

July 15, 2025

To the Honorable Council City of Norfolk, Virginia

Re: Comprehensive Agreement for Final Design and Construction of Replacement

Maury High School and Supporting Athletic and Other Facilities

Dear Ladies and Gentlemen:

Attached is an ordinance approving entry into a Comprehensive Agreement with the School Board of the City of Norfolk and Heartland Construction, Inc. under the Public-Private Education Facilities and Infrastructure Act of 2002 (PPEA) for the final design and construction of the Replacement Maury High School and Supporting Athletic and Other Facilities.

Respectfully,

Bernard A. Pishko

City Attorney

BAP:lm Attachment

Supporting Material:

 EX A TO ORDINANCE-Comprehensive Master Agreement- Heartland Maury- ARF Jul 11 GRANICUS VERSION (PDF) Form and Correctness Approved:

Pursuant to Section 72 of the City Charter, I hereby certify that the money required for this item is in the city treasury to the credit of the fund from which it is drawn and not appropriated for any other purpose

Office of the City Attorney

Contents Approved:

Michael Roggow, for Director of Finance

NORFOLK, VIRGINIA

Ordinance No.

AN ORDINANCE AUTHORIZING AND APPROVING A COMPREHENSIVE AGREEMENT BETWEEN AND **AMONG** THE CITY OF NORFOLK, THE SCHOOL BOARD OF THE CITY OF NORFOLK, AND HEARTLAND CONSTRUCTION, UNDER THE PUBLIC-PRIVATE EDUCATION FACILITIES AND INFRASTRUCTURE ACT FOR THE FINAL DESIGN AND CONSTRUCTION OF REPLACEMENT MAURY HIGH SCHOOL AND SUPPORTING ATHLETIC AND OTHER FACILITIES.

WHEREAS, April 9, 2013, the City adopted on Guidelines under the Public-Private Education Facilities and Infrastructure Act of 2002, Va. Code § 56-575.1, ("PPEA") establishing procedures for the development of public facilities through public-private partnerships pursuant to Va. Code § 56-575.3:1 of the PPEA (the "Guidelines"); and

WHEREAS, on or about December 1, 2006, the School Board of the City of Norfolk ("School Board") PPEA establishing procedures Guidelines under the development of public facilities through public-private partnerships pursuant to Va. Code § 56-575.3:1 of the PPEA (the "School Board Guidelines"); and

WHEREAS, on November 22, 2022, Heartland Construction Company, Inc. ("Heartland") submitted an unsolicited proposal ("Proposal") to the School Board under the PPEA to provide certain design, permitting, development and related services in connection with the construction of a new Maury High School building and supporting facilities (the "Project"); and

WHEREAS, the School Board posted the Proposal and solicited competing proposals as required by the PPEA and the School Board Guidelines; and

WHEREAS, on December 6, 2023, the School Board determined that it would be advantageous given the scope, complexity, and urgency of the Project to proceed with the proposed design of the new Maury High School as proposed by Heartland; and

WHEREAS, the City holds various compelling interests in the success of the Project and collaborated with the School Board and Heartland in advancing the Project to the conceptual stage and entered into an Interim Agreement with the School Board and Heartland for the preliminary design of the Project on or about July 31, 2024; and

WHEREAS, the Parties have negotiated a Comprehensive Agreement including a guaranteed maximum price for delivery of the Project consistent with the PPEA, other applicable law, the

City and School Board Guidelines, and discussions between representatives of the City, School Board, and Heartland; and

WHEREAS, having considered this Agreement and other information, the City has determined that construction of the Project serves the public purpose of the PPEA under the criteria of § 56-575.4(C) of the Virginia Code and has made the proposed Comprehensive Agreement available for public inspection in accordance with the PPEA and the Guidelines; and desires to approve the Comprehensive Agreement in accordance with Section 56-575.16(5) of the Code of Virginia and Section 33.1-118 of the City Code of the City of Norfolk; now, therefore,

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That the Comprehensive Agreement between and among the City, the School Board, and Heartland Construction, Inc., a copy of which is attached hereto as Exhibit A, is hereby approved.

Section 2:- That the City Manager and other proper officers of the City are authorized to execute the Comprehensive Agreement for and on behalf of the City, and to do all things necessary and proper to carry out its terms.

Section 3:- That the City Manager is further authorized to correct, amend or revise the Comprehensive Agreement as may be necessary in order to carry out the intent of the Council as expressed in this ordinance.

Section 4:- That this ordinance shall be in effect from and after its adoption.

EXHIBIT: Exhibit A: Comprehensive Agreement (142 pages)

CERTIFICATION OF FUNDING

Amount: \$61,500,000 Account: 4000-12-4371-5560 (Previously Appropriated)

COMPREHENSIVE AGREEMENT MAURY HIGH SCHOOL

This Comprehensive Agreement (this "Agreement") is entered into as of July 31, 2025 (the "Effective Date") by, between, and among the CITY OF NORFOLK, VIRGINIA (the "City" or the "Owner"), the SCHOOL BOARD OF THE CITY OF NORFOLK ("School Board" or "Owner" and, collectively with the City, the "Owners"); and HEARTLAND CONSTRUCTION, INC. ("Contractor" or "Design-Builder"). The Owners and the Contractor are referred to individually as a "Party" and collectively as "the Parties."

Recitals

- 1. On or about December 1, 2006, the School Board adopted its Guidelines for Implementation of the Public-Private Education Facilities and Infrastructure Act of 2002 ("Guidelines"), which establish procedures for the development of qualifying public facilities through public-private partnerships. These procedures in the Guidelines satisfy the requirements of the Public-Private Education Facilities and Infrastructure Act of 2002, Va. Code 56-575.1 et seq. ("PPEA").
- 2. On April 9, 2013, the City adopted Article IX of Chapter 33.1 of the City Code of the City of Norfolk ("PPEA Code"), which establish procedures for the development of qualifying public facilities through public-private partnerships in accordance with the requirements of the Public-Private Education Facilities and Infrastructure Act of 2002, Va. Code 56-575.1 et seq. ("PPEA").
- 3. On November 22, 2022, the Contractor submitted an Unsolicited PPEA Proposal under the PPEA and the Guidelines to the School Board for the development of public facilities through a public-private partnership entitled "A New Maury High School + Saving a Historic Cultural Asset" (as subsequently modified by various submissions made by Contractor as well as Interim Agreement deliverables, the "Proposal"). The Contractor and School Board engaged in further discussions and negotiations resulting in amendment of the proposal to include design, permitting, development and construction services in connection with the construction of a replacement Maury High School building and related athletic and other facilities (as more fully described hereinafter, the "Project").
- 4. After holding public hearings on the Proposal in accordance with the PPEA and the PPEA Code, on or about August 16, 2024, the Owners entered into an Interim Agreement with Contractor for the preliminary design of the Project. In the Interim Agreement, the parties agreed to proceed to a Comprehensive Agreement to construct the Project if feasible and if determined to be in the best interest of the City and the School Board to do so.
- 5. The Parties acknowledge and agree that the services set forth under the Interim Agreement have been substantially performed, including without limitation delivery of "35% Design Development Drawings") and the development of a "guaranteed maximum price" or "GMP". Based on the 35% Design Development Drawings and the GMP, the Parties have negotiated a design-build contract for Contractor to complete design and construct the Project for

a firm fixed price (the "Contract Price"), with the Contract Price subject to adjustment (not to exceed the GMP) to the extent the Owners use their Owners' Reserve (defined below) or the Contractor uses its Contractor's Contingency (defined below). The Contract Price and the GMP shall also be subject to adjustment based on changes in the work as set forth in Section 9 below.

- 6. The Owners have determined that it would be advantageous given the probable scope, complexity and urgency of the Project; the merits of risk-sharing and the potential for added value; and other good cause to proceed with the final design and construction of the Project under the PPEA by the Contractor.
- 7. The Parties further acknowledge and agree that this Agreement will function as the Comprehensive Agreement for purposes of this Project and will govern the final design and construction of the Project.
- 8. Having considered this Agreement and other information, the City Council of the City of Norfolk has determined that the Project to be designed and constructed pursuant to this Agreement serves the public purpose of the PPEA under the criteria of Va. Code § 56-575.4(C). The City Council approved this Agreement on July 15, 2025.
- 9. Having considered this Agreement and other information, the School Board has determined that the Project to be designed to the extent provided in this Agreement serves the public purpose of the PPEA under the criteria of Va. Code § 56-575.4(C) and have posted this Agreement for public inspection in accordance with the PPEA and the Guidelines. The School Board approved this Agreement on July 16, 2025.

Now, therefore, in consideration of the Recitals set forth above, and good and valuable consideration as set forth below, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement together with the following documents which are incorporated and made a part of this Agreement.

- A. Agreement between Owners and Design Builder including all Exhibits, Amendments, and Addenda thereto (Exhibit A).
- B. Standard General Conditions of the Agreement between Owners and Design/Builder (Exhibit B)
- C. Interim Agreement, 35% Design Development Documents and the Proposal documents specifically listed on Exhibit C.
- D. Written change orders, amendments, and modifications to the foregoing Contract Documents executed by Owners and Contractor ("Change Orders, Amendments and Modifications").

The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict, or ambiguity between

or among the Contract Documents, the precedence of the Contract Documents shall be (1) Change Orders, Amendments, & Modifications; (2) this Agreement, (3) plans and specifications prepared and approved in accordance with Article 6 of **Exhibit B**, Standard General Conditions (the "Plans & Specifications"); (4) Exhibit B (Standard General Conditions); (5) Exhibit A; (6) Exhibit C.

2. SCOPE OF SERVICES; DESIGN TEAM.

The Project includes final design and construction services for a newly constructed Maury High School at the Site as more fully described in **Exhibit C** (the "Services"). The Contractor will furnish and provide, or cause to be furnished and provided, all architectural, engineering, and construction services for the Project, including, but not limited to, all materials, labor and equipment necessary for final design, construction, and delivery of the Project as further set forth below and in the Contract Documents.

The design of the Project is intended to meet current Virginia Department of Education ("VDOE") Guidelines for School Facilities, the requirements of Title I of the Elementary and Secondary Education Act of 1965, 20 U.S.C. § 6301 et seq., and all applicable Building Codes and other Code requirements of the City of Norfolk; provided, however, the Parties acknowledge and agree that the design and construction of the replacement Maury High School may not strictly comply with VDOE Guidelines due to size constraints or decisions by Owner concerning the program at the replacement Maury High School. The replacement Maury High School will be designed and constructed with the appropriate number of classrooms, office space, and common space (e.g., cafeteria, gym, library and auditorium) necessary to implement the program described in the Proposal, as such Proposal has been modified as shown in **Exhibit C** (the "Program"). The replacement Maury High School shall be designed to be equipped to meet appropriate information technology requirements. The design Services hereunder shall also include a preliminary design concept for furniture, fixtures and equipment ("FF&E Plan"). Notwithstanding the foregoing, the supply and installation of information technology equipment and other FFE are not within the scope of the Services or the Project except as expressly provided in the Proposal, as modified.

During performance of the Services under this Agreement, the City's designated representative shall be Sid Kitterman, City Engineer; the School Board's designated representative shall be Richard Fraley; and Contractor's designated representative shall be Rhonda Bridgeman. Communications between and among the Parties related to the Project shall be through these designated representatives. [The Contractor shall not make changes to the composition of the Project team identified in Exhibit C or as otherwise agreed to in writing by the Owners without the Owners' consent, which consent will not be unreasonably withheld, conditioned, or delayed.] In addition to this Project team, the Contractor will provide such additional staff of licensed, certified, qualified, and experienced personnel as needed to complete the Project within the Schedule and Contract Price. With respect to any required reviews, approvals or comments, such reviews, approvals or comments received from one Owner shall be deemed to be comments or approvals from both Owners. In providing comments or approvals, approving or issuing change orders, or taking any other action hereunder, the Owners shall act jointly and shall be responsible jointly to the Contractor for their comments, approvals, orders or actions. In the event of any conflict between the reviews, comments, approvals, orders or other actions provided by the School Board and the City, Contractor shall be entitled to rely and act upon the reviews, comments, approvals, orders or other actions provided by the City.

3. COST OF SERVICES AND PAYMENT.

In consideration of the provision of the Services by Contractor, Owners shall pay Contractor the Contract Price of \$214,914,747.90. The Contract Price does not include the Owners' Reserve or the Contractor's Contingency; however, both items are included within the GMP in the amount of \$225,176,057.20.

The GMP shall include the Owners' Reserve of \$1,500,000 for changes in the work or other contingencies, the payment of which shall be in the City's sole discretion. Except as otherwise provided in **Exhibit A** or **Exhibit B**, there shall be no increase in the Contract Price to include all or any portion of the Owner's Reserve without the express prior written authorization of the Owners.

The GMP also includes Contractor's Contingency in the amount of \$8,761,309.34 to cover work that was reasonably unforeseen by the Contractor in determining the Contract Price, including without limitation further refinements in the Plans & Specifications, subcontractor defaults, cost of corrective work not provided for elsewhere, constructability issues, field issues reasonably undetected during the Interim Agreement phase of work, unanticipated or excess reimbursable costs, subcontractor scope gaps, estimating shortcomings, escalations or other items necessary for the successful completion of the Project. The Contractor shall have the right to use the Contractor's Contingency in its discretion to cover costs of the type described above, in which case the Contract Price will be increased by such amounts (not, however, to exceed the GMP). The Contractor will keep the Owners advised of any use of the Contractor's Contingency. Except as stated below, the Contractor's Contingency is not intended to cover the cost of (a) differing or unknown site conditions as defined in Section 4.02 of Exhibit B, including without limitation the presence of hazardous materials or substances or other environmental conditions requiring remediation, (b) changes in the Project Schedule that affect Project costs, (c) changes in the Program or the scope, character or extent of the Services, or (d) changes in applicable laws, regulations, codes, ordinances or orders enacted after the Effective Date that affect Project costs; these items will necessitate Change Orders to be issued pursuant to Section 9 below and will result in an increase in both the Contract Price and the GMP. To the extent that any differing or unknown site conditions as defined in Section 4.02 of Exhibit B are encountered for the Project, Contractor agrees to use a total of \$1,000,000 from the Contractor's Contingency to address such differing or unknown site conditions. If the costs to address differing or unknown site conditions exceed \$1,000,000, Owner shall either increase the Contract Price in the amount of the costs that exceed \$1,000,000 or shall terminate the Contract. If Contractor does not use all of the Contractor's Contingency by the end of the Project, Owners and Contractor will be entitled to share this savings, with Owner receiving 30% of the savings and Contractor receiving 70% of the savings.

Contract Price values are assigned to Project line items as set forth in Exhibit C. On or before October 1, 2025, Owners shall notify Contractor in writing regarding their election to proceed with addition of the Natatorium Complex for the price identified in Exhibit C, whereupon the Contract Price and Guaranteed Maximum Price shall be increased accordingly by the amount of \$11,383,599.66 should the Owners so elect to proceed.

Contractor will submit monthly invoices for payment in duplicate to the Owners' designated representatives. The first invoice shall be submitted no sooner than sixty (60) days following the Effective Date of this Agreement. The final invoice shall be submitted after Contractor has completed all Services, including delivery of all Deliverables, required under this Agreement. Each invoice shall be for the value of the Services performed during the period for which payment is requested based on Contractor's Schedule of Values (See Exhibit A, as same may be modified by Change Orders) and any applications of the Owners' Reserve or the Contractor's Contingency. The Owners shall have ten (10) days following receipt of an invoice to review each invoice; no later than the tenth (10th) day following receipt of an invoice, the Owners shall notify Contractor whether they approve or reject the invoice, in whole or in part, providing explanation for any portions rejected. The Owners shall then pay the approved part of the invoice within thirty (30) days following its approval of the invoice. Either Owner may pay the full amount of any invoice or the Owners may separately pay any portion of any invoice. If all or any part of the invoice is rejected, Contractor shall respond with an explanation or modification of the rejected portion of the invoice and resubmit the part of the invoice which Owners rejected, upon which the Owners' review and payment cycle will start again, but Owners' payment of the corrected invoice shall be made within ten (10) days of receipt.

4. PROJECT TIME

<u>Date of Commencement.</u> Contractor shall commence the Work at the time set forth in the Owners' Notice to Proceed ("Date of Commencement").

<u>Substantial Completion.</u> Contractor shall achieve Substantial Completion (as defined in Exhibit B) of the Project in two phases, with Substantial Completion of the high school building completed within 1,095 days following receipt of Owners' Notice to Proceed and Substantial Completion of the site work to be completed within 1,222 days following receipt of the Owners' Notice to Proceed.

<u>Final Completion.</u> Contractor shall achieve Final Completion of each phase of the Project no later than sixty (60) days following Substantial Completion.

