

 **AIA** Document A102™ – 2017**Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price**

AGREEMENT made as of the _____ day of _____ in the year _____
(In words, indicate day, month and year.)

for the following PROJECT:

Pecan Park Apartments – Bastrop TX
516 w State Hwy 71
Bastrop, Texas 78602

BETWEEN the Owner:

Legend Communities, LLC
2101 Lakeway BLVD STE 100
Lakeway TX 78734
512-306-1444

Contact

Benjamin Gonzales
bgonzales@legendcommunitiesinc.com

AND the Contractor:

Ascension Construction Group, LLC
2261 Gattis School Rd
Suite #200
Round Rock TX 78664
P: (512) 693-2939

Contact

Patrick ODonovan
Principal
512-876-9886
p.odonovan@ascensionconstructiongroup.com

THE ARCHITECT:

Humphreys & Partners Architects, L.P.
5339 Alpha Road Suite 300
Dallas Tx, 75240
P: 972-701-9636

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

The parties should complete A102™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement.

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

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 RELATIONSHIP OF THE PARTIES
- 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 5 CONTRACT SUM
- 6 CHANGES IN THE WORK
- 7 COSTS TO BE REIMBURSED
- 8 COSTS NOT TO BE REIMBURSED
- 9 DISCOUNTS, REBATES AND REFUNDS
- 10 SUBCONTRACTS AND OTHER AGREEMENTS
- 11 ACCOUNTING RECORDS
- 12 PAYMENTS
- 13 DISPUTE RESOLUTION
- 14 TERMINATION OR SUSPENSION
- 15 MISCELLANEOUS PROVISIONS
- 16 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 16.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 RELATIONSHIP OF THE PARTIES

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

ARTICLE 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 4.1 The date of commencement of the Work shall be:

- ✓ A date set forth in a notice to proceed issued by the Owner.

The Notice to Proceed ("NTP") shall be issued by the Owner only after the Contractor has completed all required pre-construction obligations imposed by local, state, or federal authorities, including but not limited to: preparation and submittal of the Storm Water Pollution Prevention Plan (SWPPP), attendance at and documentation of all required preconstruction meetings, and coordination with applicable regulatory and municipal entities for utility, site, and environmental compliance.

Notwithstanding the deferred issuance of the NTP, the Contractor shall be entitled to mobilize, conduct initial setup, and perform all activities necessary to satisfy pre-construction regulatory requirements. Accordingly, the Contractor shall be permitted to bill for General Conditions, mobilization, permitting efforts, and any other authorized pre-NTP activities performed in good faith and necessary to bring the Project into readiness for commencement of the Work.

The delay in issuance of the NTP due to regulatory preconditions shall not be construed as a delay caused by the Contractor, nor shall it affect the Contractor's right to compensation for such preparatory work or the calculation of the Contract Time, unless otherwise mutually agreed in writing.

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

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

§ 4.3 Substantial Completion

§ 4.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Not later than Six hundred and sixty nine (721) calendar days from the date of commencement of the Work.

By the following date: 11/22/2027

§ 4.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
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Refer to the Turn Schedule attached for specific dates.

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

ARTICLE 5 CONTRACT SUM

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

§ 5.1.1 The Contractor's Fee:

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

The "Contractor's Fee" is agreed to be two percent (2%) of the Cost of the Work plus the General Conditions Costs.

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

2% of the cost of work

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

10% for overhead and profit.

§ 5.1.4 Rental rates for Contractor-owned equipment shall not exceed Zero percent (0%) of the standard rental rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:

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

Item	Units and Limitations	Price Per Unit (\$0.00)
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§ 5.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

§ 5.6.1 Contractor acknowledges that the Substantial Completion Date and the Interim Completion Dates are essential to Owner's leasing, marketing, financing, and development plans, and therefore time is of the essence in meeting said dates. If Contractor shall fail to complete the Work in accordance with the approved Progress Schedule and/or to achieve and meet the Substantial Completion Date, the parties acknowledge that the calculation of the actual damages to Owner would be difficult, if not impossible, to determine. Consequently, the parties hereto agree that Contractor shall pay to Owner, as liquidated damages and not as a penalty, Five Hundred and No/100 Dollars (\$500.00) per day for each and every calendar day after the Substantial Completion Date that Substantial Completion is not achieved. The parties further agree that Contractor shall pay to Owner, as liquidated damages and not as a penalty. Notwithstanding anything to the contrary, the Contractor's total liability to Owner

for liquidated damages shall not exceed the Contractor's Fee as provided in Section V (A), below ("Liquidated Damages Cap"); provided however, Contractor must diligently continue to prosecute the Work.

§ 5.1.7 Other:

§5.1.7.1 In the event that the actual Cost of the Work, plus General Conditions Costs, plus the Contractor's Fee shall be less than the Guaranteed Maximum Price, adjusted as provided herein, the difference shall constitute "Savings." Unused Contractors construction Contingency shall be included in the calculation of Savings. Except as set forth herein below, Savings will be split, as set out herein, and Contractor's share of Savings shall be paid as an Additional Fee as part of the Final Payment hereunder. The Savings shall be split as follows:

§5.1.7.2 The Savings Incentive will be sixty percent (60.0%) to Owner and forty percent (40.0%) to Contractor. The Additional Fee to Contractor if calculated under this subsection shall not have a cap on savings. For the purposes of this agreement, "Savings/Contingency" refers to any unspent or surplus funds from the project budget resulting from cost efficiencies, under-expenditures, or other factors that reduce overall project costs. It is understood that the General Contractor is not required to track or report a Savings/Contingency balance during the course of the project, and such amounts will **not** be included or recorded on the **G702/G703** Certificate of Payment forms.

All funds within each line item shall remain allocated to that specific line item unless otherwise directed, and shall be available for use at the Contractor's discretion. However, these funds **shall not** be used to increase the Contractor's fee. The Savings/Contingency will be utilized by the Contractor exclusively to complete the project and ensure its successful completion, including addressing any unforeseen issues or necessary adjustments that may arise during construction, without requiring additional funding from the Owner.

§5.1.7.3 Savings will be calculated once the project is complete and not as the project is progressing. The "Savings/Contingency" is not to be used to offset owner change orders during the construction of the project. The savings will be utilized for the contractor to complete the project and ensure it success.

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Contract Sum is guaranteed by the Contractor not to exceed _____(\$__), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the **Guaranteed Maximum Price (GMP)**. Costs that exceed the Guaranteed Maximum Price shall be the responsibility of the Contractor unless such costs arise due to Change Orders, Change Directives, or other modifications to the Construction documents or scope of work issued by the Owner.

In the event that costs are incurred that cause the GMP to be exceeded due to Change Orders or Change Directives, these additional costs, including any labor, materials, and other related expenses, shall be reimbursed by the Owner, provided such changes are properly documented and approved in accordance with the Contract Documents.

§ 5.2.2 Alternates

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

Item	Price: Refer to CVO log for Costs.
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*All items are required to be incorporated into the drawings in order to be in compliance with construction documents.

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

Item	Price: Refer to CVO log	Conditions for Acceptance
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* All items are required to be incorporated into the construction drawings.

§ 5.2.3 Allowances, if any, included in the Guaranteed Maximum Price:
(Refer to Exhibit H for Allowances)

Item	Price
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Refer to Qualifications and assumptions.

§ 5.2.4 Assumptions, if any, upon which the Guaranteed Maximum Price is based:
Refer to the GMP Deliverable attached to the contract.

Refer to the GMP deliverable Dated **November 11 2024**, for the Qualifications and Assumptions Statement.

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

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

ARTICLE 6 CHANGES IN THE WORK

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

§ 6.2 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to “cost” and “fee,” and not by Articles 5, 7 and 8 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

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

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

ARTICLE 7 COSTS TO BE REIMBURSED

§ 7.1 Cost of the Work

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

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

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

§ 7.2 Labor Costs

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

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

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

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

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

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

§ 7.3 Subcontract Costs

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

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

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

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

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

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

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

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

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

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

§ 7.6 Miscellaneous Costs

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

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

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

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

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

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

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

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

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

§ 7.6.7 Costs of document reproductions and delivery charges. This excludes all new project plan sets that need to be printed due to Project revisions.

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

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

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

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

§ 7.7 Other Costs and Emergencies

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

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

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

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term “related party” shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Contractor; (2) any entity in which any

stockholder in, or management employee of, the Contractor holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Contractor; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Contractor.

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

ARTICLE 8 COSTS NOT TO BE REIMBURSED

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

- .1 Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 15;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Contractor's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Article 7;
- .5 The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Contractor, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Article 7; and
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

ARTICLE 9 DISCOUNTS, REBATES AND REFUNDS

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

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

ARTICLE 10 SUBCONTRACTS AND OTHER AGREEMENTS

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

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

may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Contractor and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

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

ARTICLE 11 ACCOUNTING RECORDS

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

ARTICLE 12 PAYMENTS

§ 12.1 Progress Payments

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

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

§ 12.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 25th day of the Following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Five (15) days after the Architect receives the Application for Payment.

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

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

§ 12.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee.

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

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

§ 12.1.5.3 (Removed no contingency incorporated into the contract.)

§ 12.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing

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(a) the expense that has actually been incurred by the Contractor on account of that portion of the Work and for which the Contractor has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

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

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

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction and material suitably stored on the site and off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect’s professional judgment, to be reasonably justified; and
- .4 The Contractor’s Fee, computed upon the Cost of the Work described in the preceding Sections 12.1.7.1.1 and 12.1.7.1.2 at the rate stated in Section 5.1.1 or, if the Contractor’s Fee is stated as a fixed sum in that Section, and that amount bears an Equal distribution based on the original Construction schedule and not to be reduced.

§ 12.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 12.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner’s auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 12.1.8.

§ 12.1.8 Retainage

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

Retainage to be held on materials: 0%

Retainage all other costs of work: 10%

§ 12.1.8.1.1 The following items are not subject to retainage:

The following items, as outlined in the Estimate Summary or as otherwise specified in the Contract Documents, shall not be subject to the withholding of retainage:

- .1 *General Conditions*
- .2 *General Requirements*
- .3 *Insurance*
- .4 *Temporary Utilities*
- .5 *Equipment/Supplies*
- .6 *Security*
- .7 *Testing/Inspections/Survey*
- .8 *Lighting*
- .9 *Appliances*
- .10 *Windows*
- .11 *Rough Carpentry materials and Accessories.*

Additionally, all materials provided by the Contractor for use in the project, regardless of category or type, shall not be subject to retainage, unless otherwise specified in the Contract Documents. This includes, but is not limited to, materials used for construction, finishes, systems, and any other components deemed necessary for project completion.

For further clarification, refer to the attached Exhibit, which includes a detailed list of cost code-specific items that are not subject to retainage.

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

(If the retainage established in Section 12.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

§ 12.1.8.3 Except as set forth in this Section 12.1.8.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 12.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

§ 12.1.9 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

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

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

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

§ 12.2 Final Payment

§ 12.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract, except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 12.2.2.

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

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

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

2017. The Architect is not responsible for verifying the accuracy of the Contractor's final accounting.

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

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

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

§ 12.3 Interest

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

ARTICLE 13 DISPUTE RESOLUTION

§ 13.1 Initial Decision Maker

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

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 13.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Section 15 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

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

ARTICLE 14 TERMINATION OR SUSPENSION

§ 14.1 Termination

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

§ 14.1.2 Termination by the Owner for Cause

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

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

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

§ 14.1.3 Termination by the Owner for Convenience
(Removed)

§ 14.2 Suspension

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

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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

Benjamin Gonzales
2101 Lakeway BLVD STE 100
Lakeway TX 78734
P: 512-306-1444
bgonzales@legendcommunitiesinc.com

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

Patrick A ODonovan
Principal
2261 Gattis School RD suites #200 Round
Rock TX 78664
P: 512-876-9886
p.odonovan@ascensionconstructiongroup.com

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

§ 15.5 Insurance and Bonds

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

§ 15.5.2 The Contractor shall provide bonds as set forth in AIA Document A102™–2017 Exhibit A, and elsewhere in

the Contract Documents.

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

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

§ 15.7 Other provisions:

ARTICLE 16 ENUMERATION OF CONTRACT DOCUMENTS

§ 16.1 This Agreement is comprised of the following documents:

- .1 AIA Document A102™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A102™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.4 Drawings

Number	Title	Date
REFER TO EXHIBIT BELOW		

.5 Specifications

Section	Title	Date	Pages
REFER TO EXHIBIT BELOW			

.6 Addenda, if any:

Number	Date	Pages
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Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 16.

.7 Other Exhibits:

(Check all boxes that apply.)

- AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

- The Sustainability Plan:

Title	Date	Pages
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- Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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Other documents, if any, listed below:

Init.

- Exhibit A – Project Estimate
- Exhibit B – Cost Value Option Log of Items Included in GMP
- Exhibit C – Construction documents and specifications
- Exhibit D – Construction Sequence And Turn Over Schedule
- Exhibit E - Assumptions, Qualifications, Clarifications and Assumptions.
- Exhibit F – Owners Insurance Requirements
- Exhibit G- General Conditions
- Exhibit H – Items approved for no Retention to be Withheld
- Exhibit I – Items Approved for Early Retention Release
- Exhibit J – Subcontract Agreement

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

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

OWNER *(Signature)*

CONTRACTOR *(Signature)*

(Printed name and title)

(Printed name and title)



AIA[®]

Document A201[®] – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

Pecan Park Apartments – Bastrop TX

*516 w State Hwy 71
Bastrop, Texas 78602*

THE OWNER:

Legend Communities, LLC

*2101 Lakeway BLVD STE 100
Lakeway TX 78734
512-306-1444*

Contact

*Benjamin Gonzales
bgonzales@legendcommunitiesinc.com*

THE ARCHITECT:

Humphreys & Partners Architects, L.P.

*5339 Alpha Road Suite 300
Dallas Tx, 75240
P: 972-701-9636*

THE CONTRACTOR:

Ascension Construction Group, LLC

*2261 Gattis School Rd,
Suite 200
Round Rock TX 78664*

Contact

*Patrick ODonovan
Principal
512-876-9886
p.odonovan@ascensionconstructiongroup.com*

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 CONTRACTOR
- 4 ARCHITECT
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK
- 8 TIME
- 9 PAYMENTS AND COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES

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

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

INDEX

(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3

Access to Work

3.16, 6.2.1, 12.1

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5,

10.2.8, 13.3.2, 14.1, 15.1.2, 15.2

Addenda

1.1.1

Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, 15.1.5

Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.4**

Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**

Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances

3.8

Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10

Approvals

2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9,

3.12.10.1, 4.2.7, 9.3.2, 13.4.1

Arbitration

8.3.1, 15.3.2, **15.4**

ARCHITECT

4

Architect, Definition of

4.1.1

Architect, Extent of Authority

2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2,
9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1,
13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1

Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3,
4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2,
9.5.4, 9.6.4, 15.1.4, 15.2

Architect's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3,
7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1,
13.4.2, 15.2

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2,
3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16,
3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5,
9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

Award of Subcontracts and Other Contracts for Portions of the Work

5.2

Basic Definitions

1.1

Bidding Requirements

1.1.1

Binding Dispute Resolution

8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5,
15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1

Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

Bonds, Performance, and Payment

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**

Building Information Models Use and Reliance

1.8

Building Permit

3.7.1

Capitalization

1.3

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

Certificates for Payment

4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4

Certificates of Inspection, Testing or Approval
13.4.4

Certificates of Insurance
9.10.2

Change Orders

1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2

Change Orders, Definition of

7.2.1

CHANGES IN THE WORK

2.2.2, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5

Claims, Definition of

15.1.1

Claims, Notice of
1.6.2, 15.1.3

CLAIMS AND DISPUTES

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4
Claims and Timely Assertion of Claims
15.4.1

Claims for Additional Cost

3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**

Claims for Additional Time

3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**

Concealed or Unknown Conditions, Claims for

3.7.4

Claims for Damages
3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7

Claims Subject to Arbitration
15.4.1

Cleaning Up

3.15, 6.3

Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**

Commencement of the Work, Definition of
8.1.2

Communications

3.9.1, **4.2.4**

Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2

COMPLETION, PAYMENTS AND

9

Completion, Substantial
3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2
Compliance with Laws
2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1, 6.1.1, 6.1.4

Consent, Written

3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2

Consolidation or Joinder

15.4.4

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

1.1.4, **6**

Construction Change Directive, Definition of
7.3.1

Construction Change Directives

1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1

Construction Schedules, Contractor's

3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Contingent Assignment of Subcontracts

5.4, 14.2.2.2

Continuing Contract Performance

15.1.4

Contract, Definition of

1.1.2

CONTRACT, TERMINATION OR SUSPENSION OF THE

5.4.1.1, 5.4.2, 11.5, **14**

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to

3.7.1, 3.10, 5.2, 6.1

Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3

Contract Documents, Definition of

1.1.1

Contract Sum

2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, **9.1**, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5**, **15.2.5**

Contract Sum, Definition of

9.1

Contract Time

1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5

Contract Time, Definition of

8.1.1

Contract Time, Definition of

8.1.1

CONTRACTOR

3

Contractor, Definition of

3.1, **6.1.2**

Contractor's Construction and Submittal Schedules

3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2

Contractor's Employees
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2,
10.3, 11.3, 14.1, 14.2.1.1

Contractor's Liability Insurance
11.1
Contractor's Relationship with Separate Contractors
and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7,
9.10.2, 11.2, 11.3, 11.4
Contractor's Relationship with the Architect
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2,
3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2,
7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3,
11.3, 12, 13.4, 15.1.3, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the
Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
2.2.2, 9.7
Contractor's Right to Terminate the Contract
14.1
Contractor's Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2,
9.8.3, 9.9.1, 9.10.2, 9.10.3
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction
Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3,
7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.3.6, 3.11
Copyrights
1.5, **3.17**
Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3,
15.1.3.1, 15.1.3.2, 15.2.1

Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.4
Costs
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3,
7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2,
12.1.2, 12.2.1, 12.2.4, 13.4, 14

Cutting and Patching
3.14, 6.2.5

Damage to Construction of Owner or Separate
Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2,
11.3, 14.2.4, 15.1.7
Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2

Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4,
7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2,
14.2.2, 14.2.4, 15.1, 15.2

Decisions to Withhold Certification
9.4.1, **9.5**, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance,
Rejection and Correction of
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3,
9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1,
6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1

Delays and Extensions of Time
3.2, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**,
10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5

Digital Data Use and Transmission
1.7
Disputes
6.3, 7.3.9, 15.1, 15.2

Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2

Emergencies
10.4, 14.1.1.2, **15.1.5**
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2,
10.3.3, 11.3, 14.1, 14.2.1.1
Equipment, Labor, or Materials
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3,
9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1,
3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1,
9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2,
10.4, 14.3, 15.1.6, **15.2.5**

Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Faulty Work
(See Defective or Nonconforming Work)

Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3

Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4

GENERAL PROVISIONS

1

Governing Law

13.1
Guarantees (See Warranty)

Hazardous Materials and Substances
10.2.4, **10.3**
Identification of Subcontractors and Suppliers
5.2.1

Indemnification
3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3

Information and Services Required of the Owner
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5,
9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2,
14.1.1.4, 14.1.4, 15.1.4

Initial Decision

15.2

Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Injury or Damage to Person or Property
10.2.8, 10.4

Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,
9.9.2, 9.10.1, 12.2.1, 13.4

Instructions to Bidders
1.1.1

Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2

Instruments of Service, Definition of

1.1.7

Insurance
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, **11**

Insurance, Notice of Cancellation or Expiration
11.1.4, 11.2.3

Insurance, Contractor's Liability

11.1
Insurance, Effective Date of
8.2.2, 14.4.2

Insurance, Owner's Liability

11.2

Insurance, Property
10.2.5, 11.2, 11.4, 11.5

Insurance, Stored Materials
9.3.2

INSURANCE AND BONDS

11
Insurance Companies, Consent to Partial Occupancy
9.9.1
Insured loss, Adjustment and Settlement of
11.5
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13

Interest

13.5

Interpretation
1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12
Judgment on Final Award
15.4.2

Labor and Materials, Equipment
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1,
10.2.4, 14.2.1.1, 14.2.1.2

Labor Disputes
8.3.1

Laws and Regulations
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4,
9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8,
15.4

Liens
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Limitations, Statutes of
12.2.5, 15.1.2, 15.4.1.1

Limitations of Liability
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6,
4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3,
11.3, 12.2.5, 13.3.1

Limitations of Time
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,
5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,
9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15,
15.1.2, 15.1.3, 15.1.5

Materials, Hazardous

10.2.4, 10.3
Materials, Labor, Equipment and
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2,
10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

Means, Methods, Techniques, Sequences and
Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic's Lien
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Mediation
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1,
15.4.1.1

Minor Changes in the Work
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**

MISCELLANEOUS PROVISIONS

13

Modifications, Definition of

1.1.1

Modifications to the Contract

1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2

Mutual Responsibility

6.2

Nonconforming Work, Acceptance of

9.6.6, 9.9.3, **12.3**

Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2

Notice

1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2, 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1

Notice of Cancellation or Expiration of Insurance

11.1.4, 11.2.3

Notice of Claims

1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1

Notice of Testing and Inspections

13.4.1, 13.4.2

Observations, Contractor's

3.2, 3.7.4

Occupancy

2.3.1, 9.6.6, 9.8

Orders, Written

1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1

OWNER

2

Owner, Definition of

2.1.1

Owner, Evidence of Financial Arrangements

2.2, 13.2.2, 14.1.1.4

Owner, Information and Services Required of the

2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

Owner's Authority

1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7

Owner's Insurance

11.2

Owner's Relationship with Subcontractors

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

Owner's Right to Carry Out the Work

2.5, 14.2.2

Owner's Right to Clean Up

6.3

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

6.1

Owner's Right to Stop the Work

2.4

Owner's Right to Suspend the Work

14.3

Owner's Right to Terminate the Contract

14.2, 14.4

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

1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3

Partial Occupancy or Use

9.6.6, **9.9**

Patching, Cutting and

3.14, 6.2.5

Patents

3.17

Payment, Applications for

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3

Payment, Certificates for

4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4

Payment, Failure of

9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Payment, Final

4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3

Payment Bond, Performance Bond and

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

Payments, Progress

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

PAYMENTS AND COMPLETION

9

Payments to Subcontractors

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

PCB

10.3.1

Performance Bond and Payment Bond

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

Permits, Fees, Notices and Compliance with Laws

2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2

PERSONS AND PROPERTY, PROTECTION OF

10

Polychlorinated Biphenyl

10.3.1

Product Data, Definition of

3.12.2

Product Data and Samples, Shop Drawings

3.11, **3.12**, 4.2.7

Progress and Completion

4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4

Progress Payments

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

Project, Definition of
1.1.4
Project Representatives
4.2.10
Property Insurance
10.2.5, **11.2**
Proposal Requirements
1.1.1
PROTECTION OF PERSONS AND PROPERTY
10
Regulations and Laws
1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1,
10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Rejection of Work
4.2.6, 12.2.1
Releases and Waivers of Liens
9.3.1, 9.10.2
Representations
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field
Conditions by Contractor
3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and
Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples
by Contractor
3.12
Rights and Remedies
1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1,
6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2,
12.2.4, **13.3**, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3, **10.1**, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, **3.12**, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Separate Contractors, Definition of
6.1.1
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, **3.12**, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4
Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Special Inspections and Testing
4.2.6, 12.2.1, 13.4
Specifications, Definition of
1.1.6
Specifications
1.1.1, **1.1.6**, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14
Statute of Limitations
15.1.2, 15.4.1.1
Stopping the Work
2.2.2, 2.4, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2,
9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8,
9.9.1, 9.10.2, 9.10.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1, **11.3**
Substances, Hazardous
10.3
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2,
15.1.2
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
2.3.3
Substitutions of Materials
3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2

Subsurface Conditions
3.7.4
Successors and Assigns
13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3,
7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4
Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6,
9.10.5, 14.2.1
Surety
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2,
15.2.7
Surety, Consent of
9.8.5, 9.10.2, 9.10.3
Surveys
1.1.7, 2.3.4
Suspension by the Owner for Convenience
14.3
Suspension of the Work
3.7.5, 5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 14
Taxes
3.6, 3.8.2.1, 7.3.4.4
Termination by the Contractor
14.1, 15.1.7
Termination by the Owner for Cause
5.4.1.1, **14.2**, 15.1.7
Termination by the Owner for Convenience
14.4
Termination of the Architect
2.3.3
Termination of the Contractor Employment
14.2.2

**TERMINATION OR SUSPENSION OF THE
CONTRACT**
14
Tests and Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,
9.9.2, 9.10.1, 10.3.2, 12.2.1, **13.4**
TIME
8
Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7,
10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

Time Limits
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2,
5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1,
9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2,
15.1.3, 15.4
Time Limits on Claims
3.7.4, 10.2.8, 15.1.2, 15.1.3
Title to Work
9.3.2, 9.3.3
UNCOVERING AND CORRECTION OF WORK
12
Uncovering of Work
12.1
Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3
Unit Prices
7.3.3.2, 9.1.2
Use of Documents
1.1.1, 1.5, 2.3.6, 3.12.6, 5.3
Use of Site
3.13, 6.1.1, 6.2.1
Values, Schedule of
9.2, 9.3.1
Waiver of Claims by the Architect
13.3.2
Waiver of Claims by the Contractor
9.10.5, 13.3.2, **15.1.7**
Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, **15.1.7**
Waiver of Consequential Damages
14.2.4, 15.1.7
Waiver of Liens
9.3, 9.10.2, 9.10.4
Waivers of Subrogation
6.1.1, **11.3**
Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2,
15.1.2
Weather Delays
8.3, 15.1.6.2
Work, Definition of
1.1.3
Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3,
13.2, 13.3.2, 15.4.4.2
Written Interpretations
4.2.11, 4.2.12
Written Orders
1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

§ 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. In the event of inconsistencies within or between parts of the Contract Documents or between the Contract Documents and applicable standards, codes and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Architect's interpretation.

- .1 On the Drawings, given dimensions shall take precedence over scaled measurements and large-scale drawings over small scale drawings.
- .2 If a minor change in the Work is found to be necessary due to actual field conditions, the Contractor shall submit detailed drawings of such departure to the Architect for approval before making the change.

§ 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, 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.

§ 1.2.4 Dimensions given on the Drawings govern scale measurements and large scale drawings govern small scale drawings. All documents are complementary and specific items of work are shown only where most appropriate for clarity. The Drawings are generally made to scale, but all dimensions shall be taken from the figured dimensions, or by actual measurements taken at the job, and in no case by scaling. Whether or not an error is believed to exist, deviation from the Drawings and the dimensions given thereon shall be made only after approval in writing from the Architect.

§ 1.2.5 All indications or notations which apply to one or a number of similar situations, materials or processes shall be deemed to apply to all such situations, materials or processes wherever they appear in the Work, except where a contrary result is clearly indicated by the Contract Documents.

§ 1.2.6 It shall be understood that the Architect's drawings are diagrammatic and the Contractor and subcontractors shall work in cooperation with each other in determining the running of pipe duct, electrical, etc. lines and locating equipment. Any necessary variation shall be presented to the Architect of record for review and final placement. Where there are intersections involving various piping and equipment, etc., particular consideration shall be given to clearance.

§ 1.2.7 All manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as per the Contract Documents.

§ 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.

§ 1.4.1 The Contract Documents have been the subject of intensive review, discussion and negotiation by and between the Owner and the Contractor and the fact that Owner or the Contractor has drafted all or any portion of the Contract Documents shall not have any bearing on the interpretation of the Contract Documents

§ 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, except as may be required under the Agreement with the Owner. 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, or electronic transmission.

§ 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.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk

and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.9 Character and Intent of Drawings

During the bidding or negotiation period, questions or discrepancies called to the Architect's attention, in writing, will be answered by the Architect by means of an addendum. All addendums shall become part of the Contract Documents. If any item of Work is shown on the Drawings and not specified or mentioned in the Specifications and not shown on the Drawings, the matter shall be brought to the attention of the Architect during the bidding period so an addendum can be issued correcting the omission. If such correction is not made, the Work in question shall not be considered to be required as if it has been specified and shown on the Drawings.

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. The term "Owner's Representative" means 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.

§ 2.1.3 The Owner shall not be responsible for construction means, methods, techniques, sequences and procedures or for site safety except as stated in Article 6. The Architect is to Detail and provide adequate and sufficient information through the Construction Documents so that the contractor can complete their work accordingly to deliver the desired design intent.

§ 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 financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until such evidence is provided. If commencement of the Work is delayed due to the Owner's failure to provide this evidence, the Contract Time shall be equitably extended. If the Project is scheduled to begin prior to loan funding, the Owner may, in lieu of loan documentation, provide the Contractor with a written statement and verifiable proof of sufficient equity funds available to cover the financial obligations due to the Contractor through the period prior to loan disbursement. The Contractor shall have the right to rely on such equity documentation for the purposes of beginning the Work. Should the equity funds identified by the Owner become fully exhausted prior to permanent financing or loan disbursement, the Contractor reserves the right to immediately suspend performance of the Work, without penalty, until such time as additional reasonable evidence of financing is provided. During any such suspension, the Contract Time shall be adjusted accordingly, and the Contractor shall not be held liable for any delays or damages arising therefrom.

§ 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 permits, impact fee, professional fees, approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.1.1 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.

§ 2.3.2 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 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 and all new revisions for purposes of making reproductions pursuant to Section 1.5.2. Those copies can be submitted to the Contractor Electronically.

§ 2.3.7 Unless otherwise provided in the Contract Documents the Owner will hire and pay for services including but not limited to independent materials testing and special inspections as determined necessary by the Architect and Owner to verify the compliance of materials and installations with the Contract Documents. These services provided by the Owner may include and are not limited to soils, cast in place concrete, masonry, commissioning, waterproofing, window testing, steel and fireproofing inspections and testing. These services provided by the Owner do not relieve the Contractor of its obligations in Section 13.4.

§ 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.

§ 2.4.1 The Owner shall have the right to dispute Work that it believes does not conform to the Contract Documents. However, neither this authority of the Owner nor a decision made to exercise or not exercise such authority shall give rise to a duty or responsibility of the Owner to the Contractor.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or fails to carry out the Work in accordance with the Contract Documents and industry standards 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 may, pursuant to Section 9.5.1 nullify a Certificate for Payment in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including 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.

§ 2.5.1 In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

§ 2.5.2 The rights stated in this Article and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (1) granted in the Contract Documents, (2) at law, or (3) in equity.

§ 2.6 Owner's Right to Inspect the Work

§ 2.6.1 The Owner has the right to have access to and inspect portions of the Work for quality, progress and conformance to the Contract Documents.

§ 2.7 Commissioning

§ 2.7.1 The Owner will perform inspections and tests of systems to validate the proper installation and performance of the Work as intended and required by the Contract Documents. These tests and inspections may be performed by the Owner's Representative or by independent contractors or consultants.

§ 2.7.2 The commissioning activities performed by the Owner in no way relieve or replace the obligations of the Architect or the Contractor in their fulfillment of Contract obligations.

§ 2.7.3 The commissioning agent of the Owner will utilize information provided by the Architect for design intent and the Contractor for actual installation conditions.

§ 2.7.4 Any commissioning activities are at the sole discretion and cost of the Owner and not a requirement of this Agreement.

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.

Contractor Authorized Representative

Patrick ODonovan
p.odonovan@ascensionconstrucitongroup.com
512-876-9886

§ 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 Owner or 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 or any amendment thereto by the Contractor is a representation that the Contractor has reviewed the Construction Documents, 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 review 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. 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. 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, 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 any portion of the Contract Documents do not clearly define the Work, the Contractor shall~~

notify the Owner and Architect thereof, in writing, by utilizing a Request for Information (RFI) form (electronically through ProCore), and shall request supplementary instructions before proceeding with such Work. If the Contractor proceeds with the Work without first obtaining such supplementary instructions, the Contractor shall make any repairs or corrections to the Work, as required by the Contract Documents, to complete the Work, at the Contractor's expense. If the Contractor believes that additional cost or time is involved because of clarifications or instructions issued by the Architect 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.

§ 3.2.5 RFIs shall be submitted in a timely manner so as to cause no delay in the progress of the Work, and to allow adequate time for review and response prior to the date on which the Contractor's current schedule of submittals requires a subsequent submittal which is dependent on the information requested. Unless another period of time is reasonably requested and agreed to at the time of submittal, the Architect shall respond to each RFI within not more than 5(5) days after receiving it. It is understood that larger, more complicated RFIs shall require more than five (5) days to review and respond but shall be a reasonable amount of time as mutually agreed ~~at time of submission~~ upon after the supplementation and cost analysis is complete. RFIs shall be numbered and logged and tracked by the Contractor's Project Management Software regardless if the source of the RFI was from the Contractor or Owner.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, procedures, and safety precautions and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific or non-specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, procedures, and safety precautions, 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 written notice to the Owner and Architect and shall not proceed with that portion of the Work. The Contractor shall then provide to the Owner and the Architect for review an alternative approach that satisfies the Contractor's concerns regarding the construction means, methods, techniques, sequences, or procedures and meets the intent of the Construction Documents. A resolution must be reached that is agreeable to the Architect, Owner, and Contractor before the disputed work proceeds. 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.

§ 3.3.4 The Contractor shall be responsible for coordinating, scheduling, notifying and cooperating with the independent materials testing and special inspections services hired and paid for by the Owner as outlined in Section 2.2.6.

§ 3.3.5 The Contractor shall only use ~~assigned~~ areas for parking, storage of materials, and construction operations.

§ 3.3.6 The Contractor shall arrange for and attend (1) weekly job meetings or as referred to an OAC Meeting with the Architect, the Owner's Project Manager, and such other persons as the Owner Architect may from time-to-time wish to have present. The Contractor shall be represented by a project manager, superintendent, or other authorized main office representative, as well as by the Contractor's own superintendent. The recording of minutes for these job meetings and their timely distribution to the Owner and Architect shall be the responsibility of the Contractor unless agreed otherwise by the Owner,

Architect and Contractor.

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

§ 3.3.8 The Contractor shall retain a competent ~~Registered Professional Engineer or~~ Registered Land Surveyor who shall establish the exterior lines and required elevations of all buildings and structures to be erected on the site and shall establish sufficient lines and grades for the construction of associated Work such as but not limited to roads utilities and site grading. The ~~Engineer or~~ Land Surveyor shall certify as to the actual location for the constructed facilities in relation to property lines, building lines, easements and other restrictive boundaries. Such information shall be turned over to the Owner as a part of Record Documents. This excludes the Alta survey but includes Form surveys and foundation FFE Certifications.

§ 3.3.9 The Contractor shall establish but not limited to the building grade elevations, levels, columns, walls, Foundations, Sidewalks as required by the Contractor and Subcontractors in laying out their Work.

§ 3.3.10 The Contractor shall coordinate and supervise the work performed by Subcontractors to ensure that the Work is carried out between trades and so that no trade, at any time, causes delay to the general progress of the Work. The Contractor and all Subcontractors shall at all times afford each trade, any separate contractor, or the Owner, every reasonable opportunity for the installation of their work and the storage of materials.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Owner shall provide and pay the Contractor for all 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. The Exception is the permanent power distributions and telecommunications systems for the property, Gas Distribution, Meters impact fees etc.

§ 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 discipline and good order among the Contractor's employees and other persons carrying out the Work.

§ 3.4.4 Only materials and equipment that are to be used in the Work shall be brought to and stored on the project site.

§ 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, Acts of god, War, Fire, Flood, Mold, Excessive moisture, and normal usage. If required by the Architect or Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

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

accordance with Section 9.8.4.

§ 3.5.3 The Contractor agrees to assign to the Owner at the time of final completion of the Work manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

§ 3.5.4 The Contractor expressly warrants its' Work for one year after the date of Substantial Completion. Contractor shall make any repair or replacement to the Work resulting from defective materials and/or workmanship. Contractor shall commence making the repairs or replacements required pursuant to this Warranty within ten days after the Owner gives written notice to the Contractor. In the event of Contractor's failure to make timely corrections as agreed upon by the Owner and Contractor, Owner shall have the right to make corrections and Contractor shall be responsible for immediate payment thereof. Any other specific or extended warranties are as identified in the Project Manual.

§ 3.5.5 The warranty required by this Section 3.5 shall be in addition to and not in limitation of any other warranty required by the Contract Documents or otherwise prescribed by law.

§ 3.5.6 The Contractor shall procure and deliver to the Architect, no later than thirty (30) calendar days after the Date of Substantial Completion, warranties required by the Contract Documents.

§ 3.5.7 This Warranty shall include the repair and/or replacement of all damaged materials resulting from the defective materials and/or workmanship. This shall include but not be limited to fixtures, equipment, finishes or any other affected materials or property.

§ 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 The Contractor shall not 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 and all other requirements of public authorities applicable to performance of the Work. The Contractor shall be responsible for scheduling all tests and inspections required by authorities having jurisdiction.

§ 3.7.2.1 The respective Contractors and/or Subcontractors shall visit the building inspector, plumbing inspector, electrical inspector, or any other inspection office having the authority for granting approvals or trade specific permits. The Contractor shall be responsible for scheduling all tests and inspections required by authorities having jurisdiction.

§ 3.7.2.2 All construction work shall conform to Construction Documents unless otherwise noted in alternate exhibits.

§ 3.7.2.3 It is NOT the responsibility of the Contractor to determine what local ordinances, if any, will affect its Work.

§ 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 Bid and 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 and Contract Time. If 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. All costs are the responsibility of the Owner.