All of the dates set forth in Section 4 shall be subject to adjustment in accordance with the Contract Documents.

Time is of the Essence; Liquidated Damages. Time is of the essence with respect to the dates and times set forth in the Contract Documents. Contractor understands and agrees that if Substantial Completion is not achieved in accordance with this Agreement, Contractor shall pay Owner Three Thousand Dollars (\$3,000.00) as liquidated damages for each day that Substantial Completion is not achieved beyond the date set forth in this Paragraph 3, subject to any adjustments in accordance with the Contract Documents. Days of delay applicable to both construction of the high school building and the site work shall not be double counted. Following Substantial Completion, if Contractor fails to achieve Final Completion within sixty (60) days, Contractor shall pay to Owner One Thousand, Five Hundred Dollars (\$1500.00) as liquidated damages for each day that Final Completion is not achieved within the sixty-day period (again, avoiding double counting of days applicable to multiple phases of the work). Notwithstanding any provision herein to the contrary: (a) liquidated damages shall not apply to any Project delays caused by Force Majeure (as defined in Exhibit B) or acts or

omissions of Owner, (b) the aggregate sum of liquidated damages that may be imposed upon Contractor shall not exceed a maximum total of \$1,000,000, and (c) the above liquidated damages shall be lieu of any and all extra costs, losses, expenses, claims, penalties and other damages (whether direct, indirect, special or consequential) that Owners may suffer by reason of the Contractor's delay in achieving Substantial Completion or Final Completion.

5. PROJECT SCHEDULE

The Contractor shall establish a detailed baseline schedule for the construction of the Project, based on the criteria established by the Owners and as set forth in Exhibit A. The Contractor shall furnish schedule information to the Owners and will create and maintain an electronic schedule during the construction phase. The Contractor shall provide regular progress updates to the Owners and shall report on schedule progress during each project meeting, and when reasonably requested, including status of all design, permitting and regulatory activities.

Time is of the essence in completing the Project design as set forth in this Agreement. Contractor shall exercise its best efforts to perform the Services consistent with the Project Schedule. Contractor's obligation to comply with the Project Schedule shall be subject to the timely cooperation of the Owners with respect to providing all authorizations, approvals, and site access necessary to perform the Services.

6. TERM AND TERMINATION

This Agreement shall commence on the Effective Date and shall continue until terminated pursuant to the terms of this Agreement. This Agreement may be terminated by either party in the event of substantial failure or default of the other party to perform in accordance with the terms hereof through no fault of the terminating party, which failure or default continues without cure for a period of thirty (30) days after the defaulting party's receipt of written notice of default specifying the failure or default in reasonable detail. Notwithstanding the foregoing, if the default cannot reasonably be cured within thirty (30) days, then the defaulting party shall be given such additional amount of time as shall be reasonably necessary to cure such default provided that commercially reasonable efforts to cure the default have begun in such thirty (30) day period, and such efforts are diligently prosecuted thereafter.

Upon thirty (30) days' written notice to Contractor, the Owners may, for their convenience and without cause, jointly elect to terminate the Agreement. Upon receiving notice of termination from the Owners, Contractor must immediately terminate all Services (unless the notice directs otherwise) and deliver to Owners all data, drawings, specifications, reports, estimates, and such other data and records (whether completed or in progress) which may have been created or accumulated by the Contractor in performing the Services under this Agreement, conditioned upon Contractor's receipt of final payment through the termination date specified in the notice.

In such event, the Owners shall, jointly and severally, within thirty (30) days following the date of the notice, pay Contractor (a) with respect to all Services completed by Contractor in accordance with this Agreement through such termination date, the portion of the Contract Price allocable to such completed Services (as determined in accordance with the Schedule of Values),

plus all losses and reasonable expenses incurred by Contractor attributable to such termination, and (b) with respect to incomplete Services, the costs incurred by Contractor to perform such incomplete Services through the termination date, plus all losses and reasonable expenses attributable to such termination and a reasonable profit and Contractor's reasonable overhead allocable to such incomplete Services.

The rights and remedies of Owners and City provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

7. STANDARD OF CARE.

Owners and Contractor agree that the standard of care ("Standard of Care") for all professional design Services performed under this Agreement shall be the care and skill ordinarily used by members of the design profession in the Commonwealth of Virginia performing similar projects (the "Standard of Care"). Additionally, Contractor represents and warrants that all persons performing Services under this Agreement shall, if and to the extent legally required, be licensed and in good standing with any applicable regulatory agency for the full duration of their work in connection with the Services under this Agreement.

8. REPRESENTATIONS AND WARRANTIES.

The Owners hereby represent and warrant to Contractor as follows:

- 1. Each of the City and School Board is a political subdivision duly chartered and operating under the laws of the Commonwealth of Virginia and has full power, right and authority to execute, deliver and perform its obligations under, in accordance with and subject to the terms and conditions of this Agreement.
- 2. Each person executing this Agreement on behalf of the City or the School Board is duly authorized to execute each such document on behalf of the City or the School Board.
- 3. The City and the School Board, acting by and under the authority of their respective governing bodies, have duly authorized and approved the Owners' execution of this Agreement in accordance with all applicable constitutional provisions, city and school board charters, laws, orders and regulations, including without limitation the PPEA and the PPEA Ordinance.
- 4. Neither the execution and delivery by the City or School Board of this Agreement and any other documents executed concurrently herewith to which the City or the School Board is a party, nor the consummation of the transactions contemplated hereby or thereby, is in conflict with or will result in a default under or violation of any other agreements or instruments to which the City or the School Board is a party or by which it is bound.

- 5. There is no action, suit, proceeding, investigation or litigation pending and served on the City or the School Board as of the date of this Agreement which challenges their authority to execute, deliver or perform, or the validity or enforceability of this Agreement and the other related documents to which the Owners are a party, or which challenges the authority of the School Board or City officials executing this Agreement or the other related documents, and the Owners have disclosed to Contractor any pending or threatened action, suit, proceeding, investigation or litigation with respect to such matters of which the Owners are aware.
- 6. The City Council of the City of Norfolk has appropriated sufficient funds to make full payment to Contractor for all Services rendered under this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall obligate the City Council appropriate funds for the construction of the Project.

Contractor hereby represents and warrants to Owner as follows:

- 1. Contractor is a duly incorporated and validly existing Kentucky corporation, duly qualified to conduct business in Virginia, and has full power and authority to bind itself to the terms of this Agreement.
- 2. Contractor has taken or caused to be taken all requisite action to authorize the execution and delivery of, and the performance of its obligations under this Agreement and the other related documents to which Contractor is a party.
- 3. Each person executing this Agreement or any other related document on behalf of Contractor has been or will at such time be duly authorized to execute each such document on behalf of Contractor.
- 4. Neither the execution and delivery by Contractor of this Agreement or the other related documents to which Contractor is a party, nor the consummation of the transactions contemplated hereby or thereby, is in conflict with or will result in a default under or a violation of the governing instruments of Contractor or any other agreements or instruments to which it is a party or by which it is bound.
- 5. There is no action, suit, proceedings, investigation or litigation pending and served on Contractor which challenges Contractor's authority to execute, deliver or perform, or the validity or enforceability of, this Agreement and the other related documents to which Contractor is a party, or which challenges the authority of Contractor official executing this Agreement or the other related documents.
- 6. Contractor is in material compliance with all laws, regulations and ordinances applicable to Contractor or its activities in connection with this Agreement and the other related documents.

7. Contractor is a financially viable and capable entity and fully able to perform its obligations under this Agreement, including the securing of any required bonds or other sureties required by this Agreement.

9. CHANGES IN THE WORK.

Consistent with the Services that Contractor has agreed to provide as set forth in this Agreement, Contractor will address comments received from the Owners by modifying the design of the Project, at no additional cost to the Owners except to the extent such design modification reflects a change in the Program or the scope, character or extent of the Services. Contractor shall be entitled to additional compensation if a design modification is required due to Owners' change of the Program or change in the scope, character or extent of the Services. If the Owners, by a written order, make changes to the scope, character or extent of Services or modify the Program, thereby causing an increase or decrease in the cost of, or the time required for, the performance of, the Services, then an equitable adjustment shall be made in the Contract Price and the GMP and/or the Project Schedule. In the event the Parties are unable to agree on the equitable adjustment to the Contract Price and GMP and/or Project Schedule, or both, then Contractor shall proceed with the change in the work, but Contractor may submit a claim for additional compensation or additional time, or both in accordance with the provisions set forth in Section 12 of this Agreement. If the Owners do not accept a claim submitted by Contractor pursuant to this Section 9, the dispute shall be resolved in accordance with the provisions of Section 12 of this Agreement.

10. OWNERSHIP OF PLANS.

All documents, plans, specifications, diagrams, schematics, and other deliverables produced by the Contractor for the School Board and City under this Agreement and all reports, studies, plans, drawings, specifications, designs, renderings and other documents which the Contractor delivers to the School Board or City pursuant to this Agreement shall become, upon payment to Contractor of the Contract Price, as may be modified, the School Board's and City's exclusive property and shall be used exclusively for the School Board's and City's benefit from the date of payment forward unless express written permission is given by the School Board and City. The Contractor shall not publish or disclose those reports, studies, plans or other documents to any entities or persons other than the School Board and City and their representatives without the prior written consent of the School Board and City.

Upon payment of all compensation due to Contractor for all Services that have been performed under this Agreement, all drawings, plans and other documents and data furnished by Contractor to the Owners under this Agreement (collectively, the "Work Product") are deemed to be instruments of service, in which Contractor hereby agrees to transfer and assign to the Owners all right, title and interest, including but not limited to all copyrights, and further to obtain similar transfers and assignments to the Owners from all of Contractor's consultants who produce such Work Product for the Project. This irrevocable transfer and assignment includes but is not limited to Work Product in paper and electronic forms, and all Work Product for the Project that has been or will be prepared or created by or on behalf of Contractor for the Project, and including all rights in and to the copyright throughout the world and any renewals or extensions thereof, as well as any and all derivations, modifications, changes, translations, revisions, elaborations, adaptations or transformations of the Work Product.

The Work Product may be used or reused by the Owners only for the Project. The Owners have the right, internally or by and through other design professionals, to modify the Work Product prepared by Contractor for use in connection with the Project without Contractor's written consent; provided, however, Contractor and its design professionals shall not be liable for and shall be indemnified by Owners and held harmless against any claims relating to the Work Product if such Work Product or any modification thereof is used by Owners or any other person on the Project following Contractor's termination or if used by Owners or any other person on any extension of the Project or any other project without Contractor's written consent. Contractor shall ensure that its consultants agree in writing to the transfer and assignment of all ownership rights in the Work Product produced by such consultants that Contractor has agreed to provide to the Owners in this Agreement. Notwithstanding the foregoing, neither Contractor nor its design professionals shall be required to transfer or license any rights in the software or digital design package used in connection with the design of the replacement Maury High School.

The Owners acknowledge that Contractor has developed intellectual property prior to entering into this Agreement, including patents, trade secrets and proprietary rights in techniques and concepts that will not have been conceived or first produced by Contractor in performance of the Services (collectively "Contractor Intellectual Property"). Contractor Intellectual Property is proprietary to Contractor and shall remain Contractor's exclusive property. Contractor hereby grants to the Owners a perpetual, royalty free, paid-up, irrevocable, non-transferable, non-exclusive, license to use Contractor's Intellectual Property in connection with the Project to the extent it is incorporated in any Work Product delivered to the Owners by Contractor pursuant to this Agreement.

11. <u>INDEMNIFICATION.</u>

Contractor shall indemnify, defend and hold harmless Owners against any liabilities, loss, damages or expenses (including reasonable attorneys' fees) incurred by the Owners in connection with any action or proceeding brought by a third party based on any claim that the Work Product, or any part thereof, or the operation or use of the Work Product or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. The Owners shall give prompt written notice to Contractor of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Contractor agrees to keep the Owners informed of all developments in the defense of any such action or proceeding. If the Owners are enjoined from the operation or use of the Work Product, or any part thereof, as the result of any such action or proceeding, Contractor shall at its sole expense take reasonable steps to procure the right for the Owners to use the Work Product. If Contractor cannot so procure such right within a reasonable time, Contractor shall promptly, at Contractor's option and at Contractor's expense, (1) modify the Work Product so as to avoid infringement of any such patent or copyright, (2) replace said Work Product with Work Product that does not infringe or violate any such patent or copyright or (3) terminate this Agreement and its Services hereunder, in which case Owners shall pay Contractor for all Services performed by Contractor prior to such termination. Notwithstanding the foregoing, Contractor shall have no liability or obligation to Owners in respect of any action, suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by the Owners and not initially offered or recommended by Contractor to the Owners or

(ii) arising from modifications to the Work Product by or at the direction of the Owners or their agents.

Contractor acknowledges that the City and School Board are public entities and the site of the replacement Maury High School (the "Site") is owned by a public entity and as such, the Site is immune from mechanic's liens, and Contractor hereby waives any and all mechanic's lien rights it may purport to have, and agrees that it shall neither file nor assert any such lien claims. Additionally, provided that the Owners are not in breach of contractual obligation to make payments to Contractor for the Services performed, Contractor shall indemnify, defend and hold harmless the Owners from any claims or mechanic's liens brought against the Owners or against the Project as a result of the failure of Contractor, or those for whose acts it is liable, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Services. Within three (3) days of receiving written notice from the Owners that such a claim or mechanic's lien has been filed, Contractor shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Contractor fails to do so, the Owners will have the right to discharge the claim or lien and hold Contractor liable for costs and expenses incurred, including attorneys' fees.

To the fullest extent permitted by applicable laws and regulations, Contractor shall indemnify and hold harmless the Owners from and against all liability, costs, losses, and damages (direct and indirect, and including but not limited to all reasonable fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, as well as fines and penalties for violations of federal, state or local laws or regulations) incurred in connection with an action or proceeding brought by a third party arising out of the negligence or willful misconduct of Contractor or any of its subcontractors, suppliers, design consultants or any other individual or entity directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, in the performance of the Services under this Agreement, provided that any such liability, claim, cost, loss or damage is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than to the Work itself), including the loss of use resulting therefrom, except to the extent such injury, sickness, disease, death or property damage or destruction is caused by the negligence or willful misconduct of the Owners or any third party that is not a subcontractor, supplier or design consultant of Contractor or other individual or entity for whose acts Contractor is liable. Provided, further, neither Contractor nor its design professionals shall be liable hereunder for any errors or omissions in connection with the design of the Project unless such errors or omissions constitute a breach of the Standard of Care.

12. DISPUTE RESOLUTION.

<u>Dispute Avoidance</u>: The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Contractor and the Owners each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Project. Contractor shall continue to perform the Services required under the Agreement and the Owners shall continue to satisfy their payment obligations to Contractor, pending the final resolution of any dispute or disagreement between Contractor and the Owners.

Initial Claim: If either Contractor or an Owner believes that it is entitled to relief against the other for any event arising out of or related to the Agreement or related to the Project, such party shall provide written notice of its intent to make a claim to the other party or parties of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and shall be governed in accordance with any specific notice requirements contained elsewhere in this Agreement. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the claiming party becomes aware of the event or condition giving rise to the claim. Such notice of intent shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief; the actual claim shall be made as soon thereafter as possible. All claims by Contractor must be made not later than sixty (60) days after final payment, and must include the specific contractual adjustment or relief requested and the basis of such request. Each party agrees to promptly respond, in writing, to claims of the other party, but no later than sixty (60) days after submission of a fully documented claim. The failure to respond in writing to a claim within sixty (60) days shall constitute the other party's decision to deny the claim. If the claiming party is not satisfied with such decision, it shall undertake the dispute resolution process set forth below.

<u>Litigation</u>: Whenever a party disagrees with the other party's decision on a claim or dispute arising under or related to this Agreement, its sole recourse shall be by filing, within twelve (12) months of date of the other party's decision, an action or suit in the Circuit Court of the City of Norfolk, Virginia, and such aggrieved party may pursue all available appeals from such court. Such court shall have exclusive and binding original jurisdiction and venue over any and all claims arising under this Agreement. THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM BROUGHT HEREUNDER. The parties shall pay their own attorneys' fees in litigation regardless of the outcome of any litigation arising from this Agreement.