§ 3.7.5 If, in the course of the Work, the Contractor encounters Such conditions may include, but are not limited to, unforeseen subsurface conditions (e.g., unstable or unsuitable soils, rock formations, high water tables, or hazardous materials), unmarked or inaccurately marked underground utilities, hidden structural defects in existing buildings, environmental obstacles (e.g., wetlands, protected species, or , Trash, Buried object, hazardous waste), regulatory or zoning restrictions, or the discovery of archaeological or historical artifacts. Upon written notification, the Owner shall have the right to investigate the condition and determine how the Work should proceed. The Contractor shall not resume Work in the affected area without the Owner's written direction. If the concealed or unknown condition causes an increase or decrease in the cost of performance or impacts the Project schedule, the Contractor shall be entitled to a full and equitable adjustment to the Contract Price, Contract Time, or both, as determined through the Change Order process outlined in this Agreement. The Contractor shall take all reasonable precautions to secure the site, mitigate any immediate safety risks, and comply with applicable laws and regulations while awaiting further instruction from the Owner. Failure by the Contractor to provide timely written notice of such conditions may result in a waiver of claims related to the concealed or unknown condition.

§ 3.7.6 Upon discovery of human remains or burial sites, the Contractor shall immediately stop all Work in the affected area, protect the discovery site, and notify the Owner and all required authorities, including law enforcement and cultural heritage or archaeological agencies, as required by applicable laws. The Contractor shall comply with all legal and regulatory requirements for the treatment of such discoveries, including any procedures for determining cultural or historical significance. Work in the affected area shall not resume until written authorization is provided by the Owner and all relevant authorities.

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts.
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

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

§ 3.8.4 Allowances shall be included in the Bid Documents approved in writing by the Owner. Allowances are to be accounted for monthly.

§ 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 in the capacity in conducting day to day on site operations. Communications given to the superintendent shall not be 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 Personnel.

§ 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.~~

§ 3.9.4 The superintendent shall be in attendance at the project site during the progress of the Work until the date of Substantial Completion, and for such time thereafter necessary for the completion of the Work.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, after being awarded the Contract, or as part of the Guaranteed Max Price proposal, (if provided), shall submit for the Owner's and Architect's approval a Contractor's construction schedule for the Work, which will be considered the baseline schedule. The schedule shall contain appropriate for the Project, including (1) the date of commencement of the Work (as anticipated), interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by Major 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. The baseline schedule shall be approved prior to submission of the first Pay Application.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a 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. The submittal schedule shall be approved prior to the Second Pay Application. The submittal schedule shall be updated and reviewed at progress meetings for Items that are critical to the construction schedule.

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

§ 3.10.4 The construction schedule shall be in a detailed format satisfactory to the Owner and Architect which shall also (1) provide a graphic representation of activities and events that will occur during performance of the Work, including but not limited to typical Tasks such as demolition, Site work, Utilities, Paving, Framing, Roofing, Rough ins, Drywall, Flooring, Cabinets, Paint, Flooring and Tile, Punch out, Cleaning and Turn over (2) identify each phase of construction; (3) identify duration time associated with non-critical path activities and (4) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as Milestone Dates). Upon review and acceptance by the Architect and Owner, the construction schedule shall be deemed the Baseline Construction Schedule for the Project and will be used to determine the validity of Claims for Additional Time as identified in Section 15.1.5. This Baseline Construction Schedule can only be modified with approved changes in Contract Time through the execution of a Change Order. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall advise the Owner and Architect of any delays or potential delays. The construction schedule shall be updated regularly to reflect actual conditions or if requested by the Owner or at least monthly.

§ 3.10.5 At weekly or biweekly construction progress meetings, the Contractor shall submit a three (3) week look ahead schedules which depicts activities to occur during that period. The contractor has a choice to use the Construction schedule or any other format they see fit.

§ 3.10.6 The Contractor shall schedule and conduct construction and progress meetings, on a frequency required to effect coordination, to discuss such matters as procedures, progress, problems and scheduling. The Contractor shall prepare and distribute minutes within one (1) working days of such meetings.

§ 3.10.7 The Contractor shall record the progress of the Project. Submit progress reports not less frequently than Monthly to the Owner and the Architect, including information on Subcontractor's

Work, as well as the entire Project, showing percentages of completion and the number and amounts of Change Orders. The Contractor will keep a daily log containing a record of weather, Subcontractor's Work on the site, number of workers, Work accomplished, problems encountered, and other similar relevant data generated by Contractors project management Software.

Monthly Report Inclusions:

1. Production Schedule
2. Photos of the Project
3. Owner Budget Snapshot
4. Latest Application for Payment
5. Change Order Log
6. Commitment Log
7. RFI Log

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, electronically, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to 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, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion red-lined drawings shall be turned over to the Architect for record purposes no later than thirty (30) calendar days after the date of Substantial Completion.

§ 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 to be considered as part of the Contract Documents once approved. 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 and Engineer are required for submittals prior to any materials being ordered and or procured for the project.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, 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. In no way is the Contractor to "Approve" or be the "approver" of submittals nor will they be responsible for the conformance of those submittals to the project specifications. The contractor is to act in the capacity of a contractor and not a design professional, engineer or architect or other persons with licenses of authority.

§ 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 them (2) checked the information contained within such submittals with the requirements of the Work.

§ 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 be relieved of responsibility for deviations from the requirements of the Contract Documents by the drawing of the architect of record to include, Product Data, Samples, or similar submittals, unless the

Contractor has specifically notified the Architect at the time of submittal and (1) the Architect has given written approval to the specific deviation as a nge in the Work. This will be know as an approved Submittal or other written or electronic approval.

§ 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 apply as such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services.

§ 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, Architect and Engineer 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 who shall have and maintain reasonable limits of insurance, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor 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.

§ 3.12.11 (REMOVED)

§ 3.13 Use of Site

§ 3.13.1 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.

§ 3.13.2 Only materials and equipment that are to be used directly in the Work shall be brought to and stored on the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

§ 3.13.3 The Contractor may erect any company sign or signage on the Project site. This excludes supply and installation of owner signage types.

§ 3.13.4 The Contractor shall only use specifically assigned areas for parking, storage of materials, and construction operations. The Contractor shall comply with any and all local, municipal and state regulations regarding use of and parking on public streets.

§ 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. On a regular basis, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

(Removed)

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, its officers, directors, shareholders, trustees, affiliates, insurers, agents, 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.

§ 3.18.3 The Contractor's indemnity obligations under this Section 3.18 shall, but not by way of limitation, specifically include, without limitations, all fines, penalties and punitive damages arising out of, or in connection with, any (1) violation of or failure to comply with any governmental requirements by the Contractor or Architect or any person or entity for whom the Contractor is responsible based upon the accuracy of the contract documents, (2) method of execution of the Work, or (3) failure to obtain, or violation of, any permit or other approval of a public authority applicable to the Work by the Contractor or any entity for whom the Contractor is responsible.

§ 3.19 Commissioning

§ 3.19.1 The Contractor will provide access to the Work as well as support and coordination to the Owner for the commissioning activities as described in Section 2.6.

§ 3.19.2 Any and all deficiencies identified during the commissioning process will be the responsibility of the Contractor to correct or complete in order to comply with the requirements of the Contract Documents as described and depicted in the contract documents. These deficiencies must be corrected or completed as a condition for the issuance of the final Certificate for Payment.

§ 3.19.3 The requirements of the Contractor to support the Owner's commissioning process may include 1) balancing reports of mechanical systems approved by the Architect; 2) provision and coordination of training as required by the Contract Documents; 3) cooperation of Contractor's personnel with the Owner's commissioning personnel; 4) access to specific equipment or portions of

the Work.

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 Owner will provide administration of the Contract as described in the Contract Documents and the Owner's Representative will be the 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, Owner and consultants will visit the site at regular 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 and Owner 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) 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 communications Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Owner's Representative, if retained, about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications between the Architect and Contractor shall be confirmed in writing to the Owner's Representative. Communications between Owner's Representative and Contractor shall be confirmed in writing to the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

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

§ 4.2.6 The Architect and Owner may have authority to dispute Work that does not conform to the Contract Documents. Whenever the Architect or Owner considers it necessary or advisable, the Architect and Owner 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 or Owner 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 or Owner to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect and Owner 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 and intent 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-to permit adequate review. The Architect's approval of a specific item shall indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders 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.

§ 4.2.8.1 The Architect will evaluate substitutions proposed by the contractor, whether as part of a cost reduction procedure or as otherwise, which are prepared and submitted in accordance with the requirements of subparagraphs.

3.4.2. Such evaluation and any action taken by the Architect with respect thereto shall be performed within 5 calendar days, or as requested in writing, as may, in the Architect's professional judgment be required to permit adequate review. The Owner shall evaluate and approve or take other appropriate action upon contractor proposed substitutions and the architect's recommendations with respect thereto, which evaluation shall include, but not be limited to, a review of the total net change to project cost, taking into account the proposed change to the construction cost, the possible additional services costs of the architect, and the possible change in the contract sum, the contract time, or the requirements of the contract documents as a result of an Owner approved substitution shall be reflected in a Change Order that is Prepared by the Contractor.

§ 4.2.9 The Architect and Owner 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. The Architect may, as the Architect judges desirable, issue additional drawings or instructions indicating in greater detail the construction or design of the various parts of the Work; such drawings or instructions may be affected by field order, or notice to the Contractor, and provided such drawings or instructions are reasonably consistent with the previously existing Contract Documents. If the Contractor claims additional cost or time on account of such additional drawings or instructions, it shall give notice provided in Section 15. 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 and Architects Supplemental Information Statements. 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. The Architect shall be required to render interpretations the sole or primary purpose of which is the resolution of jurisdictional disputes between Contractor and Subcontractor or between Subcontractor and Subcontractor.

§ 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 and Architects Supplemental Information Statements.

§ 4.2.13 The Architect and Owner'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-fourteen (14) calendar days or otherwise with reasonable promptness. ~~If appropriate,~~ The Architect will prepare and issues 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 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, but no later than 90 days after the 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.

§ 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.

§ 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.

§ 5.2.5 All subcontracts and Purchase orders shall be in writing.

§ 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 make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

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;
- .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, debts and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended or delayed 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 be responsible for coordinating the activities of the Owner's forces and any Separate Contractors engaged by the Owner to perform work on the Project. The Contractor shall, on behalf of the Owner, facilitate and coordinate such activities on-site to ensure integration with the Contractor's Work. The Contractor shall incorporate the activities of the Owner's forces and Separate Contractors into the Project Schedule to maintain alignment with the overall timeline.

In the event that adjustments to the Project Schedule become necessary due to the integration of such activities, the Contractor shall follow the same protocol and processes outlined in this Agreement for schedule modifications, including providing written notice, submitting a revised schedule, and obtaining the Owner's written approval prior to implementing any changes. This coordination and scheduling effort shall not relieve the Owner or Separate Contractors of their responsibility to avoid delays or disruptions to the Work of the Contractor

§ 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, unless mutually agreed otherwise by Owner and Contractor.

§ 6.1.5 The Owner reserves the right of access to any part of the Project at all times to inspect the same or to install other Work either with its own forces or with separate contractors hired by the Owner. Such access is not to be construed to mean partial occupancy by the Owner and no claim for increase in the Contract Time or Sum will be considered unless such Owner's contractors have delayed or damaged the Contractor's Work. The Contractor shall permit the Owner to place and install as much furniture, equipment and other material during the progress of the Work as is possible before completion of the various parts of the Work and agrees that such placing and the installation of equipment shall not in any way evidence the completion or acceptance of the Work or any portion of it.

§ 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 not 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 not remedy damage that the Separate Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor.

§ 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.

§ 6.2.5.1 If a separate contractor sues or initiates a mediation, arbitration or litigation proceeding against the Owner on account of any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor.

§ 6.2.6 The Contractor shall consult with its subcontractors and other contractors as soon as possible after execution of the Contract to coordinate all work phases in order that the Project as a whole can be completed in a professional and expeditious manner.

§ 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 Actual cost shall be substantially backed up by the same methods as required by the contractor to the owner and architect. This will be done at actual cost of the cleanup and have a maximum of 15% OH&P.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, by Change Order, order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. The decision as to whether the Change Order work is executed via a Change Order or a minor change in the Work is the decision of the Owner.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement between the Owner and Architect and may or may not be agreed to by the Contractor. An order for a change in the Work may be issued by the Architect and Owner/or Contractor. Except as permitted in Sections 7.3 and 9.7.2, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order or by Construction Change Directive. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is, in fact, any unjust enrichment, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall not proceed promptly with changes in the Work, unless otherwise provided in the approved Change Order, or order for a minor change in the Work.

§ 7.1.4 The Contractor's project specific accounts for the Project including subcontractor expenditures for additions to, or deductions from, the Work in the Contract Documents shall be open to inspection by the Owner, Lender and Architect with proper notice.

§ 7.1.5 Proposed changes in the Work requested during the construction period shall be priced by the Contractor and submitted to the Architect and Owner for review, in such form as the Architect and Owner may require, within ten (10) calendar days following the Contractor's receipt of the request. The Contractor shall promptly revise and resubmit such proposal if the Architect and Owner determine that it is not in compliance with the requirements of this Article. If required by the Architect or Owner, in order to establish the general cost of new work added or previously required Work omitted, the Contractor shall obtain and furnish the Architect and Owner proposals from recognized subcontractors and vendors for furnishing and items included in such Work. Those subcontractors shall be the subcontractors contracted for the project. The contractor will not be required to gain 2 other additional prices form additional subcontractors as this will result in delays to the project.

§ 7.1.6 The Contractor's proposal for a change in the Work, (Change Order Request), shall be itemized per the contractors budget cost code list and shall include: Specific number of calendar days for additional time (if applicable and if it can be determined at that point in time); accompanied by subcontractor costs; mark ups; equipment costs, profit, overhead, general conditions, fees, bond costs and other reasonable costs. The Architect's and Owner's refusal to approve or review a Change Order or Change Order Request for an extended period of time can be used as grounds for a time extension. The extension will be day for day and include Added General Conditions and requirements etc.

§ 7.1.7 The methods used in determining the adjustment to the Contract Sum due to the change in the Work may include those listed in Section 7.3.3 and are at the discretion of the Owner.

§ 7.1.8 If the method utilized to execute the Change in the Work and Time and Material is based on the labor rates, unit prices and material costs, then actual daily time sheets/tickets, approved by the Superintendent/Project Manager, must accompany the Change Order, Construction Change Directive, or minor change in the Work. Not including these actual daily time sheets/tickets, approved by the Contractors Superintendent and the Project Manager, with the Change Order, Construction Change Directive, or minor change in the Work may not be cause for their rejection.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Contractor and signed by the Owner and Architect stating their agreement upon providing the following in that change order:

- .1** The change in the Work. This is a brief description of 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.

§ 7.2.2 Agreement on any Change Order shall constitute a final settlement on all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

§ 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, 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 not be used in the absence of total agreement or approval 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.
- .2 Cost to be determined in a manner mutually agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .3 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 Owner 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 of 20% will be allowed. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs.
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed.
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others.
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and general office overhead 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 not proceed with the Work involved and advise the Owner and 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. The Change Order Directive is to be agreed upon in full and signed by the contractor prior to work proceedings.

§ 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 an 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 Substantial backup from Current onsite subcontractors and vendors. 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 and Owner will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect and Owner determines, in the Architect's and Owner's professional judgment, to be reasonably completed.

§ 7.3.10 When the Contractor agrees with a determination made by the Owner and 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 Contractor will prepare a Change Order(s) for approval. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect, with approval from the Owner, may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's 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 Owner 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 and Owner that such change will affect the Contract Sum or Contract Time, the Contractor shall not waive any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) An act or neglect of the Owner, Architect, their employees, or Separate Contractors engaged by the Owner, (2) Changes ordered in the Work by the Owner or Architect, (3) Labor disputes, fires, unusual delays in material or equipment deliveries, unavoidable casualties, or adverse weather conditions, as documented in accordance with Section 15.1.6.2, (4) Natural disasters, including fire or flood, or other causes beyond the reasonable control of the Contractor; (5) Delays authorized by the Owner pending mediation, arbitration, or binding dispute resolution. War, civil unrest, embargoes, tariffs, customs delays, shipping delays at ports of entry, transportation disruptions, material shortages, raw material shortages, labor shortages, pandemics, government-mandated shutdowns, or similar events; trade wars; port Congestion; customs or (6) Any other cause which the Contractor asserts, and the Architect and Owner agree, justifies a then the Contract Time shall be equitably extended for a reasonable period as determined by the Architect and Owner, subject to the terms and procedures outlined in this Agreement.

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

§ 8.3.3 Notwithstanding anything to the contrary in the Contract Documents, the Contractor's remedy for any (1) delay in the commencement, prosecution or completion of the Work, (2) hindrance or obstruction in the performance of the Work, (3) loss of productivity, or (4) other similar claims (collectively referred to as "Delays") whether or not such Delays are foreseeable or unforeseeable, shall be an extension of time in which to complete the Work if permitted under Section 8.3.1. In the event of a concurrent delay by the Owner, the parties agree to share in proportion to their fault, the direct cost and time associated with said delay.

§ 8.3.4 In the event of a delay, the Contractor may submit a claim pursuant to Section 4.3 to recover from the Owner the Contractor's general conditions costs, equipment storage costs, increased direct costs of performance, demobilization and remobilization costs and other direct and unavoidable costs incurred during the period of such delay. Contractor shall be entitled to recover any consequential damages including but not limited to, by way of example, interest on working capital, unabsorbed home office Overhead, employee overhead or lost opportunity costs.

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 Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Owner prior to contract signing, allocating the Contract Sum to the various portions of the Work. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Owner for Approval and shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 In order to expedite monthly payments during the course of the Project, the Contractor shall prepare for the Architect's and Owner's review a preliminary draft of the Application for Payment (Pencil Draw), at least approximately ten (10) days before the end of each month. The payment period shall conclude on the last of that month. Then, five (5) days before the end of each month the Contractor shall have made mutually agreed modifications of the pencil copy and the Contractor shall submit to the Architect and Owner for approval a Proposed Final 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 by the contractor's state. The Contractor shall utilize and submit AIA G702 and G703 and supported by all data substantiating the Contractor's right to such as copies of subcontractor's application for payment, Subcontractor application for payment, Vendor Purchase orders, 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 Payments for changes in the Work which have not been formally approved in a Change Order, shall not be included in the application for payment.

§ 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, supplier or vendor, unless such Work has been performed, materials ordered, deposits submitted by the contractor and the contractor intends to pay.

§ 9.3.1.3 The Application for Payment will reflect the amount due to the Contractor for the cost of the Work less retainage of as determined in the Owner-Contractor Agreement.

§ 9.3.1.4 The Contractor's General Conditions, as defined in this Agreement, shall be paid in equal installments over the duration of the construction schedule, irrespective of the percentage of work completed. Such payments shall be disbursed as part of the Application for Payment at regular intervals, as specified in the approved project

schedule and payment terms. This provision supersedes any allocation based on work progress and ensures consistent and predictable disbursement of General Conditions, General Requirements and Fee.

§ 9.3.1.4 The General Contractor Fee of 2%, as defined in this Agreement, shall be Guaranteed and paid in equal installments over the duration of the original construction schedule Duration, irrespective of the percentage of work completed. Such payments shall be disbursed as part of the Application for Payment at regular intervals, as specified in the approved project schedule and payment terms. This provision supersedes any allocation based on work progress and ensures consistent and predictable disbursement of these amounts throughout the project timeline.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored off the site and 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 deposits and 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.

§ 9.3.2.1 In addition, for consideration of payment for stored products, material deposits and mobilizations:

Storage of Offsite Materials

- (a) Storage shall be agreed upon in advance prior to shipment.
- (b) Location of storage shall be agreed upon in advance.
- (c) Contractor shall be responsible for, and pay costs of, the verification and inspection of storage.
- (d) Insurance certificate required for stored items; and
- (e) Photo Evidence of the Stored Items Stored off site.

Deposits

- (a) Invoice for the material – Showing the deposit amount.
- (b) Materials/Description of what the deposit is for.

Mobilizations

- (a) Framing
- (b) Concrete
- (c) Mobilization for the GC to the site

§ 9.3.2.2 Schedule of Values will be considered in decision on any specific request for payment for storage and deposits.

§ 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.

§ 9.3.4 To the extent payment has been made by the Owner for amount due, Contractor hereby expressly waives, releases and relinquishes any and all right to maintain, or have filed or maintained, any mechanic's lien or claim against the aforesaid premises, or any part thereof, or any building or buildings thereon, for or on account of any work, labor and materials performed or furnished under this Agreement, and agrees that no such lien or claim shall be so filed or maintained by or on behalf of Contractor; and Contractor further agrees to save the Owner harmless from the lien or claim of liens against the aforesaid premises or any part thereof, or any buildings thereon, of any subcontractor, or any persons acting through or under the Contractor and agrees, that if at any time there shall be any evidence of the filing or maintenance of any such lien or claim for liens, the Owner shall not have the right to deduct from the amount otherwise due to the Contractor hereunder, the exact amount sufficient to indemnify it for any or all loss which may result from such lien or claim; and the Contractor further agrees that this waiver shall be an independent covenant, and shall operate and be effective, not only with respect to materials furnished or labor performed under and any Agreement supplemental to this principal Agreement and under any Agreement for extra labor or materials for the above described premises and buildings.

§ 9.3.4.1 Each Application for Payment or periodic estimate requesting payment shall be accompanied by a waiver of lien on account of prior payments from each Subcontractor. This waiver of lien shall include the dollar amount that the Subcontractor has been paid to date. Joint check payments can be included in the submission but are not required.

§ 9.3.4.2 Each Application for Payment or periodic estimate requesting payment shall be accompanied by a statement from each Subcontractor certifying that there are no delay claims for the period being paid.

§ 9.3.5 To the extent payment has been made by the Owner for amounts due, Owner shall be entitled to withhold payment to Contractor upon receipt of notice of any intent to file a lien in an amount sufficient to protect the interests of the Owner. Owner shall allow Contractor a reasonable opportunity to bond off a lien in the event a Subcontractor has not made payment to a supplier. Owner shall have the right, on its own with the Contractor's consent, to resolve any lien claims and deduct the costs thereof from any amounts due Contractor. In the event sufficient funds are not due Contractor, Contractor shall immediately pay to Owner any sums paid by Owner to resolve lien claim(s) upon demand.

§ 9.4 Certificates for Payment

§ 9.4.1 The Owner will, within (15) fifteen days after receipt of the Contractor's Application for Payment, either (1) issue to the a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) notify the Contractor in writing of any and all discrepancies, reasons for withholding certification in whole or in part, or other objections, as provided in Section 9.5.1. Failure to provide such notice within this five (3) day period shall be deemed a waiver of any objections the Owner may have had to the accuracy or completeness of the Certificate for Payment, and the Certificate shall be deemed accepted as submitted, subject to any rights otherwise preserved under the Contract. (3) withhold certification of the Application for Payment and notify the Contractor of the Owner's reason for withholding certification in whole as provided in Section 9.5.1. and allow for resubmission.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Owner, based on the evaluation of the Work and the data in the Application for Payment, that, to the best of the Owner's knowledge, information, and professional judgment, 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, to correction of minor deviations from the Contract Documents prior to completion, and to specifications expressed by the Architect.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Owner 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 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 or in progress of being remedied.
- .2 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment.
- .3 damage to a Separate Contractor;

§ 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 in full and in a time period of 24 hours.

§ 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 Contractor has issued a Certificate for Payment, the Owner shall make payment to the Contractor in accordance with the terms and conditions set forth in the Contract Documents. The payment shall be made in the manner and within the time specified in the Contract Documents. The Owner shall also notify the Architect in writing upon making such payment.

Progress payments to the Contractor shall be made via Wire Transfer directly into a separate bank account designated solely for the Subcontractors portion of work for that specific project. The Additional funds due to the contractor such as General conditions, General Requirements, Fee and other Misc expense are to go into the Contractors general funds account. The Contractor shall provide the necessary banking details for this payment method to the Owner at the commencement of the project.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than (7) seven days after receipt of payment from the Owner granted the payment has processed at the contractors financial institution, 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 Owner will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor 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 ten days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner, Architect nor Contractor 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. The Owner agrees not to hold Retainage on Materials for the project as supplier do not allow for retainage to be held form their payments.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall constitute acceptance of Work in accordance with the Contract Documents.

§ 9.6.7 Progress payments to the Contractor shall be made via Wire Transfer directly into a separate bank account designated solely for the specific project. The Contractor shall provide the necessary banking details for this payment method to the Owner at the commencement of the project.

§ 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

§ 9.7.1 If the owner does not issue a Certificate for Payment, through no fault of the Contractor, within 15 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 fourteen additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately, and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.7.2 (Removed)

§ 9.7.3.Liens

(1) If any subcontractor, vendor, or any other party for whom the Contractor is responsible files any lien against the Project and/or the Project site, the Contractor shall discharge such lien within fifteen (15) calendar days of the Contractor's learning of such lien, unless the Owner requests that the Contractor obtain a lien discharge bond in which case the Contractor shall obtain within the same fifteen (15) calendar day period, at no cost to the Owner, a lien discharge bond for which both the surety and the form of bond are acceptable to the Owner, (2) If the Contractor fails to discharge such lien (or, if requested by the Owner, fails to obtain a lien discharge bond acceptable to the Owner) within such fifteen (15) calendar day period, the Owner shall have the right to withhold from the next progress payment or any other sum payable to the Contractor an amount equal to one hundred percent (100%) of the amount of such lien plus (ii) reasonable and substantiated costs and expenses the Owner may incur related to such lien. Owner may either: (i) apply amounts so withheld to discharging such lien and paying the costs and expenses for; or (ii) retain such amounts (including amounts for costs and expenses) until such liens are discharged by the Contractor, thereafter crediting to the Contractor any amounts remaining after payment of the costs and expenses the Owner incurs related to such lien. (3) The Contractor shall defend, indemnify, and hold harmless the Owner from all costs and expenses incurred by the Owner in connection with such liens, unless and to the extent that such liens are the result of the Owner's failure to make timely payment of amounts due to the Contractor in accordance with the requirements of the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when (1) the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents; (2) the Owner can occupy or utilize the Work for its intended use; (3) the issuance of any type of Certificate of Occupancy if a Certificate of occupancy. (4) the premises have been cleaned as per Section 3.15; and (5) only minor items remain to be corrected or completed that have no significant interference with the Owner's use of the Work.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof designated in the Contract Documents for separate completion which the Owner agrees to accept separately, is substantially complete, as defined in Section 9.8.1 above, the Contractor shall notify the Architect and Owner in writing and shall prepare and submit to the Architect (1) a comprehensive list of items to be completed or corrected prior to final payment and (2) all temporary Certificates of occupancy, Certificates of Occupancy and applicable permits required by the Contract Documents, endorsed by the Contractor and in a form reasonably acceptable to the Architect and Owner. Promptly after receiving such notice, the Architect will conduct a preliminary review to determine whether or not the Documents are generally complete and correct. If the Architect finds on the basis of this review that the Contractor's notice and supporting documents are not generally complete or correct, the Architect will return them to the Contractor for revision and resubmittal, describing in general the additions or corrections required. If the Architect finds on one preliminary review of the Contractor's resubmittal that the resubmitted notice and supporting documents are still not generally complete and correct, the Contractor shall again correct and resubmit them. When the Architect finds on the basis of a preliminary review that the Contractor's notice and supporting documents are substantially complete, the Architect will proceed as stated in Section 9.8.3 below. 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 and Owner will make an inspection to determine whether the Work or designated portion thereof is reasonably and substantially complete. If the Architect's or Owner's inspection discloses any item 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 or Owner. In such case, the Contractor shall then submit a request for another inspection by the Architect or Owner 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. This list will be comprised of all items identified by the Contractor, Architect and Owner. 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 in accordance with Section 9.8.6. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.8.6 The retainage, as determined by the Owner Contractor Agreement, will continue to be withheld in full, and the Owner will release such retainage within thirty (30) days after the date of the issuance of a Certificate of Substantial Completion by the Architect. Further, the Owner will consider a reduction of retainage on a trade-by-trade (subcontractor-by-subcontractor) and building-by-building basis based upon their satisfactory progress and/or substantial completion of their Work prior to project Substantial Completion.

§ 9.8.7 The retainage, as determined by the Owner-Contractor Agreement, will be withheld in full throughout the course of the project. However, the Owner agrees to consider the partial release of retainage on a trade-by-trade or subcontractor-by-subcontractor basis, based on the satisfactory progress and/or substantial completion of their respective work. The Contractor may submit a written request for partial retainage release, providing adequate documentation to demonstrate that the specific trade or subcontractor has reached an acceptable level of completion, and that the work has been performed in accordance with the Contract Documents.

The Owner will evaluate the Contractor's request for partial retainage release of (50%) Fifty percent and will approve a partial release of the retainage based on the extent of work completed and the quality of that work. If approved, the Owner shall release a portion of the retainage, not exceeding the withheld amount for the specific trade or subcontractor, within thirty (30) days following the Contractor's submission of the request and the required documentation.

The Owner shall continue to withhold retainage for portions of the Work that are not yet completed, for trades or subcontractors that have not met the required progress or completion levels, or for work that has not been satisfactorily performed. Upon the issuance of the Certificate of Substantial Completion by the Architect, any remaining retainage shall be released in full, unless otherwise agreed in writing between the Owner and the Contractor.

§ 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.

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

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

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. 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 professional judgment, 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. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Owner prior to submission of the final Application for Payment. The final payment will not be made by the Owner until all close-out documents including as-built documents, operation and maintenance manuals, training and any other requirements identified in the Contract Documents have been received and accepted by the Owner and provided in the media and format requested by the Owner.

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

§ 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 and Owner 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 failure of the Work to comply with the requirements of the Contract Documents.
- .2 terms of special warranties required by the Contract Documents; or
- .3 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 safety precautions and programs in connection with the performance of the Contract. The Owner assumes no responsibility or liability for the safety of the Project site. Contractor shall be solely responsible for providing a safe place for the performance of the Work.

§ 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.

§ 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 excluding On site security guards. The contractor is to provide 2

security cameras on site from the time the dirt work is completed and valuable materials such as lumber start to arrive.

§ 10.2.4 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 foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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

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

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of 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.

§ 10.2.9 The Contractor shall, within five (5) business days, report in writing to the Owner and Architect all accidents out of or in connection with the Work that caused death, personal injury or property damage, giving names of those involved and any witnesses.

§ 10.2.10 The Contractor shall be responsible for the adequate strength and safety of all scaffolding, staging and hoisting equipment and for temporary shoring, bracing and tying.

§ 10.2.11 The Contractor shall, at all times, be responsible for maintaining fire safety on the site, including prompt removal of combustible rubbish, provision of fire extinguishing apparatus, and other measures, and/or services specified herein or required by the Fire Marshal or other authority having jurisdiction. If such authority determines that the Contractor has failed to provide or maintain adequate fire safety, the Contractor shall, at its own expense, provide any compensatory services, equipment or devices required by the authority having jurisdiction, including but not limited to maintaining a continuous fire watch.

§ 10.2.12 Cutting and welding to be performed in or immediately adjacent to existing spaces and shall be performed.

§ 10.2.13 The Contractor shall comply with the requirements of the Occupational Safety and Health Act and the Construction Safety Act of 1969, including all standards and regulations which have been promulgated by the governmental authorities which administer such Acts and said requirements, standards and regulations are incorporated herein by reference. The Contractor shall be directly responsible for compliance therewith on the part of its agents, employees, subcontractors, and material suppliers and shall directly receive and be responsible for all citations, assessments, fines or penalties which may be incurred by reason of its agents, employees, material suppliers or subcontractors, to so comply.

§ 10.2.14 The Contractor shall, protect excavations, trenches, buildings, and materials from typical accumulation of rainwater, ice, snow, back-up or leakage of sewers, drains, or other piping, and shall remove promptly any accumulation of water. The Contractor shall provide and operate pumps, piping and other equipment necessary to this end.

§ 10.2.15 The Contractor shall remove snow or ice within the limits of the Work indicated in the Contract Documents which might result in damage or delay.

§ 10.2.16 During the progress of the Work and at all times prior to the Date of Substantial Completion or occupancy of the Work by the Owner, whichever is earlier, the Contractor shall provide ventilation, and enclosure adequate to permit the Work to proceed in a timely fashion, and to prevent damage to completed Work or work in progress, or to

materials stored on the premises. The permanent heating and ventilation systems may be used for these purposes when available unless otherwise provided in the Contract Documents. The use of the permanent heating system for temporary heat shall not be subject to the prior written approval of the Owner and Architect.

§ 10.2.17 The Contractor shall be responsible for protecting the Work, materials and equipment at all times from commencement of Work until completion of its Work. It may, if it wishes, employ watchmen to assure such protection. The additional watchman and fire guard will be at actual cost to the owner as it is excluded from the project cost.

§ 10.2.18 In case of an emergency involving danger to life or property, the Contractor may act at its discretion to prevent injury or damage to the threatened life or property.

§ 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 in writing.

§ 10.3.2 Upon receipt of the Contractor's written or electronic 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. 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. Costs, of shutdown, delay, and start-up.

§ 10.3.2.1 If Hazardous Material is determined to be present on the site, the Contractor will cooperate with the Owner and the Owner's consultants and contractors to coordinate the Work in conjunction with the abatement, handling, disposal, or other procedures related to the presence of the Hazardous Material to maintain a safe working environment and to progress with the execution of the Work to avoid delay.

§ 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 reasonable 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, Owner's Representative, 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. Such coverage shall be maintained for no less than thirty days (30) Days following final payment. The Owner shall be named additional insureds. Contractor shall provide a Blanket Additional Insured Endorsement. Contractor shall provide Owner with evidence of workers' compensation coverage for full time on site staff for the contractor only. The Contractor shall not commence the Work under the Contract nor permit any subcontractor to commence work on a subcontract until all the insurance required is obtained. The Contractor may carry, at its own expense, such additional coverage as it may deem necessary. The Contractor shall not be deemed to be relieved of any responsibility by the fact it carries insurance. Should the Contractor at any time neglect or refuse to provide the insurance required herein or should such insurance be cancelled, or should the full annual aggregate or any policy not be available to satisfy the requirements of the Contract, the Owner shall have the right to procure such insurance and the cost thereof shall be deducted from monies then due or thereafter to become due the Contractor.

§ 11.1.1.1 The Contractor shall purchase the following types of project specific insurance, and maintain all insurance coverage for the life of the contract and said insurance shall be in effect for 30 Days following Substantial Completion, from an insurance company or companies. Such insurance shall protect and indemnify the Owner from all claims which may arise out of or result from the Contractor's obligations under this Agreement, whether caused by the Contractor or by a subcontractor or any person or entity directly or indirectly employed by said Contractor or by anyone for whose acts said Contractor may be liable:

A. Worker's Compensation

Contractor shall provide worker's compensation and employer's liability insurance that complies with the regulations of the State of Connecticut with limits no less than \$1,000,000 each accident by bodily injury; \$1,000,000 each accident by disease; and a policy limit of \$1,000,000. Such policy shall contain a waiver of subrogation endorsement in favor of the Owner.

B. Commercial General Liability Insurance

Contractor shall provide a commercial general liability insurance policy that includes products, operations and completed operations. Limits should be at least: Bodily injury & property damage with an occurrence limit of \$1,000,000; Personal & advertising injury limit of \$1,000,000 per occurrence; General aggregate limit of \$2,000,000 (other than products and completed operations); Products and completed operations aggregate limit of \$2,000,000. The policy shall name the Owner as an additional insured.

- Such coverage will be provided on an occurrence basis and will be primary and shall not contribute in any way to any insurance or self-insured retention carried by the Owner.
- Such policy shall contain a waiver of subrogation endorsement.

- Such coverage shall contain a broad form contractual liability endorsement or similar wording within the policy form.
- Such Policy shall name the Owner as an Additional Insured with respect to claims arising out of the Contractor's negligence or for the negligence of those for whom the Contractor is responsible, by endorsement, ISO Forms CG2010 (07-04) and CG 2037 (07-04).
- Such Policy shall be maintained for at least one year after Substantial Completion.

C. Commercial Automobile Insurance

Contractor shall provide commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. Such coverage shall also include hired and non-owned automobile coverage.

D. Umbrella Liability Insurance

Contractor shall provide an umbrella liability policy in excess (without restriction or limitation) of those limits described in items (A) through (C). Such policy shall contain limits of liability in the amount of \$5,000,000 each occurrence and \$5,000,000 in the aggregate which may be amended during the term of the contract if deemed reasonable and customary by the Owner at the sole cost and expense of the Contractor.

E. Errors/Omission: Professional Liability

Contractor shall provide, if required by the Owner, errors & omissions coverage covering the contractor's professional liability with a limit of \$1,000,000 per claim and \$1,000,000 in the aggregate, and maintain such policy for one year after Substantial Completion.

F. Pollution Liability

Contractor shall provide, if required by the Owner, pollution liability coverage covering the contractor's pollution liability exposure, with a limit of \$1,000,000 per claim and \$1,000,000 in the aggregate, and maintain such policy for the duration of the project. Owner shall be included as an additional insured.

§ 11.1.1.1.1 The limits specified in the Contract Documents are minimum requirements and shall not be construed in any way as limits of liability or as constituting acceptance by Owner of responsibility for losses in excess of such limits. The Contractor shall be responsible for all deductibles applicable to any insurance. No acceptance and/or approval of any insurance by Owner shall be construed as relieving or excusing Contractor from any liability or obligation imposed by the provisions of the Contract Documents.

The contractor shall provide a Blanket Additional Insured Endorsement and shall provide Owner with evidence of worker's compensation and all other required coverage.

§ 11.1.2 The Contractor shall not provide surety bonds of any type(s), for such penal sums, and subject to such terms and conditions as required by the Owner and Lender ~~Contract Documents~~. If the bond is not included in the original Contract Sum, the Owner shall be responsible for the full cost of the bond, payable in full to the surety company from funds not out of the GMP. This cost will amount to a 6% of the total Contract Sum or an alternative amount as determined by the Owner and Lender for a P and P Bond.