Mediation: Prior to filing litigation, the parties shall first endeavor to resolve any disputes or claims between them through direct negotiations, and if such direct negotiations fail, by nonbinding mediation, with the site of the mediation being held in or near the City of Norfolk, Virginia. Within sixty (60) days of receipt of a written notice requesting mediation, Contractor and the Owners shall attend a formal mediation conducted by a single, impartial mediator employed by The McCammon Group or its successor entity. If the parties cannot agree on a mediator, they shall request that the McCammon Group identify a list of five (5) available mediators with experience in construction dispute resolution. The Contractor and Owners shall then each eliminate two (2) potential mediators from the list and thereby agree to conduct the mediation with the remaining mediator. The Parties shall share equally the fees and costs of the mediator and each Party shall bear its own costs involved in participating in the mediation, including its attorneys' fees. If either Party opts to mediate, the Owners and Contractor shall participate in the mediation process in good faith. The process shall be concluded within ninety (90) days of filing of the notice requesting mediation. Should the dispute or claim remain unresolved following mediation or should the time limit for filing litigation set forth in this Agreement occur during the course of mediation, either party may proceed to file litigation in order to preserve its rights, but mediation shall not extend the time period set forth to file litigation.

<u>Injunctive Relief</u>: Nothing in this Agreement shall prevent a party from seeking temporary injunctive or other temporary equitable relief in the Circuit Court of the City of Norfolk, Virginia if circumstances so warrant.

13. ANNUAL APPROPRIATION.

The financial obligations of the Owners contained in this Agreement are subject to annual appropriation by the City Council of the City of Norfolk.

14. FILING WITH AUDITOR OF PUBLIC ACCOUNTS.

Within thirty (30) days after the date of this Agreement, the School Board shall submit a copy of this Agreement to the Auditor of Public Accounts, to the extent required by § 56-575.9(F) or § 56-575.18 of the Code of Virginia.

15. FINANCIAL STATEMENTS.

Contractor agrees to provide the Owners with copies of its complete and current financial statement upon request of either Owner. The financial statements provided need not be audited, but if Contractor does have the financial statements audited, it shall supplement its initial submission of an unaudited financial statement for the year concerned with copies of audited statements within thirty (30) days after they become available. Contractor hereby designates such financial statements as confidential and proprietary information exempt from release under the Virginia Freedom of Information Act and/or the Virginia Public Procurement Act ("public records laws"), subject to and conditioned upon Contractor's invocation of the applicable exemption(s) and procedural requirements associated therewith.

16. PAYMENTS TO SUBCONTRACTORS.

- A. The Contractor shall take one of the two following actions within seven (7) consecutive, calendar days after receiving amounts paid to the Contractor by the School Board or City for work performed by any subcontractor under this Agreement:
 - 1. Pay the subcontractor for the proportionate share of the total payment received from the School Board or City attributable to the work performed by the subcontractor under that subcontract; or
 - 2. Notify the Owners and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment and explain the reason for nonpayment.
- B. The Contractor shall pay interest at the rate of one (1) percent per month to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven (7) consecutive, calendar days following receipt by the Contractor of payment from the School Board or City for work performed by the subcontractor under that subcontract, except for amounts withheld as allowed in subsection A.2. above.
- C. The Contractor shall insert in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

- D. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section shall not be construed to be an obligation of the School Board or City. This Agreement may not be modified for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.
- E. So long as the failure of the Contractor to make prompt payments is not due to the failure of the School Board or City to pay the Contractor, the Contractor shall indemnify and hold the School Board and City harmless for any lawful claims resulting from failure of the Contractor to make prompt payments to all persons supplying the Contractor with equipment, labor, tools or materials in prosecution and completion of the work provided for in the Agreement. In the event of such claims, the School Board or City may, after providing written notice to the Contractor, withhold from any progress and/or final payment the unpaid sum of money deemed sufficient to pay all lawful claims and associated costs in connection with the Agreement.

17. NON-DISCRIMINATION.

Contractor covenants and agrees that during the performance of this Agreement:

- a. Contractor shall conduct its activities in connection with the Project in compliance with all requirements imposed pursuant to Title 2.2, Chapter 42, §§ 4200 et seq. of the Code of Virginia; §§ 2.2-4310 and 2.2-4311 of the Code of Virginia; Titles VI and VII of the Civil Rights Act of 1964, as amended; § 504 of the Rehabilitation Act of 1973, as amended; the Americans with Disabilities Act of 1990, as amended; and all applicable rules and regulations.
- 1. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that it is an equal opportunity employer.
- 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section 17.
- b. Contractor will include the provisions of the foregoing subsections (1), (2) and (3) in every subcontract or purchase order of over \$ 10,000, so that the provisions will be binding upon each subcontractor or vendor.

18. <u>DRUG-FREE WORKPLACE.</u>

a. During the performance of this Agreement, Contractor agrees to (i) provide a drugfree workplace for Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this Section 19, "drug-free workplace" means a site for the performance of work done in connection with this Agreement where the employees of Contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of this Agreement.

- b. Contractor shall also establish, maintain and enforce policies which prohibit the following acts by all Contractor, subcontractor and supplier personnel at the Project:
- 1. The manufacture, distribution, dispensation, possession, or use of alcohol, marijuana or other drugs, except possession and medically prescribed use of prescription drugs; and
- 2. The impairment of judgment or physical abilities due to the use of alcohol, marijuana or other drugs, including impairment from prescription drugs.

19. FEDERAL IMMIGRATION LAW.

Contractor does not, and shall not during the performance of this Agreement knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

20. AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH.

Contractor hereby represents that it is organized as a Kentucky stock corporation and is authorized to transact business in the Commonwealth as a foreign business entity as required by Title 13.1 of the Code of Virginia of 1950, as amended.

21. INDEPENDENT CONTRACTOR.

The parties understand and agree that Contractor, in performing its obligations under this Agreement, shall be deemed an independent contractor and not an agent, employee or partner of the City or School Board or their affiliates, agencies, or departments.

22. GOVERNING LAW AND VENUE.

This Agreement shall be governed by, and construed in accordance with the laws of the Commonwealth of Virginia. Venue shall be in the Circuit Court of the City of Norfolk, Virginia.

23. COUNTERPARTS.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of such counterparts together shall be deemed to be one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for the other counterparts.

24. NOTICES.

A. All notices to the Contractor required or permitted under this Agreement shall be given by mailing the notice by certified U.S. mail, postage prepaid, return receipt requested, to the Contractor addressed to:

Heartland Construction, Inc. 4120 S Military Hwy Chesapeake, VA 23321 Attention: Rhonda Bridgeman

B. All notices to the School Board required or permitted under this Agreement shall be given by mailing the notice by certified U.S. mail, postage prepaid, return receipt requested, to the School Board addressed to:

Superintendent Norfolk Public Schools 800 East City Hall Avenue, Suite 1200 Norfolk, VA 23510

C. All notices to the City required or permitted under this Agreement shall be given by mailing the notice by certified U.S. mail, postage prepaid, return receipt requested, to the City of Norfolk addressed to:

City Manager City of Norfolk 810 Union Street, Room 1100 Norfolk, VA 23510

With copy to:

City Attorney City of Norfolk 810 Union Street, Room 900 Norfolk, VA 23510

D. Notwithstanding the foregoing, notice sent by electronic mail to a party's designated representative other than notice of termination under Paragraph 5 of this Agreement

shall be deemed to have been made in accordance with this Agreement upon acknowledgement of receipt of the recipient.

25. NONWAIVER.

Any Party's waiver or failure to enforce or require performance of any term or condition of this Agreement or such Party's waiver of any particular breach of this Agreement by another Party extends to that instance only. Such waiver or failure is not and shall not be a waiver of any of the terms or conditions of this Agreement or a waiver of any other breaches of the Agreement by another Party and does not bar a Party from requiring the other Party to comply with all the terms and conditions of the Agreement and does not bar a Party from asserting any and all rights and/or remedies it has or might have against the other Party under this Agreement or at law or in equity.

26. NO COLLUSION.

The Contractor represents and warrants that this Agreement has been awarded without collusion or fraud and it has not offered or received any kickbacks or inducements from any other offeror, supplier, or subcontractor in connection with its proposal, and that it has not conferred on any School Board or City employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. Furthermore, the Contractor acknowledges that the provisions, requirements, and prohibitions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Code, pertaining to bidders, offerors, contracts, and subcontractors, are applicable to this Agreement, as are the provisions, requirements, and prohibitions contained in Sections 2.2-3100 through 2.2-3131 of the Virginia Code.

27. COMPLIANCE WITH ALL LAWS.

The Contractor shall comply with all federal, state and local statutes, ordinances, and regulations, now in effect or hereafter adopted, in the performance of the Services. The Contractor represents that is possesses all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for the performance of the Agreement prior to the initiation of Project. If the Contractor is a corporation, it further expressly represents that it is a corporation in good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of the Agreement. The Contractor shall at all times observe all health and safety measures and precautions necessary for the sanitary and safe performance of the Project.

28. AUDIT.

The Contractor shall retain all books, records, and other documents relative to this Agreement for one (1) year after final payment or until audited by the School Board, the City of Norfolk, or the Commonwealth of Virginia, whichever is sooner. The School Board or City and their authorized agents may, at their option and expense, during normal business hours in compliance with Contractor's security procedures and without unreasonably interfering with the business of Contractor, audit the Contractor's records directly related to Contractor's compliance

with this Agreement at any time during the term of the Agreement or for a period of one (1) year thereafter; provided, however, neither Owners nor their auditors shall be entitled to review any proprietary or confidential information of Contractor not required to confirm Contractor's compliance with its obligations under this Agreement. The Contractor shall cooperate with Owner's or City's auditor and provide the documentation the auditor reasonably deems necessary for the above purposes in a timely and organized manner and the Contractor will be reasonably compensated for the costs associated with the audit. Auditors from the School Board, the City of Norfolk, and/or the Commonwealth of Virginia shall have full access to, and the right to examine, all such books, records, and other documents directly relating to Contractor's compliance with its obligations under this Agreement during said period. Upon request from the School Board or City, all such documents shall be turned over to the School Board or City, subject to any confidentiality agreement reasonably required by Contractor .

29. THE OWNER; ASSIGNMENT OF CONTRACT.

All rights and obligations of the Owner or Owners hereunder shall inure to the benefit of, and shall be binding upon, the City and School Board. With respect to any matters requiring the decision or action of the Owner or Owners, the City and School Board will determine between them which entity will undertake to make such decision or take such action and so notify Contractor in writing, which notice shall be binding upon both the City and School Board. Any decision communicated or other action taken by either the City or School Board in respect of this Agreement, including without limitation any obligation or commitment made to Contractor, shall be binding upon and enforceable against both the City and School Board.

Neither this Agreement nor the Contractor's obligations under this Agreement may be assigned or transferred without the School Board's and City's prior written consent, which consent may be withheld in the School Board's or City discretion. Contractor may subcontract the performance of Services consistent with its historic practices. Any and all rights and obligations arising under this Agreement may be assigned by the School Board to the City of Norfolk to each other at any time and at any reason at the School Board's and City's sole discretion.

30. CRIMES AGAINST CHILDREN.

- A. The Contractor acknowledges that the provision of Services under the Agreement may require the Contractor, its employees or other persons that will provide services under this Agreement to have direct contact with Norfolk Public Schools students. Therefore, Contractor hereby certifies that neither Contractor, its employees nor any person that will provide Services on its behalf under this Agreement who will have direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of: (i) any violent felony set forth in the definition of barrier crime in Va. Code § 19.2-392.02(A); (ii) any offense involving the sexual molestation or physical or sexual abuse or rape of a child; or (iii) any crime of moral turpitude.
- B. The Contractor understands that, pursuant to Va. Code §22.1-296.1, making a materially false statement regarding offenses referenced in Section (A) above is a Class I misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required

to provide such services. Norfolk Public Schools shall not be liable for materially false statements regarding the certifications required under the Agreement.

31. <u>INTENTIONALLY OMITTED</u>.

32. <u>ENTIRE CONTRACT; AMENDMENT.</u>

This Agreement constitutes the entire and integrated agreement between and among the Parties. No representations, inducements, promises or agreements, oral or written, between the parties not embodied herein shall be of any force or effect. No amendment to the Agreement shall be binding on any of the Parties unless such amendment is in writing and such amendment is executed by the Parties.

[Signature Page Follows]

IN WITNESS WHEREOF the undersigned have executed this contract on the dates set forth beside their respective signatures.

NORFOLK		
By:		
Superintendent of Schools		
CITY OF NORFOLK, VIRGINIA		
By:		
ATTEST:		
City Clerk		
Approved as to Content:		
Director of Public Works		
Approved as to Form and Correctness:		
Deputy City Attorney		

SCHOOL BOARD OF THE CITY OF

HEARTLAND CONSTRUCTION INC.

By:_____ President

<u>CERTIFICA</u>	TION OF FUNDING	
I hereby certify that the money required for the credit of the fund from which it is to be	•	•
Account No.:	_	
Amount \$	_	
Contract #	_	
Vendor Code:	_	
Business License #:	_	
		, 2025
30909861v4	Director of Finance	Date



Standard Form of Agreement Between Owner and Design-Builder

EXHIBIT A

AGREEMENT made as of the Eighth day of July in the year Two Thousand Twenty-(In words, indicate day, month and year.)

BETWEEN the Owners:

(Name, legal status, address and other information)

City of Norfolk 810 Union St Norfolk, VA 23510 757-664-4600

School Board of the City of Norfolk Norfolk, VA 23510

and the Design-Builder:

(Name, legal status, address and other information)

Heartland Construction, Inc. 4210 S. Military Highway Chesapeake, VA 23321 757-961-2880

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

Construction of Replacement Maury High School and Supporting Facilities

This Agreement is Exhibit A to the Comprehensive Agreement ("Comprehensive Agreement") executed contemporaneously by the Owners and Contractor.

The Owners and Design-Builder agree as follows. The term "Owner" shall refer to the City of Norfolk and the School Board of the City of Norfolk as set forth in the Comprehensive Agreement.

ADDITIONS AND DELETIONS:

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

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

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 COMPENSATION AND PROGRESS PAYMENTS
- 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT
- 4 WORK PRIOR TO EXECUTION OF THE COMPREHENSIVE AGREEMENT
- 5 WORK FOLLOWING EXECUTION OF THE COMPREHENSIVE AGREEMENT
- 6 CHANGES IN THE WORK
- 7 OWNER'S RESPONSIBILITIES
- 8 TIME
- 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 UNCOVERING AND CORRECTION OF WORK
- 12 COPYRIGHTS AND LICENSES
- 13 TERMINATION OR SUSPENSION
- 14 CLAIMS AND DISPUTE RESOLUTION
- 15 MISCELLANEOUS PROVISIONS
- 16 SCOPE OF THE AGREEMENT

TABLE OF EXHIBITS

- A DESIGN-BUILD AMENDMENT
- **B** INSURANCE AND BONDS
- C RATE SHEETS FOR DESIGN-BUILDER AND ARCHITECT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Owner's Criteria

This Agreement is based on the Owner's Criteria set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable" or "unknown at time of execution." If the Owner intends to provide a set of design documents, and the requested information is contained in the design documents, identify the design documents and insert "see Owner's design documents" where appropriate.)

§ 1.1.1 The Owner's program for the Project:

(Set forth the program, identify documentation in which the program is set forth, or state the manner in which the program will be developed.)

See Exhibit C to Comprehensive Agreement.

§ 1.1.2 The Owner's design requirements for the Project and related documentation:

(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including

any performance specifications for the Project.)

See Exhibit C to Comprehensive Agreement.

§ 1.1.3 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

See Exhibit C to Comprehensive Agreement.

§ 1.1.4 The Owner's anticipated Sustainable Objective for the Project, if any:

(Identify the Owner's Sustainable Objective for the Project such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency. If the Owner identifies a Sustainable Objective, incorporate AIA Document A141TM_2014, Exhibit C, Sustainable Projects, into this Agreement to define the terms, conditions and Work related to the Owner's Sustainable Objective.)

Comply with Commonwealth of Virginia High-Performance Buildings Act (HB2001).

§ 1.1.5 Incentive programs the Owner intends to pursue for the Project, including those related to the Sustainable Objective, and any deadlines for receiving the incentives that are dependent on, or related to, the Design-Builder's services, are as follows:

(Identify incentive programs the Owner intends to pursue for the Project and deadlines for submitting or applying for the incentive programs.)

None

§ 1.1.6 The Owner's budget for the Work to be provided by the Design-Builder is set forth below: (Provide total for Owner's budget, and if known, a line item breakdown of costs.)

See Comprehensive Agreement

§ 1.1.7 The Owner's design and construction milestone dates: See Comprehensive Agreement, Paragraph 4.

§ 1.1.8 The Owner requires the Design-Builder to retain the following Architect, Consultants and Contractors at the Design-Builder's cost:

(List name, legal status, address and other information.)

.1 Architect

As indicated in Interim Agreement (Exhibit C to Comprehensive Agreement).