§ 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 ten (10) 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 written 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 Contractor shall purchase and maintain Builders risk 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 Contractor 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 Contractor shall inform the Owner in writing prior to commencement of the Work. Upon receipt of notice from the Contractor, the Owner 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 Contractor fails to procure coverage, the Contractor waives all rights against the Owner, 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 Contractor by a Change Order. If the Contractor does not provide written notice, and the Owner is damaged by the failure or neglect of the Owner to purchase or maintain the required builders risk insurance, the Contractor shall reimburse the Owner for all Actual and 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, flood, hail, acts of god 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 to the extent of actual recovery of any insurance proceeds obtained pursuant to this Section.

§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 or Owner's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect or Owner, be uncovered for the Architect's or Owner's examination and be replaced at the Owners expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect or Owner has not specifically requested to examine prior to its being covered, the Architect or Owner may request to see such Work and it shall be uncovered by the Contractor. 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 Owner 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, 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 thirty (60) day 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 not be reduced as appropriate and equitable as the work is already in place. This excludes items approved through the Submittal process that differ from the Construction documents. Such adjustment shall be affected 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.

§ 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 Furthermore, any action or failure to act by the Owner, Architect, or Contractor shall not constitute a waiver of any right, obligation, or duty afforded under the Contract, nor shall such action or failure to act be deemed an approval of or acquiescence in a breach thereof, except as may be specifically agreed upon in a written instrument executed by the party against whom the waiver is asserted. The Owner and Architect shall be held accountable for any delays, costs, or damages caused by failure to timely review, approve, or object in accordance with the requirements set forth in this Section.

§ 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 and engaged by the Owner, or with the appropriate public authority~~, and shall bear all related costs of tests, inspections, and approvals. The Owner will hire and pay for services as outlined in Section 2.2.6, from which reports will be forwarded to the Contractor. The Contractor shall give the Architect and Owner timely notice of when and where tests and inspections are to be made so that the Architect and Owner may observe 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, liabilities 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 and Owner of when and where tests and inspections are to be made so that the Architect and Owner 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 shall be at the Contractor's expense, including testing and costs related to remedial work. Such testing will be deducted from the final retainage at final payment.

§ 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 in electronic format.

§ 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.

§ 13.4.7 The Owner shall have the right to conduct testing and inspections related to, but not limited to, commissioning, soils testing, energy testing, structural testing, sheathing testing, Water testing, Waterproofing mechanical inspection and other inspections as outlined in Section 2.6 and 3.19.

§ 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.

§ 13.6 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice. The second for of notice will be electronically through Email, Project Management Coftware, Text and other electronic platform(s).

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, war, pandemic, natural disaster, flood, fire, infestation, famine, etc that requires all Work to be stopped;

- .3 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 Architect or Owner as described in Section 14.3, constitute in the aggregate more than 5 percent of the total number of days scheduled for completion, or 30 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 all Work executed, as well as reasonable overhead and profit on Work not executed, and direct costs incurred by reason of such termination. This is to include Payment for work executed, Reasonable Overhead and Profit on work not Executed, Direct costs incurred, General conditions and GC fee on work not completed, Retainage held by owner as of the date of termination, Salaries and employment costs.

§ 14.1.4 If the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, 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 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers.
- .2 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .3 otherwise is guilty of substantial breach of provisions of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, 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, Thirty 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 economic and 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 estimated costs by the Owner to finish the Work of the same specifications and quality as shown in the contract documents.

§ 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, reviewed by the Architect, and this obligation for payment and retainage shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 (Paragraph Removed)

§ 14.3.2 (Paragraph Removed)

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 *(Paragraph Deleted)*

§ 14.4.2 *(Paragraph Deleted)*

§ 14.4.3 *(Paragraph Deleted)*

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 1 year 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 must be initiated by written notice to the other party with a copy sent to the Architect. Claims by the Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim. Claims by the Owner must be initiated within 21 days after the claimant first recognizes the condition giving rise to the Claim. After a Change Order Request or a formal Change Order has been executed, additional Claim based on the same scope of work will be considered if additional work and time is required to remedy the claim.

§ 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, written 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, written 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, stoppage, shutdown, negligence, only one Claim is necessary. be as per Article 8.3. If the Contractor wishes to make a Claim for an increase in the Contract Time due to any delays, written notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of any additional costs and the probable effect of the delay on the progress of the Work. Delays may include interruptions caused by unforeseen site conditions, supply chain disruptions, adverse weather events, or

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stoppages beyond the Contractor's control. In addition, global issues such as war, international shipping delays, material shortages, labor constraints, embargos, trade restrictions, or tariffs can impact project timelines and availability of critical resources. If the delay continues over an extended period—such as a prolonged work stoppage, shutdown, third-party negligence, or broader global disruptions impacting work schedules—only one Claim is necessary, as per Article 8.3, covering the duration of the delay's impact on the project timeline.

§ 15.1.6.2 If weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data and had an adverse effect on the scheduled construction. as per Article 8.3.

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

§ 15.2 Initial Interpretation

§ 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 Architect for initial interpretation. An initial interpretation 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 Architect and all affected parties agree, the Architect will not decide disputes between the Contractor and persons or entities other than the Owner.

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

§ 15.2.3 In evaluating Claims, Architect 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 Architect in rendering an initial interpretation. The Architect may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Architect requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Architect when the response or supporting data will be furnished, or (3) advise the Architect that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Architect will either reject or ~~approve~~ recommend approval of the Claim in whole or in part.

§ 15.2.5 The Architect will render an initial interpretation or indicate that the Architect is unable to interpret the Claim. This initial interpretation shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties of any change in the Contract Sum or Contract Time or both. The interpretation shall be considered by 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 interpretation at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 (Paragraph Removed)

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

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

§ 15.3 Mediation

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

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

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

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

§ 15.4 Arbitration

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

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

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

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

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either

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

§ 15.4.4.2 Any unresolved claims between Owner and Contractor, Owner and Architect, Contractor and Architect, Contractor and its Surety, or Contractor and its Subcontractors or Suppliers may be submitted for arbitration as provided in this Section 15 and any or all of the parties named above shall, at the Owner's request, be joined or consolidated therein.

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



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General Conditions of the Contract for Construction

This Agreement made and entered into as of the ___ day of _____, 20__, by and between the undersigned parties, shall constitute the General Conditions of the Contract for Construction (AIA Document A201-2017). This document outlines the general conditions under which the Owner and Contractor agree to perform the work described in the associated Agreement Between Owner and Contractor.

By signing below, the Owner, Contractor, and Architect acknowledge their understanding of the terms and conditions outlined in this document and agree to be bound by them.

For the Owner:

Company Name: _____
Title: _____
Name of Signer: _____
Date: _____
Signature: _____

For the Contractor:

Company Name: _____
Title: _____
Name of Signer: _____
Date: _____
Signature: _____

For the Architect:

Company Name: _____
Title: _____
Name of Signer: _____
Date: _____
Signature: _____

This page will be completed at the final draft of the application of the contract.



EXHIBIT A

**Pecan Park Apartments – Multifamily
400 Units**

Bastrop, Texas

Bid Set Budget Estimate

February 5, 2025



EXECUTIVE SUMMARY

EXHIBIT A

The Pecan Park Apartments are a Texas Multifamily Community and will be a community of (17) 3 story wood framed buildings, with 400 residences located in the heart of Bastrop, Texas. The project will encompass approximately 374,000 NRSF and 438,066 GSF. This thoughtfully designed community will offer an array of amenities, including a maintenance building, dog wash station, bike shop. The project will take Approx 32 months to construct, the clubhouse and first tenant building will be ready by month number 12.

Residents will also enjoy a luxurious swimming pool and an outdoor spa with a poolside cabana, shade umbrellas, and ample outdoor seating in the clubhouse’s open-air back porch. The development will feature covered carport parking spaces and future private yards with individual gated access at the ground level. It will be equipped with prewired for Future EV charging stations, a dog park with seating areas, and grilling stations. Surrounding the community, concrete walking trails with two trellises and integrated sitting areas will offer a scenic space for leisurely strolls.

Each building’s exterior design will reflect a modern upscale farmhouse style, characterized by rich, warm brick, board and batten siding, and composition roofs with metal awnings at the front entry. The property’s distinctive and elegant appearance will be enhanced by design elements such as dark warm brick wainscot with gray mortar, creating a refined yet welcoming ambiance.

BID CD SET ESTIMATE AND SCHEDULE SUMMARY

COST OF WORK	\$ 50,953,046
BUILDING PERMIT	By Owner
PLAN CHECKING FEE	By Owner
DEVELOPER CONTINGENCY	By Owner
CM CONTINGENCY (.00%)	\$ -
<u>CONSTRUCTION PHASE FEE (2.00%)</u>	<u>\$ 1,019,061</u>
BID CD SET ESTIMATE AND SCHEDULE SUMMARY	\$ 51,972,106.52

COST PER UNIT	\$ 129,930
NRSF COST	\$ 138.96
GROSS SF COST	\$ 118.64
CONSTRUCTION DURATION	32 MONTHS



EXHIBIT A

EXECUTIVE SUMMARY BY MAJOR COST TYPE

<u>Sub-type</u>	<u>Total Units</u>	<u>Average SF</u>	<u>NRSF</u>	<u>Gross SF</u>
Garden Style	400		374,000	438,066
Type	Total Cost	NRSF COST	Gross SFt Cost	Percentage
Horizontal (No GC's)	\$ 4,122,766.00	\$ 11.02	\$ 9.41	7.93%
Vertical (NO landscape or GC's)	\$ 39,279,907.65	\$ 105.03	\$ 89.67	75.58%
Landscape	\$ 935,935.00	\$ 2.50	\$ 2.14	1.80%
Amenities	\$ 1,204,580.00	\$ 3.22	\$ 2.75	2.32%
General Cond/General Req	\$ 5,409,856.96	\$ 14.46	\$ 12.35	10.41%
Cost of Work	\$ 50,953,045.61	\$ 136.24	\$ 116.31	98.04%
CM CONTINGENCY (.00%)	\$ -	\$ -	\$ -	0.00%
CONSTRUCTION PHASE FEE (2.00%)	\$ 1,019,061	\$ 2.72	\$ 2.33	1.96%
Fee and Cont Total	\$ 1,019,061	2.72	2.33	1.96%
Totals	\$ 51,972,106.52	\$ 138.96	\$ 118.64	100%



Exhibit A

Project Name:	Pecan Park Apartments	BID SET	BID/NRSF	Cost Per Unit
		50,953,046	136.24	127,382.61
Developer:	Legend Communities Inc	51,972,107	138.96	129,930.27
Current Plans:		BID SET		
Region:	ASCENSION CONSTRUCTION GROUP	Dallas		
Soil Conditions:		Mixed Rock		
Project Type:		Garden		
Project Sub-Type:		For Rent		
Special Type:		N/A		
Fixture/Finish Lvl:		LEVEL 2 - MID		
Exterior Cladding		Siding and Brick		
# of Buildings:		19		
Acres:	732,244 total site SF	16.81 Acres		
# of Units:		400		
NRSF:		374,000		
Gross SF		438,066		
Assumed Start Date:		2/1/2025		
Project Duration:		32 Months		
		Avg. Unit: 935		

Cost Code	Description	BID SET	BID/NRSF	Current/Cost Per Unit
GENERAL CONDITIONS				
01-01-100	Administrative Overhead	697,247	1.86	1,743.12
01-01-110	Project Manager	594,313	1.59	1,485.78
01-01-112	Project Coordinator	496,369	1.33	1,240.92
01-01-120	Superintendent	489,710	1.31	1,224.27
01-01-130	Asst. Superintendent	659,032	1.76	1,647.58
01-01-140	Taxes	242,275	0.65	605.69
01-01-150	Health Insurance	110,755	0.30	276.89
01-01-170	General Labor	304,750	0.81	761.88
01-01-180	Temporary Toilets	57,864	0.15	144.66
01-01-190	Temporary Fencing	39,270	0.11	98.18
01-01-200	Printing/Mailing	51,260	0.14	128.15
01-01-210	Legal/Miscellaneous Expenses	49,500	0.13	123.75
01-01-220	Travel Expenses	36,800	0.10	92.00
01-01-240	Mobilization	69,758	0.19	174.40
	TOTAL	3,898,903	10.42	9,747.26
INSURANCE				
01-02-100	General Liability Insurance	260,000	0.70	650.00
01-02-110	Builder's Risk Insurance	306,336	0.82	765.84
01-02-120	Workers' Compensation	26,421	0.07	66.05
01-02-200	Subcontractor Bonds	-	-	-
	TOTAL	592,757	1.58	1,481.89



EXHIBIT A

	TEMPORARY UTILITIES			
01-03-100	Temporary Electric	60,000	0.16	150.00
01-03-110	Temporary Water	108,420	0.29	271.05
01-03-120	Temporary Gas	5,000	0.01	12.50
01-03-130	Phones/IT Services	142,972	0.38	357.43
	TOTAL	316,392	0.85	790.98
	EQUIPMENT/SUPPLIES			
01-04-100	Equipment Rental	72,350	0.19	180.88
01-04-110	Office/Trailer Rental	65,100	0.17	162.75
01-04-120	Office/Trailer Equipment	20,150	0.05	50.38
01-04-130	Office/Trailer Punch Out Supplies	50,000	0.13	125.00
01-04-140	Temporary Storage Trailer	16,850	0.05	42.13
01-04-150	Temporary Fire Extinguishers	32,000	0.09	80.00
01-04-152	Balcony Safety/Fall Protection/PPE	30,000	0.08	75.00
	TOTAL	286,450	0.77	716.13
	SECURITY			
01-05-100	Security Cameras	130,200	0.35	325.50
	TOTAL	130,200	0.35	325.50
	TESTING/INSPECTIONS/SURVEYING			
01-06-110	Field Inspections/Aerial Photos	45,155	0.12	112.89
01-06-120	Surveying	140,000	0.37	350.00
	TOTAL	185,155	0.50	462.89
	LAND DEVELOPMENT-ONSITE			
02-02-100	Erosion Control - Onsite	47,950	0.13	119.88
02-02-120	Excavation/Clearing	475,000	1.27	1,187.50
02-02-125	Additional Haul Off/Misc.	93,612	0.25	234.03
02-02-140	Sanitary Sewer - Private	261,914	0.70	654.79
02-02-150	Storm Drain - Onsite	340,941	0.91	852.35
02-02-160	Water/Fire Service - Private	712,257	1.90	1,780.64
02-02-191	Electrical Secondary Conduits/Conductors (aluminum)	245,000	0.66	612.50
02-02-192	Irrigation Sleeving	37,500	0.10	93.75
02-02-200	Retaining Walls	-	-	-
02-02-210	Concrete Paving/Curb and Gutter	1,467,342	3.92	3,668.36
02-02-212	Asphalt Paving	12,000	0.03	30.00
02-02-220	Private Sidewalks & AC Pads	335,850	0.90	839.63
02-02-221	Site Concrete	66,500	0.18	166.25
02-02-222	CIP Site Walls	-	-	-
02-02-230	Pavement Markings/Striping	26,900	0.07	67.25
	TOTAL	4,122,766	11.02	10,306.92
	FOUNDATIONS/CONCRETE			
03-02-100	Concrete Foundations	1,665,000.00	-	-
03-02-120	Termite Pre-treatment	8,401	0.02	21.00
	TOTAL	1,673,401	0.02	4,183.50
	MISCELLANEOUS STEEL			
03-05-110	Stairs	829,659	2.22	2,074.15
03-05-120	Handrails & Railings	154,326	0.41	385.82
03-05-130	Miscellaneous Steel	113,068	0.30	282.67
03-05-140	Vehicular Gates (Steel)	23,165	0.06	57.91
03-05-150	Perimeter Fence (Steel)	253,089	0.68	632.72
03-05-153	Private Yard Fencing (4 ft)	181,069	0.48	452.67
03-05-155	Dog Park Fencing (4 Foot)	11,745	0.03	
03-05-156	Pool Fencing	26,142	0.07	65.36
03-05-180	Awnings	100,000	0.27	250.00
03-05-182	Carports/Awnings/Shelters	294,100	0.79	735.25
03-05-184	Overhead Garage Doors	4,860	0.01	12.15
	TOTAL	1,991,223	5.32	4,978.06



EXHIBIT A

	FRAMING			
03-06-110	Rough Carpentry Material	3,547,064	9.48	8,867.66
03-06-120	Rough Carpentry Labor	3,190,694	8.53	7,976.73
03-06-130	Rough Carpentry Hardware/ Accessories	538,821	1.44	1,347.05
03-06-140	Trusses	1,671,878	4.47	4,179.70
	TOTAL	8,948,457	23.93	22,371.14
	ROOFING/METAL PANELS			
03-07-100	Roofing Materials & Labor	684,068	1.83	1,710.17
	TOTAL	684,068	1.83	1,710.17
	WINDOWS & GLASS			
03-08-100	Windows	470,000	1.26	1,175.00
03-08-110	Storefront	76,767	0.21	191.92
03-08-120	Reglazing	15,368	0.04	38.42
	TOTAL	562,135	1.50	1,405.34
	PLUMBING			
03-22-100	Plumbing System	3,067,000	8.20	7,667.50
03-22-102	Plumbing Fixtures	335,571	0.90	838.93
03-22-110	Water Sub-Meters	56,000	0.15	140.00
03-22-120	Tub Repair	30,000	0.08	75.00
	TOTAL	3,488,571	9.33	8,721.43
	HVAC			
03-23-100	HVAC System	2,243,000	6.00	5,607.50
	TOTAL	2,243,000	6.00	5,607.50
	ELECTRICAL			
03-26-100	Electrical Contract (Buildings)	2,923,600	7.82	7,309.00
03-26-110	Fire Alarm System	297,000	0.79	742.50
03-26-120	Low Voltage - Gates/Access Control	22,500	0.06	56.25
03-26-130	Low Voltage - CCTV (Camera) Systems	35,720	0.10	89.30
03-26-140	Unit Low Voltage - Communications	277,360	0.74	693.40
	TOTAL	3,556,180	9.51	8,890.45
	LIGHTING			
03-27-100	Unit Light Fixtures	580,000	1.55	1,450.00
	Site Lighting	25,000	0.07	62.50
	Landscape lighting	33,180	0.09	82.95
	TOTAL	638,180	1.55	1,595.45
	INSULATION			
04-01-100	Batt & Blown Insulation	742,451	1.99	1,856.13
	TOTAL	742,451	1.99	1,856.13
	DRYWALL			
04-02-100	Drywall & Texture - Material/Labor	2,354,400	6.30	5,886.00
04-02-200	Light Gauge Metal Framing	-	-	-
	TOTAL	2,354,400	6.30	5,886.00



EXHIBIT A

	MASONRY			
04-04-110	Brick	1,174,500	3.14	2,936.25
04-04-120	Stucco	556,700	1.49	1,391.75
04-04-140	Hardscape Masonry	20,800	0.06	52.00
04-04-141	Columns	12,000		
04-04-150	Masonry at Trash Enclosure	24,900	0.07	62.25
	TOTAL	1,788,900	4.75	4,472.25
	INTERIOR TRIM			
04-05-100	Doors/Trim Material	1,382,277	3.70	3,455.69
04-05-110	Doors/Trim Labor	375,593	1.00	938.98
	TOTAL	1,757,870	4.70	4,394.68
	PAINTING			
04-06-100	Painting	1,155,000	3.09	2,887.50
04-06-200	Fireproofing/Intumescent Paint	-	-	-
	TOTAL	1,155,000	3.09	2,887.50
	GUTTERS/DOWNSPOUTS			
04-07-100	Gutters & Downspouts	79,000	0.21	197.50
	TOTAL	79,000	0.21	197.50
	CERAMIC TILE			
04-08-99	Ceramic tile lump sum			
04-08-100	Unit Tub/SHOWER Surrounds	362,000	0.97	905.00
04-08-101	Unit Shower Floors			
04-08-102	Unit Shower Floor Schluter Kerdi System			
04-08-110	Kitchen Backsplashes	123,300	0.33	308.25
04-08-111	Master Bathroom Wall Backsplash		-	-
04-08-200	Unit Tile Flooring	-	-	-
	Accessories			
	TOTAL	485,300	1.30	1,213.25
	CABINETS/COUNTERTOPS			
04-09-100	Kitchen/Bath Cabinets - Material/Labor	1,340,000	3.58	3,350.00
04-09-110	Kitchen/Bath Countertops - Material/Labor	473,920	1.27	1,184.80
	TOTAL	1,813,920	4.85	4,534.80
	FINISH HARDWARE			
04-10-100	Finish Hdw./Bath Accessories	268,599	0.72	671.50
04-10-110	Finish Hdw. Labor	91,494	0.24	228.74
04-10-200	Mailboxes	71,625	0.19	179.06
04-10-210	Fire Extinguishers (under counter)	63,637	0.17	159.09
04-10-220	Shelving	15,000	0.04	37.50
04-10-230	Fireplaces	-	-	-
04-10-400	Signage	-	-	-
	TOTAL	510,355	1.36	1,275.89
	MIRRORS/SHOWER DOORS			
04-11-100	Mirrors	105,083	0.28	262.71
04-11-110	Shower Enclosures	203,056	0.54	507.64
	TOTAL	308,139	0.82	770.35
	FLOORING			
04-12-100	Unit Carpet	-	-	-
04-12-200	Unit Vinyl Flooring	625,600	1.67	1,564.00
04-12-300	Corridor Flooring	-	-	-
	TOTAL	625,600	1.67	1,564.00
	WINDOW COVERINGS			
04-13-100	Blinds - Material/Labor	166,400	0.44	416.00
04-13-200	Roller Shades	-	-	-
	TOTAL	166,400	0.44	416.00
	APPLIANCES			
04-14-100	Kitchen Appliances	936,081	2.50	2,340.20
04-14-110	Washer/Dryer	490,528	1.31	1,226.32
04-14-120	Specialty Appliances	4,199	0.01	10.50
	TOTAL	1,430,808	3.83	3,577.02
	CLEAN UP			
04-15-100	Trash Removal	680,000	1.82	1,700.00
04-15-102	Construction Trash Chute	-	-	-
04-15-110	Final Clean	149,000	0.40	372.50
04-15-120	Re-Clean	-	-	-
	TOTAL	829,000	2.22	2,072.50



EXHIBIT A

	SWIMMING POOL			
05-02-100	Pool & Spa	429,919	1.15	1,074.80
05-02-110	Pool Deck	139,475	0.37	348.69
	TOTAL	569,394	1.52	1,423.49
	LANDSCAPING			
05-03-100	Landscaping Contract	605,892	1.62	1,514.73
05-03-110	Topsoil/Sand	-	-	-
05-03-120	Fine Grade	12,000	0.03	30.00
05-03-130	Landscape Pavers	16,759	0.04	41.90
05-03-200	Landscape Irrigation	221,804	0.59	554.51
05-03-201	Landscape Irrigation Sleeves	45,980	0.12	114.95
05-03-210	Landscape Drainage	25,000	0.07	62.50
05-03-300	Hardscape	-	-	-
05-03-300.1	Rock Trenching	-	-	-
05-03-302	Astro turf at Amenity Areas	-	-	-
05-03-303	Landscape Maintenance Allowance	8,500	0.02	-
	TOTAL	935,935	2.48	2,339.84
	SITE AMENITY PACKAGE			
05-04-100	Site Furnishings	90,719	0.24	226.80
05-04-110	Amenity Shade Structures	-	-	-
05-04-115	Amenity Trellis	-	-	-
05-04-120	Entrance Sign (footer)	7,500	0.02	18.75
05-04-133	Grill island(s)	-	-	-
05-04-134	Grills	-	-	-
05-04-136	Pickel ball Court	45,000	0.12	112.50
05-04-200	Dog Park Astro Turf	-	-	-
05-04-201	Dog park Equipment	-	-	-
05-04-202	Dog park Fountian	-	-	-
05-04-300	Dog park Structures	-	-	-
	TOTAL	143,219	0.38	358.05
	CLUBHOUSE/AMENITY FINISHES			
06-01-100	Specialty Finishes	-	-	-
06-01-200	Amenity Exterior Doors	8,037	0.02	20.09
06-01-201	Amenity Interior Doors	20,093	0.05	50.23
06-01-202	Amenity Trim	130,610	0.35	326.53
06-01-203	Clubhouse Door Hardware	18,084	0.05	45.21
06-01-204	Club bath Accessories	24,112	0.06	60.28
06-01-205	Clubhouse Trim Labor	56,517	0.15	141.29
06-01-206	Clubhouse Hardware Labor	4,914	0.01	12.29
06-01-210	Amenity Cabinets (prefinishhd)	23,000	0.06	57.50
06-01-212	Amenity Countertops	-	-	-
06-01-220	Amenity Flooring	33,900	0.09	84.75
06-01-222	Amenity Tile	98,000	0.26	245.00
06-01-230	Amenity Plumbing Fixtures	6,500	0.02	16.25
06-01-232	Amenity Light Fixtures	-	-	-
06-01-233	EV Chargers	-	-	-
06-01-234	Epoxy floors/Sealed Concrete	-	-	-
06-01-240	Amenity Low Voltage	58,900	0.16	147.25
06-01-242	Specialty Concrete	-	-	-
06-01-250	Amenity Appliances	9,300	0.02	23.25
	TOTAL	491,967	1.32	1,229.92
	TOTAL HARD COSTS	50,953,046	136.24	127,382.61
50-01-110	2.0% GC FEE	1,019,061	2.72	2,547.65
		51,972,107	138.96	129,930.27



Ascension Construction Group, LLC

Printed on Sat May 10, 2025 at 05:29 pm CDT

Job #: 2025-01-03 Pecan Park Apartments - Bastrop Tx - 400 Unit Garden Style
516 W STATE HWY 71
Bastrop , Texas 78602

Exhibit C

Current Drawings

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
ARCHITECTURAL					
A1.01	SHEET CONTENTS ARCHITECTURAL SITE PLAN	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A1.01a	SHEET CONTENTS PLAN -OVERALL SITE LEVEL 1	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A1.02	SHEET CONTENTS RESEARCH, GENERAL NOTES, CODE SUMMARY	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A1.02a	SHEET CONTENTS TABULATIONS - BUILDING, UNIT, PARKING, OCCUPANCY, PLUMBING FIXTURES	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A1.03a	SHEET CONTENTS DWELLING UNIT ACCESSIBILITY - 2012 TAS-2009 ANSI-1998 FHA	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A1.03b	SHEET CONTENTS DWELLING UNIT ACCESSIBILITY - 2009 ANSI-IBC 2018	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A1.03c	SHEET CONTENTS DWELLING UNIT ACCESSIBILITY - 2020 FBC-AC FHA	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A1.03d	SHEET CONTENTS DWELLING UNITS ACCESSIBILITY KITCHENS - 2009 ANSI-IBC 2018	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A1.04a	SHEET CONTENTS PUBLIC ACCESSIBILITY - 2020 FBC-AC 2010 ADA	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A1.05	SHEET CONTENTS RATED ASSEMBLIES - INTERIOR/EXTERIOR WALLS	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A1.05a	SHEET CONTENTS RATED ASSEMBLIES - FLOOR-CEILING / WOOD	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A1.07	SHEET CONTENTS ACOUSTIC ASSEMBLIES	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A1.21	SHEET CONTENTS BUILDING TYPE I -LIFE SAFETY PLAN	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A1.21a	SHEET CONTENTS BUILDING TYPE I-A - LIFE SAFETY PLAN	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A1.22	SHEET CONTENTS BUILDING TYPE II -LIFE SAFETY PLAN	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A1.23	SHEET CONTENTS BUILDING TYPE III - LIFE SAFETY PLAN	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A1.24	SHEET CONTENTS BUILDING TYPE IV -LIFE SAFETY PLAN	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A1.28	SHEET CONTENTS CLUBHOUSE - LIFE SAFETY PLAN	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A2.00	SHEET CONTENTS DOOR SCHEDULE	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A2.10	SHEET CONTENTS EXTERIOR DOOR DETAILS	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A2.11	SHEET CONTENTS INTERIOR DOOR DETAILS	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A2.20	SHEET CONTENTS WINDOW SCHEDULE	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A2.30	SHEET CONTENTS WINDOW DETAILS	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A3.01	SHEET CONTENTS A1 UNIT PLANS	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A3.02	SHEET CONTENTS A2 UNIT PLANS	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A3.03	SHEET CONTENTS A3 UNIT PLANS	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A3.03a	SHEET CONTENTS A3 ANSI UNIT PLANS	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A3.04	SHEET CONTENTS A4 UNIT PLANS	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A3.05	SHEET CONTENTS B1 UNIT PLANS	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A3.06	SHEET CONTENTS B2 UNIT PLANS	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A3.07	SHEET CONTENTS B3 UNIT PLANS	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A3.07a	SHEET CONTENTS B3 ANSI UNIT PLANS	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A3.08	SHEET CONTENTS B4 UNIT PLANS	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)



Ascension Construction Group, LLC

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Job #: 2025-01-03 Pecan Park Apartments - Bastrop Tx - 400 Unit Garden Style
516 W STATE HWY 71
Bastrop , Texas 78602

Exhibit C

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
A3.09	SHEET CONTENTS C1 UNIT PLANS	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A3.09a	SHEET CONTENTS C1 ANSI UNIT PLANS	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A4.11	SHEET CONTENTS BUILDING TYPE I -FIRST FLOOR PLAN	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A4.12	SHEET CONTENTS BUILDING TYPE I -SECOND FLOOR PLAN	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A4.13	SHEET CONTENTS BUILDING TYPE I -THIRD FLOOR PLAN	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A4.14	SHEET CONTENTS BUILDING TYPE I -ROOF PLAN	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A4.15	SHEET CONTENTS BUILDING TYPE I - EXTERIOR ELEVATIONS	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A4.15a	SHEET CONTENTS BUILDING TYPE I - EXTERIOR ELEVATIONS	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A4.16	SHEET CONTENTS BUILDING TYPE I-A - FIRST FLOOR PLAN	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A4.17	SHEET CONTENTS BUILDING TYPE I-A - SECOND FLOOR PLAN	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A4.18	SHEET CONTENTS BUILDING TYPE I-A -THIRD FLOOR PLAN	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A4.19	SHEET CONTENTS BUILDING TYPE I-A -ROOF PLAN	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A4.20	SHEET CONTENTS BUILDING TYPE I-A - EXTERIOR ELEVATIONS	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A4.20a	SHEET CONTENTS BUILDING TYPE I-A - EXTERIOR ELEVATIONS	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A4.21	SHEET CONTENTS BUILDING TYPE II -FIRST FLOOR PLAN	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A4.22	SHEET CONTENTS BUILDING TYPE II - SECOND FLOOR PLAN	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A4.23	SHEET CONTENTS BUILDING TYPE II -THIRD FLOOR PLAN	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A4.24	SHEET CONTENTS BUILDING TYPE II -ROOF PLAN	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A4.25	SHEET CONTENTS BUILDING TYPE II - EXTERIOR ELEVATIONS	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A4.25a	SHEET CONTENTS BUILDING TYPE II - EXTERIOR ELEVATIONS	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A4.31	SHEET CONTENTS BUILDING TYPE III - FIRST FLOOR PLAN	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A4.32	SHEET CONTENTS BUILDING TYPE III - SECOND FLOOR PLAN	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A4.33	SHEET CONTENTS BUILDING TYPE III - THIRD FLOOR PLAN	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A4.34	SHEET CONTENTS BUILDING TYPE III -ROOF PLAN	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A4.35	SHEET CONTENTS BUILDING TYPE III - EXTERIOR ELEVATIONS	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A4.35a	SHEET CONTENTS BUILDING TYPE III - EXTERIOR ELEVATIONS	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A4.41	SHEET CONTENTS BUILDING TYPE IV -FIRST FLOOR PLAN	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A4.42	SHEET CONTENTS BUILDING TYPE IV - SECOND FLOOR PLAN	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A4.43	SHEET CONTENTS BUILDING TYPE IV -THIRD FLOOR PLAN	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A4.44	SHEET CONTENTS BUILDING TYPE IV -ROOF PLAN	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A4.45	SHEET CONTENTS BUILDING TYPE IV - EXTERIOR ELEVATIONS	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A4.45a	SHEET CONTENTS BUILDING TYPE IV - EXTERIOR ELEVATIONS	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A5.01	SHEET CONTENTS BUILDING TYPE I & I-A -BUILDING SECTIONS	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A5.02	SHEET CONTENTS BUILDING TYPE II - BUILDING SECTIONS	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A5.03	SHEET CONTENTS BUILDING TYPE III - BUILDING SECTIONS	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A5.04	SHEET CONTENTS BUILDING TYPE IV - BUILDING SECTIONS	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A5.10	SHEET CONTENTS INTERIOR WALL SECTIONS	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A5.20	SHEET CONTENTS EXTERIOR WALL SECTIONS	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)



Ascension Construction Group, LLC

Printed on Sat May 10, 2025 at 05:29 pm CDT

Job #: 2025-01-03 Pecan Park Apartments - Bastrop Tx - 400 Unit Garden Style
516 W STATE HWY 71
Bastrop , Texas 78602

Exhibit C

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
A6.10	SHEET CONTENTS METAL PAN STAIR DETAILS	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A6.11	SHEET CONTENTS STAIR PLANS & SECTIONS	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A7.00	SHEET CONTENTS EXTERIOR PENETRATIONS	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A7.01	SHEET CONTENTS BALCONY DETAILS	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A7.02	SHEET CONTENTS EXTERIOR DETAILS	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A7.10	SHEET CONTENTS INSIDE OUTSIDE CORNERS / 1 HR	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A7.11	SHEET CONTENTS VERTICAL/HORIZONTAL MATERIAL TRANSITIONS / 1HR	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A7.20	SHEET CONTENTS INTERIOR WALL DETAILS	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A7.30	SHEET CONTENTS BALCONY WP	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A7.40	SHEET CONTENTS PITCHED ROOF	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A7.50a	SHEET CONTENTS INTERIOR DETAILS	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A7.50b	SHEET CONTENTS INTERIOR DETAILS	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A8.11	SHEET CONTENTS CLUBHOUSE DIMENSION PLAN	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A8.12	SHEET CONTENTS CLUBHOUSE REFERENCE PLAN	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A8.13	SHEET CONTENTS CLUBHOUSE - ENLARGED PLANS & INTERIOR ELEVATIONS	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A8.14	SHEET CONTENTS CLUBHOUSE BUILDING - ROOF PLAN	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A8.15	SHEET CONTENTS CLUBHOUSE BUILDING - EXTERIOR ELEVATIONS	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A8.16	SHEET CONTENTS CLUBHOUSE BUILDING - EXTERIOR ELEVATIONS	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A8.17	SHEET CONTENTS CLUBHOUSE - BUILDING SECTIONS	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A9.10	SHEET CONTENTS MAIL KIOSK	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A9.20	SHEET CONTENTS MAINTENANCE BUILDING	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
A9.30	SHEET CONTENTS TRASH ENCLOSURE	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
G0.01	SHEET CONTENTS INDEX OF DRAWINGS	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
G1.00	SHEET CONTENTS COVER SHEET	0	12/08/2022	12/31/2025	Bid Set -12/09/2022 (12/08/22)
Civil					
C1	Approved Copy	0	12/11/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
C2	Approved Copy	0	12/11/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
C3	Approved Copy	0	12/11/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
C4	Approved Copy	0	12/11/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
C5	Approved Copy	0	12/11/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
C6	EXISTING CONDITIONS AND DEMOLITION PLAN	0	12/11/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
C7	EROSION & SEDIMENTATION CONTROL PLAN	0	12/11/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
C8	EROSION CONTROL NOTES AND DETAILS	0	12/11/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
C9	PHASE PLAN	0	12/11/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
C10	OVERALL SITE PLAN	0	12/11/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
C11	ENLARGED SITE PLAN NORTH	0	12/11/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
C12	ENLARGED SITE PLAN SOUTH	0	12/11/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
C13	SITE DETAILS (1 OF 2)	0	12/11/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)



Ascension Construction Group, LLC

Printed on Sat May 10, 2025 at 05:29 pm CDT

Job #: 2025-01-03 Pecan Park Apartments - Bastrop Tx - 400 Unit Garden Style
516 W STATE HWY 71
Bastrop , Texas 78602