§ 1.1.9 Additional Owner's Criteria upon which the Agreement is based:

(Identify special characteristics or needs of the Project not identified elsewhere, such as historic preservation requirements.)

See Exhibit C to Comprehensive Agreement.

§ 1.1.10 The Design-Builder shall confirm that the information included in the Owner's Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 1.1.10.1 If the Owner's Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the conflict.

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User Notes:

§ 1.1.11 If there is a change in the Owner's Criteria, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 1.1.12 If the Owner and Design-Builder intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions. Unless otherwise agreed, the parties will use AIA Document E203TM–2013 to establish the protocols for the development, use, transmission, and exchange of digital data and building information modeling.

§ 1.2 Project Team

§ 1.2.1 The Owner identifies the following representative in accordance with Section 7.1.1: (List name, address and other information.)

Karen Califano 810 Union St Norfolk, VA 23510 810 Union St., 7th Floor, Norfolk, VA 23510 Karen.Califano@norfolk.gov

§ 1.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows:

(List name, address and other information.)

TBD

§ 1.2.3 The Owner will retain the following consultants and separate contractors: (List discipline, scope of work, and, if known, identify by name and address.)

TBD

§ 1.2.4 The Design-Builder identifies the following representative in accordance with Section 3.1.2: (*List name, address and other information.*)

Rhonda Bridgeman Heartland Construction, Inc. 4210 S. Military Highway Chesapeake, VA 23321 rhonda@hciva-gc.com

§ 1.2.5 Neither the Owner's nor the Design-Builder's representative shall be changed without ten days' written notice to the other party.

§ 1.3 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 14.3, the method of binding dispute resolution shall be the following:

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

	Arbitration pursuant to Section 14.4
[]	Litigation in a court of competent jurisdiction
[X]	Other: (Specify)

Litigation in the Circuit Court for the City of Norfolk, VA

§ 1.4 Definitions

In addition to the Definitions in the Standard General Conditions of the Agreement between Owner and Design/Builder ("General Conditions"), Exhibit B to the Comprehensive Agreement , the following Definitions apply to the Comprehensive Agreement

- § 1.4.1 Contract Documents. The Contract Documents are defined in the Comprehensive Agreement, Paragraph. 1.
- § 1.4.2 The Contract. The Contract Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.
- § 1.4.3 The Work. See Definition in General Conditions, Sec. 1.01
- § 1.4.4 The Project. The Project is the total design and construction of which the Work performed under the Contract Documents may be the whole or a part, and may include design and construction by the Owner and by separate contractors.
- § 1.4.5 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Contractor(s), Architect, and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.
- § 1.4.6 Submittal.

See Definition in General Conditions, Sec. 1.01.

§ 1.4.7 Owner.

See Definition in General Conditions, Sec. 1.01.

- § 1.4.8 Design-Builder. See Definition in General Conditions, Sec. 1.01.
- § 1.4.9 Consultant. A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work, and is referred to throughout the Contract Documents as if singular in number. To the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.
- § 1.4.10 Architect. See Definition in General Conditions, Sec. 1.01.
- § 1.4.11 Contractor. A Contractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor is referred to throughout the Contract Documents as if singular in number and means a Contractor or an authorized representative of the Contractor.
- § 1.4.12 Confidential Information. Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential."
- § 1.4.13 Contract Time. See Definition in General Conditions, Sec. 1.01. Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, as set forth in the Comprehensive Agreement.
- § 1.4.14 Day. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 1.4.15 Contract Sum or Contract Price. See Definition in General Conditions, Sec. 1.01.

ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

Omitted. See Comprehensive Agreement and General Conditions Article 13

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ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT § 3.1 General

- § 3.1.1 The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.
- § 3.1.2 The Design-Builder shall designate in writing a representative who is authorized to act on the Design-Builder's behalf with respect to the Project.
- § 3.1.3 The Design-Builder shall perform the Work in accordance with the Contract Documents. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Contract Documents by the activities, tests, inspections or approvals of the Owner.
- § 3.1.3.1 The Design-Builder shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.
- § 3.1.3.2 Neither the Design-Builder nor any Contractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.
- § 3.1.4 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Contractors, and their agents and employees, and other persons or entities performing portions of the Work.
- § 3.1.5 General Consultation. The Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.
- § 3.1.6 When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified, licensed professionals. The Owner understands and agrees that the services of the Design-Builder's Architect and the Design-Builder's other Consultants are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder.
- § 3.1.7 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain

necessary approvals of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Progress Reports

§ 3.1.8.1 The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of outstanding Submittals;
- .4 Responses to requests for information to be provided by the Owner;
- .5 Approved Change Orders and Change Directives;
- **.6** Pending Change Order and Change Directive status reports;
- .7 Tests and inspection reports;
- .8 Status report of Work rejected by the Owner;
- .9 Status of Notice of Intent to File a Claim previously submitted in accordance with Article 14;
- .10 Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;
- .11 Current Project cash-flow and forecast reports; and
- .12 Additional information as agreed to by the Owner and Design-Builder.

§ 3.1.8.2 In addition, where the Contract Sum is the Cost of the Work with or without a Guaranteed Maximum Price, the Design-Builder shall include the following additional information in its progress reports:

- .1 Design-Builder's work force report;
- .2 Equipment utilization report; and
- .3 Cost summary, comparing actual costs to updated cost estimates.

§ 3.1.9 Design-Builder's Schedules

In addition to the requirements of the Comprehensive Agreement and Sections 2.04 and 2.06 of the General Conditions, the following procedures shall apply to Design-Builder's Schedules.

§ 3.1.9.1 The Design-Builder, promptly after execution of this Agreement, shall prepare and submit for the Owner's information a schedule for the Work. The Initial Schedule, including the time required for design and construction, shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.9.2 The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

§ 3.1.10 Certifications. Upon the Owner's written request, the Design-Builder shall obtain from the Architect, Consultants, and Contractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Architect, Consultants, and Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Contract Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Design-Builder's Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 3.1.11 Design-Builder's Submittals

In addition to the requirements of Sec. 6.17 of the General Conditions, the following procedures shall apply to Design-Builder's Submittals:

§ 3.1.11.1 Prior to submission of any Submittals, the Design-Builder shall prepare a Submittal schedule, and shall submit the schedule for the Owner's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Design-Builder's schedule provided in Section 3.1.9.1, (2) allow

the Owner reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. If the Design-Builder fails to submit a Submittal schedule, the Design-Builder shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of Submittals.

- § 3.1.11.2 By providing Submittals the Design-Builder represents to the Owner that it has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents.
- § 3.1.11.3 The Design-Builder shall perform no portion of the Work for which the Contract Documents require Submittals until the Owner has approved the respective Submittal.
- § 3.1.11.4 The Work shall be in accordance with approved Submittals except that the Design-Builder shall not be relieved of its responsibility to perform the Work consistent with the requirements of the Contract Documents. The Work may deviate from the Contract Documents only if the Design-Builder has notified the Owner in writing of a deviation from the Contract Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval of the Submittals.
- § 3.1.11.5 All professional design services or certifications to be provided by the Design-Builder, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.
- § 3.1.12 Warranty. See General Conditions Sec. 6.20

§ 3.1.13 Royalties, Patents and Copyrights

See Sec. 6.07 of the General Conditions

§ 3.1.14 Indemnification

§ 3.1.14.1 See Comprehensive Agreement and General Conditions, Sec. 6.21.A.

§ 3.1.14.2 The indemnification obligation under this Section 3.1.14 and the General Conditions shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.1.15 Contingent Assignment of Agreements

- § 3.1.15.1 Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that
 - 1 assignment is effective only after termination of the Contract by the Owner for cause, pursuant to Sections 13.1.4 or 13.2.2, and only for those agreements that the Owner accepts by written notification to the Design-Builder and the Architect, Consultants, and Contractors whose agreements are accepted for assignment; and
 - **.2** assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

- § 3.1.15.2 Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.
- § 3.1.15.3 Upon such assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's

obligations under the agreement.

§ 3.1.16 Design-Builder's Insurance and Bonds. The Design-Builder shall purchase and maintain insurance and provide bonds as set forth in General Conditions, Article 5.

ARTICLE 4 WORK PRIOR TO EXECUTION OF THE COMPREHENSIVE AGREEMENT Omitted

ARTICLE 5 WORK FOLLOWING EXECUTION OF THE COMPREHENSIVE AGREEMENT

§ 5.1 Construction Documents

§ 5.1.1 Upon the execution of the Comprehensive Agreement, the Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Contract Documents.

§ 5.1.2 The Design-Builder shall provide the Construction Documents to the Owner for the Owner's information. If the Owner discovers any deviations between the Construction Documents and the Contract Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Contract Documents unless the Owner and Design-Builder execute a Modification. The failure of the Owner to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Contract Documents.

§ 5.2 Construction

§ 5.2.1 Commencement. Except as permitted in Section 5.2.2, construction shall not commence prior to execution of the Comprehensive Agreement.

§ 5.2.2 Omitted

§ 5.2.3 The Design-Builder shall supervise and direct the Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 5.2.4 The Design-Builder shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 5.3 Labor and Materials

- § 5.3.1 Unless otherwise provided in the Contract Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.
- § 5.3.2 When a material or system is specified in the Contract Documents, the Design-Builder may make substitutions only in accordance with Article 6, 9, and 11 of the General Conditions and 7.3 of the A141.
- § 5.3.3 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 5.4 Taxes

See General Conditions, Sec. 6.10

§ 5.5 Permits, Fees, Notices and Compliance with Laws

- § 5.5.1 See Sections 6.08 and 8.01 of the General Conditions, except permits and fees to be handled by allowances in Exhibit C.
- § 5.5.2 The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to performance of the Work.
- § 5.5.3 Concealed or Unknown Conditions. See Section 4.02 of the General Conditions
- § 5.5.4 If, in the course of the Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Contract Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 14.

§ 5.6 Allowances

§ 5.6.1 See Sec. 10.02 of the General Conditions

§ 5.7 Key Personnel, Contractors and Suppliers

- § 5.7.1 The Design-Builder shall not employ personnel, or contract with Contractors or suppliers to whom the Owner has made reasonable and timely objection. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has made reasonable and timely objection.
- § 5.7.2 If the Design-Builder changes any of the personnel, Contractors or suppliers identified in the Comprehensive Agreement, the Design-Builder shall notify the Owner and provide the name and qualifications of the new personnel, Contractor or supplier. The Owner may reply within 14 days to the Design-Builder in writing, stating (1) whether the Owner has reasonable objection to the proposed personnel, Contractor or supplier or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.
- § 5.7.3 Except for those persons or entities already identified or required in the Comprehensive Agreement, the Design-Builder, as soon as practicable after execution of the Comprehensive Agreement, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within 14 days to the Design-Builder in

writing stating (1) whether the Owner has reasonable objection to any such proposed person or entity or (2) that the Owner requires additional time for review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3.1 If the Owner has reasonable objection to a person or entity proposed by the Design-Builder, the Design-Builder shall propose another to whom the Owner has no reasonable objection. If the rejected person or entity 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 person or entity's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Design-Builder has acted promptly and responsively in submitting names as required.

§ 5.8 Documents and Submittals at the Site

The Design-Builder shall maintain at the site for the Owner one copy of the Contract Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Design-Builder shall deliver these items to the Owner in accordance with Section 9.10.2 as a record of the Work as constructed.

§ 5.9 Use of Site

The Design-Builder 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.

§ 5.10 Cutting and Patching

The Design-Builder shall not cut, patch or otherwise alter fully or partially completed construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work.

§ 5.11 Cleaning Up

§ 5.11.1 The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 5.11.2 If the Design-Builder fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Design-Builder.

§ 5.12 Access to Work

See Sec. 12.02 of the General Conditions.

§ 5.13 Construction by Owner or by Separate Contractors

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

§ 5.13.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces; and to award separate contracts in connection with other portions of the Project, or other construction or operations on the site, under terms and conditions identical or substantially similar to this Contract, including those terms and conditions related to insurance and waiver of subrogation. The Owner shall notify the Design-Builder promptly after execution of any separate contract. If the Design-Builder claims that delay or additional cost is involved because of such action by the Owner, the Design-Builder shall make a Claim as provided in Article 14.

§ 5.13.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Design-Builder" in the Contract Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.

§ 5.13.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder, separate contractors and the Owner until subsequently revised.

§ 5.13.1.4 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 separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Design-Builder under the Contract.

§ 5.14 Mutual Responsibility

- § 5.14.1 The Design-Builder 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 Design-Builder's construction and operations with theirs as required by the Contract Documents.
- § 5.14.2 If part of the Design-Builder's Work depends upon construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying 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 Design-Builder's Work. Failure of the Design-Builder to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.
- § 5.14.3 The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Design-Builder's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.
- § 5.14.4 The Design-Builder shall promptly remedy damage the Design-Builder wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.
- § 5.14.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Design-Builder has with respect to the construction of the Owner or separate contractors in Section 5.10.

§ 5.15 Owner's Right to Clean Up

If a dispute arises among the Design-Builder, 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 will allocate the cost among those responsible.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 General

- § 6.1.1 See Sections 9.01 and 9.02 of the General Conditions.
- § 6.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.
- § 6.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order or Change Directive.

§ 6.2 Change Orders

A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

- The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 6.3 Change Directives

§ 6.3.1 A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the Comprehensive Agreement, the adjustment in the Design-Builder's compensation, or Contract Time. The Owner may by 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 or, if prior to execution of the Comprehensive Agreement, the adjustment in the DesignBuilder's compensation, and Contract Time being adjusted accordingly.

- § 6.3.2 A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.
- § 6.3.3 If the Change Directive provides for an adjustment to the Contract Sum or, if prior to execution of the Comprehensive Agreement, an adjustment in the Design-Builder's compensation, the adjustment shall be based on one of the following methods:
 - .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
 - Unit prices stated in the Contract Documents or subsequently agreed upon;
 - Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
 - As provided in Section 6.3.7.
- § 6.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Design-Builder, the applicable unit prices shall be equitably adjusted.
- § 6.3.5 Upon receipt of a Work Change Directive or Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or, if prior to execution of the Comprehensive Agreement, the adjustment in the Design-Builder's compensation, or Contract
- § 6.3.6 A Change Directive signed by the Design-Builder indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum or, if prior to execution of the Comprehensive Agreement, the adjustment in the Design-Builder's compensation, and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
- § 6.3.7 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum or, if prior to execution of the Comprehensive Agreement, the method for adjustment in the Design-Builder's compensation, the Owner shall initially determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 6.3.3.3, the Design-Builder 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 6.3.7 shall be limited to the following:
 - Additional costs of professional services;
 - Costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
 - Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
 - Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;
 - .5 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work: and
 - .6 Additional costs of supervision and field office personnel directly attributable to the change.
- § 6.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum or, if prior to execution of the Comprehensive Agreement, in the Design-Builder's compensation, shall be actual net cost. 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.
- § 6.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an

interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum or, if prior to execution of the Comprehensive Agreement, the Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 14.

§ 6.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum or, if prior to execution of the Comprehensive Agreement, the adjustment in the Design-Builder's compensation and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

ARTICLE 7 OWNER'S RESPONSIBILITIES

In addition to the Owner Responsibilities stated in Art. 8 of the General Conditions, the following requirements shall apply:

§ 7.1 General

- § 7.1.1 The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all Project matters requiring the Owner's approval or authorization.
- § 7.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule agreed to by the Owner. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder 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.

§ 7.2 Information and Services Required of the Owner

- § 7.2.1 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness.
- § 7.2.2 The Owner shall provide, to the extent under the Owner's control and if not required by the Contract Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site. Upon receipt of a written request from the Design-Builder, the Owner shall also provide surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site under the Owner's control.
- § 7.2.3 The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project. Design-Builder shall not be responsible for unknown utility conflicts as provided in Article 4.02 of the General Conditions.
- § 7.2.4 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses and inspections.
- § 7.2.5 The services, information, surveys and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense, and except as otherwise specifically provided in this Agreement or elsewhere in the Contract Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely upon the accuracy and completeness thereof. In no event shall the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work.
- § 7.2.6 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Contract Documents, the Owner shall give prompt written notice thereof to the Design-Builder.
- § 7.2.7 Prior to the execution of the Comprehensive Agreement, the Design-Builder may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract Documents and the Design-Builder's Proposal. Thereafter, the Design-Builder may only request such evidence if (1) the Owner fails to make payments to the Design-Builder as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Design-Builder identifies in writing a reasonable

concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.

§ 7.2.8 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder.