Exhibit C

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
C14	SITE DETAILS (2 OF 2)	0	12/11/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
C15	FIRE ACCESS AND CONTROL PLAN	0	12/11/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
C16	OVERALL GRADING PLAN	0	12/11/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
C17	ENLARGED GRADING PLAN (1 OF 6)	0	12/11/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
C18	ENLARGED GRADING PLAN (2 OF 6)	0	12/11/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
C19	ENLARGED GRADING PLAN (3 OF 6)	0	12/11/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
C20	ENLARGED GRADING PLAN (4 OF 6)	0	12/11/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
C21	ENLARGED GRADING PLAN (5 OF 6)	0	12/11/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
C22	ENLARGED GRADING PLAN (6 OF 6)	0	12/11/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
C23	OVERALL WATER PLAN	0	12/11/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
C24	ENLARGED WATER PLAN NORTH	0	12/11/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
C25	ENLARGED WATER PLAN SOUTH	0	12/11/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
C26	WATER DETAILS	0	12/11/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
C27	OVERALL WASTEWATER PLAN	0	12/11/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
C28	WWLN A (0+00 TO END)	0	12/11/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
C29	WWLN A (0+00 TO END)	1	12/11/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
C30	WWLN C & WWLN D (0+00 TO END)	0	12/11/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
C31	WWLN STUBOUTS (1 OF 2)	0	12/11/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
C32	WWLN STUBOUTS (2 OF 2)	0	12/11/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
C34	SITE DRAINAGE PLAN	0	12/11/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
C35	OVERALL STORM PLAN	0	12/11/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
C36	LAT A-2, SSLN A AND B (0+00 TO END)	0	12/11/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
C37	LAT A-2, SSLN A AND B (0+00 TO END)	0	12/11/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
C38	SSLN E (0+00 TO END)	0	12/11/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
C39	STORM DETAILS	0	12/11/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
Electrical					
E3.01	SHEET CONTENTS A UNIT PLANS - ELECTRICAL	0	06/29/2023	12/13/2024	Bid Set -12/09/2022 (12/08/22)
E3.02	SHEET CONTENTS B & C UNIT PLANS - ELECTRICAL	0	06/29/2023	12/13/2024	Bid Set -12/09/2022 (12/08/22)
E3.03	SHEET CONTENTS ANSI UNIT PLANS, MAIL KIOSK, & MAINTENANCE BLDGS - ELECTRICAL	0	06/29/2023	12/13/2024	Bid Set -12/09/2022 (12/08/22)
E4.11	SHEET CONTENTS BUILDING TYPE I - FIRST FLOOR - ELECTRICAL	0	06/29/2023	12/13/2024	Bid Set -12/09/2022 (12/08/22)
E4.12	SHEET CONTENTS BUILDING TYPE I - SECOND FLOOR - ELECTRICAL	0	06/29/2023	12/13/2024	Bid Set -12/09/2022 (12/08/22)
E4.13	SHEET CONTENTS BUILDING TYPE I - THIRD FLOOR - ELECTRICAL	0	06/29/2023	12/13/2024	Bid Set -12/09/2022 (12/08/22)
E4.17	SHEET CONTENTS BUILDING TYPE I-A - FIRST FLOOR - ELECTRICAL	0	06/29/2023	12/13/2024	Bid Set -12/09/2022 (12/08/22)
E4.18	SHEET CONTENTS BUILDING TYPE I-A - SECOND FLOOR - ELECTRICAL	0	06/29/2023	12/13/2024	Bid Set -12/09/2022 (12/08/22)
E4.19	SHEET CONTENTS BUILDING TYPE I-A - THIRD FLOOR - ELECTRICAL	0	06/29/2023	12/13/2024	Bid Set -12/09/2022 (12/08/22)
E4.23	SHEET CONTENTS BUILDING TYPE II - FIRST FLOOR - ELECTRICAL	0	06/29/2023	12/13/2024	Bid Set -12/09/2022 (12/08/22)
E4.24	SHEET CONTENTS BUILDING TYPE II - SECOND FLOOR - ELECTRICAL	0	06/29/2023	12/13/2024	Bid Set -12/09/2022 (12/08/22)
E4.25	SHEET CONTENTS BUILDING TYPE II - THIRD FLOOR - ELECTRICAL	0	06/29/2023	12/13/2024	Bid Set -12/09/2022 (12/08/22)



Ascension Construction Group, LLC

Printed on Sat May 10, 2025 at 05:29 pm CDT

Job #: 2025-01-03 Pecan Park Apartments - Bastrop Tx - 400 Unit Garden Style
516 W STATE HWY 71
Bastrop , Texas 78602

Exhibit C

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
E4.29	SHEET CONTENTS BUILDING TYPE III - FIRST FLOOR - ELECTRICAL	0	06/29/2023	12/13/2024	Bid Set -12/09/2022 (12/08/22)
E4.30	SHEET CONTENTS BUILDING TYPE III - SECOND FLOOR - ELECTRICAL	0	06/29/2023	12/13/2024	Bid Set -12/09/2022 (12/08/22)
E4.31	SHEET CONTENTS BUILDING TYPE III - THIRD FLOOR - ELECTRICAL	0	06/29/2023	12/13/2024	Bid Set -12/09/2022 (12/08/22)
E4.41	SHEET CONTENTS BUILDING TYPE IV - FIRST FLOOR - ELECTRICAL	0	06/29/2023	12/13/2024	Bid Set -12/09/2022 (12/08/22)
E4.42	SHEET CONTENTS BUILDING TYPE IV - SECOND FLOOR - ELECTRICAL	0	06/29/2023	12/13/2024	Bid Set -12/09/2022 (12/08/22)
E4.43	SHEET CONTENTS BUILDING TYPE IV - THIRD FLOOR - ELECTRICAL	0	06/29/2023	12/13/2024	Bid Set -12/09/2022 (12/08/22)
E4.51	SHEET CONTENTS CLUB HOUSE BUILDING - FLOOR PLAN - LIGHTING	0	06/29/2023	12/13/2024	Bid Set -12/09/2022 (12/08/22)
E4.52	SHEET CONTENTS CLUB HOUSE BUILDING - FLOOR PLAN - POWER	0	06/29/2023	12/13/2024	Bid Set -12/09/2022 (12/08/22)
E5.00	SHEET CONTENTS SCHEDULES - ELECTRICAL	0	06/29/2023	12/13/2024	Bid Set -12/09/2022 (12/08/22)
E5.01	SHEET CONTENTS SCHEDULES - ELECTRICAL	0	06/29/2023	12/13/2024	Bid Set -12/09/2022 (12/08/22)
E5.02	SHEET CONTENTS SCHEDULES - ELECTRICAL	0	06/29/2023	12/13/2024	Bid Set -12/09/2022 (12/08/22)
E5.03	SHEET CONTENTS SCHEDULES - ELECTRICAL	0	06/29/2023	12/13/2024	Bid Set -12/09/2022 (12/08/22)
E6.00	SHEET CONTENTS DETAILS - ELECTRICAL	0	06/29/2023	12/13/2024	Bid Set -12/09/2022 (12/08/22)
E6.01	SHEET CONTENTS DETAILS - ELECTRICAL	0	06/29/2023	12/13/2024	Bid Set -12/09/2022 (12/08/22)
E7.00	SHEET CONTENTS RISER DIAGRAMS - ELECTRICAL	0	06/29/2023	12/13/2024	Bid Set -12/09/2022 (12/08/22)
E7.01	SHEET CONTENTS RISER DIAGRAMS - ELECTRICAL	0	06/29/2023	12/13/2024	Bid Set -12/09/2022 (12/08/22)
E7.02	SHEET CONTENTS RISER DIAGRAMS - ELECTRICAL	0	06/29/2023	12/13/2024	Bid Set -12/09/2022 (12/08/22)
E7.03	SHEET CONTENTS RISER DIAGRAMS - ELECTRICAL	0	06/29/2023	12/13/2024	Bid Set -12/09/2022 (12/08/22)
E7.04	SHEET CONTENTS RISER DIAGRAMS - ELECTRICAL	0	06/29/2023	12/13/2024	Bid Set -12/09/2022 (12/08/22)
Interior					
C33	WASTEWATER DETAILS	0	12/11/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
Landscape					
L1.00	COVER SHEET	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
L2.00	UTILITY COORDINATION ITEMS	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
L2.02	STRUCTURAL COORDINATION ITEMS	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
L2.03	STRUCTURAL COORDINATION ITEMS	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
L2.04	FENCING COORDINATION	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
L2.05	FENCING COORDINATION	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
L3.00	GRADING PLAN	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
L3.01	DRAINAGE PLAN	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
L4.00	DIMENSION SITE PLAN	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
L4.01	DIMENSION SITE PLAN	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
L4.02	DIMENSION SITE PLAN	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
L4.03	DIMENSION PLAN	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
L4.04	DIMENSION PLAN	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
L5.00	HARDSCAPE SITE PLAN	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
L5.01	HARDSCAPE SITE PLAN	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
L5.02	HARDSCAPE SITE PLAN	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)



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 516 W STATE HWY 71
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Exhibit C

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
L5.03	HARDSCAPE PLAN	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
L5.04	HARDSCAPE PLAN	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
L5.05	HARDSCAPE MATERIAL BOARD	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
L5.06	SHEET NUMBER	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
L6.00	SITE DETAILS	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
L6.01	SITE DETAILS	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
L6.02	SITE DETAILS	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
L6.03	SITE DETAILS	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
L6.04	SITE DETAILS	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
L7.00	LIGHTING PLAN	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
L7.01	LIGHTING PLAN	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
L8.00	LANDSCAPE PLAN	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
L8.01	LANDSCAPE PLAN	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
L8.02	LANDSCAPE PLAN	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
L8.03	LANDSCAPE IMAGES	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
L9.00	IRRIGATION PLAN	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
L9.01	IRRIGATION PLAN	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
L9.02	IRRIGATION PLAN	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
L10.00	GENERAL LANDSCAPE & IRRIGATION DETAILS	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
Mechanical					
M3.01	SHEET CONTENTS A UNIT PLANS - MECHANICAL	0	05/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)
M3.02	SHEET CONTENTS B & C UNIT PLANS - MECHANICAL	0	05/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)
M3.03	SHEET CONTENTS ANSI UNIT PLANS & MAINTENANCE BLDG - MECHANICAL	0	05/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)
M4.11	SHEET CONTENTS BUILDING TYPE I - FIRST FLOOR - MECHANICAL	0	05/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)
M4.12	SHEET CONTENTS BUILDING TYPE I - SECOND FLOOR - MECHANICAL	0	05/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)
M4.13	SHEET CONTENTS BUILDING TYPE I - THIRD FLOOR - MECHANICAL	0	05/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)
M4.17	SHEET CONTENTS BUILDING TYPE I-A - FIRST FLOOR - MECHANICAL	0	05/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)
M4.18	SHEET CONTENTS BUILDING TYPE I-A - SECOND FLOOR - MECHANICAL	0	05/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)
M4.19	SHEET CONTENTS BUILDING TYPE I-A - THIRD FLOOR - MECHANICAL	0	05/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)
M4.23	SHEET CONTENTS BUILDING TYPE II - FIRST FLOOR - MECHANICAL	0	05/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)
M4.24	SHEET CONTENTS BUILDING TYPE II - SECOND FLOOR - MECHANICAL	0	05/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)
M4.25	SHEET CONTENTS BUILDING TYPE II - THIRD FLOOR - MECHANICAL	0	05/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)
M4.29	SHEET CONTENTS BUILDING TYPE III - FIRST FLOOR - MECHANICAL	0	05/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)
M4.30	SHEET CONTENTS BUILDING TYPE III - SECOND FLOOR - MECHANICAL	0	05/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)
M4.31	SHEET CONTENTS BUILDING TYPE III - THIRD FLOOR - MECHANICAL	0	05/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)
M4.41	SHEET CONTENTS BUILDING TYPE IV - FIRST FLOOR - MECHANICAL	0	05/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)
M4.42	SHEET CONTENTS BUILDING TYPE IV - SECOND FLOOR - MECHANICAL	0	05/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)
M4.43	SHEET CONTENTS BUILDING TYPE IV - THIRD FLOOR - MECHANICAL	0	05/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)



Ascension Construction Group, LLC

Printed on Sat May 10, 2025 at 05:29 pm CDT

Job #: 2025-01-03 Pecan Park Apartments - Bastrop Tx - 400 Unit Garden Style
516 W STATE HWY 71
Bastrop , Texas 78602

Exhibit C

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
M4.51	SHEET CONTENTS CLUB HOUSE BUILDING - FLOOR PLAN - MECHANICAL	0	05/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)
M5.00	SHEET CONTENTS SCHEDULES - MECHANICAL	0	05/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)
M6.00	SHEET CONTENTS DETAILS - MECHANICAL	0	05/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)
M6.01	SHEET CONTENTS DETAILS - MECHANICAL	0	05/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)
MEP					
MEP1.00	SHEET CONTENTS SYMBOLS LEGEND - MEP	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
MEP1.01	SHEET CONTENTS SITE PLAN - MEP	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
MEP1.02	SHEET CONTENTS SITE PLAN - MEP	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
MEP1.03	SHEET CONTENTS UL DETAILS - MEP	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
MEP1.04	SHEET CONTENTS UL DETAILS- MEP	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
MEP4.14	SHEET CONTENTS BUILDING TYPE I - ROOF PLAN - MEP	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
MEP4.20	SHEET CONTENTS BUILDING TYPE I-A - ROOF PLAN - MEP	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
MEP4.26	SHEET CONTENTS BUILDING TYPE II - ROOF PLAN - MEP	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
MEP4.32	SHEET CONTENTS BUILDING TYPE III - ROOF PLAN - MEP	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
MEP4.44	SHEET CONTENTS BUILDING TYPE IV - ROOF PLAN - MEP	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
Plumbing					
P3.01	SHEET CONTENTS A UNIT PLANS - PLUMBING	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
P3.02	SHEET CONTENTS B & C UNIT PLANS - PLUMBING	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
P3.03	SHEET CONTENTS ANSI UNIT PLANS & MAINTENANCE BLDG - PLUMBING	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
P4.11	SHEET CONTENTS BUILDING TYPE I - UNDER & FIRST FLOOR - PLUMBING	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
P4.12	SHEET CONTENTS BUILDING TYPE I - SECOND FLOOR - PLUMBING	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
P4.13	SHEET CONTENTS BUILDING TYPE I - THIRD FLOOR - PLUMBING	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
P4.17	SHEET CONTENTS BUILDING TYPE I-A - UNDER & FIRST FLOOR - PLUMBING	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
P4.18	SHEET CONTENTS BUILDING TYPE I-A - SECOND FLOOR - PLUMBING	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
P4.19	SHEET CONTENTS BUILDING TYPE I-A - THIRD FLOOR - PLUMBING	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
P4.23	SHEET CONTENTS BUILDING TYPE II - UNDER & FIRST FLOOR - PLUMBING	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
P4.24	SHEET CONTENTS BUILDING TYPE II - SECOND FLOOR - PLUMBING	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
P4.25	SHEET CONTENTS BUILDING TYPE II - THIRD FLOOR - PLUMBING	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
P4.29	SHEET CONTENTS BUILDING TYPE III - UNDER & FIRST FLOOR - PLUMBING	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
P4.30	SHEET CONTENTS BUILDING TYPE III - SECOND FLOOR - PLUMBING	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
P4.31	SHEET CONTENTS BUILDING TYPE III - THIRD FLOOR - PLUMBING	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
P4.41	SHEET CONTENTS BUILDING TYPE IV - UNDER & FIRST FLOOR - PLUMBING	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
P4.42	SHEET CONTENTS BUILDING TYPE IV - SECOND FLOOR - PLUMBING	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
P4.43	SHEET CONTENTS BUILDING TYPE IV - THIRD FLOOR - PLUMBING	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
P4.50	SHEET CONTENTS CLUB HOUSE BUILDING - FLOOR PLAN - PLUMBING UNDER FLOOR	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
P4.51	SHEET CONTENTS CLUB HOUSE BUILDING - FLOOR PLAN - PLUMBING	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
P5.00	SHEET CONTENTS SCHEDULES - PLUMBING	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
P6.00	SHEET CONTENTS DETAILS - PLUMBING	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)



Ascension Construction Group, LLC

Printed on Sat May 10, 2025 at 05:29 pm CDT

Job #: 2025-01-03 Pecan Park Apartments - Bastrop Tx - 400 Unit Garden Style
 516 W STATE HWY 71
 Bastrop , Texas 78602

Exhibit C

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
P6.01	SHEET CONTENTS DETAILS - PLUMBING	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
P7.00	SHEET CONTENTS RISER DIAGRAMS - PLUMBING	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
P7.01	SHEET CONTENTS RISER DIAGRAMS - PLUMBING	0	06/29/2023	12/19/2024	Bid Set -12/09/2022 (12/08/22)
Structural					
S0.01	GENERAL STRUCTURAL NOTES AND ABBREVIATIONS	0	06/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)
S0.02	GENERAL STRUCTURAL NOTES CONT.	0	06/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)
S0.03	TYPICAL DETAILS	0	06/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)
S0.04	TYPICAL DETAILS	0	06/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)
S0.05	TYPICAL DETAILS	0	06/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)
S0.06	SHEARWALL ASSEMBLIES AND SCHEDULES	0	06/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)
S1.01	FOUNDATION PLAN - BLDG TYPE 1	0	06/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)
S1.02	FOUNDATION PLAN - BLDG TYPE 1A	0	06/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)
S1.03	FOUNDATION PLAN - BLDG TYPE 2	0	06/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)
S1.04	FOUNDATION PLAN - BLDG TYPE 3	0	06/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)
S1.05	FOUNDATION PLAN - BLDG TYPE 4	0	06/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)
S1.06	FOUNDATION PLAN - CLUB HOUSE	0	06/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)
S1.07	FOUNDATION PLAN - TRASH, MAINTENCE, AND MAIL BUILDINGS	0	06/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)
S2.01	2ND FLOOR FRAMING PLAN -BLDG TYPE 1	0	06/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)
S2.02	3RD FLOOR FRAMING PLAN -BLDG TYPE 1	0	06/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)
S2.03	ROOF FRAMING PLAN - BLDG TYPE 1	0	06/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)
S2.04	2ND FLOOR FRAMING PLAN -BLDG TYPE 1A	0	06/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)
S2.05	3RD FLOOR FRAMING PLAN -BLDG TYPE 1A	0	06/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)
S2.06	ROOF FRAMING PLAN - BLDG TYPE 1A	0	06/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)
S2.07	2ND FLOOR FRAMING PLAN -BLDG TYPE 2	0	06/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)
S2.08	3RD FLOOR FRAMING PLAN -BLDG TYPE 2	0	06/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)
S2.09	ROOF FRAMING PLAN - BLDG TYPE 2	0	06/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)
S2.10	2ND FLOOR FRAMING PLAN -BLDG TYPE 3	0	06/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)
S2.11	3RD FLOOR FRAMING PLAN -BLDG TYPE 3	0	06/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)
S2.12	ROOF FRAMING PLAN - BLDG TYPE 3	0	06/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)
S2.13	2ND FLOOR FRAMING PLAN -BLDG TYPE 4	0	06/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)
S2.14	3RD FLOOR FRAMING PLAN -BLDG TYPE 4	0	06/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)
S2.15	ROOF FRAMING PLAN - BLDG TYPE 4	0	06/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)
S2.16	ROOF FRAMING PLAN - CLUB HOUSE	0	06/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)
S2.17	ROOF FRAMING PLAN - TRASH, MAINTENCE, AND MAIL BUILDINGS	0	06/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)
S3.01	UNIT FLOOR FRAMING PLANS	0	06/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)
S3.02	UNIT FLOOR FRAMING PLANS	0	06/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)
S3.03	UNIT FLOOR FRAMING PLANS	0	06/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)
S3.04	UNIT ROOF FRAMING PLANS	0	06/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)



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Printed on Sat May 10, 2025 at 05:29 pm CDT

Job #: 2025-01-03 Pecan Park Apartments - Bastrop Tx - 400 Unit Garden Style
516 W STATE HWY 71
Bastrop , Texas 78602

Exhibit C

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
S3.05	UNIT ROOF FRAMING PLANS	0	06/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)
S3.06	UNIT ROOF FRAMING PLANS	0	06/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)
S4.01	FOUNDATION DETAILS	0	06/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)
S4.02	FOUNDATION DETAILS	0	06/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)
S5.01	FLOOR FRAMING DETAILS	0	06/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)
S5.02	FLOOR FRAMING DETAILS	0	06/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)
S6.01	ROOF FRAMING DETAILS	0	06/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)
S6.02	ROOF FRAMING DETAILS	0	06/29/2023	12/12/2025	Bid Set -12/09/2022 (12/08/22)



Qualifications, Clarifications, Assumptions and Exclusions

General Assumptions.

Pricing Excludes the Following:

- Architectural, Civil, MEP, and Structural design fees all professional design service fees are excluded.
- Green building requirements
- Impact fees, water meter fees, Tap fees, Inspection Fees, Permit fees.
- Site development fees, TXDOT Permits, and building permit fees.
- Energy, Gas & Telecommunication distribution cost to site, and fees.
- All Special Inspections including soils testing, waterproofing, concrete testing, Framing and envelope inspections, structural, Waterproofing, fire caulk, HVAC commissioning, Water Testing.
- ADA review or inspection costs.
- Tree fertilization, Tree Protection, Trimming, or Maintenance of Protected areas.
- ALTA survey. We will provide form surveys for all foundations to be used for the ALTA Survey.
- Green Building Requirements Rating or Requirements.
- LEED requirements.
- Hazardous waste disposal.
- Underground cavern fill affected soil haul-off, unforeseen sub-surface conditions, subsurface slabs, piers, and other concrete structures.
- Asbestos abatement.
- GC P&P bond, subcontractor P&P bonds, or subcontractor default insurance premiums/deductibles.
- Permanent Building, unit, or site signage.
- Trash compactors, site & amenity furnishings, and fitness equipment unless specifically mentioned.
- Lightning protection.
- Vapor Mitigation System.
- Gas/propane services or installation.
- French drains.
- Structural Steel in Resident buildings.
- Work outside of the LOC.
- Lift Stations, grinder pumps and all associated scope.
- This Estimate does not include the repair and/or replacement of any damage to existing utilities and/or communication systems that are not specifically shown on the drawings. We will perform due diligence in locating and will exercise due care when excavating such systems.
- The establishment of new right-of-Ways or easements, license agreements, Service contracts for new and/or re-routed utilities is excluded.
- We will install building components and exterior improvements as shown in the 100% Construction Documents, which include, but are not limited to, components and improvements with accessibility requirements. We and/or our agents do not accept liability for interpreting the design guidelines established by the Americans with Disabilities Act (ADA) and/or the Texas Accessibility Standards (TAS). Furthermore, we and/or our agents do not accept liability for complying with the opinions of the State Accessibility Inspector. We will make our best effort to point out any ADA and/or TAS issues that we become aware of.



- We exclude any and all fees associated with electronic drawing file requests. CAD files, CAD backgrounds, electronic copies of the specifications, and BIM/Revit models, for estimating purposes and for the production of project record documents and/or subcontractor shop drawings shall be provided by the A/E at no cost to the Contractor. We will provide the appropriate release(s) and/or electronic document transfer agreement(s) for the use of these files.
- Any building permit costs, plan expeditor fees, plan check fees, impact fees and their associated permits, site development permits/fees, gas and electrical purveyor service charges, utility pro-rata/capital recovery fees, water purveyor service and/or sanitary sewer charges, including permanent and temporary water meter fees, will be by the Owner. Costs for these items have not been included in our budget.
- We have assumed that any and all investigations, surveys, tests and/or environmental assessments necessary and/or required to uncover and identify hazardous materials, including, but not limited to, asbestos, lead, petrochemicals, or arsenic will be provided by the Owner.
- All work associated with hazardous material abatement, handling, remediation and/or disposal, including any containment measures required by the authorities having jurisdiction, is excluded.
- We have assumed that all necessary surveys, investigations, and studies required to locate, identify and record the horizontal and vertical location of all existing on-site utilities will be provided by the Owner.
- We have not included any sample wells or water monitoring.
- We have not included the remediation of any existing moisture and/or mold.
- We have not included any requirements and/or costs for karst feature remediation and/or any endangered karst invertebrate species that may exist on the site. Schedule impacts associated with karst feature testing and remediation are not included. If found, these will be considered an “unknown condition” and as such, loss of production days will be reviewed at the time of occurrence.
- Ascension Construction Group (AG) is not responsible for performing make-ready’s prior to tenant move-in. The responsibility for ensuring that each unit is clean, functional, and ready for occupancy lies with the property management team or other designated parties. AG’s scope of work does not include any tasks related to final preparations or tenant move-in readiness. Any make-ready services required should be arranged separately to ensure a smooth transition for incoming tenants.
- We have not included any requirements and/or costs for any archaeological and/or historical investigations of the site. Schedule impacts associated with archaeological and/or historical investigations, if incurred, shall be considered to be the result of an “unknown condition” and as such, loss of production days will be reviewed at the time of occurrence.
- LEED/Green Building requirements beyond the scope of the plans are excluded.
- Lighting Protection is excluded.
- Dewatering is excluded.
- Site furnishings not specifically mentioned.
- Building, Unit, Wayfinding and site signage.
- The final costs for CVO options reflect potential cost savings, with adjustments to be made following design modifications. Final pricing will be determined once these items are incorporated into the construction documents for contractor pricing at a later stage.
- Add alternates unless otherwise specifically indicated are excluded from the proposal.



General Conditions

Administrative Overhead

Costs associated with the general management and support functions of the construction project, including office expenses, administrative staff, and other indirect costs.

Project Manager

The individual responsible for overseeing the entire project. They coordinate all aspects of the construction process.

Project Coordinator

Construction Project Coordinator plays a critical role in ensuring that construction projects are completed on time, within scope, and within budget. They support project managers and teams to keep things moving efficiently.

Superintendent

The on-site manager is responsible for day-to-day operations, overseeing construction activities, coordinating subcontractors, and ensuring compliance with safety and quality standards.

Assistant Superintendent

Assists the Superintendent in managing daily construction operations, including supervising trades, maintaining schedules, and ensuring safety protocols are followed.

Taxes

Mandatory governmental fees and levies related to the project, including sales tax, property tax, and any other applicable taxes.

Health Insurance

Costs associated with providing health insurance coverage for the project's workforce, ensuring that employees are protected in case of illness or injury.

General Labor

The workforce is required for various construction tasks, including skilled and unskilled laborers who carry out physical work and tasks on the site.

Temporary Toilets

Rental and maintenance of portable restrooms for the use of workers on the construction site, ensuring compliance with health and safety regulations.

Temporary Fencing

Installation of temporary fencing around the construction site to secure the area, control access, and ensure safety, this includes Gates at major points of entry to help control the flow of traffic and safeguard the stakeholder investment.

Printing/Mailing

Costs related to printing plans, documents, and other materials, as well as mailing and shipping these items as needed throughout the project.

Legal/Miscellaneous Expenses

Legal fees and other miscellaneous costs that may arise during the project, including permits, legal consultations, and other unforeseen expenses.

Travel Expenses

Costs associated with travel for project personnel, including transportation, lodging, and meals when traveling to and from the construction site.

Mobilization

The initial costs to prepare the construction site including moving equipment, setting up temporary facilities, and other preparatory activities necessary to begin work.

INSURANCE

General Liability Insurance



Included. Based on typical insurance requirements.

Builders Risk Insurance

Included base on the general requirements outlined by the GL policy.

Workers Compensation

Included for onsite staff.

Subcontractor and Contractor Bonds

Excluded

TEMPORARY UTILITIES

Temporary Water

Temporary water costs are included for the construction duration. Permanent water will be transferred to the owner upon turnover of each building/phase/unit.

Temporary Electric

Temporary Electric is included for the duration of the project as. Permanent power will be transferred to the owner upon turnover of the building/phases/units.

Temporary Gas

Gas is excluded for the duration of the project. This project is not showing gas distribution on the civils. There are some references to gas in the plans, being that they are for a previous project.

Phone and IT Services

Temporary Phones/IT Costs are included for the scheduled construction duration. These costs are part of the Contractors' General Requirements. This cost includes the use of Procore for the original scheduled duration of the construction process. Owners architects and Owner reps will have access to Construction documents like Drawings, RFI's, Submittals etc.

SECURITY

Security Cameras

Includes 2 camera(s) for a total of 21 months. This will need to be finalized with the Builders Risk Insurance provider. Includes Live monitoring from 6pm to 7am Mon – Sun – Cameras will call the Police, Fire and EMS after hours and the site can be viewed from a mobile or desktop application.

Security Guard

Excluded. We recommend a security guard at night to help deter theft. This cost is not included in our cost estimate. If required this cost is an estimated 15,800 per month in added cost.

TESTING/INSPECTIONS/SURVEYING

Densities/Concrete Testing

Excluded. The contractor will schedule and manage all required special inspections. Inspections to be performed by a qualified 3rd party testing firm that is paid for by the Owner. The contractor is responsible for fees due to failed inspections. Post-tension stressing report certification letters will be issued by the Structural Engineer based on their review of reports generated and issued by a qualified 3rd party testing firm. This cost can be included in our project cost at an added cost but is not currently included in our cost.

Field Inspections/Aerial Photos

- 3rd party Safety Inspections, 1 per month.



- Monthly aerial photos are included. This includes 2 site visits per month.
- SWPPP Inspections are covered in the Erosion control section.

Surveying

Surveying for construction activities is included. Platting, ALTAs and final building surveys are excluded. We have included Form surveys after forms are set but before concrete is poured, FFE certifications after the concrete is poured. This FFE Certification is provided to Ownership as the project progresses.

Includes but not limited to the following

- Benchmarks and Controls
- Staking of silt fence and Erosion controls.
- Form survey and certifications
- Layout of foundation envelopes
- FFE verification after foundations are poured
- Layout of sanitary and Water services
- Layout of all back of curb for paving
- Layout of a driveways and sidewalks
- Layout of site walls and walkways.
- Layout out of site Fencing and Masonry walls.
- Excludes off-site survey and layout, easements etc.

Commissioning/HVAC Testing

Excluded. The mechanical contractor will be responsible for start-up of the units and making sure the units perform to manufacture specifications. All air balancing, Duct blast testing, Blower door testing etc. will need to be performed by a 3rd party if required by AHJ. This excludes any Leed certification requirements etc. Ownership should account for 25% of all units to be tested. Previous costs ranged from \$350 to \$485 per unit tested. This estimated cost is not included in our proposal.

LAND DEVELOPMENT - OFFSITE

Erosion Control – Offsite

Excluded

Traffic Controls/Lane Closures

Excluded

Offsite Paving

Excluded

Offsite Pavement Striping

Excluded

Street Sweeping/Re-veg.

Included

Sanitary Sewer - Offsite

This scope includes the tie-in to the existing sanitary sewer. However, it excludes any requests by the Authority Having Jurisdiction (AHJ) to modify or repair existing installations. Additionally, all final costs, quantities, Right-of-Way (ROW) fees, permit fees, and maintenance bonds are excluded. To be tied in at location shown on the plans.

Detention Pond Excavation – Off Site

Excluded



Offsite Pond – Offsite

Excluded.

Offsite Haul – Off

Excluded.

Offsite Landscape – Offsite

Excluded.

Offsite Site concrete – Offsite

Excluded.

Storm Drain - Offsite

Excluded.

Water - Offsite

Includes tie-in to the Existing water line as shown.

Electrical - Offsite

Excludes all primary, secondary conductors, Flowable fill, bonds, Permits or Fee's. All pole removals, overhead and underground locations can be coordinated by the Contractor.

Public Sidewalks & Ramps

Sidewalk, Curb and Apron tie is included as shown.

Offsite Demo

Excluded.

Bridges

Excluded

LAND DEVELOPMENT-ONSITE

Erosion Control - Onsite

Includes erosion controls as shown on the erosion control plan. Excludes trimming, fertilization, and maintenance. The Owner is responsible for all fertilization, aeration, and related activities prior to the Environmental Preconstruction meeting if required by the AHJ. The initial setup and maintenance costs are included, but mid-construction SWPPP (Storm Water Pollution Prevention Plan) maintenance of typical items is included. Refer to Civil sheets for reference.

Demolition

Included

Excavation/Clearing – Existing to Final Grade

The scope of work includes Clearing and grubbing of areas in the limits of construction and areas of work pertaining to the public sidewalks. earthwork, focused on rough grade and fine grade operations. The following details are pertinent to this inclusion:

- Typical Building Pad Prep: per Geotech Report.
- Maintenance Building Pad Prep: Per Geotech Report
- Garage Pad Prep: Per Geotech Reports
- Swimming Pool and Deck: Per Geotech.

Exclusions:

- Testing bonds, permits, or associated fees.
- Removal of unforeseen trash, debris, and buried objects.



- Importation of materials.
- Rock excavation or processing.
- Structural excavation for walls, pits, footings, grade beams, sumps, etc.
- Imported select fills, flex base, cushion sand, and granular fill.
- Dewatering of groundwater requiring more than a 2-inch pump.
- Excavation, handling, or disposal of contaminated, unsuitable, debris, or hazardous materials.
- Installation or removal of laydown yards or temporary access roads.
- Geotextile fabrics or poly liners.

Clearing and Grubbing

Included. Included to LOC as shown per plan.

Detention Pond Excavation - Onsite

Excluded.

Additional Haul Off/Misc.

Haul-off includes offsite disposal of spoils generated from onsite construction activities within the construction limits, as indicated within the Limits of Construction (LOC). Please refer to the exclusions for items not covered. The contractor is expected to reuse spoils as backfill material for onsite utilities behind utilities and other structures. This includes haul-off of landscape and beam spoils. All haul-off materials from the utility contractor are to be utilized by the site work contractor for road fill. The Remaining material will be hauled off and Disposed of.

Dewatering

Excluded.

Sanitary Sewer - Private

Included.

Storm Drain - Onsite

Included. This includes the underground detention system as outlined in the construction documents. Please note, the included costs exclude any concrete retaining walls underground. There is a discrepancy indicating a potential retaining wall at an inlet. The Contech system design specifies that all pipes will be encapsulated in engineered fill and capped with paving, as per the Civil Engineer/Engineer of Record (EOR) recommendations.

Water/Fire Service - Private

Included. Water tie in will connect to existing Tie ins as shown.

Gas Service

Excluded.

Storm Pond Internals

Excluded.

Storm Detention Structures

Excluded.

Electrical Distribution (Dry Utilities)

Excluded. The scope excludes the installation of primary and secondary underground conduits, transformer pads, fire alarm underground conduit, phone/data conduit, street crossings, and conduit distribution to all buildings. The Owner is responsible for coordinating the design, as well as covering all related fees and services for these items. If engaged early in the process, the contractor can assist in the design and coordination with the local Authority Having Jurisdiction (AHJ) for power distribution. Please note that no site distribution plan from the power provider has been



provided. Costs associated with energy distribution, communication and other items to the site, along with related fees, are excluded and remain the Owner's responsibility.

An Allowance has been included, with the final cost and quantities to be determined and paid by the Owner once plans are finalized.

Retaining Walls and Precast Site Fence

Retaining Walls

Included. The current site retaining walls are predesigned, with costs based on the provided construction drawings. The scope includes furnishing and installing approximately 6,412 square feet (1,356 linear feet) of Random Fieldstone Limestone gravity walls with gray mortar. Additionally, it includes the installation of 4 oz filter fabric and a 1-inch clean rock drainage blanket. Permits for the walls are excluded, as these are typically covered under the Site Development Permit. Concrete footings at the base of the walls are also excluded.

Concrete Paving

Includes ribbon curbs and other curbs as specified in the details, covering the areas shown on the construction drawings within the LOC.

6" Inch Paving

Includes #3 @ 18 O.C. composed of 3,500 psi Rebar reinforced #3 @ 18 O.C. includes expansion joints per plan, Sealant, saw cuts per plans, form lumber Wet saw cuts for paving control joints are included, spaced at 15' O.C.E.W, with no joint sealing. Expansion joints will not exceed 90", sealed with Hout Por. Concrete pumping for paving is also included.

5" Inch Parking

Includes #3 @ 18 O.C. composed of 3,500 psi Rebar reinforced #3 @ 18 O.C. includes expansion joints per plan, Sealant, saw cuts per plans, form lumber Wet saw cuts for paving control joints are included, spaced at 15' O.C.E.W, with no joint sealing. Expansion joints will not exceed 90", sealed with Hout Por. Concrete pumping for paving is also included.

7" Inch Paving (1,045) – Trash Pad

Includes #3 @ 18 O.C. composed of 3,000 psi Rebar reinforced #3 @ 18 O.C. includes expansion joints per plan, Sealant, saw cuts per plans, form lumber Wet saw cuts for paving control joints are included, spaced at 15' O.C.E.W, with no joint sealing. Expansion joints will not exceed 90", sealed with Hout Por. Concrete pumping for paving is also included.

Asphalt Paving

Excluded. The site is all concrete paving.

Private Sidewalks & AC Pads

Sidewalks

Concrete Specifications:

- 4-inch-thick standard concrete, 3,000 PSI strength, with #3 rebar placed at 18 inches on center each way (O.C.E.W.).

Expansion and Control Joints:

- Expansion joints to be installed at 40 feet on center.
- Control joints to be placed at 5 feet on center.

Additional Inclusions:

- Includes the pouring of handicap ramps and slab-on-grade AC unit pads.



- AC unit pad sizes will be coordinated and constructed based on the manufacturer's recommendations.

Site Concrete/Site Items

Includes the following

- Gate Tracks/ Motor Pads – Included
- A/C Pads 4'x3' - (143) – 1716 Sft
- Call box Footer - Included
- Direct burry Light pole bases – (10)
- Monument Sign – (1)
- Transformer pads – (16) 4x4
- Festoon light footings
- Integral footing for Pool trellis poured monolithically.
- 6"x4" Trickle Channel -710 Sft

* Pumping included for foundations & paving as required.

Pavement Markings/Striping

Included per parking layout plan.

FOUNDATIONS

Concrete Foundations

Concrete foundations will utilize a post-tension slab on grade system with 4,000 psi concrete and a 20% fly ash mix, featuring Fabricated 1/2" tendons with 40 mil plastic and standard system for SOG PT cables. interior and exterior grade beams poured monolithically with a 4-inch-thick slab and a typical 10-mil black Visqueen poly moisture barrier. Includes 1/2X10" galvanized anchor bolts at bldg. Exclusions from this scope include vertical cast-in-place concrete walls, deepened grade beams, sealers, and epoxy coatings. Class "B" Finish for concrete. Stressing, cut and grout, patching of stress pockets included.

This scope includes formwork, steel (rebar), excavation, concrete placement, finishing, post-tensioning, and stressing. It incorporates wet set 1/2 inch galvanized J bolts, with other anchors (HD and ABU) to be drilled and epoxied in place by others. Beam spoils will be used for backfilling all slabs. Rock material or lime stabilized materials excavation may be subject to change order.

While sealers are excluded, a transparent water-based curing compound is included, along with broom-finished floor corridors. All Concrete above the first floor will be broom finished by the pea gravel and waterproofing contractor. Any additional costs related to temperature control of concrete materials will be passed on to the Owner.

Exclusions:

- If fly-ash is not available, there will be a \$6.00 per cubic yard upcharge.
- Any additional costs related to temperature control of concrete materials will be passed on to the Owner.
- Retaining walls and deepened grade beams
- Testing, Engineering
- Rigid insulation.
- Beam/ Footing excavation in rock materials.
- Detention Pond

Waterproofing and Damp Proofing

Excluded.



Termite Pre-treatment

Included. The Wood Studs to be treated with Blue or Green dyed Borate at the interior of the first floors only, 32 inches AFF per manufacturer recommendations. The Soil below the slabs will not be Treated.