§ 7.2.9 Unless required by the Contract Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of geotechnical engineers or other consultants for investigation of subsurface, air and water conditions when such services are reasonably necessary to properly carry out the design services furnished by the Design-Builder. In such event, the Design-Builder shall specify the services required. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

§ 7.2.10 Omitted

§ 7.3 Submittals

§ 7.3.1 The Owner shall review and approve or take other appropriate action on Submittals. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities; or for substantiating instructions for installation or performance of equipment or systems; or for determining that the Submittals are in conformance with the Contract Documents, all of which remain the responsibility of the Design-Builder as required by the Contract Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Owner's judgment to permit adequate review. The Owner's review of Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.11, 3.1.12, and 5.2.3. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 7.3.2 Upon review of the Submittals required by the Contract Documents, the Owner shall notify the Design-Builder of any non-conformance with the Contract Documents the Owner discovers.

§ 7.4 Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make onsite inspections to check the quality or quantity of the Work. The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Design-Builder's rights and responsibilities under the Contract Documents.

§ 7.5 The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Contract Documents. The Owner shall not have control over or charge of, and will not be responsible for acts or omissions of the Design-Builder, Architect, Consultants, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.

§ 7.6 The Owner has the authority to reject Work that does not conform to the Contract Documents. The Owner shall have authority to require inspection or testing of the Work in accordance with Section 15.5.2, whether or not such Work is fabricated, installed or completed. However, neither this authority of the 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 Owner to the Design-Builder, the Architect, Consultants, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 7.7 The Owner shall determine the date or dates of Substantial Completion in accordance with Section 9.8 and the date of final completion in accordance with Section 9.10.

§ 7.8 Owner's Right to Stop Work

See Article 12.05 of the General Conditions.

§ 7.9 Owner's Right to Carry Out the Work

See Article 12.09 of the General Conditions.

ARTICLE 8 TIME

§ 8.1 Progress and Completion

§ 8.1.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Comprehensive Agreement the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.1.2 The Design-Builder shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Design-Builder's failure to obtain insurance required under this Contract.

§ 8.1.3 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2 Delays and Extensions of Time

§ 8.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of a consultant or separate contractor employed by the Owner; or by changes ordered in the Work by the Owner; or by labor disputes, fire, unusual delay in deliveries, unavailability of equipment or materials required for the project, unavoidable casualties or other causes beyond the Design-Builder's control; or by delay authorized by the Owner pending mediation and binding dispute resolution or by other causes that the Owner determines may justify delay, then the Contract Time shall be extended by Change Order.

§ 8.2.2 Claims relating to time shall be made in accordance with Article 11.02 of the General Conditions and Paragraph 11 of the Comprehensive Agreement.

§ 8.2.3 This Section 8.2 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION

§ 9.1 Contract Sum or Contract Price

The Contract Sum or Contract Price is stated in the Comprehensive Agreement.

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

See Section 13.02 and 13.03 of the General Conditions

§ 9.4 Not Used

§ 9.5 Not Used

§ 9.6 Progress Payments

See Comprehensive Agreement and Sec. 13.03 of the General Conditions

§ 9.7 Not Used

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 9.8.

§ 9.8.2 Procedures for the Design-Builder to use to request the Owner to issue a Certificate of Substantial Completion are specified in Sec. 13.05 of the General Conditions.

§ 9.8.3 Not Used

- § 9.8.4 Prior to issuance of the Certificate of Substantial Completion under Section 9.8.5, the Owner shall obtain property insurance covering the property, and Owner shall assume risk of loss for the building. Design-Builder shall be named an additional insured on such policy.
- § 9.8.5 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.
- § 9.8.6 Upon the Owner's issuance of the Certificate of Substantial Completion, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner's and Design-Builder's rights and responsibilities for partial use of a portion of the Work prior to Substantial Completion are specified in Sec. 13.06 of the General Conditions.

§ 9.10 Final Completion and Final Payment

The procedures for Final Inspection and Final Payment are specified in sec. 13.07 and 13.08 of the General Conditions.

§ 9.10.2 Not Used

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner and the Design-Builder shall proceed as specified in Sec. 13.09 of the General Conditions.

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

- liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Design-Builder's responsibilities for Safety and Protection of Persons and Property are specified in Sec. 16.13 and 16.14 of the General Conditions.

§ 10.3 Hazardous Materials

§ 10.3.1 The Parties' responsibilities and the procedures to be used if Hazardous Materials or Hazardous Environmental Conditions are encountered at the Project Site are specified in Sec. 4.04 of the General Conditions.

§ 10.4 Emergencies

The procedures to be followed in the event of an Emergency is encountered by Design-Builder or Owner are specified in Sec. 6.15 of the General Conditions.

ARTICLE 11 UNCOVERING AND CORRECTION OF WORK § 11.1 Uncovering of Work

The procedures applicable to Owner's direction to the Design-Builder to uncover any portion of the Work or Construction are specified in Sec. 12.04 of the General Conditions.

§ 11.2 Correction of Work

The rights and responsibilities of the Owner and Design-Builder, the procedures to be followed for correction of the Work are specified in Sec. 12.06 of the General Conditions.

§ 11.3 Acceptance of Nonconforming Work

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

ARTICLE 12 COPYRIGHTS AND LICENSES

In addition to the provisions of Sec. 6.07 of the General Conditions, the following provisions shall apply:

- § 12.1 Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Contractors, and any other person or entity providing services or work for any of them, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Design-Builder and the Architect, Consultants, and Contractors, and any other person or entity providing services or work for any of them.
- § 12.2 The Design-Builder and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.
- § 12.3 Upon execution of the Agreement, the Design-Builder grants to the Owner a limited, irrevocable and nonexclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under the Contract Documents. The license granted under this section permits the Owner to authorize its consultants and separate contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Design-Builder rightfully terminates this Agreement for cause as provided in Section 13.1.4 or 13.2.1 the license granted in this Section 12.3 shall terminate.
- § 12.3.1 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Contractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 12. The Design-Builder's licenses from the Architect and its Consultants and Contractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Contractors terminate their agreements with the Design-Builder for cause, to obtain a limited, irrevocable and non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant or Contractor all amounts due, and (2) provide the Architect, Consultant or Contractor with the Owner's written agreement to indemnify and hold harmless the Architect, Consultant or Contractor from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise

from the Owner's alteration or use of the Instruments of Service.

§ 12.3.2 In the event the Owner alters the Instruments of Service without the author's written authorization or uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all claims and causes of action arising from or related to such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service under this Section 12.3.2. The terms of this Section 12.3.2 shall not apply if the Owner rightfully terminates this Agreement for cause under Sections 13.1.4 or 13.2.2.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination or Suspension Prior to Execution of the Comprehensive Agreement

- § 13.1.1 If the Owner fails to make payments to the Design-Builder for Work prior to execution of the Comprehensive Agreement in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven days' written notice to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.
- § 13.1.2 If the Owner suspends the Project, the Design-Builder shall be compensated for the Work performed prior to notice of such suspension. When the Project is resumed, the Design-Builder shall be compensated for expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.
- § 13.1.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Design-Builder, the Design-Builder may terminate this Agreement by giving not less than seven days' written notice.
- § 13.1.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- § 13.1.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Design-Builder for the Owner's convenience and without cause.
- § 13.1.6 In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to termination, together with Reimbursable Expenses then due and any other expenses directly attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 13.1.6 be greater than the compensation set forth in Section 2.1.

§ 13.2 Termination or Suspension Following Execution of the Comprehensive Agreement

The rights and responsibilities of the Owner and Design-Builder, and the procedures for Termination or Suspension of the Work and this Agreement following execution of the Comprehensive Agreement are specified in Article 14 of the General Conditions.

ARTICLE 14 CLAIMS AND DISPUTE RESOLUTION

§ 14.1 Claims

§ 14.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. The respective rights and responsibilities of the Owner and Design-Builder with regard to Claims, and procedures for making of Claims, are specified in Sec. 9.03 of the General Conditions.

§ 14.1.2 Claims for Additional Time

§ 14.1.2.1 If the Design-Builder intends to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Design-Builder's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

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

§ 14.1.3 Claims for Consequential Damages

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

- 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;
- .2 damages incurred by the Design-Builder 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 13. Nothing contained in this Section 14.1.3 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 14.3 Not Used

ARTICLE 15 MISCELLANEOUS PROVISIONS § 15.1 Not Used

§ 15.2 Not Used

§ 15.3 Not Used

§ 15.4 Rights and Remedies

§ 15.4.1 Duties and obligations imposed by the Contract Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 15.4.2 No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 15.5 Tests and Inspections

The respective rights and responsibilities of Owner and Design-Builder, and the procedures for Tests and Inspections of the Work, are specified in Article 12 of the General Conditions.

§ 15.6 Confidential Information

If the Owner or Design-Builder transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 15.6.1.

§ 15.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract.

§ 15.7 Capitalization

Terms capitalized in the Contract 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.

§ 15.8 Interpretation

§ 15.8.1 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.

§ 15.8.2 Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

ARTICLE 16 SCOPE OF THE AGREEMENT

§ 16.1 This Agreement is comprised of the following documents listed below:

- AIA Document A141TM–2014, Standard Form of Agreement Between Owner and Design-Builder
- Exhibit B, Owner Insurance .2
- Exhibit C, Rate Schedule
- Other:

None

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

OWNER (Signature) **DESIGN-BUILDER** (Signature) BY: Patrick Roberts BY: Rhonda Bridgeman (Printed name and title) (Printed name and title)

City Manager

Chief Executive Officer

Additions and Deletions Report for

AIA® Document A141® – 2014

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:17:14 EDT on 07/10/2025.

Changes to original AIA text

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EXHIBIT A

BETWEEN the Owners:

(Name, legal status, address and other information)

School Board of the City of Norfolk Norfolk, VA 23510

This Agreement is Exhibit A to the Comprehensive Agreement ("Comprehensive Agreement") executed contemporaneously by the Owners and Contractor.

The Owners and Design-Builder agree as follows.

The term "Owner" shall refer to the City of Norfolk and the School Board of the City of Norfolk as set forth in the Comprehensive Agreement.

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- 4 WORK PRIOR TO EXECUTION OF THE COMPREHENSIVE AGREEMENTDESIGN-BUILD AMENDMENT
- 5 WORK FOLLOWING EXECUTION OF THE COMPREHENSIVE AGREEMENTDESIGN-BUILD AMENDMENT
- C RATE SHEETS FOR DESIGN-BUILDER AND ARCHITECTSUSTAINABLE PROJECTS

- § 1.1.7 The Owner's design and construction milestone dates: See Comprehensive Agreement-, Paragraph 4.3
 - .1 Design phase milestone dates:
 - .2 Submission of Design Builder Proposal:
 - .3 Phased completion dates:
 - .4 Substantial Completion date:
 - .5 Other milestone dates:

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§ 1.1.12 If the Owner Design Builder and Design-Builder Contractor intend to transmit Instruments of Service or any other information or documentation in digital form, or utilize building information modeling, they shall endeavor to establish necessary protocols governing such transmissions. Unless otherwise agreed, the parties will use AIA Document E203TM-2013 to establish the protocols for the development, use, transmission, and exchange of digital data and building information modeling. written protocols governing the development, use, transmission, reliance, and exchange of digital data, including building information modeling.

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In addition to the Definitions in the Standard General Conditions of the Agreement between Owner and Design/Builder ("General Conditions"), Exhibit B to the Comprehensive Agreement, the following Definitions apply to the Comprehensive Agreement

- § 1.4.1 Contract Documents. The Contract Documents are defined in the Comprehensive Agreement, Paragraph.

 1.Design-Build Documents. The Design-Build Documents consist of this Agreement between Owner and Design-Builder and its attached Exhibits (hereinafter, the "Agreement"); other documents listed in this Agreement; and-Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract-signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive.
- § 1.4.2 The Contract. The Contract Design Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.
- § 1.4.3 The Work. The term "Work" means the design, construction and related services required to fulfill the Design Builder's obligations under the Design Build Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Design Builder. The Work may constitute the whole or a part of the Project. See Definition in General Conditions, Sec. 1.01
- § 1.4.4 The Project. The Project is the total design and construction of which the Work performed under the Contract Design Build Documents may be the whole or a part, and may include design and construction by the Owner and by separate contractors.
- § 1.4.6 Submittal. A Submittal is any submission to the Owner for review and approval demonstrating how the Design Builder proposes to conform to the Design Build Documents for those portions of the Work for which the Design Build Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Design Build Documents unless incorporated into a Modification. See Definition in General Conditions, Sec. 1.01.
- § 1.4.7 Owner. The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

See Definition in General Conditions, Sec. 1.01.

§ 1.4.8 Design-Builder. The Design Builder is the person or entity identified as such in the Agreement and is referred to throughout the Design Build Documents as if singular in number. The term "Design Builder" means the Design Builder's authorized representative. See Definition in General Conditions, Sec. 1.01.

- § 1.4.9 Consultant. A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work, and is referred to throughout the ContractDesign-Build Documents as if singular in number. To the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.
- § 1.4.10 Architect. The Architect is a person or entity providing design services for the Design Builder for all or a portion of the Work, and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design Build Documents as if singular in number. See Definition in General Conditions, Sec. 1.01.
- § 1.4.11 Contractor. A Contractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor is referred to throughout the Contract Design-Build Documents as if singular in number and means a Contractor or an authorized representative of the Contractor.
- § 1.4.13 Contract Time. Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, as set forth in the Design Build Amendment for Substantial Completion of the Work. See Definition in General Conditions, Sec. 1.01. Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, as set forth in the Comprehensive Agreement.
- § 1.4.14 Day. The term "day" as used in the <u>Contract Design Build</u> Documents shall mean calendar day unless otherwise specifically defined.

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§ 1.4.15 Contract Sum or Contract Price. The Contract Sum is the amount to be paid to the Design Builder for performance of the Work after execution of the Design Build Amendment, as identified in Article A.1 of the Design Build Amendment. See Definition in General Conditions, Sec. 1.01.

ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

Omitted. See Comprehensive Agreement and General Conditions Article 13

§ 2.1 Compensation for Work Performed Prior To Execution of Design-Build Amendment

§ 2.1.1 Unless otherwise agreed, payments for Work performed prior to Execution of the Design-Build Amendment shall be made monthly. For the Design Builder's performance of Work prior to the execution of the Design-Build Amendment, the Owner shall compensate the Design-Builder as follows: (Insert amount of, or basis for, compensation, including compensation for any Sustainability Services, or indicate the exhibit in which the information is provided. If there will be a limit on the total amount of compensation for Work performed prior to the execution of the Design-Build Amendment, state the amount of the limit.)

§ 2.1 Compensation for Work Performed Prior To Execution of Design-Build Amendment

§ 2.1.1 Unless otherwise agreed, payments for Work performed prior to Execution of the Design-Build Amendment shall be made monthly. For the Design Builder's performance of Work prior to the execution of the Design-Build Amendment, the Owner shall compensate the Design-Builder as follows:

(Insert amount of, or basis for, compensation, including compensation for any Sustainability Services, or indicate the exhibit in which the information is provided. If there will be a limit on the total amount of compensation for Work performed prior to the execution of the Design Build Amendment, state the amount of the limit.)

§ 2.1.2 The hourly billing rates for services of the Design Builder and the Design Builder's Architect, Consultants and Contractors, if any, are set forth below.

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

§ 2.1.2 The hourly billing rates for services of the Design-Builder and the Design-Builder's Architect, Consultants

and Contractors, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Individual or Position

Rate

§ 2.1.3 Compensation for Reimbursable Expenses Prior To Execution of Design-Build Amendment

§ 2.1.3.1 Reimbursable Expenses are in addition to compensation set forth in Section 2.1.1 and 2.1.2 and include expenses, directly related to the Project, incurred by the Design-Builder and the Design-Builder's Architect, Consultants, and Contractors, as follows:

- .1 Transportation and authorized out of town travel and subsistence;
- .2 Dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock ups, professional photography, and presentation materials requested by the Owner;
- .8 All taxes levied on professional services and on reimbursable expenses; and
- .9 Other Project related expenditures, if authorized in advance by the Owner.
- § 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants and Contractors incurred, plus an administrative fee of percent (%) of the expenses incurred.

§ 2.1.4 Payments to the Design-Builder Prior To Execution of Design-Build Amendment

§ 2.1.4.1 Payments are due and payable upon presentation of the Design Builder's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Design Builder. (Insert rate of monthly or annual interest agreed upon.)

§ 2.1.3 Compensation for Reimbursable Expenses Prior To Execution of Design-Build Amendment

- .4 Printing, reproductions, plots, standard form documents;
- .9 Other Project related expenditures, if authorized in advance by the Owner.
- § 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design Builder and the Design Builder's Architect, Consultants and Contractors incurred, plus an administrative fee of percent (%) of the expenses incurred.
- § 3.1.3 The Design-Builder shall perform the Work in accordance with the <u>ContractDesign Build</u> Documents. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the <u>ContractDesign-Build</u> Documents by the activities, tests, inspections or approvals of the Owner.