MISCELLANEOUS STEEL

Structural Steel

Excluded.

Stairs

Included

Handrails & Railings – 2-line Rail

Balcony Rails

Included

Steel Canopies

This is a VE option that is changed to wood canopy with shingles this is a reduction of 280,000.

Vehicular Gates – Steel – 3-line rail

Included

Breezeway and Fence Gates

Included

Perimeter Fence

Included

Perimeter Pedestrian Gates

Pedestrian Gates will be a 2-line system with 1 ½” top and bottom rails with ¾” pickets including mesh with a ½” max opening WWM and a 1/8” steel Plate.

Dog Park Fencing –3’-6” Tall - Steel

The project includes a 3’-6” tall, three-line fence featuring 1-1/2" x 1-1/2" top and bottom rails with 3/4" x 3/4" pickets. Vertical posts will be 2" x 2" made of 11 GA steel, while the pickets will be 3/4" x 3/4" with a 16 GA thickness. Gates will be constructed to match the fence type and will feature mesh as per detail. All fences will be primed in red and painted in the field at a later date.

*A different touch may be to go to green or black vinyl chain link fence. Its impact Friendly and won't require as much maintenance. IT will also follow the contour of the grade much better.

Pool Fence – 5’ Tall – Steel

The pool fence will consist of a 3-line steel design featuring 1" pickets. It will include three pedestrian gates with mesh as per detail, each equipped with a 10" high, 1/8" thick steel kick plate. Gate access control is not included. The gates will be factory-primed in red and painted black in the field. The fence will feature 1-1/2" top and bottom rails, 16 GA 3/4" x 3/4" pickets, a 1/8" kick plate, and 2" x 2" posts. Gates to match.

Dumpster

The project included



All other bollards for Transformer pads have been Excluded. The typical cost is 350.00 per bollard.

Carports

The project includes 107 covered carport spots. Each carport will feature a painted single-post, semi-cantered roof with a 2-inch colored band. All colors will be selected from standard options. The roof will be Galvalume standing seam metal to be chosen from STD Colors.

Overhead Garage Doors

Standard Garages - Includes (1) standard 9' x 7' garage doors, specifically the non-insulated model 170, which features four sections and four panels. The door track and hardware will consist of 2" nylon rollers, a 12" radius fully adjustable track, a standard duty operator, and a single plate for added durability. Includes standard door sensors and 2 remotes per door. Includes 1 legacy 850 model 2129 Power head with wifi capabilities at the maintenance shop.

FRAMING

Rough Carpentry Material

This scope includes the provision and installation of rough carpentry materials for the following building types:

General Specifications:

Building Type: All buildings are to be constructed as Type V-B.

Truss Packages: Furnish and install pre-manufactured floor and roof truss packages.

Materials Specifications:

Load-Bearing Studs: 2x6/2x4 dimensional studs, DFL/SYP or FJP @ load bearing #2 or #3. Plates are to be SPF/SYP/DFL - #3 or utility grade lumber (Borate ground floor bottom plate).

Non-Load Bearing Studs: Dimensional lumber studs, Grade SPF/SYP/DFL or FJP #2, #3, Utl.

Roof Decking: 15/32" OSB non-radiant barrier sheathing with 1/2" clips for roof decking. Sloped roof decking to use 15/32 sheathing non-FRT.

Exterior Sheathing: 7/16 Non-FRT/non-treated OSB.

Shear Walls: 7/16 Non-FRT/non-treated OSB on the exterior, Will follow interior shear wall schedule for interior of structure. No exterior gyp walls included.

Draft Stops: As specified. Includes drywall detail at roof and wall at each Common wall.

Eaves and Rakes: do not include gyp board only Cementous soffit.

Ceiling heights: All studs will be precut studs.

Furdowns: Included. Non- FRT lumber included.

Additional Requirements:

Fire-Rated Assemblies: Includes rated walls, shaft liner, clips, and channels etc.

Siding and Soffits: Install fiber cement lap siding at patio recesses and fiber cement soffit at roof overhangs. All fiber cement materials to be smooth with no texture.

Headers and Beams: All headers and beams to be #2 SYP/DFL or structural beams specified per structural drawings.

Weather Barrier: Includes commercial Tyvek Home Wrap and accessories or an equivalent system.

Door Jamb flashing – include 9-inch Tyvek VF straight flash. Applied to jamb prior to entry and patio door installation.



Windowsill flashing: include Tyvek 9" Flexwrap.

Window flange: Includes Tyvek 4" Flashing tape at window door headers and jambs all bottom of windows will not be taped.

Window flange caulking: Include Dupont or equal window and door caulking on flanges and bottom of door thresholds to be applied prior to installation.

Post-Base Connectors: Use Simpson ABU post-base connectors.

Fire-Retardant Treatment: Excludes all FRT lumber.

Clubhouse back porch Ceilings- Ther back porches to be Hardi plank.

Rough Carpentry Labor

Residential Building Layout and Framing:

Layout and frame a total of residential buildings and a Clubhouse with Maintenance shop.

Floor and Roof Truss Package:

Furnish and install a pre-manufactured floor and roof truss package specified per plans and designed by the truss manufactures recommendation.

Installation Inclusions:

- Installation includes sheathing, windows, doors, and other critical components.
- Installation of a Weather-Resistant Barrier (WRB) is included.
- All specified hardware accessories, including hangers, fasteners, and other related components, are included.
- All specified equipment to load, unload, and place materials is provided.

Rough Carpentry Hardware

Included. Include Hardware per the Structural hardware schedule. Includes Tyvek home wrap or Equal System, and other Simpson type hardware, accessories fasteners glues and Galvanized flashing as shown on plans. Excludes all liquid applied flashings and coatings etc. Includes aluminum extruded specialty trims for the Front Entry only. Excludes and pre painted flashings.

Trusses

Scope:

Furnish and install a pre-designed and pre-manufactured roof truss package.

Exclusions:

Fire-treated materials are excluded from this package.

Floor Trusses

- 18" deep, spaced at 16" & 24" on center (O.C.).
- Areas Included: Corridors, balconies, stair landings, and mid-stair landings.
- Shear blocks included.

Floor Hangers

- Truss-to-truss connections, truss-to-LVL beam, and beam-to-beam connections.
- Knee-wall trusses as needed in floor cavities where load-bearing walls run parallel to the floor trusses.

Engineering

- Layouts and engineered truss drawings are included, as well as delivery to the job site.

Load and Deflection

- Live Load: 40 PSF
- Dead Load: 20 PSF
- Common Load: 100 PSF
- Deflection Requirements: L/360 and L/240

Engineered Wood Beams: EWP BEAMS INCLUDED. (When supplying EWP beams, ACG will substitute 2.1e 3100 Fb Versa-lam LVLS in lieu of other brands (PSL, APB, ETC) with the same E and Fb properties.)(NO EWP CRIPPLES,JACKS OR KINGS INCLUDED)Dimension lumber to be used. Steel beams and Filch plates Excluded.



Roof Trusses:

- Pitch per plans, spaced at 24" on center (O.C.).
- Valley Trusses: Included as needed, spaced at 24" O.C.
- Draft Stop Trusses: Provided where indicated.
- 2-Hour Fire Wall Trusses: Exclude
- Drag Force Trusses: Included as needed per structural drawings.
- Hipped End Trusses & Piggyback Trusses: Included for roof sections over 11'.

Roof Hangers:

Connections: Truss-to-beam, truss-to-truss, and truss-to-plate.

Engineered Wood Products (EWP):

EWP is included in this package.

Load and Deflection:

- Live Load: 20 PSF
- Dead Load: 20 PSF
- Deflection Requirements: L/240 and L/120
- No Fire Treated Material included.

Delivery Timeline:

Truss delivery is scheduled to start in Q1 of 2025.

Engineered Wood Beams: EWP BEAMS INCLUDED. (When supplying EWP beams, ACG will substitute 2.1e 3100 Fb Versa-lam LVLS in lieu of other brands (PSL, APB, ETC) with the same E and Fb properties.)(NO EWP CRIPPLES,JACKS OR KINGS INCLUDED)Dimension lumber to be used.

* These specifications cover the structural aspects of the roof system, ensuring compliance with design and safety requirements.

Cornice/Specialty Siding

Siding Collection/ Texture

Collection will be a cedar look style siding, Trim facia, Board and Battens. Material will come pre primed.

Siding Specification

Approved siding options include Alura, ChemPlank, Hardie, Nichiaha, or equivalent. To reduce costs, this project may utilize "seconds" for siding, which will still perform as intended. The siding will be reprimed off-site before delivery to the project location.

Lap Siding

Includes lap siding at locations shown per plan.

Patio Ceilings

Smooth Hardi panels with Vinyl Paintable H Mold. The building exterior is to be Alura/chemplank/Hardie siding and Fiber cement/shake per the drawings. Excludes rain screen or liquid applied water proofing behind Siding.

Specialty Lap Siding- Includes Silva wood at locations as shown in the construction Documents.

ROOFING/METAL PANELS

Shingle Roof – Clubhouse and Resident Buildings

- Install 1 layer synthetic felt. (Double layer at slopes lesser than 4/12)
- Install self-adhered ice and water shield at valleys.



- Install self-adhered ice and water shield as primary underlayment at 2/12 areas.
- Install 30 year asphalt shingles with related flashings.
- Install standard hip and ridge shingles.
- Install cobra ridgevent.
- Install Lomanco 770 off-ridge vents.
- Install standard 1.5"x1.5" drip edge.
- Install pipe flashings (flashings provided by others.)
- Install metal roof to wall flashings.

TPO Flat Roof: GAF (35 SQS FIELD, 14 SQS WALL) *ONLY ON APARTMENTS*

- Install 1/4" securrock cover board on mechanical wells. (Mechanically fastened)
- Install 1 layer of 60 mil TPO with related flashings and trim. (Fully adhered)
- Install 1 – 3'x3' landing pad at each roof access.
- Flash parapet walls that receive siding up min 12" with adhered TPO.
- Flash parapet walls without siding up and over with adhered TPO.
- Flash demising walls up min 8" with adhered TPO.
- Install termination bar and counterflashing.
- Install TPO coated scuppers.
- Install 24G standard color coping caps with 4" end laps.
- Install 24G standard color collector heads and downspouts.
- Provide a 20-year NDL on flat roof areas.

WINDOWS AND GLASS

Type: Vinyl single-hung, insulated, double-pane, Low-E windows with charcoal fiberglass half screens and safety latches.

Design: Windows will follow the sashes as per the window schedule.

Sound Transmission Class (STC): All windows will have an STC rating of 27-28.

Color: Standard color will be White over White

Window Specs

- U-factor: 0.29
- Solar Heat Gain Coefficient (SHGC): 0.22
- STC: 28
- Window Opening Control Devices (WOCD) on all windows.
- Charcoal-colored screens included.
- LowE366 with Argon gas fill for enhanced insulation.

Building Color Options

- **Standard Color:** White (this will be the default color for Pricing and Proposal Specification)
- **Optional Colors:** Charcoal and Gray (Add 45% to the total cost of the windows for these color options).

Exclusions

The contractor's bid excludes water testing for the windows. We can help coordinate and be present for the testing if required.

Notes: Unit tabulations incorrect - B1 units

These window details outline the types, dimensions, and special features for various units, ensuring that all specifications meet the necessary requirements for installation and functionality. Includes high-grade Low E 6129 glass with a 5-year warranty.



Storefront Window/Entry Systems

This option includes a Aluminum style window that mimics store front but has a flange and is more readily available and is more resistant to leaks. Stroer front doors are typical Store front.

Reglazing

Reglazing of windows is included.

FIRE SPRINKLER SYSTEM/FIRE ALARM

Fire Sprinkler System – 2021 IFC

- Included
- Exclusions
 - (1) Electric fire pump w/controllers (domestic not included) \$35,000.
 - Knox Caps have been excluded.
 - Standpipe
 - Standpipe hose valve locking Knox caps.
 - Patio Storage closets
 - Mid floor Truss sprinklers . Window sprinklers
 - Truss sprinklers
 - Concealed sprinklers (units/corridors)
 - Attic protection
 - Standpipe
 - Hose Valve Knox Caps
 - Hose Valve Cabinets
 - Remote FDCs
 - Fire pump
 - ERCC & FARS
 - Insulation/Heat Tracing
 - Knox Boxes – \$1,300 EA – Not included

These systems are designed to meet safety codes and provide comprehensive fire protection coverage throughout the project.

PLUMBING

Plumbing System

Installation Compliance:

The plumbing system will be installed in accordance with the requirements set by the local Authority Having Jurisdiction (AHJ).

Sewer and Water Connections:

Each building will have one (1) sewer line and one (1) main water line extended and connected to the utility connection within 5 feet of the building.

Condensate Drain Lines:

Condensate drain lines will be routed to a secondary bathroom and connected to the lavatory sink for proper drainage to a hub drain depending on the project Documents.

Exclusions:

- On site gas distribution systems are excluded.

Unit Fixtures and Piping:



Inclusions:

- Plastic washer boxes and ice maker connections are included. – Washer boxes will be non rated. The drywall contractor will make all of these areas compliant.
- Electric water heaters are included.
- All piping and insulation, including drains for primary condensate drainage from the air handler, water heater T&P valves, and pan lines, are included.
- Hand showers and brackets in ANSI units, along with handheld shower wands, are included.
- Piping for the Grills and timers are included.
- Tub liners included.

Plumbing Fixtures

Mockup Requirement:

A mockup of a fully finished tub and shower assembly will be completed and signed off by the owner before the installation of all other tub and shower surround finishes.

Unit Fixture Color:

Unit fixtures will have a Chrome finish.

Shower Head Height:

Shower heads will be installed at a height of 7 feet AFF (Above Finished Floor).

Faucet Specifications:

The faucet package. Refer to fixture Details below.

Hose Bibs:

Standard hose bibs are included.

Water Heaters:

- 240-watt electric water heaters with expansion tanks are included.
- Rheem, Ao Smith or equivalent 40-gallon water heaters will be provided for each unit including expansion tank. Includes a VE option to go to all 40 Gallon Water heaters in all units.

Pipe Insulation:

All piping will be insulated in accordance with UPC code requirements. Acoustic pipe insulation is excluded.

Exclusions:

Backflow preventers and RPZs (Reduced Pressure Zone devices) are excluded.

Unit Fixture Details:

- **Ice Maker Boxes:** 39155 Oatey Rough ins for ice makers Per Building Code
- **Machine Boxes:** 38637 Oatey Rough ins for washing machines Per Building Code
- **Toilets:** Vortens #3151-02-V Elongated Toilets or equivalent, with white flush handles.
- **ADA Toilets:** Vortens 3123-02-V 1.28 GPF white ADA elongated front water closet or equal.
- **Lavatory Faucets:** Spec
- **Kitchen Faucets:** Spec
- **Tub/Shower Trim:** Spec
- **ADA Tub and Shower Trim:** Spec
- **Tub Protectors:** Tub protectors will be provided (1) time when the top out passes and tubs are drained.
- **Tubs – Included**
- **Shower Base wno wall set :** Included
- **ADA Rollin Shower Bas:** (5) APA 6032BFPAN 60X32 Roll Shower White ADA with threshold Textured, Pfister LJ89020C single lever Chrome single lever with ADA compliant Chrome Trim.
- **Hose Bibs –** Standard hose bibs

Amenity Fixture Details:

- **Toilets:** Vortens or equal.
- **Lavatory Faucets HC:**
- **Lavatory Faucet:** Per Spec
- **Club Sink:** Per Spec
- **Club Faucet:** Per Spec



- **Water Fountain:** (1) EZSTLG8WSLK - EZH20 36-3/4" Wall Mounted Bi-Level Station Hands Free Bottle Filler Combo with Cooler.
- **Floor Sink and Faucets:** SPEC
- **Dog Wash:** FOREVER STAINLESS STEEL #R60HTY Step in Tub with hair catching system.

Water Sub Meters

Includes 1 tenant water sub meter on the cold-water line per unit. Wireless Transmitters are also included. The owner will be responsible for establishing the usage Agreement.

HVAC

HVAC System

Equipment Specifications:

HVAC System: Install Carrier, Comfortmaker Systems, or equivalent HVAC units, excluding heat pump systems. The installation includes air handlers within units and non-heat pump systems with electric heat in mechanical closets.

Accessories:

Thermostats: Units will be equipped with programmable (7-day) thermostats.

Grills & Registers: White, stamped-faced metal grills and registers will be installed. Ve option from Titus grills Hart Cooley Grills.

Line set covers: VE option Switched to Standard line set covers in lieu of Titan line set covers.

Exhaust Fans:

- Bath: 80 CFM ceiling mounted exhaust fans. VE option from Greenheck to Panasonic FV-0510vs1 instead of Greenheck Fans - Kitchen and baths
- Kitchen: Ceiling mounted 80 CFM Delta Breeze model or equivalent. Panasonic FV-0510vs1 instead of Greenheck Fans - Kitchen and baths
- Exhaust & Dryer Vent Terminations: Standard Sheetmetal stamped hooded wall caps will be used.

Fire Dampers: Installation of fire dampers for registers at ceilings is included and is included for Ceiling mounted vent fans.

Installation Notes:

Owner Responsibilities: The owner is responsible for HVAC batch testing as required by the Authority Having Jurisdiction (AHJ) with local amendments.

Exclusions:

- Booster fans, sensors, Dampening systems, wiring, and rigid metal ducts for supply and intake inside the units are excluded.
- Copper line sets in conduit/Interior wall casings.

Inclusions:

- All exhaust fans will be Ceiling mounted and CRDs as shown in the construction documents.
- Thermostat mounting heights will not exceed 48" AFF on all floors.
- Installation of 24-gauge snap lock rigid pipes for fresh air and exhausts for vent fans and laundry.
- Plenums will be constructed from duct board.
- Duct to registers - R-6 flex duct is included in between floor trusses and R-8 flex duct at attics.

ELECTRICAL

Electrical Contract

Code Compliance:

NEC Standards: All work will be performed in compliance with the AHJ National Electrical Code (NEC) listed per plans.

Branch Circuits: Lighting and receptacle branch circuits will utilize NM copper cable (ROMEX).

Electrical Service:



Main Service Disconnects: Building main service disconnects will be based on 120/240-volt, single-phase service, as per plans.

Modular Metering: Unit main circuit breakers will be based on 120/240-volt, single-phase service, as per plans.

Dwelling Unit Load Centers: load centers will be single-phase, main lug only (MLO), with overcurrent protection device quantities and sizes as required by the NEC.

Grounding: All service disconnects will be grounded per NEC requirements, including the use of 5/8" x 8 ft ground rods, concrete-encased grounding electrodes, and metallic water pipes where present.

Site Lighting:

Light Pole Installation:

Install all light poles as shown on the construction drawings, ensuring proper placement and securing of each pole. Pole to be provided by GC to subcontractor.

Conduit and Wiring for Light Poles:

Include conduit and wiring for all light poles according to the construction drawings.

Landscape Lighting:

Install landscape lighting as specified in the construction drawings, ensuring proper illumination of designated areas. Fixtures to be provided by GC.

Wiring & Installation:

HVAC Wiring: Wiring will be provided for 120/240-volt HVAC systems in dwelling units.

Unit Feeders: Dwelling unit feeders will be aluminum SER cable, not in conduit, and sized according to the 2020 NEC. SER cable will be installed via the shortest route.

Electrical Devices:

- Wiring for lights, switches, receptacles, smoke/carbon monoxide detectors, and exhaust fans will follow plan specifications.
- Standard residential-grade wiring devices will include 15-amp toggle switches and tamper-resistant duplex receptacles.
- Ceiling fans will be wired, assembled, and installed as per plans. Ceiling fan speed and light control.; standard toggle-type switches will be provided.

Dedicated Circuits:

- **Electric Ranges:** GFI protected circuits if within six feet of the sink.
- **Dryers:** GFI dedicated circuits.
- **Washers, Disposals, Dishwashers, and Microwaves:** AFCI/GFI protected dedicated circuits.
- **Water Heaters:** Dedicated branch circuits sized per electrical loads.
- **HVAC Equipment:** Wiring and connection with electric non-fused disconnects for condensing units. Disconnects for air handling units will be integral to the equipment.

GFI & Arc-Fault Protection:

- Ground fault circuit protected receptacles per the specified code.
- Arc-fault protected 120-volt branch circuits per the specified code.

Wiring Devices Finish: Devices will be finished in white or ivory, residential grade, with semi-jumbo plates.

USB Receptacles: None included this is a VE option.

Building Electrical:

Common Area Wiring: Wiring in #14/15 AWG minimum (Romex) for common area lights, receptacles, exit signs, and emergency egress fixtures per plans. VE OPTION.

Exterior Receptacles: Weather-resistant and tamper-resistant GFI protected receptacles with weatherproof covers.

Riser Closets: Power wiring for riser closets with circuits for freeze protection heater and light.

Attic Access: Wiring for one switch-controlled light and one receptacle at each attic access.

Electrical Design Efficiency: Electrician to have input on all VE Designs for the project with approval from the owners EOR.

Tenant Storage Closets: lights with motion sensors.

MDF and IDF Rooms: equipment grounding conductor and lighting per plans.

Sprinkler closets with circuits for the FACP, freeze protection heater, light and receptacle.

Attic: One Switched light at each building Attic Access.



Amenities

Amenity Center building: To be wired in #12 AWG NM(ROMEX) Cable.

Pool: Includes Wiring for on non-electrically heated Swimming Pool panel. Includes ground as required.

Maintenance Office: Includes NM-Cable Wiring for the maintenance office.

Mail Kiosk: Wiring in NM-Cable for the Mail Kiosk.

Miscellaneous Work:

Fire Caulking: Fire caulking of electrical penetrations of rated partitions with approved fire caulk.

Fire Rated Putty Pads: Excluded.

Permits: Included for trade permits but not building permits.

Cleanup: Electrical debris will be cleaned up and moved to an on-site, owner-furnished location.

Documentation: Submittal documents, as-built drawings, and close-out documents will be provided.

Warranty: Electrician will furnish a warranty on systems, materials, and workmanship for a period of one (1) year from the final inspection date per building by the AHJ's inspection department.

Sales Tax: Included.

General Exclusions:

Heat Trace Tape & Controls: Furnishing or installing heat trace tape or controls is excluded.

MC Wiring: All MC (Metal Cased) wiring is excluded.

Conduit: Excludes wiring in conduit.

Primary Conductors: Primary Conduit and conductors are excluded. Refer to Dry Utilities for Allowances and qualifications on Power Distribution for the site.

Secondary Conductors: Aluminum secondary Conduits and conductors from transformers to the buildings are excluded. All primary and secondary wires are the responsibility of the Electrical Service provider.

Project Coordination:

Electrical Prioritization: The Ownership Team should prioritize the building's electrical design, site electrical, and overall electrical work. Due to limited transformer availability, early contractor involvement is advised to mitigate potential delays.

Amenity Boxes: Amenity box locations will be confirmed via a box walk with the Owner. Any changes to electrical box locations during this walk will require plan markup confirmation from the Owner, which will then be distributed to Subcontractors.

Metering: Each building will have an external centralized meter bank(s), eliminating the need for individual unit electrical sub-meters. All submeters will be provided by the Electrical Provider.

Mobilization: to be shown on SOV at 10% of contract value and to be billed upon first billing cycle after contract is fully executed.

Notes and Long Lead Notice: This proposal is only valid for a maximum of 30 days. LEAD TIMES MSB – 50-56 WEEKS for Building electrical gear after approval and confirmed by manufacturers production cycle. A PO will be Required to lock pricing for the Electrical Service gear.

Fire Alarm System

Includes strobe and annunciators in Accessible units only. This is included in the electrical line item. Excludes ERRC Systems in the building. The Fire Alarm System shall be Installed in accordance with AHJ and manufacturer specifications. All fire panels shall be Hochiki Latitude Touchscreen Addressable Fire Control Panel. All fire initiating devices shall be point specific addressable devices. All devices in sleeping areas shall be Low Frequency Ceiling mounted devices. All Devices above FDC and open corridors shall be weatherproof. Door holder installation at fire wall separation in hallways.

Low Voltage - Gates/Access Control

Front Gate Motors and Panels:



- Allowance

Low Voltage - CCTV (Camera) Systems

Cameras

Allowance

Low Voltage – Communications/TV/Phone/ Pre-Wire

Unit Pre-Wire Installation:

The contractor is responsible for all communications pre-wiring from the point of origin on the exterior of the building to the individual units. This includes the installation of coaxial, phone, and data cables within each unit and throughout the building. Refer to media panel connections for specific counts on each type of wire type to be provided. Includes Home run, from Dmark to IDF and to the unit and one RG6 to the soho panel and 1 to the living room wall only. The expectation is that WIFI will be the main source of connectivity.

Unit Trim Outs and Terminations:

Contractor will handle all trim outs and terminations for the communications wiring within each unit, including connections for coax, phone, and data cables. The wires will remain exposed and rolled up until the service provider connects their box and activates the service to the unit.

Unit SOHO Panel Installation:

The contractor will provide and install the SOHO (Small Office/Home Office) panel prior to framing. The installation location for unit low voltage boxes will be confirmed via a box walk with the Owner. If any locations are changed from the original plan during the box walk, the contractor will request a markup confirming the new locations from the Owner.

Unit Media Panel Connections:

Scope includes the installation of one (1) outlet inside the SOHO box (electrician), one (1) RG6 coaxial cable, and one (1) Cat5 cable from the service provider's cabinet to the media panel in each unit. The contractor will also be responsible for the terminations in the media panel and outlets within each unit. However, terminations within the service provider's cabinet are not included.

Unit Coordination with Service Provider:

Contractor will coordinate with the service provider to ensure proper routing and installation of all necessary communications wiring. This coordination includes confirming the point of origin for the wiring, scheduling access as needed, and addressing any provider-specific requirements that may impact the pre-wire installation process.

Exclusions:

All equipment that is typically supplied by the service provider is excluded from the contractor's responsibilities. The Owner is responsible for setting up and paying for all accounts with the service provider directly. Additionally, any costs, fees, account setup charges, or other expenses associated with equipment or services provided by the service provider are not included in the contractor's scope of work.

LIGHTING – Long Lead Item

Scope of Package:

The proposal includes a site/landscape and building light fixture package. This package is a value-engineered (VE) solution proposed by the contractor, intended to meet project requirements efficiently while remaining cost-effective.

Coordination and Approvals:

The lighting package is subject to final coordination and approvals before orders can be placed. The cost for this package is based on current project specifications, but adjustments may be required following discussions with the ownership team and the adjustment for the EV chargers that are not include in our current cost.



Lead Time:

The supply of lighting fixtures has an approximate lead time of 120 days. This timeline should be considered in the overall project schedule to ensure timely approval and installation.

Fixture Specifications:

The package captures the specifications for lights within the units as provided by the ownership team. Additionally, recommendations have been made for other lighting items as part of this package, including streetlights and landscape lights.

Under the cabinet lights will be hardwired into the Main lighting circuit. LED tape lights wont be used. LED tape lights can be substituted for the project.

EV charges:

Are excluded from our cost since we are not sure if this is a requirement at this point or for future use. The cost for just the chargers would be approx. We are holding cost with he install of the conduit in our electrical number. The total would be 12 chargers with dual mount heads.

Special Terms and Conditions

Special Custom Orders:

- A minimum 50% deposit will be required for all products. All custom or special orders require a balance of payment prior to shipment. This deposit will be billed through the Pay application process.
- Lead Times:
- Special order items are subject to a 120-day lead time unless noted otherwise in the proposal.
- Order Cancellations:
- Orders for standard products may be canceled by the customer only upon payment of all expenses already incurred. Orders for standard products canceled after shipment has been processed are subject to a minimum 35% restocking fee and a return freight charge. If already ordered, special and custom orders are non-cancellable and non-refundable. Excludes excess tariffs and shipping costs.

INSULATION

Batt & Blown Insulation – This line has a 800k discount from our supplier. This is only good for 30 days.

Discount from the supplier

Wall Insulation

- R- 19 - Batt insulation at Exterior walls.
- R-15 - Batt’s insulation at Corridor walls
- R-11 Both sides - Party walls

Attic Insulation

R-38 blow fiberglass per will be installed in the attic.

Spray Foam Exclusion:

Spray foam insulation is excluded from this scope of work.

Mid Floor

R-11 insulation

Interior Wall Insulation

All interior walls within the units will not be insulated.

Window and Door Sealing

Low expansion poly foam will be applied around all windows and doors to ensure proper sealing and energy efficiency.

Top Plate Gaskets



Gaskets (Expanding foam bead) will be installed at all both party walls, and exterior walls only to reduce air infiltration.

Soffits and Attic Vents

Baffles will be installed at attic soffit vents to ensure proper ventilation and insulation performance.

Prebatts Installation

Prebatts will be installed at tubs as needed to ensure proper insulation.

Polyseal Application

Polyseal will be applied around corners, exterior penetrations, blocking between floors, top and bottom plates to sheathing, and electrical boxes on units' exterior and corridor walls.

Exclusions

- Any special insulating requirements for LEED or Energy Star certification are excluded from this scope of work.
- Mineral wool insulation is excluded; however, fiberglass insulation is included. The UL assembly U327 allows for fiberglass to be used instead of rock wool in this application.
- Full foam encapsulation behind the outlet boxes on interior and exterior walls is excluded.

Electrical Outlets Sealing

All electrical outlets on unit interior walls and ceilings will be caulked to the sheetrock to reduce air infiltration and increase energy efficiency. This is referred to P2 (Poly Stage 2). This is included.

Spray Insulation

Excluded. The scope of work specifically excludes the use of spray foam insulation in all areas of the project. Any requirements for spray foam insulation, whether for walls, attics, or any other application, are not included.

DRYWALL

Drywall & Texture - Material/Labor

Drywall Installation

- All drywall installations will consist of a single layer of 5/8 drywall.
- RC1 (Standard Resilient Channels) will be included as specified.
- Tub and shower surrounds that will be tiled will have a single layer of 5/8" Glass-mat, Type X drywall as the substrate for tile. Tub surround and shower surround flanges will be covered with drywall, and seams will be covered with mud.
- All ceilings in the units will feature 5/8" Type gypsum board installed on 3/8" Standard RC channel.
- Roof/ceiling assemblies will include 1-hour rated 5/8" drywall on all ceilings of units per UL assembly.
- Floor/ceiling assemblies will include 1-hour rated 5/8" drywall on RC1 channel on all ceilings of units per UL assembly.
- 5/8" Firecode Type C will be used on all furdowns and vertical draft stops.
- 5/8" Type X drywall will be installed on all loadbearing and remaining walls.
- 5/8" moisture-resistant drywall (MR) will be installed at pipe penetration walls.

Finishing

A Level 3 finish with light texture (orange peel) will be applied throughout all units. The Clubhouse and leasing Areas will all be a LVL 3 finish with a light orange peel texture.

Specific Inclusions:

- Pre-rocking will be done for attics, tubs, 10' verticals, back-to-back boxes, and dead spaces.

Exclusions

- The scope of work excludes the installation of Schluter systems, redguard or waterproofing at shower walls.
- RC channel will not be installed on any interior, exterior or tenant separation walls.
- RC deluxe RC channel is excluded from this package.
- Acoustical sealant is excluded from this scope of work.



MASONRY

Brick

Red River King Size Brick (565/1000) Modular Size will be installed with grey mortar were shown on plans. If colored mortar is needed it will be applied at an additional cost. 22 Gauge Wall Ties, Type N White Mortar, Masonry Sand, Weep Tubes, includes STD moist stop at brick lug. Install 1 layer of grade D Kraft paper over exterior sheathing where brick is to be applied. Includes nonstructural loose lintels primed with moist stop applied over top of the lintel. Included a moist stop at the bottom of the brick. 4"X4"X3/8" and 6"x4"x3/8" Loose masonry lintels will be primed and installed as shown on plans.

Masonry at Trash Enclosure

CMU: 8" Regular CMU, Type S Mortar, Rebar, Mil Galvanized Truss Wire, Grout, Masonry sand. For one trash and one Seat wall.

Grill Base

CMU: 8" Regular Grey CMU, Type S Grey Mortar, Rebar, Grout, Masonry Sand per plans.

Monument Sign

Allowance

INTERIOR TRIM

Doors/Trim Material

Unit Exterior Entry Doors:

- Front Door: Material Fiberglass 2 panel Craftsman Style panel, 1 3/4" jamb with 6 7/8" Kerfed Jamb. All doors have bene changed to 6-8 tall doors from 8 foot entry doors.

Unit Exterior Patio Doors:

- Single /Double Lite Low E, 6 7/8" Kerfed Jamb, Fixed one side 2D hinges, Standard Single bore. No integral blinds. Doors changed to A 6'-8" door for cost.

Fire-Rated Doors:

- All fire-rated doors will include one pair of spring hinges.
- Attic Access are not fire rated.

Unit Interior Doors:

- Interior doors will feature Finger Joint Pine (FJP) jambs with paintable hinges. The doors specified are hollow core, 2-panel style, as outlined in the door schedule.

Unit Trim:

- **Door Casing:** 1" x 3" PMDF Square Edge casings will be installed at all doors and aprons.
- **Door casing to head detail:** Includes a small accent trim at the transition between the jamb legs and the door header casing. This piece is to be assumed as a square-cut jamb stop, typically measuring 7/8 of an inch thick.
- **Baseboard:** 1" x 4" PMDF baseboards will be installed, sitting flush with the finished floor. Caulking will be used to cover the gap between the baseboard and the floor.
- **Window Stool and Apron:** 7 1/4" finger joint pine material with 1x4 PMDF or MDF aprons will be used to reduce bubbling and water damage if windows are left open.
- **Bar/Island Apron:** 1x4 PMDF will be used for bar aprons.
- **Closet Rods:** Wooden full round rods with wood end caps will be installed and finished with a clear coat sealer.
- **Window Jamb and Casing:** Excluded.
- **Unit Fire Extinguishers:** Excluded.

Unit Shelving:

- **Pantry Shoe Shelf:** 1x12 MDF with 1x2 MDF cleat and a 1x3 nosing.
- **Closet Shelving:** 1x12 MDF shelving in closets.
- **Closet Rod Sockets:** Wooden sockets will be installed and finished with a clear sealer.



- **Shelf and Rod Supports:** Metal shelf and rod supports (white) are included.
- **Wire Shelving:** Excluded.

Excludes the following

- Smart Deadbolts: Excluded.
- Integral Blinds In patio Doors: Excluded.

Mailboxes – **Long lead items.**

- Included are 4 CADD front-loading mail and parcel combination parcel boxes. Refer to ID's for color specifications. Mail boxes are 12-14 week lead time after psot master has approved the mail boxes.
- This package excludes any smart lockers or third-party package lockers that require software and permanent power to operate. These will be by the owner. Coordination by the contractor. This has the correct count per code.

Doors/Trim Labor

Included.

PAINTING

Paint Products:

- Sherwin Williams, PPG, or an equivalent paint will be used throughout the project.
- Primers, both before and after texture application, are excluded from this scope of work.
- Caulking of cabinets to walls is excluded.

Exteriors:

- Exterior/breezeway to receive one (1) coat of A-100/PPG or equivalent flat exterior latex coating.

Interiors:

- Interior paint will be provided by Property Solutions or an equivalent PPG product. Unit ceilings and walls will receive one coat of latex primer followed by one coat of multi-flat latex paint.

Metal Surfaces:

- All exterior metal surfaces, including pre-primed/galvanized metal, will receive one coat of oil-based coating. This includes metal surfaces, exterior doors, rails, and perimeter fences, which will be finished with a satin sheen oil-based industrial enamel. Final color selection will be coordinated with the owner.

Unit Interior Walls and Ceilings:

- Walls and ceilings in units will receive one coat of flat latex enamel paint, in the color ("Pure White"). Walls and ceilings will be painted the same color. Accent walls and colors in units are excluded.
- The laundry room will be painted with Satin latex enamel.
- (1) Wall and Ceiling Color and (1) Trim and Door Color included.

Kitchens & Baths:

- Kitchen/Bathroom wet walls to receive one (1) coat latex primer and one (1) coat semi-gloss latex enamel.

Unit Interior Trim:

- Trim, doors & frames shall receive one (1) spot-coat latex primer and one (1) coat semi-gloss latex enamel. Interior base boards will be caulked to the floor in all areas.
- Door hinges are to be PAINTED in Units and PROTECTED in Clubhouse/Common Areas.

Amenity Paint

- Clubhouse & Amenity sheens and accents to be per bid set ID drawings.

Exclusions:

- Epoxy floors in maintenance garage is included.
- Accent walls and colors in units are excluded.
- Painting of Precast fence by Precast company one side only.

Special Inclusions:



- Sherwin Williams Loxon will be applied at window-to-masonry transitions. This is a siliconized product that is a direct replacement for NP-1 and has more elasticity than NP-1.
- Touch-ups will be included at the Owner's Walk.
- Stained materials called out on the drawings are included.
- Closet rods will receive one coat of clear sealer, which enhances the wood grain without chipping or peeling like polyurethane.
- Unit walls and ceilings will be painted in a single color.
- Refer to ID drawings for specific color selections.

GUTTERS/DOWNSPOUTS

Gutters & Downspouts

Included 3x4 down spouts and 5-inch OG gutters in standard colors. Tie ins to storm system are included with black ABS plastic fittings. Includes collector heads and color matching scupper rings. Downspouts to be tied into the storm system with black plastic and couplings with the matching opening size per the gutters company.

CERAMIC TILE

Shower and Tub Surrounds

Spec tile at the unit tub surrounds. Includes satin nickel Schluter standard profiles at Vertical Edges of the Backsplash and coordinating grout color. Refer to ID Drawings for transition strips included.

Kitchen Backsplashes

Spec Tile to be laid in a brick pattern. Includes satin nickel Schluter standard profiles at Vertical Edges of the Backsplash and coordinating grout color. Refer to ID Drawings for transition strips included.

CABINETS/COUNTERTOPS – Long Lead Item

Kitchen/Bath Cabinets - Material/Labor

Cabinet Design:

- All units will receive Shaker panel door cabinets with a full overlay.
- Cabinet colors will be per the ID Drawings.
- Cabinet boxes will be particle board construction.
- Includes water resistant edges
- Pedestal feet with a snap on toe kick are included.
- Standard cabinet soft close hinges and Drawers are included at no extra cost.
- Gray Metal drawer box with liner.
- Wall hung French Cleat system used for upper cabinets.

Cabinet Finishes:

- Cabinets will be Thermofoil. Color will be selected from the standard color palette provided by the vendor.
- Cabinet drawers will be slab drawer fronts.
- Door hardware will be predrilled from the factory.

Cabinet Construction:

- Cabinets will be constructed with particle board boxes and solid wood drawers and door frames.



- Wall cabinet uppers will be 42 inches tall.
- Standard base cabinets will be 34.5 inches tall.
- A 24-inch-deep cabinet (W3624-24 Deep) is included over the refrigerator in all units.
- Cabinet interiors will be white melamine.

Shelving:

- Cabinet shelving will be half shelves.

Inclusions:

- Includes refrigerator end panels.
- Hardware will be selected from the Manufactures selection.
- Price includes single color scheme.

Exclusions:

- Valances are excluded.
- Shoe mold at cabinet-to-floor transitions is excluded.
- Medicine cabinets are excluded.
- Dovetail drawer boxes are excluded.
- Mud bench cabinet grade boxes. This is built and provided by the trim carpenter.
- Finished front panels on islands

Kitchen/Bath Countertops - Material/Labor Unit

Color/Category:

- Kitchen Countertops – 2 cm – LVL 1 Polished Quartz Eased Edge. Ve option.
- Bathroom Countertops - 2cm – LVL 1 Polished Quartz Eased Edge.

Kitchen Countertops and Islands:

- Polished Eased Edge Quartz.
- 4-inch quartz backsplashes are not included (tile backsplashes will be used instead).

Bathroom Countertops:

- 2CM Eased Edge Quartz.
- 4-inch quartz backsplashes are included.

Kitchen Sinks:

- 28 x 16 x9 -inch rectangular stainless steel, under-mount, single bowl sink for standard units.
- 28x16x5 ½ deep Single bowl stainless-steel sink in ADA units.
- Model: GC933 (Standard Units)
- Model: GC936 ADA (ADA units)
- Includes Fabrication, Installation, unit sink installation, cut outs and sink mounting clips.

Bathroom Sinks:

- White rectangular porcelain, under-mount ceramic white sinks.
- Size: 18x13
- Model: GC2005
- ADA Complaint
- Includes Fabrication, Installation, Unit sink installation, Sink cut outs and sink mounting clips.

Countertop Overhangs:

- Overhangs exceeding 12 inches will Require non-decorative metal counter supports anchored into the framed knee wall. These are Excluded.

Quartz Colors:

- Colors included are options from the supplier that area of close proximity in color, design and style of the owner provided color selection.

Lead Time/Notes:

- After shop drawings are accepted, countertops take approximately four (4) months to arrive.
- Once received at the port, it may take up to 30 days for delivery to the site.
- ACG has a current container cost of approx. 5,000 per container included with the cost of shipping. There are a total of 4 containers required to complete the project.



FINISH HARDWARE

Finish Hdw/Bath Accessories (Color-Matte Black)

Exterior Doors: (Matte Black)

- BHP Single Cylinder Deadbolt and Keyless Deadbolts.
- Door Lever Style: BHP Stinson Levers
- Passage Levers: BHP Stinson Lever.
- Knocker Viewer: BHP 5-1/2" Knocker/Viewer (ADA).
- Patio Doors: Includes BHP Soma hardware; excludes deadbolt.
- Smart Locks: Excluded.
- Construction Locks/Deadbolts: Included.

Interior Doors (Color: Matte Black):

- Passage Lever: BHP Stinson
- Privacy Lever: BHP Stinson
- Dummy Lever: BHP Stinson
- Doorstop: Flexstop.

Unit Bath Accessories (Color: Matte Black)

Towel Bars:

- Taymor Astral W Posts, 24-inch (concealed screw).

Toilet Paper Holder:

- Taymor Astral (concealed screw).

Towel Ring:

- Taymor Astral (concealed screw).

Robe Hook:

- Taymor Astral Single Robe Hook.

Shower Rod:

- Moen Curved Shower Rod, 5-foot (2-102-5BS) with flange covers (65-FBS).

ADA Accessories

Bath Safety Bench:

- Safety Benches with Backrest.

Grab Bars:

- BHP 12" Grab Bars.
- BHP 24" Grab Bars.
- BHP 36" Grab Bars.
- BHP 42" Grab Bars.
- Includes concealed screws for all grab bars.
- Includes Bath safety Seats with back rest- Not wall mounted per elevation.

Finish Hardware/Labor

Includes labor and Equipment.

Mailboxes

- Included are 4 CADD front-loading mail and parcel combination parcel boxes.
- This package excludes any smart lockers or third-party package lockers that require software and permanent power to operate.

Fire Extinguishers

Includes Semi Recessed fire extinguisher cabinets as per plan includes hook and extinguisher in corridors.



Signage

Excluded. Owner to provide signage Contractor to coordinate the installation of all signage. All building signage is to be fabricated 30 days prior to the first turnover. The contractor is responsible for scheduling and coordinating the installation of the owner provided signage for the project.

MIRRORS/SHOWER DOORS

Unit Mirrors

Installation:

Provide and install custom-framed mirrors categorized as LVL 1.

Color Selection:

The mirror frame color will be selected by the owner from the contractors Level 1 category options.

Security Features:

Installation will include theft resistant hangers to ensure mirrors are securely mounted.

Amenity Mirrors – **4–12 week lead time**

- Included

Shower Enclosures

Glass Specifications – Spec

- Headerless inline, 48" width, 3/8" & 1/4" clear tempered glass, 78" height

Door Style and Hardware

- The door will feature a 28" semi-frameless design with a tubular style pull handle for ease of use.
- Square glass clamps and rectangular self-centering hinges will be used to ensure stability and proper alignment.

Header Installation

- A No-Header premier Shower enclosure will be included as part of the installation to provide additional support and enhance the door's structural integrity.

FLOORING

Unit Carpet - Bedrooms and Closets

Excluded, Units are to be 100% LVP

Unit Vinyl Flooring – Entry, Kitchen, Living, Dining

All units will have glued down Luxury vinyl plank. Spec flooring.

WINDOW COVERINGS

Blinds - Material/Labor

Window Blinds

- Supply and install 2" white faux cordless blinds on all specified windows.
- Blinds will include a flat PVC valance for a clean, finished appearance.
- Excludes the club house.

Patio Door Blinds

- External 2" white blinds will be provided and installed externally on the patio door. Includes Upper Valance and clip to attach bottom of blind to the door. Internal mini blinds have been Excluded
Refer to CVO log.

Exclusions



- This scope specifically excludes the provision or installation of vertical blinds, roll-up shades, or sunshades.

APPLIANCES

Kitchen Appliances: Whirlpool- Stainless Steel

Standard Units

- Refer to Spec book

ADA Units

- Refer to spec book

Washer/Dryers – White

Refer to Spec Book.

CLEAN UP

Trash Removal

Trash Collection

- Regularly collect and remove construction-related trash and waste materials from the site to maintain a clean and safe work environment. Includes dumpster and containers for Ascension Construction Groups Scope of work as outlined above.

Proper Disposal

- Collect and properly dispose of all construction-related trash and waste materials in accordance with local ordinances and environmental guidelines. Refer to exclusions for items not covered in our cost estimate.

Final Site Condition

- Conduct (1) comprehensive trash cleanup upon substantial completion, leaving the site free of Construction debris and waste, and in a condition that reflects the highest standards of professionalism.

Final Clean

Includes (1) – Rough Construction Clean (1) -Final Construction Clean per unit.

Rough Construction Clean

Debris Removal

- Collect and remove large debris, excess materials, and construction waste from the interior areas, including framing, drywall scraps, and packaging materials.

Surface Cleaning

- Perform an initial sweep of all floors, ensuring that major dust and dirt are removed to create a safer and more organized work environment for subsequent construction activities.
- Includes cleaning of tubs
- Windows will be wiped down on the interior and exterior after masonry and exterior construction is completed.

Final Construction Cleanup

Detailed Surface Cleaning

- Wipe clean all interior surfaces, including floors, walls, windows, and fixtures, to remove dust, smudges, and any remaining construction residue.

Finishing Touches



- Wipe Clean and polish all hardware, mirrors, and glass surfaces, ensuring a professional finish.
- Includes (1) light power wash to remove surface debris. This will be done at turn over.

Floor Care

- Vacuum, sweep, and mop all flooring surfaces, edges, and under fixtures to leave the area in a like new condition.
- Excludes waxing and sealing of any Floor and tile Surface.

Inspection Preparation

- Ensure all areas are clean and ready for final inspection, turnover, reflecting the highest standards of quality and attention to detail.

Re-Clean

Includes (1) – Re-clean per unit

Detailed Surface Cleaning

- Wipe clean all interior surfaces, including floors, walls, windows, and fixtures, to remove dust, and remaining construction residues.

Finishing Touches

- Wipe Clean and polish all hardware, mirrors, and glass surfaces, ensuring a professional finish.
- Includes (1) light power wash to remove surface debris. This will be done at turnover.

Floor Care

- Vacuum, sweep, and mop all flooring surfaces, edges, and under fixtures to leave the area in a like new condition.
- Excludes waxing and sealing of any Floor and tile Surface.

Inspection Preparation

- Ensure all areas are clean and ready for final inspection, turnover, reflecting the high standards of quality and attention to detail.

Power washing

The project scope includes light power washing or rinsing of the breezeways and walking surfaces throughout and around the building. Additionally, all site concrete will be washed with fire hoses to remove large debris before the application of parking lot striping and the turnover of each project phase. The water required for this cleaning operation is included in the project cost, ensuring a seamless and efficient handover upon completion of each phase.

Here are key areas that will be cleaned with a power washer:

- **Building Breezeways** – Clear walkways and improve appearance for turnover.
- **Entryways and Exterior Walkways** – Remove dust, dirt, and construction residue.
- **Site Concrete Surfaces** – Prepare surfaces by removing large debris before striping.
- **Parking Lots and Driveways** – Ensure a clean base for striping and safe access.
- **Ramps** – Eliminate mud, dust, and loose material.
- **Building Exteriors (if applicable)** – Light rinse to remove dust or film from construction activities.
- **Sidewalks and Pathways** – Remove dirt build up and maintain clean walking surfaces around the site.
- **Exterior Stairs and Ramps** – Remove dirt buildup for a safe, presentable handover.

*Make ready's/re-cleans of units prior to occupancy are not part of the clean included for construction. Make ready's prior to move in are the responsibility of the owners Property management team. Units may become dusty and accumulate dust over time from new construction after the unit has been completed.

*ACG Recommends a Clear penetrating Sealer for the Concrete and lightweight pea gravel to be applied to the walking surfaces to reduce staining.



SWIMMING POOL

Pool Shell & Excavation

- Pool shells will be constructed using Gunitite and selected from standard colors. The pool will be constructed using the Geotech recommendations per Geotech.

Auto Fill & Tile

- Dual pool misers for autofill.
- Glass water line tile allowance: 20 sq. ft.
- Trim tile on benches and steps per code, per Standard colors.
- Depth markers will be custom tile to match waterline tile.
- "No Diving" markers to be sandblasted in coping and painted in black lettering.

Coping and Handrails

- Lueder's: Included
- Includes SS316 Three Bed Arm 72"

Pool and Pool Decking

- Pool Plaster: includes Quartz scape 2 pool plaster selection.
- Deck: 4-inch-thick concrete on grade without beam and or added structural requirements. Includes colored concrete, acid washed, and scored per plan, including caulked expansion joints.
- Deck Finish: Includes a Choice between Acid washed, or a light stamped Salt finish

Pool Equipment and Maintenance

- (1) – Handi Cap lift
- Safety equipment required to pass state inspections included.
- Cleaning supplies for 6 weeks of cleaning
- Basic pool cleaning equipment

LANDSCAPING

Landscape Contract

Inclusions:

Landscape Installation:

- Landscaping as shown in the above-mentioned plans, including all specified materials listed in the provided material list. Mulch to be 2 inches in depth, Includes 3" of compost
- Trees are to be all B and B Trees.
- Mulch to be 3 inches in depth. The first application will be 2 inches then the site will be refreshed later after the last building is turned over.
- Includes 2 tree stakes per tree.
- All beds to be shovel cut less the areas shown to have 3/16 "steel edging at the hardscape areas.
- Bed mix to be 3"

Sod Installation:

- Installation of Common Bermuda sod in the limits of construction.

Exclusions:

Maintenance:

- Ongoing maintenance of the landscape is not included.

Tree-Related Services:

- Excludes tree protection, transplanting, pruning, and treatment of existing landscape trees, excludes tree protection fencing for trees not represented on the drawings.



Warranty Exclusions:

- Plant material and/or lawn areas that are not irrigated with a permanent irrigation system(s) will not be under warranty.

Winter Rye Over-Seeding:

- If sodding occurs between September 1 and March 1, over-seeding with winter rye will incur an additional cost. Hydro seed is not included in this cost.

Revegetation:

- Revegetation of areas not specifically marked with a hatch pattern on the Landscape plan to receive new sod is excluded.

Topsoil/Sand

Enriched Topsoil Installation:

- Enriched topsoil will be installed at an approx. 2-inch depth underneath sod inside the LOC.
- The screening and/or spreading of onsite soil are not included in this scope of work.

Fine Grade

Inclusion:

- Fine grading of landscape areas is included in this contract.

Timing:

- Fine grading will commence after rough grading has been completed and all construction exterior activities are finalized, ensuring the site is ready for landscaping to begin.

Landscape Pavers

Included. Spec

Landscape Irrigation

- The irrigation system will be designed and built. The design-build team will evaluate specific site conditions to select appropriate components that ensure a complete and functional system, meeting all state and local requirements.

Landscape Irrigation Sleeves

- Included

Landscape Drainage

Drainage at the Pool/Courtyard area is included.

Hardscapes

- Per Plan
- We have removed the majority of astro turf except at amenity areas, This is a 265,000 deduction. From the project cost.

Landscape Maintenance

- **Post-Installation Landscape Maintenance Allowance:** A budget allowance of \$8,500 per building/phase has been included specifically for landscape maintenance following installation.
- **Scope of Maintenance:** This allowance covers routine care of grass, bushes, and other planted areas to ensure they remain healthy and visually appealing throughout the construction process.
- **Construction Phase Usage:** This maintenance budget is allocated to sustain landscaping during active construction, keeping the project site in prime condition.

SITE AMENITY PACKAGE

Site Furnishings

Amenity Trellis

Included, this is an expensive item an aluminum version can be purchased at a lesser cost.



Entrance Sign Footer

Included per plan.

Grill Islands

Included per plan covered by the masonry scope.

Grills

Included

Dog Park Fountain

Includes Dog park fountain to be provided and installed.

CLUBHOUSE AND AMENITY FINISHES

Amenity Interior Doors

- 5 Panel Shaker style Door with hollow wood core included.

Amenity Trim

- Refer to Arch's for inclusions and material types due to the Extensive and Detailed amenity center.
- Faux Wood box beams will of mixed species of wood some paint and some stained per Schedule.

Clubhouse Door Hardware

- Included

Club bath Accessories

- Included

Clubhouse Trim Labor

- Included

Clubhouse Hardware Labor –

Labor Coverage: Include but not limited to labor for the installation of all hardware.

Items Installed:

- Bath hardware
- Door hardware
- Final adjustments to ensure functionality and alignment
- Other MISC items.

Specific Components:

- Doorknobs and doorstop
- Paper towel holders and toilet paper holders
- Trash receptacles

Amenity Cabinets (prefinished)

Entire Clubhouse

- Frame: Per Plan
- Color: Per plan
- Shelves to be half Shelves
- Door hardware- Spec

Work Room/ Maintenance

- Frame: per plan
- Color: per plan
- Shelves to be half Shelves
- Door hardware Spec

Amenity Countertops

- **Per plan**



- **BBQ Grill Area** - BUDGET- \$60/SF Material and Labor Allowance 128SF
- **Accessories** – Concealed brackets and Stainless-steel trash Grommets.

Amenity Flooring/Floor Finishes

Amenity Tile/Floor

- **Per Spec**
- **Flooring protection** – Includes (1) covering the Clubhouse floor after flooring is installed.

Exclusions

- **Attic Stock:** if attic stock is required, we recommend at least 5% of the total Sft of the LVP for the project. Attic stock cost for 5% is \$6,900.00 This is not included in our current price.
- Waterproofing of penetration points
- Sound Underlayment
- Cost increases due to discontinued tile and alternate selections being selected.

Notes

Ascension will be submitting color samples of tile selected and carpet for approval for order. Due to the nature of the flooring supplies items do become discontinued from time to time. WE will work with our supplier to get a direct replacement at the same cost. Vendor Deposits will need to be paid up front. (Prices are secured for 30 days)

Amenity Plumbing Fixtures

Per Spec Refer to IDs for specifications.

Amenity Light Fixtures

Include. Refer to lighting section above for Project Specifications and Counts.

Amenity Low Voltage

Alarm

- Includes an 8-zone alarm system with keypad located in the work room or location selected by ownership. Allowances for AV/Access control.

CCTV/Access Control

Amenity Appliances

- Per spec

LONG LEAD ITEMS

Civil

- Manholes and structures – Orders can only be placed using the Stamped and city approved civil drawings. Once placed it is approx. 12-14 week for the first shipment to make it to the site.
- Civil Inspections – We will be unable to likely inspect the sewer and water unless the permits are approved, and all fees are paid for the project and permits are issued.

Electrical

- 52-61 Weeks for Electrical gear for the buildings
- Building Transformers – these can be a lead time issue
- Removal and Replacement of power poles.
- Building meters

Mechanical

- New Air handler Equipment due to air handler and Refrigerant Changes.
- Refrigerant

Countertops – Overseas



- 120-day lead time after submittals have been approved and countertop order has been accepted by the Production plant

Lumber

- 60 days for supplier to buy out enough lumber 50% for first lumber drop.
- 5 Week lead time to load the project with enough lumber to start the first 3 buildings.
- Sheet goods appear to be a long lead item at the time the framing may start.

Trusses

- 5-6 Lead time once in production.

Appliances

- 5- 6 Week lead time currently

Lighting - Overseas

- 150 – day lead Time from Submittal approval.

Flooring (LVP) - Overseas

- 120 Day lead time after order is placed and accepted by the supplier.

Exhibit F
Subcontractor Insurance Requirements

1. Specific Insurance Requirements

Except as specifically provided otherwise, and agreed to by Contractor in writing, the following insurance shall be maintained by Subcontractor with limits not less than those set forth below at all times during the term of this Subcontract and thereafter as required:

Insurance	Coverage/Limits	Other Requirements
Commercial General Liability (Occurrence Basis)	<ul style="list-style-type: none"> • \$1,000,000 Per Occurrence • \$2,000,000 General Aggregate • \$2,000,000 Products/Completed Operations Aggregate • \$1,000,000 Personal And Advertising Injury • Designated Construction Project(s) General Aggregate Limit • \$1,000,000 Electronic Data Liability 	<ul style="list-style-type: none"> • Current ISO edition of CG 00 01 • The personal injury contractual liability exclusion shall be deleted. • Additional insured status shall be provided in favor of Owner and Contractor (and all entities listed on the sample COI as the last page of this exhibit in the Description of Operations section and/or Certificate Holder section) on a combination of ISO forms CG 20 10 10 01 and CG 20 37 10 01. • This coverage shall be endorsed to provide primary and non-contributing liability coverage. It is the intent of the parties to this Agreement that all insurance coverage required herein shall be primary to and shall seek no contribution from all insurance available to Owner, or Contractor, with Owner's and Contractor's insurance being excess, secondary and non-contributing. • The following exclusions/limitations (or their equivalent(s), are prohibited: <ul style="list-style-type: none"> ○ Contractual Liability Limitation CG 21 39 ○ Amendment of Insured Contract Definition CG 24 26 ○ Limitation of Coverage to Designated Premises or Project, CG 21 44 ○ Exclusion-Damage to Work Performed by Subcontractors On Your Behalf, CG 22 94 or CG 22 95 ○ Any Construction Defect Completed Operations exclusion ○ Any endorsement modifying or deleting the exception to the Employer's Liability exclusion ○ Any endorsement modifying or deleting Explosion, Collapse or Underground coverage ○ Any Habitational or Residential exclusion ○ Any "Insured vs. Insured" exclusion ○ Any Punitive, Exemplary or Multiplied Damages exclusion ○ Any Subsidence exclusion
Business Auto Liability	\$1,000,000 Per Accident	<ul style="list-style-type: none"> • Current ISO edition of CA 00 01 • Arising out of any auto (Symbol 1), including owned, hired and nonowned
Workers' Compensation and Employer's Liability	<ul style="list-style-type: none"> • Statutory Limits • \$1,000,000 Each Accident and Disease • Alternate Employer endorsement 	<ul style="list-style-type: none"> • The State in which work is to be performed must listed under Item 3.A. on the Information Page • Such insurance shall cover liability arising out of the Subcontractor's employment of workers and

	<ul style="list-style-type: none"> USL&H must be provided where such exposure exists. 	<p>anyone for whom the Subcontractor may be liable for workers' compensation claims. Workers' compensation insurance is required, and no "alternative" forms of insurance shall be permitted.</p> <ul style="list-style-type: none"> Where a Professional Employer Organization (PEO) or "leased employees" are utilized, Subcontractor shall require its leasing company to provide Workers' Compensation insurance for said workers and such policy shall be endorsed to provide an Alternate Employer endorsement in favor of Contractor and Owner. Where Subcontractor uses leased employees with Workers' Compensation insurance provided by a PEO or employee leasing company, Subcontractor is strictly prohibited from subletting any of its work without the express written agreement of Contractor.
Excess Liability (Occurrence Basis)	\$5,000,000 Each Occurrence	<ul style="list-style-type: none"> Such insurance shall be excess over and be no less broad than all coverages described above. Drop-down coverage shall be provided for reduction and/or exhaustion of underlying aggregate limits and shall include a duty to defend any insured.
Professional Liability	<ul style="list-style-type: none"> \$1,000,000 Each Occurrence Such insurance shall cover all services rendered by the Subcontractor and its consultants under the Agreement, including but not limited to design or design/build services. Policies written on a Claims-Made basis shall have an extended reporting period of at least two years beyond termination of the Subcontract. 	<p>This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from:</p> <ul style="list-style-type: none"> bodily injury or property damage where coverage is provided in behalf of design professionals or design/build contractors habitational or residential operations mold and/or microbial matter and/or fungus and/or biological substance punitive, exemplary or multiplied damages.
Pollution Liability	<ul style="list-style-type: none"> \$1,000,000 Each Occurrence Such insurance must provide third party liability coverage for bodily injury, property damage, clean up expenses, and defense arising from the operations. All coverage provided in the policy shall apply to operations and completed operations of the firm without separate restrictions for either of these time frames. Mold and/or microbial matter and/or fungus and/or biological substance shall be specifically included within the definition of Pollutants in the policy. 	<p>This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from:</p> <ul style="list-style-type: none"> asbestos or lead contractual assumption of liability impaired property that has not been physically injured materials supplied or handled by the named insured. However, exclusions for the sale and manufacture of products are allowed. Exclusionary language pertaining to materials supplied by the insured shall be reviewed by the certificate holder for approval. property damage to the work performed by the Subcontractor punitive, exemplary or multiplied damages work performed by subcontractors

2. General Insurance Requirements

A. Definitions. For purposes of this Agreement:

- i. "ISO" means Insurance Services Office.
- ii. "Contractor" shall include the Contractor described in the Subcontract together with its affiliates, subsidiaries, and parents.
- iii. "Owner" means (a) the owner listed in the Subcontract ("Owner"), (b) the Project, (c) any lender whose loan is secured by a lien against the Work, (d) their respective shareholders, members, partners, joint venturers, affiliates, subsidiaries, successors and assigns, (e) any directors, officers, employees, or agents of such persons or entities, and (f) others as required by the Construction Documents.

B. Policies.

- i. Subcontractor shall maintain such General Liability, Excess Liability, Professional and Pollution insurance in identical coverage, form and amount, including required endorsements, for at least two (2) years following Date of Substantial Completion of the Work to be performed under the Subcontract. Subcontractor shall provide written representation to Contractor and Owner stating Work completion date.
- ii. All policies must:
 - a. Be written through insurance companies authorized to do business in the State in which the work is to be performed and rated no less than A-: VII in the most current edition of A. M. Best's Key Rating Guide.
 - b. Provide a waiver of subrogation in favor of Owner and Contractor on all insurance coverage carried by Subcontractor, whether required herein or not
 - c. Contain an endorsement providing for thirty (30) days prior written notice to Contractor of cancellation or material change of coverage.
 - d. Be provided to the Contractor in compliance with the requirements herein and shall contain no endorsements that restrict, limit, or exclude coverage required herein in any manner without the prior express written approval of the Contractor.
- iii. Failure of Contractor to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Contractor to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Subcontractor's obligation to maintain such insurance.
- iv. Subcontractor shall provide to the Contractor a certified copy of all insurance policies required herein within ten (10) days of any such request. Renewal policies, if necessary, shall be delivered to the Contractor prior to the expiration of the previous policy.
- v. Commencement of Work without provision of the required certificate of insurance, evidence of insurance and/or required endorsements, or without compliance with any other provision of this Subcontract, shall not constitute a waiver by Contractor of any rights. The Contractor shall have the right, but not the obligation, of prohibiting the Subcontractor or any sub-subcontractor from performing any Work until such certificate of insurance, evidence of insurance and/or required endorsements are received and approved by the Contractor.

C. Limits, Deductibles and Retentions

- i. The limits of liability may be provided by a single policy of insurance or by a combination of primary and excess policies, but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required herein.
- ii. No deductible or self-insured retention shall exceed \$25,000 without prior written approval of the Contractor, except as otherwise specified herein. All deductibles and/or retentions shall be paid by, assumed by, for the account of, and at the Subcontractor's sole risk. The Subcontractor shall not be reimbursed for same

D. Forms

- i. If the forms of policies, endorsements, certificates or evidence of insurance required by this Exhibit are superseded or discontinued, Contractor will have the right to require other equivalent forms.
- ii. Any policy or endorsement form other than a form specified in this Exhibit must be approved in advance by Contractor.

E. Evidence of Insurance. Insurance must be evidenced as follows:

- i. ACORD Form 25 Certificate of Liability Insurance for liability coverages.
- ii. ACORD Form 28 (2003/10) Evidence of Commercial Property Insurance for property coverages.
- iii. Evidence shall be provided to Contractor prior to commencing Work and prior to the expiration of any required coverage.
- iv. ACORD Forms specify:
 - a. Contractor as certificate holder at Contractor's mailing address;
 - b. Insured's name, which must match that on this Agreement;

- c. Insurance companies producing each coverage and the policy number and policy date of each coverage;
 - d. Producer of the certificate with correct address and phone number and have the signature of the authorized representative of the producer;
 - e. Additional Insured status in favor of Owner and Contractor (and all entities listed on the sample COI as the last page of this exhibit in the Description of Operations section and/or Certificate Holder section);
 - f. Amount of any deductible or self-insured retention in excess of \$25,000;
 - g. Designated Construction Project(s) General Aggregate Limit;
 - h. Personal Injury Contractual Liability;
 - i. Primary and non-contributory status;
 - j. Waivers of subrogation; and
 - k. All exclusions and limitations added by endorsement to the General Liability coverage. This can be achieved by provision of the Schedule of Forms and Endorsements page.**
- v. Copies of the additional insured endorsement(s) applicable to the General Liability policy and of the 30 Day Notice of Cancellation or Material Change endorsement applicable to all required policies shall also be provided.

F. Contractor Insurance Representations to Owner Parties

- i. It is expressly understood and agreed that the insurance coverages required herein (a) represent Contractor's minimum requirements and are not to be construed to void or limit the Subcontractor's indemnity obligations as contained in the Subcontract nor represent in any manner a determination of the insurance coverages the Subcontractor should or should not maintain for its own protection; and (b) are being, or have been, obtained by the Subcontractor in support of the Subcontractor's liability and indemnity obligations under this Subcontract. Irrespective of the requirements as to insurance to be carried as provided for herein, the insolvency, bankruptcy or failure of any insurance company carrying insurance of the Subcontractor, or the failure of any insurance company to pay claims accruing, shall not be held to affect, negate or waive any of the provisions of this Subcontract.
- ii. Failure to obtain and maintain the required insurance shall constitute a material breach of, and default under, this Subcontract. If the Subcontractor shall fail to remedy such breach within five (5) business days after notice by the Contractor, the Subcontractor will be liable for any and all costs, liabilities, damages and penalties resulting to the Contractor from such breach, unless a written waiver of the specific insurance requirement(s) is provided to the Subcontractor by the Contractor. In the event of any failure by the Subcontractor to comply with the provisions of this Agreement, the Contractor may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to the Subcontractor, purchase such insurance, at the Subcontractor's expense, provided that the Contractor shall have no obligation to do so and if the Contractor does so, the Subcontractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.
- iii. This Exhibit is an independent contract provision and shall survive the termination or expiration of the Subcontract.

G. Insurance Requirements of Contractor's Subcontractors

- i. Insurance similar to that required of the Subcontractor shall be provided by all sub-subcontractors (or provided by the Subcontractor on behalf of sub-subcontractors) to cover operations performed under the Subcontract. The Subcontractor shall be held responsible for any modification in these insurance requirements as they apply to sub-subcontractors. The Subcontractor shall maintain certificates of insurance from all sub-subcontractors containing provisions similar to those listed herein (modified to recognize that the certificate is from sub-subcontractor) enumerating, among other things, the waivers of subrogation, additional insured status, and primary liability as required herein, and make them available to the Contractor upon request.
- ii. The Subcontractor is fully responsible for loss and damage to its property on the site, including tools and equipment, and shall take necessary precautions to prevent damage to or vandalism, theft, burglary, pilferage and unexplained disappearance of property. Any insurance covering the Subcontractor's or its sub-subcontractor's property shall be the Subcontractor's and its sub-subcontractor's sole and complete means or recovery for any such loss. To the extent any loss is not covered by said insurance or subject to any deductible or co-insurance, the Subcontractor shall not be reimbursed for same. Should the Subcontractor or its sub-subcontractors choose to self-insure this risk, it is expressly agreed that the Subcontractor hereby waives, and shall cause its sub-subcontractors to waive, any claim for damage or loss to said property in favor of the Contractor.

H. Use of the Contractor's Equipment

The Subcontractor, its agents, employees, sub-subcontractors or suppliers shall use the Contractor's equipment only with express written permission of the Contractor's designated representative and in accordance with the Contractor's terms and

condition for such use. If the Subcontractor or any of its agents, employees, sub-subcontractors or suppliers utilize any of the Contractor's equipment for any purpose, including machinery, tools, scaffolding, hoists, lifts or similar items owned, leased or under the control of the Contractor, the Subcontractor shall defend, indemnify and be liable to the Contractor for any and all loss or damage which may arise from such use.

I. Release and Waiver

The Subcontractor hereby releases, and shall cause its sub-subcontractors to release, the Contractor from any and all claims or causes of action whatsoever which the Subcontractor and/or its sub-subcontractors might otherwise now or hereafter possess resulting in or from or in any way connected with any loss covered by insurance, whether required herein or not, or which should have been covered by insurance required herein, including the deductible and/or uninsured portion thereof, maintained and/or required to be maintained by the Subcontractor and/or its sub-subcontractors pursuant to the Subcontract.

SUBCONTRACTOR AGREES TO PROVIDE INSURANCE COVERAGE AND A CERTIFICATE OF INSURANCE (COI) THAT MATCHES EXACTLY TO THE SAMPLE COI WHICH IS THE LAST PAGE OF THIS EXHIBIT. Specifically, the Subcontractor's COI must include all entities that are listed on the sample COI which is the last page of this exhibit in the Description of Operations section and/or Certificate Holder section.

Ascension Construction Group, LLC
EXHIBIT G - GENERAL CONDITIONS

BID SET

Project Name:	Pecan Park Apartments	50,953,046
Developer:	Legend Communities Inc	51,972,107
Current Plans:		BID SET
Region:		Dallas
Soil Conditions:		Mixed Rock
Project Type:		Garden
Project Sub-Type:		For Rent
Special Type:		N/A
Fixture/Finish Lvl:		LEVEL 2 - MID
Exterior Cladding		Siding and Brick
# of Buildings:		19
Acres:	732,244 total site SF	16.81 Acres
# of Units:		400
NRSF:		374,000
Gross SF		438,066
Assumed Start Date:		2/1/2025
Project Duration:		32 Months
		Avg. Unit: 935

Cost Code	Description	BID SET
	GENERAL CONDITIONS	
01-01-100	Administrative Overhead	697,247
01-01-110	Project Manager	594,313
01-01-112	Project Coordinator	496,369
01-01-120	Superintendent	489,710
01-01-130	Asst. Superintendent	659,032
01-01-140	Taxes	242,275
01-01-150	Health Insurance	110,755
01-01-170	General Labor	304,750
01-01-180	Temporary Toilets	57,864
01-01-190	Temporary Fencing	39,270
01-01-200	Printing/Mailing	51,260
01-01-210	Legal/Miscellaneous Expenses	49,500
01-01-220	Travel Expenses	36,800
01-01-240	Mobilization	69,758
	TOTAL	3,898,903
	INSURANCE	
01-02-100	General Liability Insurance	260,000
01-02-110	Builder's Risk Insurance	306,336
01-02-120	Workers' Compensation	26,421
01-02-200	Subcontractor Bonds	-
	TOTAL	592,757
	TEMPORARY UTILITIES	
01-03-100	Temporary Electric	60,000
01-03-110	Temporary Water	108,420
01-03-120	Temporary Gas	5,000
01-03-130	Phones/IT Services	142,972
	TOTAL	316,392
	EQUIPMENT/SUPPLIES	
01-04-100	Equipment Rental	72,350
01-04-110	Office/Trailer Rental	65,100
01-04-120	Office/Trailer Equipment	20,150
01-04-130	Office/Trailer Punch Out Supplies	50,000
01-04-140	Temporary Storage Trailer	16,850
01-04-150	Temporary Fire Extinguishers	32,000
01-04-152	Balcony Safety/Fall Protection/PPE	30,000
	TOTAL	286,450
	SECURITY	
01-05-100	Security Cameras	130,200
	TOTAL	130,200
	TESTING/INSPECTIONS/SURVEYING	
01-06-110	Field Inspections/Aerial Photos	45,155
01-06-120	Surveying	140,000
	TOTAL	185,155

Total: \$5,409,857

ASCENSION CONSTRUCTION GROUP, LLC

EXHIBIT H

COST ITEMS APPROVED FOR NO RETENTION TO BE WITHHELD

BID SET

Project Name:	Pecan Park Apartments	50,953,046
Developer:	Legend Communities Inc	51,972,107
Current Plans:		BID SET
Region:		Dallas
Soil Conditions:		Mixed Rock
Project Type:		Garden
Project Sub-Type:		For Rent
Special Type:		N/A
Fixture/Finish Lvl:		LEVEL 2 - MID
Exterior Cladding		Siding and Brick
# of Buildings:		19
Acres:	732,244 total site SF	16.81 Acres
# of Units:		400
NRSF:		374,000
Gross SF		438,066
Assumed Start Date:		2/1/2025
Project Duration:		32 Months
		Avg. Unit: 935

Cost Code	Description	BID SET
01-01-100	Administrative Overhead	697,247
01-01-110	Project Manager	594,313
01-01-112	Project Coordinator	496,369
01-01-120	Superintendent	489,710
01-01-130	Asst. Superintendent	659,032
01-01-140	Taxes	242,275
01-01-150	Health Insurance	110,755
01-01-170	General Labor	304,750
01-01-180	Temporary Toilets	57,864
01-01-190	Temporary Fencing	39,270
01-01-200	Printing/Mailing	51,260
01-01-210	Legal/Miscellaneous Expenses	49,500
01-01-220	Travel Expenses	36,800
01-01-240	Mobilization	69,758
01-02-100	General Liability Insurance	260,000
01-02-110	Builder's Risk Insurance	306,336
01-02-120	Workers' Compensation	26,421
01-02-200	Subcontractor Bonds	-
01-03-100	Temporary Electric	60,000
01-03-110	Temporary Water	108,420
01-03-120	Temporary Gas	5,000
01-03-130	Phones/IT Services	142,972
01-04-100	Equipment Rental	72,350
01-04-110	Office/Trailer Rental	65,100
01-04-120	Office/Trailer Equipment	20,150
01-04-130	Office/Trailer Punch Out Supplies	50,000
01-04-140	Temporary Storage Trailer	16,850
01-04-150	Temporary Fire Extinguishers	32,000
01-04-152	Balcony Safety/Fall Protection/PPE	30,000
01-05-100	Security Cameras	130,200
01-06-110	Field Inspections/Aerial Photos	45,155
01-06-120	Surveying	140,000
02-02-125	Additional Haul Off/Misc.	93,612
02-02-140	Sanitary Sewer - Private	261,914
02-02-150	Storm Drain - Onsite	340,941
02-02-160	Water/Fire Service - Private	712,257
02-02-191	Electrical Secondary Conduits/Conductors (aluminum)	245,000
02-02-192	Irrigation Sleeving	37,500
02-02-200	Retaining Walls	-
02-02-210	Concrete Paving/Curb and Gutter	1,467,342
02-02-212	Asphalt Paving	12,000
02-02-220	Private Sidewalks & AC Pads	335,850
02-02-221	Site Concrete	66,500
02-02-222	CIP Site Walls	-
02-02-230	Pavement Markings/Striping	26,900
03-08-120	Reglazing	15,368
03-22-120	Tub Repair	30,000

Exhibit I - Items Fro Early Retainge Release

	ITEM	CONTRACT AMOUNT	10% RETAINAGE
02-02-120	Excavation/site work	475,000	47,500
02-02-210	Concrete Paving	1,476,342	147,634
02-02-140	Sanitary Sewer - Private	261,914	26,191
02-02-150	Storm Drain - Onsite	340,941	34,094
02-02-160	Water/Fire Service - Private	712,257	71,226
02-02-190	Electrical Distribution (Dry Utilities)	-	-
02-02-200	Retaining Walls	-	-
03-02-100	Concrete Foundations	1,665,000	166,500
03-02-120	Termite Pre-treatment	8,401	840
03-06-120	Rough Carpentry Labor	3,190,694	319,069
	TOTAL	8,130,549	813,055

5% Retainage

23,750

73,817

13,096

17,047

35,613

0

0

83,250

420

159,535

406,527



ASCENSION CONSTRUCTION GROUP

SUBCONTRACT

THIS SUBCONTRACT IS MADE BETWEEN THE CONTRACTOR AND THE SUBCONTRACTOR, AS LISTED BELOW.