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.9 Status of Notice of Intent to File a Claims previously submitted in accordance with Article 14;

In addition to the requirements of the Comprehensive Agreement and Sections 2.04 and 2.06 of the General Conditions, the following procedures shall apply to Design-Builder's Schedules.

§ 3.1.9.1 The Design-Builder, promptly after execution of this Agreement, shall prepare and submit for the Owner's information a schedule for the Work. The Initial sSchedule, including the time required for design and construction, shall not exceed time limits current under the ContractDesign Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the ContractDesign Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.10 Certifications. Upon the Owner's written request, the Design-Builder shall obtain from the Architect, Consultants, and Contractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Architect, Consultants, and Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the ContractDesign-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Design-Builder's Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 3.1.11 Design-Builder's Submittals

<u>In addition to the requirements of Sec. 6.17 of the General Conditions, the following procedures shall apply to Design-Builder's Submittals:</u>

In addition to the requirements of Sec. 6.17 of the General Conditions, the following procedures shall apply to Design

Builder's Submittals:

- **§ 3.1.11.2** By providing Submittals the Design-Builder represents to the Owner that it has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Design Build Documents.
- § 3.1.11.3 The Design-Builder shall perform no portion of the Work for which the ContractDesign Build Documents require Submittals until the Owner has approved the respective Submittal.
- § 3.1.11.4 The Work shall be in accordance with approved Submittals except that the Design-Builder shall not be relieved of its responsibility to perform the Work consistent with the requirements of the ContractDesign-Build Documents. The Work may deviate from the Contract Design Build Documents only if the Design-Builder has notified the Owner in writing of a deviation from the ContractDesign-Builder Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval of the Submittals.
- § 3.1.12 Warranty. The Design Builder warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Design Build Documents require or permit otherwise. The Design Builder further warrants that the Work will conform to the requirements of the Design Build Documents and will be free from defects, except for those inherent in the quality of the Work or otherwise expressly permitted by the Design Build Documents. Work, materials, or equipment not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment. See General Conditions Sec. 6.20
- § 3.1.13.1 See Sec. 6.07 of the General Conditions The Design Builder shall pay all royalties and license fees.
- **§ 3.1.13.2** The Design Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its separate contractors and consultants harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are required in the Owner's Criteria. However, if the Design-Builder has reason to believe that the design, process or product required in the Owner's Criteria is an infringement of a copyright or a patent, the Design Builder shall be responsible for such loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt written notice to the Design-Builder.

- § 3.1.14.1 To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, including the Owner's agents and employees, 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, but only to the extent caused by the negligent acts or omissions of the Design Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. 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 3.1.14. See Comprehensive Agreement and General Conditions, Sec. 6.21.A.
- § 3.1.14.2 The indemnification obligation under this Section 3.1.14 and the General Conditions shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

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§ 3.1.16 Design-Builder's Insurance and Bonds. The Design-Builder shall purchase and maintain insurance and provide bonds as set forth in General Conditions, Article 5. Exhibit B.

ARTICLE 4 WORK PRIOR TO EXECUTION OF THE COMPREHENSIVE AGREEMENT DESIGN-BUILD AMENDMENT

Omitted

§ 4.1 General

- § 4.1.1 Any information submitted by the Design Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner and Design Builder execute a Modification.
- § 4.1.1 Any information submitted by the Design Builder, and any interim decisions made by the Owner, shall befor the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner and Design Builder execute a Modification.
- § 4.1.2 The Design Builder shall advise the Owner on proposed site use and improvements, selection of materials, and building systems and equipment. The Design Builder shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.
- § 4.2 Evaluation of the Owner's Criteria
- § 4.2.1 The Design-Builder shall schedule and conduct meetings with the Owner and any other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1. The Design Builder shall thereafter again meet with the Owner to discuss a preliminary evaluation of the Owner's Criteria. The preliminary evaluation shall address possible alternative approaches to design and construction of the Project and include the Design Builder's recommendations, if any, with regard to accelerated or fast track scheduling, procurement, or phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues.
- § 4.2.2 After the Design-Builder meets with the Owner and presents the preliminary evaluation, the Design-Builder shall provide a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall also include
 - .1 allocations of program functions, detailing each function and their square foot areas;
 - **.2** a preliminary estimate of the Cost of the Work, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget;
 - a preliminary schedule, which shall include proposed design milestones; dates for receiving additional information from, or for work to be completed by, the Owner; anticipated date for the Design Builder's Proposal; and dates of periodic design review sessions with the Owner; and
 - .4 the following:
 - (List additional information, if any, to be included in the Design Builder's written report.)
- § 4.2.3 The Owner shall review the Design Builder's written report and, if acceptable, provide the Design Builder

with written consent to proceed to the development of the Preliminary Design as described in Section 4.3. The consent to proceed shall not be understood to modify the Owner's Criteria unless the Owner and Design Builder execute a Modification.

§ 4.3 Preliminary Design

- § 4.3.1 Upon the Owner's issuance of a written consent to proceed under Section 4.2.3, the Design Builder shall prepare and submit a Preliminary Design to the Owner. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:
 - .1 Confirmation of the allocations of program functions;
 - .2 Site plan;
 - .3 Building plans, sections and elevations;
 - .4 Structural system;
 - .5 Selections of major building systems, including but not limited to mechanical, electrical and plumbing systems; and
 - .6 Outline specifications or sufficient drawing notes describing construction materials.

The Preliminary Design may include some combination of physical study models, perspective sketches, or digital-modeling.

§ 4.3.2 The Owner shall review the Preliminary Design and, if acceptable, provide the Design Builder with writtenconsent to proceed to development of the Design Builder's Proposal. The Preliminary Design shall not modify the Owner's Criteria unless the Owner and Design Builder execute a Modification.

§ 4.4 Design-Builder's Proposal

- § 4.4.1 Upon the Owner's issuance of a written consent to proceed under Section 4.3.2, the Design Builder shall-prepare and submit the Design Builder's Proposal to the Owner. The Design Builder's Proposal shall include the following:
 - A list of the Preliminary Design documents and other information, including the Design Builder's clarifications, assumptions and deviations from the Owner's Criteria, upon which the Design-Builder's Proposal is based;
 - .2 The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design Builder's Fee, and other items that comprise the Contract Sum;
 - .3 The proposed date the Design-Builder shall achieve Substantial Completion;
 - .4 An enumeration of any qualifications and exclusions, if applicable;
 - .5 A list of the Design Builder's key personnel, Contractors and suppliers; and
 - .6 The date on which the Design Builder's Proposal expires.
- § 4.4.2 Submission of the Design Builder's Proposal shall constitute a representation by the Design Builder that it has visited the site and become familiar with local conditions under which the Work is to be completed.
- § 4.4.3 If the Owner and Design Builder agree on a proposal, the Owner and Design Builder shall execute the Design Build Amendment setting forth the terms of their agreement.

§ 4.2 Evaluation of the Owner's Criteria

- § 4.2.1 The Design Builder shall schedule and conduct meetings with the Owner and any other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1. The Design-Builder shall thereafter again meet with the Owner to discuss a preliminary evaluation of the Owner's Criteria. The preliminary evaluation shall address possible alternative approaches to design and construction of the Project and include the Design Builder's recommendations, if any, with regard to accelerated or fast track scheduling, procurement, or phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues.
- § 4.2.2 After the Design Builder meets with the Owner and presents the preliminary evaluation, the Design Builder shall provide a written report to the Owner, summarizing the Design Builder's evaluation of the Owner's Criteria. The report shall also include
 - .1 allocations of program functions, detailing each function and their square foot areas;
 - .2 a preliminary estimate of the Cost of the Work, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget;
 - .3 a preliminary schedule, which shall include proposed design milestones; dates for receiving additional information from, or for work to be completed by, the Owner; anticipated date for the

Design Builder's Proposal; and dates of periodic design review sessions with the Owner; and

.4 the following:

(List additional information, if any, to be included in the Design-Builder's written report.)

§ 4.2.3 The Owner shall review the Design Builder's written report and, if acceptable, provide the Design Builder with written consent to proceed to the development of the Preliminary Design as described in Section 4.3. The consent to proceed shall not be understood to modify the Owner's Criteria unless the Owner and Design Builder execute a Modification.

§ 4.3 Preliminary Design

- § 4.3.1 Upon the Owner's issuance of a written consent to proceed under Section 4.2.3, the Design Builder shall prepare and submit a Preliminary Design to the Owner. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:
 - .1 Confirmation of the allocations of program functions;
 - .2 Site plan;
 - .3 Building plans, sections and elevations;
 - .4 Structural system;
 - Selections of major building systems, including but not limited to mechanical, electrical and plumbing systems; and
- § 4.3.2 The Owner shall review the Preliminary Design and, if acceptable, provide the Design Builder with writtenconsent to proceed to development of the Design Builder's Proposal. The Preliminary Design shall not modify the Owner's Criteria unless the Owner and Design Builder execute a Modification.

ARTICLE 5 WORK FOLLOWING EXECUTION OF THE COMPREHENSIVE AGREEMENTDESIGN-BUILD AMENDMENT

- § 5.1.1 Upon the execution of the <u>Comprehensive Agreement Design Build Amendment</u>, the Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the <u>Contract Design Build</u> Documents.
- § 5.1.2 The Design-Builder shall provide the Construction Documents to the Owner for the Owner's information. If the Owner discovers any deviations between the Construction Documents and the ContractDesign-Build
 Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the ContractDesign-Build
 Documents unless the Owner and Design-Builder execute a Modification. The failure of the Owner to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Contract-Design-Build
 Documents.
- § 5.2.1 Commencement. Except as permitted in Section 5.2.2, construction shall not commence prior to execution of the Comprehensive Agreement Design-Build Amendment.
- § 5.2.2 Omitted If the Owner and Design-Builder agree in writing, construction may proceed prior to the execution of the Design Build Amendment. However, such authorization shall not waive the Owner's right to reject the Design Builder's Proposal.
- § 5.2.3 The Design-Builder shall supervise and direct the Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the ContractDesign-Build Documents give other specific instructions concerning these matters.

- § 5.3.1 Unless otherwise provided in the <u>Contract Design-Build</u> Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.
- § 5.3.2 When a material or system is specified in the <u>ContractDesign Build</u> Documents, the Design-Builder may make substitutions only in accordance with Article 6, 9, and 11 of the <u>General Conditions and 7.3 of the A141</u>.

The Design Builder shall pay sales, consumer, use and similar taxes, for the Work provided by the Design-Builder, that are legally enacted when the Design Build Amendment is executed, whether or not yet effective ormerely scheduled to go into effect. See General Conditions, Sec. 6.10

- § 5.5.1 Unless otherwise provided in the Design Build Documents, the Design Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project. See Sections 6.08 and 8.01 of the General Conditions, except permits and fees to be handled by allowances in Exhibit C.
- § 5.5.3 Concealed or Unknown Conditions. If the Design Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design Build 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 Design Build Documents, the Design Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design Builder in writing, stating the reasons. If the Design Builder disputes the Owner's determination or recommendation, the Design Builder may proceed as provided in Article 14. See Section 4.02 of the General Conditions
- § 5.5.4 If, in the course of the Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the ContractDesign-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 14.
- § 5.6.1 The Design Builder shall include in the Contract Sum all allowances stated in the Design Build-Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection. See Sec. 10.02 of the General Conditions
- § 5.6.2 Unless otherwise provided in the Design-Build Documents,
 - .1 allowances shall cover the cost to the Design Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
 - .2 the Design Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts, shall be included in the Contract Sum but not in the allowances; and
 - whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 5.6.2.1 and (2) changes in Design Builder's costs under Section 5.6.2.2.
- § 5.6.3 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

- .1 allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 the Design Builder'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 5.6.2.1 and (2) changes in Design-Builder's costs under Section 5.6.2.2.
- § 5.6.3 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.
- § 5.7.2 If the Design-Builder changes any of the personnel, Contractors or suppliers identified in the Comprehensive Agreement Design-Build Amendment, the Design-Builder shall notify the Owner and provide the name and qualifications of the new personnel, Contractor or supplier. The Owner may reply within 14 days to the Design-Builder in writing, stating (1) whether the Owner has reasonable objection to the proposed personnel, Contractor or supplier or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.
- § 5.7.3 Except for those persons or entities already identified or required in the Comprehensive Agreement Design-Build Amendment, the Design-Builder, as soon as practicable after execution of the Comprehensive Agreement Design Build Amendment, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within 14 days to the Design-Builder in writing stating (1) whether the Owner has reasonable objection to any such proposed person or entity or (2) that the Owner requires additional time for review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

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The Design-Builder shall maintain at the site for the Owner one copy of the Contract Design Build-Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Design-Builder shall deliver these items to the Owner in accordance with Section 9.10.2 as a record of the Work as constructed.

The Design-Builder 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 <u>ContractDesign Build</u> Documents, and shall not unreasonably encumber the site with materials or equipment.

§ 5.11.2 If the Design-Builder fails to clean up as provided in the <u>Contract Design Build</u> Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Design-Builder.

The Design-Builder shall provide the Owner and its separate contractors and consultants access to the Work in preparation and progress wherever located. The Design Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its contractors and consultants, shall comply with while at the site. See Sec. 12.02 of the General Conditions.

§ 5.13.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Design-Builder" in the Contract Design Build Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.

- § 5.13.1.4 Unless otherwise provided in the <u>Contract Design Build</u> Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Design-Builder under the Contract.
- § 5.14.1 The Design-Builder 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 Design-Builder's construction and operations with theirs as required by the Contract Design-Build Documents.
- § 6.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents. See Sections 9.01 and 9.02 of the General Conditions.
- **§ 6.1.3** Changes in the Work shall be performed under applicable provisions of the <u>ContractDesign Build</u> Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order or Change Directive.
- **§ 6.3.1** A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the <u>Comprehensive AgreementDesign Build Amendment</u>, the adjustment in the Design-Builder's compensation, or Contract Time. The Owner may by 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 or, if prior to execution of the <u>Comprehensive AgreementDesign Build Amendment</u>, the adjustment in the Design-Builder's compensation, and Contract Time being adjusted accordingly.

- **§ 6.3.3** If the Change Directive provides for an adjustment to the Contract Sum or, if prior to execution of the Comprehensive Agreement Design Build Amendment, an adjustment in the Design-Builder's compensation, the adjustment shall be based on one of the following methods:
 - .2 Unit prices stated in the Contract Design Build Documents or subsequently agreed upon;
- § 6.3.4 If unit prices are stated in the <u>ContractDesign Build</u> Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Design-Builder, the applicable unit prices shall be equitably adjusted.
- § 6.3.5 Upon receipt of a <u>Work Change Directive or Change Directive</u>, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or, if prior to execution of the <u>Comprehensive Agreement Design-Builder's Comprehensive Comprehensive Agreement Design-Builder's Comprehensive C</u>
- § 6.3.6 A Change Directive signed by the Design-Builder indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum or, if prior to execution of the <u>Comprehensive Agreement Design Build-Amendment</u>, the adjustment in the Design-Builder's compensation, and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
- § 6.3.7 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum or, if prior to execution of the Comprehensive Agreement Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the Owner shall initially determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 6.3.3.3, the Design-Builder 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 Design Build Documents, costs for the

purposes of this Section 6.3.7 shall be limited to the following:

- **§ 6.3.8** The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum or, if prior to execution of the Comprehensive Agreement Design-Builder's compensation, shall be actual net cost. 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.
- § 6.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum or, if prior to execution of the Comprehensive Agreement Design-Build Amendment, the Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 14.

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§ 6.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum or, if prior to execution of the <u>Comprehensive Agreement Design Build Amendment</u>, the adjustment in the Design-Builder's compensation and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

ARTICLE 7 OWNER'S RESPONSIBILITIES

In addition to the Owner Responsibilities stated in Art. 8 of the General Conditions, the following requirements shall apply:

<u>In addition to the Owner Responsibilities stated in Art. 8 of the General Conditions, the following requirements shall apply:</u>

- § 7.2.1 The Owner shall furnish information or services required of the Owner by the Contract Design Build Documents with reasonable promptness.
- § 7.2.2 The Owner shall provide, to the extent under the Owner's control and if not required by the ContractDesign Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site. Upon receipt of a written request from the Design-Builder, the Owner shall also provide surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site under the Owner's control.
- § 7.2.3 The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project. <u>Design-Builder shall not be responsible</u> for unknown utility conflicts as provided in Article 4.02 of the General Conditions.
- § 7.2.5 The services, information, surveys and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense, and except as otherwise specifically provided in this Agreement or elsewhere in the ContractDesign-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely upon the accuracy and completeness thereof. In no event shall the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work.
- § 7.2.6 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the ContractDesign Build Documents, the Owner shall give prompt written notice thereof to the Design-Builder.
- § 7.2.7 Prior to the execution of the Comprehensive Agreement Design Build Amendment, the Design-Builder may request in writing that the Owner provide reasonable evidence that the Owner has made financial

arrangements to fulfill the Owner's obligations under the <u>ContractDesign Build</u> Documents and the Design-Builder's Proposal. Thereafter, the Design-Builder may only request such evidence if (1) the Owner fails to make payments to the Design-Builder as the <u>ContractDesign Build</u> Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Design-Builder identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.