CONTRACTOR:	_____	CONTACT:	_____
	_____		_____
	_____		_____

SUBCONTRACTOR:	_____	CONTACT:	_____
	_____		_____
	_____		_____

OWNER:	_____	PROJECT:	_____
	_____		_____
	_____		_____

ARCHITECT:	_____	CONTRACT #:	_____
	_____		_____
	_____		_____

“Subcontractor” as used herein means and includes the entity identified above and all of its parents, affiliates, subsidiaries, owners, officers, employees, sureties, and the following of any tier: sub-subcontractors, suppliers, providers of equipment, scaffolding, facilities, goods, temporary installations, and personal property used in connection with the Subcontract Work, independent contractors, service providers, and all other which have duties or obligations with respect to the Subcontract Work.

SCOPE OF SUBCONTRACT WORK: The above-named Subcontractor shall furnish all labor, materials, tools, equipment, facilities, supervision, management, financing, services, shop drawings and other submittals, applicable license and permits, testing, transportation, hoisting, means for accessing the work, freight, cleanup and removal of trash, scheduling information, quality control, insurance, safety procedures, systems, and apparatuses, and every other thing of whatever nature necessary to perform fully in a first-class workmanlike manner and in every respect complete the Subcontract Work generally described as follows:

; AS MORE SPECIFICALLY DESCRIBED IN EXHIBIT “C”.

PER SUBCONTRACT DOCUMENTS LISTED IN THE EXHIBITS BELOW:

EXCLUSIONS: (Check Applicable Box) None As Listed in Exhibit “C”
BONDS: (Check Applicable Box) None As Required in Accordance with Section 7

PROJECT SPECIFIC EXHIBITS, WHICH FORM A MATERIAL AND INTEGRAL PART OF THIS SUBCONTRACT AND WITH WHICH SUBCONTRACTOR MUST COMPLY, INCLUDE:

- Exhibit A: Schedule of Values
- Exhibit B: Project Schedule
- Exhibit C: Scope of Work
- Exhibit D: List of Contract Documents
- Exhibit E: Insurance Requirements
- Exhibit F: Safety Requirements
- Exhibit G: List of Subcontractor’s Suppliers (if applicable)
- Exhibit H: Warranty Letter
- Exhibit I: Waivers/Affidavits

SUBCONTRACT PRICE: Zero Dollars And Zero Cents (\$0.00)

RETAINAGE: 10%

Unless otherwise provided by Contractor, in writing, Subcontractor shall submit applications for payment to Contract in accordance with this Subcontract including, but not limited to, Section 8.3 below, not later than the 20TH day of the month. Payments to Subcontractor shall be made in accordance with this Subcontract and will be made within 30 days of receipt of Subcontractor's application for payment, or seven (7) days after Contractor has received payment from Owner, whichever is later.

The Prime Contract is available on Contractor's web-based project management system (Procore). Subcontractor acknowledges that relevant documents have been made available to Subcontractor, including, without limitation the Prime Contract and Owner's evidence of financing in accordance with Texas Business & Commerce Code Chapter 56.

As used in this Subcontract, the "Subcontract Work" shall mean the full extent of the Subcontractor's performance requirements, agreements, duties, responsibilities, and obligations under this Subcontract. The Subcontract Work as generally described above shall be performed wherever required on the Project. Specification, drawing, or like references included in the preceding statement of Subcontract Work are applicable but not necessarily all inclusive. The Subcontract Work includes everything specifically set forth in or reasonably inferable from this Subcontract and applicable parts of the Prime Contract, and the Subcontract Work further includes everything necessary or customary for the proper execution, functioning, connection, and completion of all Work referred to by this Subcontract. The Subcontract Price includes performance of all Subcontract Work for the Project in strict accordance with both the Contractor's Standard Subcontract Terms and Conditions (which are set forth in Sections 1-22 attached to this Subcontract) and with any other documents referenced therein, all of which are incorporated herein by reference and are made an integral part of this Subcontract.

The Subcontractor's commencement of performance of any Subcontract responsibilities, including but not limited to preparation of submittals, whether at the Project site or elsewhere, shall constitute the Subcontractor's agreement to this Subcontract, including all terms and conditions of this Subcontract without modification of limitation, and shall further constitute the Subcontractor's acceptance of all conditions at the Project site.

AUTHORIZED REPRESENTATIVE OF CONTRACTOR: The Contractor's authorized representative for this Project shall be:

Only the Contractor's authorized representative may grant approvals, authorize written changes, receive notices, sign delivery tickets, order extra work, approved overtime, or make binding commitments on behalf of the Contractor. No change in the Contractor's authorized representative will be effective unless and until made in writing and signed by a corporate officer of the Contractor. Authorized representatives of the parties have executed this Subcontract to be effective on the date first stated above.

SUBCONTRACTOR:	CONTRACTOR:
BY: _____ (Signature)	BY: _____ (Signature)
NAME: _____ (Print)	NAME: Patrick ODonovan (Print)
ITS: _____ (Title)	ITS: Principal (Title)
DATE: _____	DATE: _____
FEDERAL IDENTIFICATION NO.: _____	
STATE LICENSE/CERT. OF RESPONSIBILITY NO.: _____	
STATE SALES TAX NO.: _____	

STANDARD SUBCONTRACT TERMS AND CONDITIONS

For consideration named in the Subcontract and in exchange for the mutual covenants herein made, Contractor and Subcontractor agree to the following Terms and Conditions:

SECTION 1. INCORPORATION OF PRIME CONTRACT DUTIES

1.1 The Subcontractor shall be bound to the Contractor by all terms and conditions of this Subcontract and its Exhibits and, except as otherwise provided herein, also by the Prime Contract between the Owner and Contractor, which is incorporated in its entirety by reference into this Subcontract and is made an integral part of this Subcontract. The Prime Contract includes, but is not limited to, the Agreement between the Contractor and the Owner; all terms, conditions, and legal requirements; all general, supplementary, special, and other conditions; all drawings, specifications, details, and standards; all addenda, changes, change directives, modifications, and revisions to any of the foregoing; and all other documents or requirements incorporated into or referenced by the foregoing. The Subcontractor shall assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Prime Contract, assumes toward the Owner. In the event of conflict, inconsistency, or ambiguity within the Prime Contract itself or between the Prime Contract and this Subcontract as regards scope or performance requirements of the Subcontract Work, the Subcontractor shall furnish and Install work of the higher quality, greater quantity or extent, and more expense, unless otherwise directed in writing by an authorized representative of the Contractor. In case an ambiguity or conflict in payment, indemnity, or other provisions between the Prime Contract and the Subcontract, this Subcontract shall govern. In no event shall the Subcontractor be entitled to greater rights, higher entitlements, or more relief against the Contractor than the Contractor actually obtains from the Owner on the Subcontractor's behalf.

SECTION 2. SUBCONTRACTOR'S GENERAL PERFORMANCE OBLIGATIONS

- 2.1 The Subcontractor shall perform the Subcontract Work in strict accordance with Exhibit "C" and with the Prime Contract, which is made a part hereof. Anything pertaining to the general nature of the Subcontract Work that is mentioned in the specifications, but not shown in the drawings, or shown in the drawings, but not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. All Subcontract Work shall be subject to the approval of the Contractor, Architect, Owner, and any authorities having jurisdiction over the Subcontract Work. The Subcontract Work includes all work specifically set forth in this Subcontract and covered by parts of the Prime Contract applicable thereto, and it further includes everything reasonably necessary, inferable or customary for the proper execution, functioning, connection, and completion of all work referred to by this Subcontract.
- 2.2 Any work performed or obligation undertaken by the Subcontractor in violation of any provision of this Subcontract shall be at the Subcontractor's sole risk, cost, and liability.
- 2.3 The Subcontractor shall not deviate from the plans and specifications without the prior written consent of the authorized representative of the Contractor. The Subcontractor shall call specific attention of the Contractor, Architect, and Owner to any and all intended deviations, including proposed "equal" substitutions, no later than the time specified in the Prime Contract upon delivery of shop drawings, samples or similar submittals, whichever is earliest and, in any case, within a reasonable time before installation. Approval of shop drawings, samples, or similar submittals shall not constitute approval of deviations from the plans and specifications, unless the Subcontractor receives express and specific written approval of any such deviation prior to installation by a written change order executed by authorized representatives of the Owner and the Contractor. The Subcontractor shall bear full responsibility for any adverse effects of its proposed changes, substitutions, or deviations from plans, specifications, and designated products on the work of others, including but not limited to all additional costs and damages for extra work, increased coordination, and/or delays incurred by the Contractor or others to whom the Contractor may be liable as a result of such changes, substitutions, or deviations made by the Subcontractor.
- 2.4 The Subcontractor shall obtain shop drawings and other submittals from other subcontractors and suppliers and provide same to others as necessary to coordinate the Subcontract Work so as to avoid conflict or interference with other subcontractors' work. The Subcontractor shall furnish its shop drawings and submittals to other subcontractors affected by the Subcontract Work.

SECTION 3. SUBCONTRACTOR'S QUALIFICATIONS

3.1 The Subcontractor represents and warrants that the Subcontract Work is within the Subcontractor's expertise and that the Subcontractor is properly licensed, appropriately qualified, and fully capable to perform the Subcontract Work. The Subcontractor represents that it has thoroughly investigated and assumes all risks affecting Subcontract performance, excepting only circumstances within the Contractor's sole control, and regardless of whether such risks existed or were anticipated at the time of signing this Subcontract. The Subcontractor represents that it is relying upon its own expertise and investigations with respect to means, methods, risks,

conditions, and difficulties in performance of the Subcontract Work and not upon any information provided or statements made by Contractor unless expressly set forth in writing in this Subcontract.

- 3.2 The Contractor relies on the Subcontractor's expertise with regard to the Subcontract Work. The Subcontractor is solely responsible for having determined in advance of its price and scope quotation to the Contractor the adequacy of documents pertaining to the scope of Subcontract Work. Subcontractor shall not be entitled to any relief with respect to any deficiencies in such documents except to the extent Contractor is able to obtain relief from the Owner on behalf of the Subcontractor.

SECTION 4. COMPLIANCE WITH SCHEDULES AND JOB PROGRESS

- 4.1 Time is of the essence of this Subcontract. The Contractor will develop, maintain, update, and revise as appropriate a schedule for the entire work of the Project ("Project schedule"), taking into account input from the Subcontractor, the Owner, the Architect, and sub-subcontractors, suppliers, and others involved with the Project. The Subcontractor shall begin and proceed with the Subcontract Work when and as directed by the Contractor according to the Project schedule. The Subcontractor acknowledges the Contractor's right to manage the Project, and the Subcontractor agrees to implement promptly and at no increase in Subcontract price the Contractor's decisions and directives which the Contractor determines in good faith to be in the interests of the Project as a whole as regards the Project schedule, organization, flow, coordination, and sequence of the Project work. All float in any CPM schedule shall belong entirely to the Contractor and shall be available for the Contractor's exclusive use in scheduling the overall Project. As used herein, "Project schedule" means the latest revision, most recent update, and most current version of the Project schedule then in effect.
- 4.2 The Subcontractor shall comply in all respects with the Contractor's schedule(s), as may be revised. The Subcontractor recognizes and agrees that any schedules or scheduling information, whether received before or after the effective date or signing of the Subcontract, are estimates of desired or predicted progress which the Contractor is entitled to change during the course of construction as necessary to facilitate job progress. Subcontractor represents that its price allows for variations or revisions in dates, durations, or other scheduling requirements pertaining to or affecting the Subcontract Work. The Contractor shall have no claim for credit if the Subcontractor's actual as-built schedule is more favorable than planned, and the Subcontractor shall have no monetary claim against the Contractor if the Subcontractor's actual as-built schedule is less favorable than planned.
- 4.3 The Subcontractor shall coordinate and continuously perform the Subcontract Work competently, efficiently, and with all possible skill, efficiency, and promptness so as to facilitate the general progress of the Project. The Subcontractor shall not delay, disrupt, damage, or render more expensive the work of the Contractor or any other subcontractor. The Subcontractor shall provide information and assist the Contractor in developing the Contractor's schedules for the Project and shall cooperate fully in all revisions, updates, and changes to such schedules which could affect the Subcontract Work and/or could affect predecessor or successor activities. If so ordered by the Contractor, the Subcontractor shall prosecute certain portions of the Subcontract Work in preference to other portions and take such additional or other action as the Contractor in good faith deems to be in the best interests of the Project as a whole, all at no increase in Subcontract Price. The Subcontractor shall pay the Contractor for any damages assessed by the Owner against the Contractor and costs otherwise incurred by the Contractor as a result of delays or difficulties caused by or attributable to the Subcontractor.
- 4.4 If the Subcontractor falls behind the Project schedule for the Subcontract Work or if, in the opinion of the Contractor, the Subcontractor is otherwise not maintaining a satisfactory rate of progress so as to complete the Project in the most expeditious, efficient and economical manner as determined by the Contractor, the Contractor may direct the Subcontractor to take such action as the Contractor in good faith deems necessary or appropriate to improve the Subcontractor's rate of progress including, but not limited to, increasing the number of superintendents, foremen, skilled labor, and unskilled labor, increasing the number of crews, increasing the number of shifts, employing more or better equipment, working overtime, expediting delivery of materials, substituting materials, changing sequence of performance, prosecuting parts of the Subcontract Work in preference to other parts, and any other increase or acceleration of effort, all of which shall be performed by the Subcontractor at no cost to the Contractor. In addition to the foregoing, the Contractor shall have the right, but not the obligation and without prejudice to any other right or remedy, to provide any additional labor, materials, equipment, supervision, or other item and to take such further actions as the Contractor in good faith deems necessary or appropriate, which shall be at the Subcontractor's cost and which the Contractor shall be entitled to deduct from any payment, whether then due or thereafter to become due to the Subcontractor.
- 4.5 In the event the Subcontract Work is delayed, disrupted, damaged, or rendered more expensive by the Owner or by Architect or others for whom the Owner may be liable, the Subcontractor, as its sole and exclusive remedy, may upon written request properly made to the Contractor obtain time extensions and an increase in the Subcontract Price but only to the extent of any amounts and time extensions that the Contractor, on behalf of the Subcontractor, actually receives from the Owner for Subcontractor's allocable share of such delays, disruptions, damages, and added expense. If the Subcontract Work is impermissibly delayed or disrupted by the Contractor or

by others for whom the Contractor may be liable, the Subcontractor as its sole and exclusive remedy may upon written request properly made to the Contractor obtain only time extensions, but no monetary damages, for each day of proven, actual, excusable, and non-concurrent delay to the Subcontract Work which, at the time of such delay, was on the Project's critical path. As a condition precedent to any relief, the Subcontractor must give the Contractor written notice of any event alleged to cause delay, disruption, damage, and/or added expense to the Subcontract Work within five (5) days after the Subcontractor first knew or should have known of such event, or within two (2) working days before the Contractor is required to give notice of such event to the Owner (or the Owner's representative), whichever is earliest, providing in such notice all the information the Contractor is required to give the Owner and stating the specific relief sought by the Subcontractor with respect to such event. The Subcontractor's failure to provide written notice to the Contractor as set forth above shall constitute a waiver, bar, and release of any such claim.

SECTION 5. MANNER OF PERFORMANCE

- 5.1** The Subcontract Work shall be performed under the general oversight and direction of the Contractor. Contractor shall assign laydown and work spaces and any other area or resource which may be needed by more than one trade, in a manner which Contractor believes best for the Project as a whole. Subcontractor may not use the Project for storage except as specifically permitted in writing by the Contractor's authorized representative. Subcontractor shall conform to and abide by any additional specifications, drawings and/or explanations furnished by the Contractor to detail and illustrate the work to be done. Only an authorized representative as designated by the Contractor may grant approvals, authorize written changes, receive notices, sign delivery, overtime, or extra work tickets, or make binding commitments on behalf of the Contractor.
- 5.2** The Subcontractor shall deliver shop drawings and other submittals as required and in sufficient time in advance (i) for processing, resubmission as necessary, and obtaining approvals of the shop drawings and submittals and (ii) for ordering, release for manufacture, fabrication, shipment, delivery, assembly, and other required activities, all to be accomplished at least fourteen days before the scheduled installation date. The Subcontractor shall not proceed with any part of the Subcontract Work that requires shop drawings or other submittals without first obtaining approval of same.
- 5.3** Before proceeding with each portion of the Subcontract Work, the Subcontractor shall lay out, field measure, and perform all engineering associated with proper performance of the Subcontract Work, and the Subcontractor shall verify all existing conditions and all grades, lines, dimensions, and conditions of adjacent, joining, penetrating, connecting, or surrounding work done or to be done by others to ensure that the Subcontract Work is in the correct location and fits and functions properly. The Subcontractor shall detect and, prior to commencement of work, report in writing to the Contractor any defect, interference, incompatibility, or nonconformity in the work of others or in the plans and specifications; and if the Subcontractor fails to do so, the Subcontractor shall be solely responsible for and bear all costs of any cutting, patching, rerouting, replacement, correction, or customizing of the Subcontract Work and for taking other action which is necessary or directed by the Contractor to overcome or correct such problems. If the Subcontractor does provide the notice as required with respect to preceding work of others, the Subcontractor's rights shall be preserved as provided in Sections 4 and 18 of this Subcontract.
- 5.4** The Contractor shall decide all questions regarding the scope, performance, quality, acceptability, fitness, and rate of progress of the Subcontract Work and regarding the interpretation and effect of the Subcontract, including specifications, drawings, and other documents incorporated herein by reference.
- 5.5** If a question or dispute arises as to which subcontractor is responsible for any item of work, the Contractor shall determine the responsible subcontractor based upon applicable contract documents and other relevant factors and that subcontractor shall proceed immediately to perform the work at no additional cost to the Contractor. The Contractor shall have no liability for its decision if exercised in good faith. If the Contractor's decision is not acceptable to all parties, any aggrieved subcontractor shall be entitled to resolve the matter through arbitration with other affected subcontractors in accordance with the rules of the American Arbitration Association.

SECTION 6. WARRANTIES AND PROJECT DOCUMENTATION

- 6.1** The Subcontractor guarantees and warrants the Subcontract Work to comply strictly with this Subcontract and with all applicable parts of the Prime Contract. The Subcontractor warrants and guarantees that the Subcontract Work and all materials and equipment furnished in connection therewith are new, of good material and workmanship, free from defects, fit, safe, merchantable, and sufficient for the purposes intended. The Subcontractor further guarantees and warrants that the Subcontractor has good title to all work, materials, equipment, and other property constituting any part of the Subcontract Work and shall deliver and install same free of any lien, security interest, or encumbrance. These warranties and guarantees shall extend for the same period as the Contractor's warranty under the Prime Contract or one year after final payment to the Subcontractor, whichever is longer. In addition to the warranties and guarantees stated herein, Subcontractor also shall comply with all other warranties and guarantees which may be provided for or imposed by the Prime Contract, by the laws governing the Project, by separate agreement, and as may be otherwise applicable to the

Subcontract Work. The Contractor may demand, and the Subcontractor shall give assurance, by means acceptable to the Contractor, that the Subcontractor will satisfy all warranties and guarantees. The lapse of the period for the Subcontractor's guarantees and warranties shall not relieve the Subcontractor from otherwise adhering to all terms and conditions of the Subcontract including but not limited to strict compliance with the Prime Contract.

- 6.2** Any Subcontract Work not conforming to the requirements of this Subcontract, including substitutions not properly authorized, shall be considered defective and shall be promptly replaced or corrected as directed by the Contractor. The Subcontractor shall, within twenty-four hours after written notice from the Contractor, proceed to take down and replace all portions of the Subcontract Work, whether installed or to be installed, which the Contractor shall deem as unsound or improper or which fails to conform in any way to Prime Contract requirements. The Subcontractor shall make good all such disapproved work, equipment, and facilities and restore all other work damaged or destroyed in removing or making good such disapproved items, all at Subcontractor's sole risk and expense. However, Subcontractor shall not remove from the Project site any portions of the Subcontract Work, materials, fixtures, or equipment without Contractor's written permission.
- 6.3** The Subcontractor shall provide all project record documentation, shop drawings, submittals, scheduling information, as-built drawings, operating and maintenance manuals, manufacturer's instructions, labeling and marking of installations, warranties, commissioning requirements, certifications, monitoring or testing results, reports, close-out information, and other documentation of whatever nature pertaining to the Subcontract Work to the same extent that the Owner requires such documentation of the Contractor.

SECTION 7. BONDS

- 7.1** If required by the Contractor prior to or during performance of this Subcontract, the Subcontractor shall furnish to the Contractor, as obligee, a performance bond and a payment bond. Such bonds shall be on the Contractor's payment and performance bond forms, and Subcontractor's surety thereon must be acceptable to the Contractor. The penal sum of each bond must be no less than the amount of this Subcontract, as may be adjusted, covering the Subcontractor's faithful performance of this Subcontract and prompt payment for all labor, material, equipment, services and any other items furnished to or used by the Subcontractor with respect to the Project. The Subcontractor's failure to deliver bonds acceptable to the Contractor within ten (10) days after demand shall be a material breach of this Subcontract which, at Contractor's option, may be cured by the Subcontractor's furnishing additional security satisfactory to the Contractor.
- 7.2** If the Contractor requires the Subcontractor to furnish performance and payment bonds after execution of this Subcontract, Contractor shall pay only the direct cost of such bond premium as invoiced by the surety to the Subcontractor without markup or other cost factor.
- 7.3** The surety for the Subcontractor's performance bond shall be equally bound by and responsible for every obligation of the Subcontractor under the Subcontract and under the Prime Contract, which is incorporated herein by reference, including but not limited to warranty and other performance requirements extending beyond substantial completion, as if all terms and conditions of this Subcontract were set forth in the performance bond, such that Subcontractor's surety is liable on its bond for any claim which may be asserted against the Subcontractor. The protection and coverage of the Subcontractor's bonds shall extend at least to the same claimants, types of claims, and claim periods as to which the Contractor may be liable with respect to the Subcontract Work, so that no claim can be made against the Contractor or against the Contractor's bond with respect to the Subcontractor or performance of the Subcontract Work which is also not recoverable by the Contractor against the Subcontractor's bond.
- 7.4** The Subcontractor's surety waives notice of and the right of consent to change orders or amendments to this Subcontract, and the penal sum of Subcontractor's payment and performance bond shall equal the original Subcontract Price or the Subcontract Price as may hereafter be increased, whichever is greater. Subcontractor shall include in its change order pricing all costs associated with the change, including but not limited to any change in bond costs.

SECTION 8. PAYMENT TO SUBCONTRACTOR

- 8.1** In exchange for the Subcontractor's full, timely and proper performance of the Subcontract Work in strict accordance with the terms and conditions of this Subcontract, the Contractor agrees to pay the Subcontractor the Subcontract Price stated on the first (signature) page of this Subcontract, less retainage, subject to any increase or decrease as provided in this Subcontract or that may be mutually agreed upon in writing and further subject to these Standard Terms and Conditions, specifically including but not limited to the conditioned payment provisions of Section 8 below and all other requirements set forth in or incorporated by reference into this Subcontract.
- 8.2** Reduction in retainage is subject to the following conditions precedent: (a) the Owner has reduced the Contractor's retainage; (b) the Subcontract Work is at least fifty percent (50%) complete, on schedule, and

satisfactory in the Contractor's opinion; (c) the Subcontract is bonded or the Subcontractor has provided other security satisfactory to the Contractor; (d) the Subcontractor's surety has given written consent to retainage reduction; (e) the Subcontractor has paid all bills and discharged all obligations as of the date retainage reduction is requested; and (f) there are no unsettled liens, notices, claims, or other issues for which Subcontractor may be liable with respect to the Subcontract Work. In no event will the Subcontractor's retainage ever be less than the retainage being withheld from the Contractor by the Owner.

- 83** Except as otherwise directed by Contractor, Subcontract shall, on the dates and with such information as required by this Subcontract, present to the Contractor an application for payment with an approved schedule of values and set forth on a form, in a manner, and with such content, detail, and other information as may be requested by Contractor and subject to Contractor's approval. Subcontractor's application must include an accurate and itemized statement of the Subcontract Work properly performed by the Subcontractor during the period for which payment is being requested. The Subcontractor shall not be entitled to any payment until it has submitted an application for payment in a form and manner approved by the Contractor, together with all other required documentation including, without limitation, conditional and unconditional lien waivers and releases that matches the amounts requested by Subcontractor, in which event, the Subcontractor shall be eligible for payment of amounts which accurately reflect the fair value of Subcontract Work properly performed. Subcontractor's failure to submit its application for payment, in the form and matter required, together with all other required documentation, on the dates set forth herein, shall result in Subcontractor's application for payment being submitted in the next application for payment by Contractor to Owner, which will result in at least a 30-day delay in payment by Contractor to Subcontractor.
- 84** The Subcontractor shall maintain complete, detailed, and contemporaneous financial records, books, original source documents, contracts, and other related information and data which pertain to or which in Contractor's opinion may be relevant for evaluation of any application for payment, request for compensation, or claim of any nature related to the Subcontract (the foregoing being referred to herein as "Subcontractor's financial records"). The Contractor, Owner, and their respective accountants shall have reasonable access to and shall be permitted to audit and copy Subcontractor's financial records. Subcontractor shall maintain Subcontractor's financial records for a minimum of three years or for such longer period allowed by law that an action may be brought with respect to the Subcontract or for which an action related to the Subcontract is still pending. Subcontractor shall not be entitled to payment of any costs or damages which cannot be fully substantiated by Subcontractor's financial records.
- 85** Notwithstanding anything to the contrary in this Subcontract, in the Prime Contract, or in any bond or other document, the Owner's approval of the Subcontract Work for which payment is requested and the Contractor's actual receipt of payment from the Owner for such Subcontract Work both shall be absolute conditions precedent to any right of the Subcontractor to receive any form of payment whatsoever from the Contractor and both shall be absolute conditions precedent to any obligation of the Contractor to pay any amount to the Subcontractor. Both progress payments and final payment to the Subcontractor shall be made only out of funds actually received by the Contractor from the Owner for progress payments or for final payment of the Prime Contract and only to the extent said progress payments or final payment reflect Subcontract Work which has been satisfactorily performed in a timely manner by Subcontractor in strict accordance with this Subcontract and which has been approved and paid by Owner.
- 86** Subject to the above provisions and all other terms and conditions of this Subcontract, the Contractor agrees to pay the Subcontractor's application for payment within seven (7) working days after the Contractor's actual receipt of funds from the Owner in payment of the Contractor's payment application in which the Subcontractors application is incorporated and paid. If the amount paid by the Owner with respect to the Subcontract Work is less than the amount billed by the Subcontractor, the Contractor shall be obligated to pay the Subcontractor only the amount actually paid by the Owner and received by the Contractor for the Subcontract Work.
- 87** Final payment and release of retainage shall be made at the completion of the Subcontract Work and all obligations covered by this Subcontract, but only if the following four conditions precedent have been satisfied: (1) the Contractor, Architect, and Owner have issued written acceptance of the Subcontract Work; (2) Subcontractor has provided all documentation specified by the Prime Contract, by this Subcontract, and as otherwise required by the Contractor; (3) if the Subcontract Work is bonded, the Subcontractor has furnished a written consent of surety to release of retainage and making final payment; and (4) the Owner has made final payment and has released retainage to the Contractor. Subcontractor acknowledges and agrees that Contractor shall have no obligation to release retainage to Subcontractor until Contractor has received such retainage from Owner.
- 88** Acceptance of final payment by the Subcontractor constitutes a general release of the Contractor and the Contractor's surety from all claims and liability of whatever nature. No payment, including final payment, shall be construed as acceptance of defective or incomplete work, and the Subcontractor shall remain responsible and liable for performance in strict compliance with this Subcontract.

89 Subcontractor agrees that on any claim made on a bond furnished by the Contractor, both the Contractor and Contractor's surety are entitled to the benefit of any defense or condition on payment made by this Subcontract, including but not limited to the condition precedent (pay-if-paid) provisions hereof, such that Subcontractor recover on the Contractor's bond (either from the Contractor or from Contractor's surety) only those amounts which are due and payable under this Subcontract and which Contractor is obligated to pay Subcontractor pursuant to the terms hereof.

SECTION 9. SUBCONTRACTOR'S PAYMENT OF BILLS AND OBLIGATIONS

- 9.1** The Subcontractor shall promptly pay for all materials purchased, labor employed, independent contractors engaged, equipment rented, expenses incurred, and obligations of whatever nature undertaken in connection with the Subcontract Work. At Contractor's request, Subcontractor shall furnish Contractor with duly executed affidavits and other documentation as required, with form and content satisfactory to the Contractor, showing that all Subcontractor's obligations with respect to this Project have been fully satisfied.
- 9.2** The Subcontractor warrants that it has sufficient funds and credit to pay currently all bills incurred in the performance of the Subcontract Work without requiring assignments, advances, joint checks, or encumbrances on earnings under this Subcontract. Before submitting any application for payment, the Subcontractor shall have paid or otherwise discharged all material, labor, equipment, and other bills and obligations that relate to this Subcontract, through the period covered by previous payments received from the Contractor, and the Subcontractor shall furnish, at Contractor's request, affidavits, lien releases, and other such evidence as Contractor may require to verify compliance with this requirement. As a condition precedent to final payment to the Subcontractor, and in addition to the conditions precedent to final payment to the Subcontractor set forth in Section 8 above, the Subcontractor shall furnish Contractor an affidavit of payment of all bills and obligations, a release of liens or other encumbrances respecting the Project, and a general release of claims, together with such affidavits and other documents as may be required by the Contractor with the understanding that such releases shall be effective as to owed but unpaid contract balances and retainage upon receipt of payment for same.
- 9.3** In the event a lien, notice or claim of lien, stop payment notice, bond claim, or suit is filed or demand is made by any person or entity asserting a claim with respect to Subcontractor's nonpayment or with respect to the Subcontract Work, the Subcontractor will, at its own expense, including attorneys' fees, resolve such claim, defend any such suit, pay any judgment, and otherwise fully indemnify the Contractor from all liability and cost including attorneys' fees, pertaining to such claim. The Subcontractor shall also pay all of the expense, cost, fees, and attorneys' fees incurred by the Contractor and by the Contractor's surety in the investigation and defense of any claim, demand, or action by any party alleging the Subcontractor's nonpayment or the Subcontractor's failure to perform obligations under this Subcontract.

SECTION 10. USE OF FUNDS TO DISCHARGE OBLIGATIONS

- 10.1** If Contractor receives a notice, obtains information, or has a good faith reason to believe that the Subcontractor has not fully satisfied its payment and other obligations related to this Subcontract, Contractor in addition to other remedies may withhold payment from Subcontractor in amounts sufficient in Contractor's opinion to cover such unpaid bills and unperformed obligations of Subcontractor on this or any other Project.
- 10.2** The Subcontractor hereby agrees that the Contractor also has the right to use funds otherwise due the Subcontractor to pay any bills or past due obligations of the Subcontractor arising on this or any other Project, including backcharges owed to the Contractor. Any such payments made by the Contractor, whether by joint check, direct payment, offset or otherwise, shall apply as a payment of earned proceeds (exclusive of retainage) on this Subcontract. The Contractor shall further have the option, but not the obligation, to use funds otherwise earned by the Subcontractor to pay the Subcontractor's past due bills and to discharge Subcontractor's obligations, including backcharges owed to the Contractor.

SECTION 11. PERFORMANCE FAILURES

- 11.1** The Subcontractor shall be in default of his Subcontract if, at any time, the Subcontractor shall fail, refuse, or neglect to do any one of the following: (a) perform the Subcontract Work in strict compliance with the terms of this Subcontract including applicable provisions of the Prime Contract Incorporated herein by reference; (b) deliver adequate, complete, and accurate shop drawings and other submittals fully compliant with applicable plans, specifications, and other requirements of the Prime Contract and this Subcontract and obtain approvals of such shop drawings and submittals before commencement of those portions of the Subcontract Work to which they relate in a timely manner so as not to delay the commencement and progress of the Subcontract Work or other work affected by the Subcontract Work; (c) commence and continually prosecute the Subcontract Work in a timely and proper manner and with such effort, speed, and diligence as to maintain Project schedules, to include the current revision of milestone dates, interim completion dates, activity durations, and final completion dates, and to facilitate the orderly progress of the Project as a whole; (d) perform the Subcontract Work so as not to interfere with, disrupt, or delay the work of the Contractor, subcontractors, or others; (e) perform the Subcontract Work in a

skillful, cooperative, safe, careful, and quality manner; (f) immediately replace all defective or unapproved Subcontract Work; (g) promptly pay all bills and discharge all financial obligations with respect to the Subcontract Work or this Subcontract; (h) comply with written directives of the Contractor (as to which rights may be reserved by both parties); (i) furnish and maintain at the Project sufficient and proper workforce, supervision, material, equipment, quality control, services, insurance, resources, assets, and management to satisfy all of Subcontractor's performance obligations with respect to the Subcontract Work or to this Subcontract; (j) proceed with performance despite the existence of a claim, dispute, or matter in controversy or question; or (k) perform any term or condition of this Subcontract, all of which are material. The parties agree that the Subcontractor's default of any one of the foregoing shall constitute a material breach of this Subcontract entitling the Contractor to terminate this Subcontract or to take such other action as permitted by this Subcontract.

- 11.2** Upon any one of the foregoing circumstances of default, the Contractor may, at its option, and without prejudice to any other right or remedy, after notice to Subcontractor, do one or more of the following: (1) supplement the Subcontractor with supervision, labor, material, and equipment whether provided by the Contractor or by others or by both; or (2) terminate this Subcontract in whole or in part and complete the Subcontract with the Contractor's own forces or with others or with both; or (3) issue a deductive change to eliminate portions of the Subcontract Work; or (4) use all funds due the Subcontractor to pay Subcontractor's bills and discharge Subcontractor's obligations; or (5) take any other action which the Contractor in good faith deems reasonable under the circumstances. The Contractor shall be entitled to exercise its discretion as to the means and methods for fulfilling Subcontractor's obligations and for prosecution and completion of the Subcontract Work as the Contractor in good faith deems appropriate and in the interests of the Project as a whole. In the event of any failure, inadequacy, or default of performance by the Subcontractor, the Subcontractor shall be liable to the Contractor for all expenditures, damages, losses, expenses, attorneys' fees, and costs of whatever nature, incurred by the Contractor in supplementing the Subcontractor, in completing the Subcontract Work, in remedying deficiencies in the Subcontract Work, or otherwise as a result of Subcontractor's performance delays, failures, inadequacies, or defaults.
- 11.3** Upon termination of this Subcontract, in whole or in part, the Contractor may, at its option and without prejudice to or waiver of any other right or remedy, take possession of materials, tools, equipment, facilities, and other property belonging to Subcontractor at the Project site and assume complete control of the Subcontract Work. In case of partial or total termination of this Subcontract, the Contractor may use all unpaid Subcontract balances toward completion of the terminated portions of the Subcontract Work and Subcontractor shall not be entitled to receive any further payment from the Contractor on this Project or any other project until the entire Subcontract Work has been completed and accepted by the Contractor, Architect and Owner, all obligations of the Subcontractor have been satisfied, and as a condition precedent, final payment for the Subcontractor's performance has been made by the Owner and actually received by the Contractor. If the charges, losses, expenses, attorneys' fees and damages sustained by the Contractor in completing the Subcontract Work or otherwise attributable to Subcontractor's performance delays or failures exceed the unpaid portion of the Subcontract Price, the Subcontractor shall pay the difference to Contractor within five days after demand for same by Contractor.
- 11.4** If the Subcontractor institutes or has instituted against it a case under the United States Bankruptcy Code, such event is presumed to impair or frustrate the Subcontractor's ability to perform its obligations under the Subcontract. Within ten days after Contractor's request, the Subcontractor (or its trustee, successor, or other party acting for the Subcontractor) shall deliver to Contractor adequate assurance of Subcontractor's ability to perform all material obligations under the Subcontract. Additionally, the Subcontractor shall file, at the earliest time permitted by law, an appropriate action for assumption or rejection of the Subcontract and the Subcontractor shall diligently pursue such action. If the Subcontractor fails to comply strictly with the foregoing obligations, the Contractor shall be entitled and is hereby authorized to request the Bankruptcy Court to reject the Subcontract, to declare the Subcontract terminated, and to permit the Contractor to pursue any other recourse or remedies available. The rights and remedies under this Section are not intended and shall not be construed to limit any other rights and remedies of the Contractor under this Subcontract or as otherwise afforded by law, including the Contractor's entitlement to seek relief from any automatic stays under the Bankruptcy Code and from any order of a court of competent jurisdiction. In particular, the Contractor shall be entitled to assert all rights and remedies against any bond or policy of insurance furnished by the Subcontractor, notwithstanding any case instituted by or against the Subcontractor under the Bankruptcy Code.
- 11.5** Notwithstanding anything to the contrary in this Subcontract and in addition to the Contractor's right to terminate this Subcontract for default, the Contractor may terminate all or any part of this Subcontract, regardless of fault or the lack thereof by any party. Upon such no-fault termination, the Subcontractor shall be entitled to payment for Subcontract Work satisfactorily performed and accepted by the Owner, Architect and Contractor ("such work") in the amount of the lesser of: (1) payment actually received by Contractor from the Owner for such work, (2) the reasonable value of such work, or (3) the reasonable, actual, and proven direct costs for such work plus a combined single allowance, not to exceed ten percent (10%) of such direct costs, for all markup, to include overhead (both job site general conditions and home office) and profit, damages and other remuneration of any type in addition to such direct costs but reduced by any amounts paid by Contractor to Subcontractor or on

Subcontractor's behalf with respect to the Subcontract Work and further reduced by costs or damages incurred by Contractor with respect to the Subcontract Work or amounts owed to Contractor under the terms of this Subcontract. The Subcontractor shall not be entitled to any payment, compensation, or damages, including but not limited to lost profits or other theory of recovery, with respect to Subcontract Work not performed or not accepted, and in no event shall the Subcontractor be entitled to payments which exceed the balance at termination of the unpaid Subcontract Price, adjusted by the Contractor's backcharges, offsets, and damages. If the Contractor terminates the Subcontract for default or breach but it is determined, for any reason, that sufficient grounds did not exist for terminating the Subcontract, the Subcontractor, as its sole and exclusive remedy, shall be entitled only to the amount due under the Subcontract as if the termination were for no fault as provided in this paragraph.

- 11.6** Regardless of whether termination of the Subcontract is for default or no-default, the Subcontractor shall not be entitled to any payment in excess of the reasonable value or actual cost of work actually performed by the Subcontractor in strict accordance with the Subcontract, less offsets and other amounts due the Contractor under this Subcontract, and the Subcontractor shall not be entitled to special, consequential, exemplary, or punitive damages nor to anticipated profit or other compensation for unperformed or unaccepted work because of the Contractor's termination of this Subcontract, the Contractor's alleged breach or default under this Subcontract, or any other act or omission of the Contractor.

SECTION 12. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

- 12.1** The Subcontractor shall comply with all laws, ordinances, building codes, regulations, interpretations and directions of code officials, and safety requirements of whatever nature which apply to the Project, to this Subcontract, or to Subcontractor's operations.
- 12.2** The Subcontractor shall employ labor, make purchases, enter contracts, and transact business without discrimination as to race, color, sex, creed, religion, national origin, age, or any other protected classifications of persons or entities and also without discrimination as to whether employees of Contractor, other subcontractors, material suppliers, or other entities involved in the Project are members or are not members of any labor union or other labor organization.
- 12.3** Subcontractor is at all times and in all respects an independent contractor. No personnel employed by Subcontractor shall be deemed under any circumstances to be agents, representatives or employees of Contractor. The Subcontractor shall have no authority to bind the Contractor by any representation, promise, or statement of any kind without first obtaining the Contractor's specific written consent and authorization. The Subcontractor shall not interfere with the Contractor's relationship with the Owner or with other subcontractors. The Subcontractor shall not deal directly with either the Owner or the Architect without prior written authorization in each instance from the Contractor. The Subcontractor agrees not to enter into any other contract relating to this Project without the Contractor's prior written consent.
- 12.4** The Subcontractor has exclusive liability for all contributions, taxes, deposits, and payments required of employers by federal, state, or local governments, with respect to wages, salaries, remuneration, or benefits paid or owed by the Subcontractor to any of Subcontractor's employees or others who perform work or render services for Subcontractor in connection with this Subcontract. The Subcontractor has exclusive liability for all income, gross receipts, sales, use, or other taxes arising on account of or related to the Subcontract or materials, equipment, labor, or performance of the Subcontract Work.
- 12.5** Unless expressly excluded in Exhibit "C", the Subcontractor shall secure and pay for all permits, licenses, tap fees, impact fees, other fees, certifications, and charges or requirements of whatever kind or nature pertaining to this Subcontract or as necessary for obtaining authorization to perform the Subcontract Work.
- 12.6** The Subcontractor agrees to follow all the Contractor's rules, policies, and procedures pertaining to health, safety, prevention and testing of substance abuse, and general conduct in the workplace. The Subcontractor's personnel and all of Subcontractor's areas of operating and occupancy, whether at the Project site or elsewhere, shall be drug free. The Subcontractor shall maintain an effective program for the prevention of substance abuse which, at a minimum, (i) complies in all respects with Contractor's drug and alcohol testing and abuse prevention policies and procedures, as may be amended at the Contractor's sole discretion, and which (ii) further complies with any additional or more stringent requirements of local, state, or federal authorities having jurisdiction over the Project or Subcontractor's operations.
- 12.7** Compliance with Applicable Legal Standards - Without in any way limiting its obligation to adhere to all laws applicable to the Subcontract Work, the Subcontractor expressly warrants that all Subcontract Work performed, goods furnished, and services rendered hereunder will be in compliance with all requirements of the Fair Labor Standards Act of 1938, as amended, and Subcontractor will so state on each invoice covering the same. Also, in respect to all performance hereunder, Subcontractor warrants that it is and will be in compliance with all applicable provisions of federal, state and local laws and rules, regulations and standards promulgated

thereunder, including without limitation, the following as amended from time to time and all of which being incorporated herein by reference in their entirety: (a) Executive Order 11246, including the equal opportunity clause set forth therein;(b) Section 503 of the Rehabilitation Act of 1973, including the equal opportunity clause contained therein; and (c) The Vietnam Era Veterans Readjustment Assistant Act of 1974, including the equal opportunity clause contained therein.

- 12.8** The Subcontractor shall not employ any illegal immigrant or other person not properly authorized or legally entitled either to be present at the place of the Project or to work in any capacity affecting the Project. The Subcontractor represents that, as regards all those employed by or for whom the Subcontractor Is legally responsible, all requirements for verification of legal status through the federal governments E-Verify System or otherwise have been and will continue to be strictly followed for the duration of Subcontractor's performance of or obligations under this Subcontract. The Subcontractor acknowledges that the Contractor will rely upon Subcontractor's representations, and the Subcontractor shall indemnify and defend Contractor from any and all liability, cost, and expense attributable to Subcontractor's failure to discharge the obligations set forth herein.

SECTION 13. INSURANCE

- 13.1** The Subcontractor shall obtain, before commencement of the Subcontract Work, and maintain until final acceptance of the Prime Contract, full insurance coverage including, as a minimum, Workers' Compensation Insurance, Commercial General Liability ("CGL"), Commercial Umbrella, Automobile Liability, Employer's Liability, and other types of insurance of at least the same policy limits which are specified in Exhibit "E". In addition to the minimum insurance specified in Exhibit "E", the Subcontractor is hereby made responsible for determining the types and extent of such additional insurance as may be necessary to give adequate and complete protection to the Subcontractor, the Contractor, and the Owner from claims for property damage and from claims for bodily injury, including death, which may arise from or be connected with this Subcontract or the Subcontract Work, whether such claims relate to acts of omissions of Subcontractor, of any of its subcontractors or suppliers, or of anyone for whose acts or omissions any of the foregoing may be liable. All such insurance specified in Exhibit "E" and such additional obtained by the Subcontractor is referred to as "Subcontractor's Insurance". All Subcontractor's Insurance shall be on an occurrence-based policy or policies, unless specifically provided to the contrary in Exhibit "E".
- 13.2** All Subcontractor's Insurance shall name the Contractor, Owner, and others designated by the Contractor as Additional Insureds using ISO Additional Insured Endorsements identified in Exhibit "E". Subcontractor's Insurance for Additional Insureds shall be as broad as and shall apply to the same extent as coverage for the named Insured Subcontractor, but Contractor shall not be liable for any premiums nor be subject to premium terms or restrictions.
- 13.3** Subcontractor's Insurance shall be primary and without right of defense, contribution or payment from Contractor, from Contractor's insurance or from any other insurance and self-insurance which is maintained by, available for, or provided to the Contractor or other Additional Insured or which otherwise might extend coverage to the Contractor or other Additional Insured. Subcontractor's Insurance shall contain a standard cross-liability endorsement, severability of interests clause, contractual insurance coverage, and a waiver of all rights of subrogation against the Contractor, Owner, Contractor's surety, Contractor's insurers, and others through whom claims may be asserted against the Contractor.
- 13.4** Subcontractor's Insurance may not have a deductible on any policy nor on any coverage thereunder in excess of \$25,000 without the Contractor's prior written approval. Any general aggregate limit of Subcontractor's Insurance shall apply separately to this Project.
- 13.5** Subcontractor's Insurance shall provide continuing coverage for liability arising from products-completed operations and liability assumed under an insured contract for a period equal to the longest statute of limitation for which claims may be made against the Contractor for acts or omissions of the Subcontractor or otherwise with respect to the Subcontract Work. Said continuing Subcontractor's Insurance shall have the same limits as the CGL policies required of Subcontractor under paragraph 13.1 with the exceptions that the products-completed operations aggregate shall be at least two times the CGL policy limit for each occurrence.
- 13.6** To the extent any loss, cost, expense, damage, or claim is covered and/or paid by Subcontractor's Insurance or any other insurance, the Subcontractor waives all rights, claims, and causes of action against the Contractor, against entities for whose acts or omissions the Contractor may be liable, against entities to whom the Contractor may be liable, and against the Contractor's sureties, insurers, and others through whom claims may otherwise be asserted against the Contractor. Subcontractor's waiver and release shall preclude claims of insurers or others by right of subrogation because of payments made to or on behalf of the Subcontractor, even if Contractor does not procure the insurance, Contractor paid no premiums, Contractor has no insurable interest, and there is no waiver of subrogation provision in the policy from which insurance payments are made. Subcontractor's waiver and release applies to any loss covered by insurance without restriction to type, cause, time, or location of occurrence or loss.

- 13.7** Prior to execution of this Subcontract, the Subcontractor shall deliver Certificates of Insurance to the Contractor, certifying the types, amounts, limitations, and exclusions of coverage of Subcontractor's Insurance. Subcontractor's Insurance will be in force before Subcontractor starts work and continually thereafter until final completion of all of Subcontractor's activities and termination of Subcontractor's liability with respect to the Project, and Subcontractor's Insurance shall apply to all activities and liability of the Subcontractor pursuant to this Subcontract. No policy of Subcontractor's Insurance may be cancelled nor coverage reduced, and the Subcontractor shall obtain an endorsement to its policies and furnish certificates prohibiting the insurer's cancellation, coverage reduction, or material alteration of Subcontractor's Insurance for a period of no less than thirty (30) days after the Contractor has acknowledged receipt of written notice of the insurer's intention to cancel or reduce the coverage.
- 13.8** The insurance and indemnity obligations of this Subcontract are nondelegable. The Subcontractor shall not sublet nor subcontract any part of this Subcontract without retaining absolute responsibility for requiring similar insurance from its subcontractors and suppliers. The Subcontractor's failure to maintain complete insurance shall be a material breach authorizing the Contractor, at the Contractor's sole election, either to terminate this Subcontract for default or to provide full insurance coverage at the Subcontractor's sole expense; however, in neither case shall the Subcontractor's liability be lessened.
- 13.9** With respect to builder's risk or any other type of insurance carried by the Contractor, the Owner, or other party which may inure to the benefit of the Subcontractor, the Subcontractor shall accept full responsibility for all deductibles and for any inapplicability, inadequacy, lapse, or absence of coverage, and the Subcontractor shall have no claim or other recourse against the Contractor or against any other party for any costs or losses within insurance deductibles or otherwise uninsured because of coverage limitations, exclusions, or unavailability.
- 13.10** The Subcontractor shall be responsible for fulfilling all insurance requirements of this Subcontract, including but not limited to payment of all premiums, renewals, and endorsements; however, Subcontractor's obligations to the Contractor shall not be limited to the purchase of insurance. The insurance protection and coverage provided hereunder by the Subcontractor for the Contractor's benefit shall not be restricted to the Subcontractor's indemnity obligations but are intended to extend to all claims, liability, or loss of whatever nature arising from or relating to the Subcontractor, to the Subcontract Work, or to Subcontract obligations, regardless of the alleged liability or fault of any party indemnified under this Subcontract. Furthermore, the Subcontractor shall indemnify and hold harmless the Contractor, as described elsewhere in this Subcontract to the fullest extent allowed by law, irrespective of insurance.
- 13.11** Before commencing any part of the Subcontract Work, the Subcontractor shall provide valid certificates of insurance and such other information as the Contractor may request verifying that Subcontractor's Insurance meets all requirements of this Subcontract, including this Section and Exhibit "E". At a minimum, the Subcontractor must attach to its certificate(s) of insurance a copy of the Additional Insured Endorsement and any language in the certificate to the effect that the insurer "will endeavor" to notify Contractor of cancellation, non-renewal, lapse, or change in coverage shall be replaced with a mandatory "must notify" requirement.

SECTION 14. INDEMNITY

- 14.1 INDEMNITY – OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, SUBCONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS OWNER AND CONTRACTOR, AND ITS AFFILIATED ENTITIES, INCLUDING ANY PARENT COMPANY AND SUBSIDIARIES, AND THEIR OFFICERS, PARTNERS, SHAREHOLDERS, MEMBERS, CONSULTANTS, AGENTS, EMPLOYEES, SUCCESSORS, AND ASSIGNS (THE "INDEMNIFIED PARTIES" OR "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT, TO THE EXTENT CAUSED BY THE NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF THE SUBCONTRACTOR, SUB-SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE. SUBCONTRACTOR SHALL NOT BE REQUIRED TO INDEMNIFY, HOLD HARMLESS OR DEFEND THE INDEMNIFIED PARTIES AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, OR THE BREACH OR VIOLATION OF AN APPLICABLE LAW, STATUTE, ORDINANCE, CODE, RULE AND REGULATION, OR LAWFUL ORDER OF ANY PUBLIC AUTHORITY BY AN INDEMNITEE, OR OTHER PARTY OTHER THAN SUBCONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUB-SUBCONTRACTOR OF ANY TIER.**
- 14.2 INDEMNITY – EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, SUBCONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE INDEMNIFIED PARTIES AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF AN INDEMNIFIED PARTY'S SOLE OR GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, INCLUDING THE DEATH, OF ANY EMPLOYEE OF THE SUBCONTRACTOR, OR ANY SUB-SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS**

THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK OF THIS AGREEMENT. SUBCONTRACTOR HEREBY INDEMNIFIES THE INDEMNIFIED PARTIES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE COMPARATIVE OR CONCURRENT NEGLIGENCE OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

- 14.3 IT IS AGREED THAT WITH RESPECT TO ANY LEGAL LIMITATIONS NOW OR HEREAFTER IN EFFECT AND AFFECTING THE VALIDITY AND ENFORCEABILITY OF THE INDEMNIFICATION OBLIGATION UNDER THIS SECTION, SUCH LEGAL LIMITATIONS ARE MADE A PART OF THE INDEMNIFICATION OBLIGATION TO THE MINIMUM EXTENT NECESSARY TO BRING THIS SECTION INTO CONFORMITY WITH THE REQUIREMENTS OF SUCH LIMITATIONS, AND AS SO MODIFIED, THE INDEMNIFICATION OBLIGATION SHALL CONTINUE IN FULL FORCE AND EFFECT.

SECTION 15. ASSIGNMENTS

- 15.1 The Subcontractor shall not subcontract nor assign any part of this Subcontract without first obtaining the written consent and approval of the Contractor.
- 15.2 Assignments of Subcontract proceeds are permissible but only if written notice of same is received and acknowledged in writing by a corporate officer of the Contractor at least thirty (30) days before the assigned proceeds are due and payable to the Subcontractor. The Subcontractor and the Subcontractor's assignee shall ensure that the assignment of Subcontract proceeds does not adversely affect the performance of this Subcontract, including the full and timely payment of all bills and obligations owed by the Subcontractor. To the extent Subcontract proceeds paid to the Subcontractor's assignee exceed funds made available by the assignee that are actually used to pay for Subcontract Work and materials, the Subcontractor and the Subcontractor's assignee hereby agree to indemnify, defend, save harmless, and exonerate the Contractor from any loss, liability, or expense (including attorneys' fees) which the Contractor incurs or which is claimed against either the Contractor or the Contractor's surety as a result of the Subcontractor's failure to perform work in accordance with the Subcontract or as a result of the Subcontractor's failure to pay its bills and discharge its obligations relating to this Subcontract. Any assignments of Subcontract proceeds and any payments made pursuant to assignments shall be subject to and conditioned upon the Subcontractor's compliance with all terms and conditions of this Subcontract, and any such assignments are expressly restricted, as a condition precedent, to the amount actually collected by the Contractor from the Owner for work performed by the Subcontractor and accepted by the Owner, less retainage, backcharges, or other offsets which are chargeable by the Contractor against the Subcontractor, whether on this Project or otherwise. Acknowledgment, acceptance, or approval of an assignment by the Contractor does not constitute any representation or agreement by the Contractor that the Subcontractor is owed the amount assigned or any specific amount whatsoever.

SECTION 16. SUPERVISION, CONDUCT, AND COMMUNICATIONS

- 16.1 The Subcontractor shall have at least one English-speaking competent superintendent or lead person at the Project at all times Subcontractor Work is being performed or is scheduled to be performed. The Subcontractor's superintendent/lead person may perform physical labor so long as such activities do not interfere with the primary responsibility of such superintendent/lead person to be available at all times for communication and coordination with the Contractor and for overseeing the proper performance by the Subcontractor in compliance with the Contractor's directives. The Subcontractor's superintendent/lead person shall attend all job site meetings, including Owner-Contractor meetings, safety meetings, scheduling meetings, and any other scheduled or impromptu meetings at which Subcontractor's participation is requested by the Contractor. Said superintendent/lead person shall have absolute authority, in all respects, to act for and on behalf of the Subcontractor and to bind the Subcontractor. The Subcontractor shall establish procedures and maintain systems so the Contractor can contact the superintendent/lead person on a 24-hour basis for emergencies and/or situations requiring the Subcontractor's immediate decision or action, and the Subcontractor shall provide the Contractor with emergency contact information for all of Subcontractor's key personnel, including sub-subcontractors. The Subcontractor shall replace said superintendent/lead person or any other employee, without additional charge, if so demanded by the Contractor.
- 16.2 The Subcontractor shall maintain good order, strict discipline, and responsible conduct among its employees and among employees of entities hired by the Subcontractor. The Subcontractor shall do, without additional charge, whatever is necessary in the performance of this Subcontract or as the Contractor otherwise directs to assure harmonious labor relations at the Project and to prevent strikes or other labor disputes. The Subcontractor shall remove from the Project site any employee whose conduct is objectionable to the Contractor or whose performance is unsatisfactory in the judgment of the Contractor, but the Subcontractor shall not remove from the Project any employee whom the Contractor considers essential for the Subcontractor's timely and proper

performance of the Subcontract Work. The Subcontractor agrees that in the event of a work stoppage or other disruption caused in whole or in part by a labor dispute involving the Subcontractor or the Subcontractor's employees, the Contractor shall have the right to terminate this Subcontract. .

- 16.3** The Subcontract Work and Subcontractor's performance shall be subject to the direction of the Contractor and subject to the satisfaction and approval of the Contractor, Owner, Architect, and any authorities having jurisdiction over the Project or the Subcontract Work. However, the Subcontractor shall be continuously and solely responsible for its own quality control. No action or inaction of the Contractor or others shall excuse or relieve the Subcontractor from its obligation for timely, diligent, continuous, and professional implementation of adequate and effective quality control measures or from the Subcontractor's complete liability for defective or non-conforming Subcontract Work.
- 16.4** No firearms, weapons, explosives, or illegal, dangerous or hazardous things or substances may be brought to or near the Project site, except for those items necessary for the proper performance of the Subcontract Work and then only upon advance written notice to and written consent by an authorized representative of the Contractor. The Subcontractor shall comply with Contractor's Hazardous Communication Policy. Subcontractor shall furnish Material Safety Data Sheets ("MSDS") to the Contractor for all products which the Subcontractor intends to use on the Project, and all products not accompanied by MSDS shall be removed from the Project until information judged sufficient by the Contractor has been provided.
- 16.5** The Subcontractor agrees that the Contractor may rely upon and that the Subcontractor will be bound by electronic transmissions or communications sent to or received from (i) Subcontractor's personnel, (ii) Subcontractor's offices, facilities, or communication devices, or (iii) electronic addresses, numbers, or other designations previously used by or identified with the Subcontractor.

SECTION 17. CLEANUP

- 17.1** The Subcontractor shall keep its areas of operation on the Project in a neat and clean condition on a daily basis. The Subcontractor shall perform whatever cleanup of its trash and debris that is directed by the Contractor at no additional cost to the Contractor. Should the Subcontractor fail to do so promptly upon 24-hour notice, the Contractor may, at its option, perform such cleanup at the Subcontractor's expense. Upon completion of various portions of the Subcontract Work, the Subcontractor shall broom clean its work areas and do whatever else is necessary to put its work in proper condition either for application or performance of follow-on work or for acceptance of the Subcontract Work.
- 17.2** The Subcontractor shall also do its part to keep the entire Project in a neat and clean condition. At least once each week, the Subcontractor shall provide its pro rata share of personnel and contribute its pro rata share of cost for a composite cleaning crew to accomplish a general and thorough cleaning of the premises of the Project and the removal of accumulated trash, dirt, and debris.

SECTION 18. CHANGES

- 18.1** The Contractor may Issue written change orders to this Subcontract, without notice to Subcontractor's sureties. Changes may be additive or deductive. The Subcontractor shall be obligated to perform in accordance with such change orders, and the Subcontract Price shall be adjusted as specified by such change order. No alterations or changes shall be made except upon the Contractor's written orders; oral changes to the Subcontract Work are not valid and will not be recognized.
- 18.2** The Subcontractor agrees that it shall have no claim nor entitlement to additional compensation under this Subcontract unless Subcontractor has received as condition precedent (i) a written change order for an agreed price or written directive to proceed (ii) signed by an authorized representative of the Contractor, and (iii) in advance of Subcontractor's commencement of the work or Subcontractor's incurring of costs for the event upon which Subcontractor's claim is based.
- 18.3** If the Subcontractor requests a written change order as provided herein but there is a dispute as to whether the item of work constitutes a change or the value of such change or any other matter in controversy, the Contractor shall be entitled to issue a directive to the Subcontractor to perform the disputed work and the Subcontractor shall be obligated to proceed with and complete performance of the disputed work, without either party admitting to liability for the issues in dispute or waiving rights under this Subcontract.
- 18.4** Where changed work involves items shown on the Subcontractor's unit price schedule, the unit prices shall govern, unless mutually agreed in writing to the contrary. The Subcontractor shall submit proposals for changes or alterations in the manner and time provided by the Prime Contractor as instructed by the Contractor. The Subcontractor shall provide such additional backup or breakdowns as may be requested by the Contractor.

- 18.5** If the Contractor's written change order or written directive to proceed does not specify price terms, the Subcontractor further agrees that Subcontractor's application for cost reimbursement, claim for additional compensation, or additive or deductive adjustment in time or amount ("claim"), to the extent permitted at all, shall be based upon the Subcontractor's reasonable and actual direct costs and actual time incurred or saved with respect to performance of work which is the subject of the claim. For all claims of whatever kind or nature, the Subcontractor shall be entitled to recover only proven direct costs and proven critical path delay for the claim plus a single, comprehensive markup of ten percent (10%) on proven direct costs for all general conditions, overhead, impact, indirect costs, profit, and other remuneration or damages in addition to direct costs of actually performing the work which is the subject of the claim.
- 18.6** The only acceptable proof of Subcontractor's direct cost and of critical path delay will be contemporaneous Project documents with precise identification of direct costs and critical path delay properly allocable to Subcontractor's claim. The Subcontractor's failure to maintain and provide such records shall constitute a waiver of all right of recovery against the Contractor.
- 18.7** The Subcontractor shall maintain and shall submit to Contractor current, accurate, and complete data which fully substantiates all actual direct costs and any actual time extension claimed by the Subcontractor. The Subcontractor shall give the Contractor, including the Contractor's designated representatives, access at all reasonable times and the right to examine, reproduce, and audit the Subcontractor's books, records, schedules, documents, information and data which are related to the Subcontractor's costs or time of performance or which are necessary, in the Contractor's judgment, to evaluate any application for reimbursement, claim for additional compensation or adjustment in Subcontract time or amount requested or made by the Subcontractor or asserted by the Contractor with respect to the Subcontract Work. Contractor shall bear the cost of such examination or audit unless the Subcontractor's data is not complete, current, and accurate in which case Subcontractor shall bear such cost.
- 18.8** With respect to changes in the Subcontract Work ordered by the Owner or for which the Owner is responsible, the Subcontractor shall be entitled to an increase in the Subcontract Price and/or an extension in the Subcontract time but only, as a condition precedent, to the extent of any amount and time extensions that the Contractor, on behalf of the Subcontractor, actually receives from the Owner for such changes, and Subcontractor shall have no independent rights or separate claims against the Contractor for further adjustment in Subcontract price or extension to Subcontract time beyond that actually received by the Contractor from the Owner on Subcontractor's behalf with respect to the Subcontract Work. To the extent costs, delays, damages, or problems are caused by other third parties, besides the Owner, the Subcontractor's remedies and relief shall be limited to whatever the Subcontractor may obtain from such third parties, but the Subcontractor will have no claim or right of recovery from the Contractor.
- 18.9** The Subcontractor shall give written notice of any claims for extensions of time or for extra compensation, of whatever nature, at least five (5) working days prior to the time the Prime Contract requires the Contractor to give notice of same to the Owner or, if the Prime Contract has no notice requirement applicable to the Subcontractor's claim, then the Subcontractor shall give written notice of claim to the Contractor within five (5) working days after the commencement of the event on which the Subcontractor's claim is based. The Subcontractor's failure to provide written notice to the Contractor as set forth above shall constitute a waiver, bar, and release of any such claim.
- 18.10** The Contractor shall not be liable for Subcontractor's overtime costs unless Contractor specifically directs and agrees to pay for such overtime by written change order signed by an authorized representative of the Contractor in advance of overtime being incurred. Unless expressly provided otherwise in such change order, the Contractor shall pay only the premium portion of overtime plus payroll taxes actually paid on such overtime, but Contractor shall not be liable for any alleged loss of productivity, overhead, profit, or any other cost factor whatsoever related to Subcontractor's overtime.

SECTION 19. SAFETY

- 19.1** The Subcontractor shall be responsible for safety. The Subcontractor shall comply with all safety laws, rules, regulations, standards, best practices, procedures, specifications, manuals, and policies, including but not limited to those of federal, state and local governments, the Occupational Safety & Health Administration ("OSHA"), applicable industry and trade associations, the Owner, and the Contractor and, in case of conflict among them, shall adhere to the most stringent requirements. The foregoing establishes a minimum standard of safety; the Subcontractor shall institute, observe, and enforce such other safety measures and policies as may be required by the nature of the Subcontract Work or particular circumstances of performance. The Subcontractor shall provide continuously at the Project site a "competent person" for all circumstances required by OSHA in the performance of Subcontract Work, as someone who is capable of identifying existing and predictable hazards in the nature of the Subcontract Work and in conditions of the Project and surrounding areas and who has the knowledge and authority to take prompt, effective action to eliminate such hazards.

- 19.2 The Subcontractor shall provide sufficient, safe and proper facilities, equipment, and working conditions, which shall also be subject to inspection and approval by Contractor, Architect, Owner, and authorities having jurisdiction over the Project or the Subcontract Work. The Subcontractor shall report to the Contractor immediately and fully any accidents involving the Subcontract Work or persons employed by or working under contracts with Subcontractor, and Subcontractor shall promptly notify Contractor of any other accidents or unsafe conditions of which Subcontractor becomes aware.
- 19.3 Subcontractor specifically agrees that before persons, material or equipment are moved to the Project, and continually thereafter, Subcontractor will examine, test and inspect all hoists, scaffolding, platforms and other work areas whether installed itself or by others, to assure that said facilities and work areas are safe; and the Subcontractor assumes full responsibility for any damage caused by any such facilities or work areas.
- 19.4 The Subcontractor shall obtain permission from the authorized representative of the Contractor before using any equipment, scaffolding, goods, materials, facilities, temporary installations, or other property owned, rented, or provided by Contractor (herein "Contractor's property"). Subcontractor shall assume all risk and responsibility of independently verifying before each such use that Contractor's property is correctly assembled, properly located, in good working order, safe, sufficient for purposes intended, and in compliance with all laws, rules, regulations, standards, guidelines, and regulations of governing authorities, applicable manufacturers, and best practices of the industry. Subcontractor shall permit only properly trained and appropriately qualified personnel to use Contractor's property and only in ways for which Contractor's property may be employed safely. Subcontractor shall discontinue use of Contractor's property immediately upon notice from the Contractor. **SUBCONTRACTOR SHALL FULLY INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CONTRACTOR FROM ANY AND ALL CLAIMS AND LIABILITY, INCLUDING BUT NOT LIMITED TO "LIABILITY" AS DEFINED IN SECTIONS 14.4 AND 14.5 HEREOF, WHICH ARISE FROM OR IN ANY WAY RELATE TO SUBCONTRACTOR'S USE OF CONTRACTOR'S PROPERTY.**
- 19.5 The Subcontractor shall at a minimum comply with the Contractor's Hazards Communication Policy, as may be updated and revised, which is on file and may be reviewed at the Contractor's job site office upon reasonable request from the Subcontractor. The Subcontractor shall also implement such other and additional Hazards Communications Policies as may be appropriate for the safe performance of the Subcontract Work without injury or harm to persons or property.
- 19.6 In addition to other indemnity obligations contained herein, the Subcontractor shall indemnify and hold the Contractor harmless for fines, penalties, corrective measures, and damages, including attorneys' fees, resulting from or caused in whole or in part by Subcontractor's noncompliance with this Section.

SECTION 20. DISPUTES

- 20.1 All claims, disputes, and other matters in controversy between the Contractor and the Subcontractor arising out of or relating to this Subcontract shall be decided by binding arbitration in accordance with the current and applicable rules and procedures of the American Arbitration Association, except as specifically provided below:
- 20.2 If the Contractor in good faith believes that any claim, dispute, or matter in controversy with the Subcontractor also involves rights or liabilities of the Owner, Architect, or other third party, then, at the Contractor's sole election, the Subcontractor agrees to resolve such issues in the same forum or proceeding, including arbitration, court, or administrative authority, which has jurisdiction over some or all claims, disputes, and matters in controversy involving the Owner, Architect, or other third party so as to promote economy and avoid inconsistent results. If any dispute between the Contractor and Subcontractor is subject to litigation pursuant to this provision, the Contractor and the Subcontractor waive their rights to jury trial.
- 20.3 The Contractor and Subcontractor intend and agree that the foregoing dispute resolution provisions and rights of election given to the Contractor are not independent of or severable from the remainder of the Subcontract and that such provisions and election rights are supported by the consideration and mutuality of the Subcontract as a whole. If the Contractor fails to make an election or it is determined, for any reason, that the Contractor is not entitled to an election, then the exception to arbitration does not apply and all claims and disputes arising under or relating to the Subcontract will be decided by binding arbitration as herein provided. The locale for any arbitration or litigation involving the Subcontractor and the Contractor shall be Austin, Texas, unless the Contractor agrees to designate another locale to facilitate joinder of parties, to consolidate claims, or for any other reason.
- 20.4 Should the Contractor through litigation, arbitration, or other means seek to recover on any surety bond given by the Subcontractor under this Subcontract, the Subcontractor and its surety, jointly and severally, agree to pay Contractor all costs, expenses, and attorneys' fees incurred in the investigation, preparation, and trial or hearing of such matters and otherwise reasonably related thereto.
- 20.5 If the Contractor and the Subcontractor litigate or arbitrate a monetary claim, not otherwise prohibited by this Subcontract, the party which substantially prevails on the merits of issues adjudicated in such proceedings shall

recover its reasonable and necessary attorneys' fees and related costs from the other party. Notwithstanding the foregoing, if less than the full amount of such monetary claim is awarded, the party asserting such claim ("claimant") shall recover reasonable and necessary attorneys' fees (but no contingent fees) equal to the proportion of the amount awarded to the amount claimed, and the claimant shall pay the other party's reasonable and necessary attorneys' fees (but no contingent fees) equal to the proportion of the amount denied to the amount claimed.

- 20.6** No claim, dispute, or matter in controversy or question shall interfere with the progress of construction, and the Subcontractor shall proceed diligently with performance of this Subcontract, notwithstanding the existence of any claim, dispute, or matter in controversy or question.

SECTION 21. INTERPRETATION OF LEGAL EFFECT

- 21.1** All proposals, negotiations, representations, quotations, confirmations and communications of whatever nature with respect to this Subcontract, whether oral or written, are hereby superseded and merged into this Subcontract. This Subcontract cannot be changed, modified, altered, suspended, or terminated, except in writing signed by an authorized representative of the Contractor. No delay, waiver, forbearance, or failure by the Contractor to exercise rights or remedies under this Subcontract or to insist upon strict compliance by the Subcontractor shall prevent the Contractor from strictly enforcing any of the provisions of this Subcontract, nor shall relieve the Subcontractor from strict compliance with all terms and conditions hereof nor shall waive, restrict, or adversely affect any of the Contractor's rights and remedies as to any subsequent or continuing failure of the Subcontractor to comply strictly with all terms and conditions of this Subcontract. The invalidity or unenforceability of any term or condition of this Subcontract shall not invalidate, render unenforceable, or adversely affect the remaining terms and conditions. The laws of the State in which the Project is located shall govern the interpretation and enforceability of this Subcontract. The Subcontractor shall be liable for all damages, costs, and expenses, including attorneys' fees incurred by the Contractor in enforcing the terms and conditions of this Subcontract. This Subcontract shall be binding upon the successors in interest of the parties hereto, but otherwise nothing in this Subcontract is intended nor shall be construed to create duties, confer benefits, give rights, establish obligations, form relationships, or provide the basis of liability or a cause of action to or in favor of any party other than Contractor and Subcontractor.
- 21.2** Section headings are not substantive and are provided only for general ease of reference without restricting the content or affecting the interpretation of the subject matter of any section.
- 21.3** Both parties have had the opportunity to review with their respective legal counsel and technical advisors this Subcontract, including all Exhibits and incorporated or referenced documents. Both parties therefore stipulate that this Subcontract, its Exhibits, and all incorporated, referenced, or related documents shall be given effect, and none of them shall be subject to the rule of construction that they will be construed against the party which drafted them.

SECTION 22. COURSE OF DEALING

- 22.1** The Contractor and Subcontractor further agree that the Standard Terms and Conditions of this Subcontract, Sections 1-22, establish a course of dealing between them and shall apply to this and all other projects, unless before commencement of the Subcontract Work on this Project or prior to submitting a price to the Contractor on future projects, either the Contractor or the Subcontractor gives written notice of objection to these Standard Terms and Conditions or the parties enter into a different written agreement with respect to such project. Otherwise, the Subcontractor's commencement of any performance of work on this or any other project, including but not limited to the preparation of shop drawings and other submittals, shall constitute the agreement of both the Contractor and the Subcontractor that these Standard Terms and Conditions apply to such project and constitute a waiver by both parties of all objections to any of the Standard Terms and Conditions even if a Subcontract has not been fully executed at the time such work commences. Either the Contractor or Subcontractor will be entitled to specific performance of this provision with respect to this Project or future projects. These Subcontract Terms and Conditions are an integral part of the Subcontract between Contractor and Subcontractor. The Subcontractor shall not start any part of the Subcontract Work until the Subcontractor has delivered to the Contractor's authorized representative all required documentation pertaining to the Subcontract Work (specifically including, but not limited to, insurance certificates). The Subcontractor's commencement of performance of any Subcontract responsibilities (including but not limited to preparation of submittals), whether at the Project site or elsewhere, shall constitute the Subcontractor's agreement to all terms and conditions of the Subcontract, without modification or limitation, and the Subcontractor's acceptance of all conditions at the Project site.







Pecan Park Apartments

516 W State Hwy 71
Bastrop TX, 78602



ASCENSION CONSTRUCTION GROUP

CONSTRUCTION SEQUENCE AND TURN OVER SCHEDULE

Job Start Date (NTP):

12/1/25

BUILDING PHASING	BUILDING TYPE	# OF UNITS	CONTRACT	CALANDER DAYS	MONTH
			Date	TO TURN	TO TURN
PHASE 1	Club House/Building 6	0	11/02/26	336	12.00
PHASE 2	Bldg #3/ MAIL	22	12/07/26	371	13.50
PHASE 3	Building #7	22	12/28/26	392	14.25
PHASE 4	Building #5	24	01/25/27	420	15.25
PHASE 5	Building #10	24	02/15/27	441	16.00
PHASE 6	Building #9	24	03/08/27	462	16.75
PHASE 7	Building #2	24	03/29/27	483	17.50
PHASE 8	Building #1	24	4/19/27	504	18.25
PHASE 9	Building #4	24	5/10/2027	525	19.00
PHASE 10	Building #8	24	5/31/27	546	19.75
PHASE 11	Building #13	24	6/21/2027	567	20.50
PHASE 12	Building #12	24	7/12/27	588	21.25
PHASE 13	Building #11	24	8/2/27	609	22.00
PHASE 14	Building #14	24	8/23/27	630	22.75
PHASE 15	Building #15	24	9/13/27	651	23.50
PHASE 16	Building #16	24	10/4/27	672	24.25
PHASE 17	Building #17	24	10/25/27	693	25.00
PHASE 18	Building #18	22	11/22/27	721	26.00
	TOTAL	402			

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