- § 7.2.8 Except as otherwise provided in the <u>ContractDesign Build</u> Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder.
- § 7.2.9 Unless required by the ContractDesign-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of geotechnical engineers or other consultants for investigation of subsurface, air and water conditions when such services are reasonably necessary to properly carry out the design services furnished by the Design-Builder. In such event, the Design-Builder shall specify the services required. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.
- § 7.2.10 Omitted The Owner shall purchase and maintain insurance as set forth in Exhibit B.
- § 7.3.1 The Owner shall review and approve or take other appropriate action on Submittals. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities; or for substantiating instructions for installation or performance of equipment or systems; or for determining that the Submittals are in conformance with the ContractDesign Build Documents, all of which remain the responsibility of the Design-Builder as required by the ContractDesign Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Owner's judgment to permit adequate review. The Owner's review of Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.11, 3.1.12, and 5.2.3. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- § 7.3.2 Upon review of the Submittals required by the <u>ContractDesign-Build</u> Documents, the Owner shall notify the Design-Builder of any non-conformance with the <u>ContractDesign Build</u> Documents the Owner discovers.
- § 7.4 Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Design-Builder's rights and responsibilities under the ContractDesign-Build Documents.
- § 7.5 The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the ContractDesign-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for acts or omissions of the Design-Builder, Architect, Consultants, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.
- § 7.6 The Owner has the authority to reject Work that does not conform to the ContractDesign Build Documents. The Owner shall have authority to require inspection or testing of the Work in accordance with Section 15.5.2, whether or not such Work is fabricated, installed or completed. However, neither this authority of the 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 Owner to the Design-Builder, the Architect, Consultants, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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See Article 12.05 of the General Conditions. If the Design Builder fails to correct Work which is not in accordance with the requirements of the Design Build Documents as required by Section 11.2 or persistently fails to carry out Work in accordance with the Design Build Documents, the Owner may issue a written order to the Design-Builder 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 Design Builder or any other person or entity, except to the extent required by Section 5.13.1.3.

See Article 12.09 of the General Conditions.

- **§ 8.1.1** Time limits stated in the <u>ContractDesign-Build</u> Documents are of the essence of the Contract. By executing the <u>Comprehensive AgreementDesign Build Amendment</u> the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.
- § 8.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of a consultant or separate contractor employed by the Owner; or by changes ordered in the Work by the Owner; or by labor disputes, fire, unusual delay in deliveries, unavailability of equipment or materials required for the project, unavoidable casualties or other causes beyond the Design-Builder's control; or by delay authorized by the Owner pending mediation and binding dispute resolution or by other causes that the Owner determines may justify delay, then the Contract Time shall be extended by Change Order. for such reasonable time as the Owner may determine.
- § 8.2.2 Claims relating to time shall be made in accordance with <u>Article 11.02 of the General Conditions and Paragraph 11 of the Comprehensive Agreement</u>. applicable provisions of Article 14.
- **§ 8.2.3** This Section 8.2 does not preclude recovery of damages for delay by either party under other provisions of the Contract Design Build Documents.

§ 9.1 Contract Sum or Contract Price

The Contract Sum or Contract Price is stated in the Comprehensive Agreement Design Build Amendment.

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder, prior to the first Application for Payment after execution of the Comprehensive Agreement Design Build Amendment shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

See Section 13.02 and 13.03 of the General Conditions

§ 9.4 NNot Used

§ 9.5 Not Used

§ 9.65 Not Used § 9.1

§ 9.1

§ 9.3

- **§ 9.3.1** At least ten days before the date established for each progress payment, the Design Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be notarized, if required, and supported by data substantiating the Design Builder's right to payment as the Owner may require, such as copies of requisitions from the Architect, Consultants, Contractors, and material suppliers, and shall reflect retainage if provided for in the Design Build Documents.
- **§ 9.3.1.1** As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.
- § 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Design Builder does not intend to pay the Architect, Consultant, Contractor, material supplier, or other persons or entities providing services or work for the Design-Builder, unless such Work has been performed by others whom the Design Builder intends to pay.
- **§ 9.3.2** Unless otherwise provided in the Design Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.
- § 9.3.3 The Design Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder 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 Design Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design Builder, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

The Owner shall, within seven days after receipt of the Design Builder's Application for Payment, issue to the Design Builder a Certificate for Payment indicating the amount the Owner determines is properly due, and notify the Design Builder in writing of the Owner's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 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 due to the Owner's determination that the Work has not progressed to the point indicated in the Design Builder's Application for Payment, or the quality of the Work is not in accordance with the Design Build Documents. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Design Builder as provided in Section 9.4. If the Design Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design Builder is responsible because of
 - .1 defective Work, including design and construction, not remedied;
 - .2 third party claims filed or reasonable evidence indicating probable filing of such claims unlesssecurity acceptable to the Owner is provided by the Design Builder;
 - 3 failure of the Design Builder to make payments properly to the Architect, Consultants, Contractors or others, for services, labor, materials or equipment;
 - .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
 - .5 damage to the Owner or a separate contractor;
 - .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
 - .7 repeated failure to carry out the Work in accordance with the Design Build Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Design Builder and to the Architect or any Consultants, Contractor, material or equipment suppliers, or other persons or entities providing services or work for the Design Builder to whom the Design Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

§ 9.2

§ 9.3

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§ 9.3.1 At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be notarized, if required, and supported by data substantiating the Design-Builder's right to payment as the Owner may require, such as copies of requisitions from the Architect, Consultants, Contractors, and material suppliers, and shall reflect retainage if provided for in the Design-Build Documents.

§ 9.3.1.1 As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, Consultant, Contractor, material supplier, or other persons or entities providing services or work for the Design-Builder, unless such Work has been performed by others whom the Design-Builder intends to pay.

§ 9.3.2 Unless otherwise provided in the Design Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Design Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design Builder 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 Design Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design Builder, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

The Owner shall, within seven days after receipt of the Design Builder's Application for Payment, issue to the Design-Builder a Certificate for Payment indicating the amount the Owner determines is properly due, and notify the Design Builder in writing of the Owner's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 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 due to the Owner's determination that the Work has not progressed to the point indicated in the Design Builder's Application for Payment, or the quality of the Work is not in accordance with the Design Build Documents. If the Owner is unable to certify payment in the amount of the Application, the Owner will-

notify the Design Builder as provided in Section 9.4. If the Design Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design Builder is responsible because of

- .1 defective Work, including design and construction, not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Design Builder;
- 3 failure of the Design Builder to make payments properly to the Architect, Consultants, Contractors or others, for services, labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Design Build Documents.
- § 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.
- § 9.5.3 If the Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Design Builder and to the Architect or any Consultants, Contractor, material or equipment suppliers, or other persons or entities providing services or work for the Design Builder to whom the Design Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

See Comprehensive Agreement and Sec. 13.03 of the General Conditions

§ 9.6.1 After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.

§ 9.6.2 Not Used

§ 9.6.3 Not Used

§ 9.7 Not UsedFailure of Payment

- **§ 9.8.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the <u>ContractDesign Build</u> Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 9.8.
- § 9.8.2 <u>Procedures for the Design-Builder to use to request the Owner to issue a Certificate of Substantial</u>

 Completion are specified in Sec. 13.05 of the General Conditions. When the Design Builder considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to

final payment. Failure to include an item on such list does not alter the responsibility of the Design Builder to complete all Work in accordance with the Design Build Documents.

- § 9.8.3 Not UsedUpon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design Build Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Design Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Design Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.
- § 9.8.4 Prior to issuance of the Certificate of Substantial Completion under Section 9.8.5, the Owner shall obtain property insurance covering the property, and Owner shall assume risk of loss for the building. Design-Builder shall be named an additional insured on such policy and Design Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.
- § 9.8.5 When the Work or designated portion thereof is substantially complete, the Design Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Design Builder for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Design Builder shall finish all items on the list accompanying the Certificate. Warranties required by the Design Build 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 of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
- § 9.8.6 <u>Upon the Owner's issuance of The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the <u>ContractDesign Build</u> Documents.</u>

- § 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 Design Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance 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 Design-Builder 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 Design Build Documents. When the Design Builder considers a portion substantially complete, the Design Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Design Builder 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 Design-Builder. The Owner's and Design-Builder's rights and responsibilities for partial use of a portion of the Work prior to Substantial Completion are specified in Sec. 13.06 of the General Conditions.
- § 9.9.2 Immediately prior to such partial occupancy or use, the Owner and Design Builder 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 Design Build Documents.
- § 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 Design-Build Documents.
- § 9.10.1 Upon receipt of the Design-Builder's written notice that the Work is ready for final inspection and

acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection.

When the Owner finds the Work acceptable under the Design Build Documents and the Contract fully performed, the Owner will, subject to Section 9.10.2, promptly issue a final Certificate for Payment.

The procedures for Final Inspection and Final Payment are specified in sec. 13.07 and 13.08 of the General Conditions.

Conditions.

- § 9.10.2 Not Used Neither final payment nor any remaining retained percentage shall become due until the Design-Builder 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 Design Build Documents to remain in force after final payment is currently ineffect, (3) a written statement that the Design Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design Build Documents, (4) consent of surety, if any, to final payment, (5) as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, or 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 an Architect, a Consultant, or a Contractor, or other person or entity providing services or work for the Design Builder, refuses to furnish a release or waiverrequired by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, the Design Builder shall refund to the Owner allmoney that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.
- § 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner and the Design-Builder shall proceed as specified in Sec. 13.09 of the General Conditions. shall, upon application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.
 - .2 failure of the Work to comply with the requirements of the Contract Design Build Documents; or
 - .3 terms of special warranties required by the ContractDesign-Build Documents.
- § 10.2.1 The Design-Builder's responsibilities for Safety and Protection of Persons and Property are specified in Sec. 16.13 and 16.14 of the General Conditions. shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury or loss to
- § 10.2.2 The Design Builder 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 Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notify owners and users of adjacent sites and utilities of the safeguards and protections.
- § 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Work, the Design Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.
- § 10.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design Build Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 10.2.1.2 and 10.2.1.3; except damage or loss attributable to acts or

omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design Builder. The foregoing obligations of the Design Builder are in addition to the Design Builder's obligations under Section 3.1.14.

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

- § 10.2.7 The Design Builder 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 the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, 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.
- § 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Work, the Design Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.
- § 10.2.5 The Design Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3, caused in whole or in part by the Design Builder, the Architect, a Consultant, a Contractor, or anyone-directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design Builder is responsible under Sections 10.2.1.2 and 10.2.1.3; except damage or loss attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design Builder. The foregoing obligations of the Design Builder are in addition to the Design Builder's obligations under Section 3.1.14.
- § 10.2.6 The Design Builder shall designate a responsible member of the Design Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design Builder's superintendent unless otherwise designated by the Design Builder in writing to the Owner.
- § 10.2.7 The Design Builder 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 the Owner or Design Builder suffers injury or damage to person or property because of an act or omission of the other, 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.
- § 10.3.1 The Design Builder is responsible for compliance with any requirements included in the Design Build-Documents regarding hazardous materials. If the Design-Builder encounters a hazardous material or substance not addressed in the Design Build 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 Design Builder, the Design Builder shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing. The Parties' responsibilities and the procedures to be used if Hazardous Materials or Hazardous Environmental Conditions are encountered at the Project Site are specified in Sec. 4.04 of the General Conditions.
- **§ 10.3.2** Upon receipt of the Design Builder's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Design Builder will promptly reply to the Owner in writing stating whether or not the Design Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design Builder has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall

resume upon written agreement of the Owner and Design Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Design Builder's reasonable additional costs of shut down, delay and start up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Contractors, and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Design Builder brings to the site unless such materials or substances are required by the Owner's Criteria. The Owner shall be responsible for materials or substances required by the Owner's Criteria, except to the extent of the Design Builder's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Design Builder shall indemnify the Owner for the cost and expense the Owner incurs (1) forremediation of a material or substance the Design Builder brings to the site and negligently handles, or (2) wherethe Design Builder 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 Design Builder, the Design Builder 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 Design-Build Documents, the Owner shall indemnify the Design-Builder for all cost and expense thereby incurred.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design Builder, the Architect, Consultants, and Contractors, and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Design Builder-brings to the site unless such materials or substances are required by the Owner's Criteria. The Owner shall be responsible for materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Design Builder shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Design Builder brings to the site and negligently handles, or (2) where the Design Builder 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 Design-Builder, the Design-Builder 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 Design-Build Documents, the Owner shall indemnify the Design-Builder for all cost and expense thereby incurred.

The procedures to be followed in the event of an Emergency is encountered by Design-Builder or Owner are specified in Sec. 6.15 of the General Conditions. In an emergency affecting safety of persons or property, the Design Builder shall act, at the Design Builder's discretion, to prevent threatened damage, injury or loss.

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The procedures applicable to Owner's direction to the Design-Builder to uncover any portion of the Work or Construction are specified in Sec. 12.04 of the General Conditions. The Owner may request to examine a portion of the Work that the Design-Builder has covered to determine if the Work has been performed in accordance with the Design-Build Documents. If such Work is in accordance with the Design-Build Documents, the Owner and

Design Builder shall execute a Change Order to adjust the Contract Time and Contract Sum, as appropriate. If such Work is not in accordance with the Design Build Documents, the costs of uncovering and correcting the Work shall be at the Design Builder's expense and the Design Builder shall not be entitled to a change in the Contract Time unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs and the Contract Time will be adjusted as appropriate.

§ 11.2 Correction of Work

The rights and responsibilities of the Owner and Design-Builder, the procedures to be followed for correction of the Work are specified in Sec. 12.06 of the General Conditions.

The rights and responsibilities of the Owner and Design Builder, and the procedures to be followed for correction of the Work are specified in sec. 12.06 of the General Conditions.

§ 11.2.1 Before or After Substantial Completion. The Design Builder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Design Build Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design Builder's expense.

§ 11.2.1 Before or After Substantial Completion. The Design Builder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design Builder's expense.

§ 11.2.2 After Substantial Completion

§ 11.2.2.1 In addition to the Design Builder's obligations under Section 3.1.12, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Design-Build Documents, any of the Work is found not to be in accordance with the requirements of the Design Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design Builder 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 the Work, if the Owner fails to notify the Design Builder and give the Design Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty. If the Design Builder fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.9.

§ 11.2.2.2 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.

§ 11.2.2.3 The one year period for correction of Work shall not be extended by corrective Work performed by the Design-Builder pursuant to this Section 11.2.

§ 11.2.3 The Design Builder shall remove from the site portions of the Work that are not in accordance with the requirements of the Design Build Documents and are neither corrected by the Design Builder nor accepted by the Owner.

§ 11.2.4 The Design Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design Builder's correction or removal of Work that is not in accordance with the requirements of the Design Build Documents.

§ 11.2.5 Nothing contained in this Section 11.2 shall be construed to establish a period of limitation with respect to other obligations the Design Builder has under the Design Build Documents. Establishment of the one year period for correction of Work as described in Section 11.2.2 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

§ 11.2.2.1 In addition to the Design Builder's obligations under Section 3.1.12, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of

warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Design-Build Documents, any of the Work is found not to be in accordance with the requirements of the Design Build Documents, the Design Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder 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 the Work, if the Owner fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty. If the Design-Builder fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.9.

- § 11.2.2.2 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.
- § 11.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Design Builder pursuant to this Section 11.2.
- **§ 11.2.3** The Design Builder shall remove from the site portions of the Work that are not in accordance with the requirements of the Design Build Documents and are neither corrected by the Design Builder nor accepted by the Owner.
- § 11.2.4 The Design-Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design Builder's correction or removal of Work that is not in accordance with the requirements of the Design-Build Documents.
- § 11.2.5 Nothing contained in this Section 11.2 shall be construed to establish a period of limitation with respect to other obligations the Design Builder has under the Design Build Documents. Establishment of the one year period for correction of Work as described in Section 11.2.2 relates only to the specific obligation of the Design Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Design Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design Builder's liability with respect to the Design Builder's obligations other than specifically to correct the Work.

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

ARTICLE 12 COPYRIGHTS AND LICENSES

In addition to the provisions of Sec. 6.07 of the General Conditions, the following provisions shall apply:

In addition to the provisions of sec. 6.07 of the General Conditions, the following provisions shall apply:

§ 12.3 Upon execution of the Agreement, the Design-Builder grants to the Owner a limited, irrevocable and non-exclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under the ContractDesign Build Documents. The license granted under this section permits the Owner to authorize its consultants and separate contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Design-Builder rightfully terminates this Agreement for cause as provided in Section 13.1.4 or 13.2.1 the license granted in this Section 12.3 shall terminate.

- § 13.1 Termination or Suspension Prior to Execution of the Comprehensive AgreementDesign-Build Amendment
- § 13.1.1 If the Owner fails to make payments to the Design-Builder for Work prior to execution of the

Comprehensive AgreementDesign Build Amendment in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven days' written notice to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.2 Termination or Suspension Following Execution of the <u>Comprehensive Agreement Design-Build Amendment</u>

The rights and responsibilities of the Owner and Design-Builder, and the procedures for Termination or Suspension of the Work and this Agreement following execution of the Comprehensive Agreement are specified in Article 14 of the General Conditions. are specified in Art. 14 of the General Conditions.

§ 13.2.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design Builder or any other persons or entities performing portions of the Work under contract with the Design-Builder because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 13.2.1.3.

§ 13.2.2 Termination by the Owner For Cause

- § 13.2.2.1 The Owner may terminate the Contract if the Design Builder
 - 1 fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion:

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- .2 repeatedly refuses or fails to supply an Architect, or enough properly skilled Consultants, Contractors, or workers or proper materials;
- .3 fails to make payment to the Architect, Consultants, or Contractors for services, materials or laborin accordance with their respective agreements with the Design Builder;
- .4 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .5 is otherwise guilty of substantial breach of a provision of the Design Build Documents.
- .2 Accept assignment of the Architect, Consultant and Contractor agreements pursuant to Section 3.1.15; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.
- § 13.2.4.3 In case of such termination for the Owner's convenience, the Design Builder shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.
- § 14.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The

responsibility to substantiate Claims shall rest with the party making the Claim. The respective rights and responsibilities of the Owner and Design-Builder with regard to Claims, and procedures for making of Claims, are specified in sSec. 9.03 of the General Conditions.

§ 14.1.2 Time Limits on Claims. The Owner and Design Builder shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other, arising out of or related to the Contract in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Design Builder waive all claims and causes of action not commenced in accordance with this Section 14.1.2.

§ 14.1.3 Notice of Claims

- § 14.1.3.1 Prior To Final Payment. Prior to Final Payment, Claims by either the Owner or Design Builder must be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.
- § 14.1.3.2 Claims Arising After Final Payment. After Final Payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated by prompt written notice to the other party. The notice requirement in Section 14.1.3.1 and the Initial Decision requirement as a condition precedent to mediation in Section 14.2.1 shall not apply.
- § 14.1.4 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed inwriting or as provided in Section 9.7 and Article 13, the Design Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design Build Documents.
- § 14.1.5 Claims for Additional Cost. If the Design-Builder intends to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 14.1.3 Notice of Claims

- § 14.1.3.1 Prior To Final Payment. Prior to Final Payment, Claims by either the Owner or Design Builder must be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.
- § 14.1.3.2 Claims Arising After Final Payment. After Final Payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated by prompt written notice to the other party. The notice requirement in Section 14.1.3.1 and the Initial Decision requirement as a condition precedent to mediation in Section 14.2.1 shall not apply.
- § 14.1.4 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 13, the Design Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design Build Documents.
- § 14.1.5 Claims for Additional Gost. If the Design-Builder intends to make a Claim for an increase in the Contract-Sum, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 14.1.26 Claims for Additional Time

- § 14.1.26.1 If the Design-Builder intends to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Design-Builder's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.
- § 14.1.26.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 14.1.73 Claims for Consequential Damages

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination

in accordance with Article 13. Nothing contained in this Section 14.1.<u>37</u> shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the <u>Contract Design Build</u> Documents.

§ 14.2 Initial Decision

§ 14.2.1 An initial decision shall be required as a condition precedent to mediation of all Claims between the Owner and Design Builder initiated prior to the date final payment is due, excluding those arising under Sections 10.3 and 10.4 of the Agreement and Sections B.3.2.9 and B.3.2.10 of Exhibit B to this Agreement, unless 30 days have passed after the Claim has been initiated with no decision having been rendered. Unless otherwise mutually agreed in writing, the Owner shall render the initial decision on Claims.

§ 14.2.2 Procedure

- § 14.2.2.1 Claims Initiated by the Owner. If the Owner initiates a Claim, the Design Builder shall provide a written response to Owner within ten days after receipt of the notice required under Section 14.1.3.1. Thereafter, the Owner shall render an initial decision within ten days of receiving the Design Builder's response: (1) withdrawing the Claim in whole or in part, (2) approving the Claim in whole or in part, or (3) suggesting a compromise. § 14.2.2.2 Claims Initiated by the Design-Builder. If the Design Builder initiates a Claim, the Owner will take one or more of the following actions within ten days after receipt of the notice required under Section 14.1.3.1: (1) request additional supporting data, (2) render an initial decision rejecting the Claim in whole or in part, (3) render an initial decision approving the Claim, (4) suggest a compromise or (5) indicate that it is unable to render an initial decision because the Owner lacks sufficient information to evaluate the merits of the Claim. § 14.2.3 In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Owner in rendering a decision. The retention of such persons shall be at the Owner's expense.
- § 14.2.4 If the Owner requests the Design-Builder to provide a response to a Claim or to furnish additional supporting data, the Design Builder shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Owner when the response or supporting data will be furnished or (3) advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.
- § 14.2.5 The Owner's initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.
- **§ 14.2.6** Either party may file for mediation of an initial decision at any time, subject to the terms of Section 14.2.6.1.
- § 14.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.
- **§ 14.2.7** In the event of a Claim against the Design Builder, 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 Design-Builder's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.
- § 14.2.8 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.
- § 14.2.1 An initial decision shall be required as a condition precedent to mediation of all Claims between the Owner and Design Builder initiated prior to the date final payment is due, excluding those arising under Sections 10.3 and 10.4 of the Agreement and Sections B.3.2.9 and B.3.2.10 of Exhibit B to this Agreement, unless 30 days have passed after the Claim has been initiated with no decision having been rendered. Unless otherwise mutually agreed in writing, the Owner shall render the initial decision on Claims.

§ 14.2.2 Procedure

§ 14.2.2.1 Claims Initiated by the Owner. If the Owner initiates a Claim, the Design Builder shall provide a written response to Owner within ten days after receipt of the notice required under Section 14.1.3.1. Thereafter, the Owner shall render an initial decision within ten days of receiving the Design Builder's response: (1) withdrawing the Claim in whole or in part, (2) approving the Claim in whole or in part, or (3) suggesting a compromise.

§ 14.2.2.2 Claims Initiated by the Design-Builder. If the Design Builder initiates a Claim, the Owner will take one or

more of the following actions within ten days after receipt of the notice required under Section 14.1.3.1:
(1) request additional supporting data, (2) render an initial decision rejecting the Claim in whole or in part,
(3) render an initial decision approving the Claim, (4) suggest a compromise or (5) indicate that it is unable to render an initial decision because the Owner lacks sufficient information to evaluate the merits of the Claim.

- § 14.2.3 In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Owner in rendering a decision. The retention of such persons shall be at the Owner's expense.
- § 14.2.4 If the Owner requests the Design Builder to provide a response to a Claim or to furnish additional supporting data, the Design Builder shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Owner when the response or supporting data will be furnished or (3) advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.
- § 14.3 Not Used Mediation
- § 15.1 Not Used Governing Law

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- § 15.2 Not Used Successors and Assigns
- § 15.3 Not UsedWritten Notice
- § 15.4.1 Duties and obligations imposed by the <u>ContractDesign Build</u> 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.

The respective rights and responsibilities of Owner and Design-Builder, and the procedures for Tests and Inspections of the Work, are specified in Articlet. 12 of the General Conditions.

- § 15.8.1 In the interest of brevity the <u>ContractDesign-Build</u> 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.
- § 15.8.2 Unless otherwise stated in the <u>Contract Design Build</u> Documents, words which have well-known technical or construction industry meanings are used in the <u>Contract Design Build</u> Documents in accordance with such recognized meanings.
 - .2 Exhibit B, Owner Insurance AIA Document A141TM 2014, Exhibit A, Design Build Amendment, if executed
 - .3 Exhibit C, Rate Schedule AIA Document A141TM 2014, Exhibit B, Insurance and Bonds
 - .4 AIA Document A141TM 2014, Exhibit C, Sustainable Projects, if completed
 - .5 AIA Document E202TM-2022, BIM Exhibit for Sharing Models with Project Participants, Where Model Versions May Not be Enumerated as a Contract Document, if completed, or the following:
 - .5 AIA Document E202TM 2022, BIM Exhibit for Sharing Models with Project Participants, Where Model Versions May Not be Enumerated as a Contract Document, if completed, or the following:
 - .46 Other:

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Variable Information

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AGREEMENT made as of the <u>Eighth</u> day of <u>July</u> in the year <u>Two Thousand Twenty-Five</u> (In words, indicate day, month and year.)

City of Norfolk

810 Union St Norfolk, VA 23510

757-664-4600

Heartland Construction, Inc.

4210 S. Military Highway Chesapeake, VA 23321

757-961-2880

Construction of Replacement Maury High School and Supporting Facilities

PAGE 2

See Exhibit C to Comprehensive Agreement.

PAGE 3

See Exhibit C to Comprehensive Agreement.

See Exhibit C to Comprehensive Agreement.

Comply with Commonwealth of Virginia High-Performance Buildings Act (HB2001).

None

See Comprehensive Agreement

As indicated in Interim Agreement (Exhibit C to Comprehensive Agreement).

See Exhibit C to Comprehensive Agreement.

PAGE 4

Karen Califano

810 Union St Norfolk, VA 23510

810 Union St., 7th Floor, Norfolk, VA 23510

Karen.Califano@norfolk.gov

TBD

Rhonda Bridgeman
Heartland Construction, Inc.

4210 S. Military Highway
Chesapeake, VA 23321

rhonda@hciva-gc.com

[] Arbitration pursuant to Section 14.4

[] Litigation in a court of competent jurisdiction
[X] Other: (Specify)

Litigation in the Circuit Court for the City of Norfolk, VA

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None

MAURY HIGH SCHOOL Exhibit B PPEA DESIGN / BUILD Project for the CITY OF NORFOLK and NORFOLK PUBLIC SCHOOLS

STANDARD GENERAL CONDITIONS OF THE AGREEMENT BETWEEN OWNERS AND DESIGN/BUILDER

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

- A. Wherever used in the Contract Documents and printed with initial or all capital letters, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:
 - 1. Acceptance The formal written acceptance of the Work by Owner.
- 2. Addenda Written or graphic instruments issued prior to the opening of Proposals that clarify, correct or change the Request for Proposals or the Contract Documents.
- 3. Agreement The Comprehensive Agreement between Owners and Design/Builder covering the Work and all Contract Documents.
- 4. Allowance An amount established in the Contract Documents for inclusion in the Contract Price to cover the cost of prescribed items not specified in detail.
- 5. Application for Payment The form which is to be used by Design/Builder in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
- 6. Architect of Record Professional legally responsible for the professional care of all design documents and Drawings.
 - 7. Bonds Performance and payment bonds and other instruments of security.
- 8. Change Notice A notice issued to the Design/Builder specifying a proposed change to the Contract Documents.
- 9. Change Order A written order, which is signed by Design/Builder and Owner or Owners, which authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
- 10. Claim A demand or assertion by Owner or Design/Builder seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a claim.
- 11. Conceptual Documents The drawings and specifications and/or other graphic or written materials, criteria and information concerning Owner's requirements for the Project, such as design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, including those items enumerated in the Proposal which show or describe the character and scope of, or relate to, the Work to be performed or furnished and which have been prepared by or for Owner.

- 12. Construction The result of performing or furnishing of labor, the furnishing and incorporating of materials and equipment into the Work and the furnishing of services (other than Design Professional Services) and documents, all as required by the Contract Documents.
- 13. Construction Sub-agreement A written agreement between Design/Builder and a construction Subcontractor for provision of Construction.
- 14. Contract Documents Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents.
- 15. Contract Price The moneys payable by Owner to Design/Builder for completion of the Work in accordance with the Contract Documents, less contingency and Owners' reserve.
- 16. Contract Times The numbers of days or the dates stated in the Agreement to (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment in accordance with paragraph 13.08.
- 17. Design Professional Services Services related to the preparation of Drawings, Specifications, and other design submittals specified by the Contract Documents and required to be performed by licensed design professionals, as well as other services provided by or for licensed design professionals during Bidding/Negotiating, Construction, or Operational phases.
- 18. Drawings Those portions of the Contract Documents prepared by or for Design/Builder and approved by Owner consisting of drawings, diagrams, illustrations, schedules and other data that show the scope, extent, and character of the Work.
- 19. Effective Date of the Agreement The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
- 20. Extra Work Work determined by Owner as not being covered by the Contract Documents.
- 21. Field Order A written order issued by Owner which orders minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
- 22. Final Acceptance "Final Acceptance" of the Work occurs when the Project is fully completed in full, absolute, and strict compliance with the Contracts Documents including completion of all punch list items, and Owner gives Design/Builder written acceptance thereof.
- 23. Hazardous Environmental Condition The presence at the Site of Asbestos, Hazardous Waste, PCB's, Petroleum Products or Radioactive Materials in such quantities or

circumstances that may present a substantial danger to persons or property exposed thereto on connection with the Work.

- 24. Hazardous Waste The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
- 25. Laws or Regulations Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.
- 26. Liens Charges, security interests or encumbrances upon real property or personal property.
- 27. Milestone A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
- 28. Notice of Award The written notice by Owner to the successful proposer stating that upon compliance by the successful proposer with the conditions precedent included therein, within the time specified, Owner will sign and deliver the Agreement.
- 29. Notice to Proceed A written notice given by Owner to Design/Builder fixing the date on which the Contract Times will commence to run and on which Design/Builder shall start to perform the Work.
- 30. Design/Builder The individual or entity with whom Owners have entered into the Agreement as defined in Va. Code § 56-575.1 *et seq.* and shall include design construction, improving, equipping and installation.
- 31. Owner or Owners— The "Owners" are the CITY OF NORFOLK and the SCHOOL BOARD OF THE CITY OF NORFOLK, the entities with whom Design/Builder has entered into the Comprehensive Agreement and for whom the Work is to be performed. The Contract Documents may refer to the Owners as if singular in number and neuter in gender. The terms "Owner" or "Owners" also means the authorized representative of Owners as set forth in the Comprehensive Agreement.
- 32. Partial Utilization Use by Owner of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.
 - 33. PCBs Polychlorinated biphenyls.
- 34. Petroleum Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.

- 35. Project The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.
- 36. Proposal The documents submitted by Design/Builder setting forth the design concepts, proposed prices, and other conditions for the Work to be performed.
- 37. Radioactive Material Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
- 38. Request for Proposals The document prepared by or for Owner specifying and describing Owner's objectives and the procedure to be followed in preparing and submitting a Proposal and awarding a contract.
- 39. Resident Project Representative The authorized representative of Owner who may be assigned to the Site or any part thereof.
- 40. Schedule of Values A schedule prepared by Design/Builder and acceptable to Owner indicating that portion of the Contract Price to be paid for each major component of the Work, aggregating the total original Contract Price.
- 41. Site Lands or other areas designated in the Contract Documents as being furnished by Owner upon which Construction is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner that are designated for use of Design/Builder.
- 42. Specifications The part of the Contract Documents prepared by or for Design/Builder and approved by Owner consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
- 43. Subcontractor An individual or entity other than a Supplier having a direct contract with Design/Builder or with any other Subcontractor for the performance of a part of the Work.
- 44. Sub-agreement A written agreement between Design/Builder and a design professional for provision of Design Professional Services.
- 45. Submittal A written or graphic document prepared by or for Design/Builder which is required by the Contract Documents to be submitted to Owner by Design/Builder. Submittals may include Drawings, Specifications, progress schedules, shop drawings, samples, cash flow projections, Schedules of Values, manufacturer's literature, catalog cuts, etc. Submittals other than Drawings and Specifications are not Contract Documents.

- 46. Substantial Completion The time at which the Work (or a specified part) has progressed to the point where it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part) can be fully utilized for the purposes for which it is intended as determined by Owner in its sole and unfettered discretion. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
- 47. Supplementary Conditions The part of the Contract Documents that amends or supplements these General Conditions.
- 48. Supplier A manufacturer, fabricator, supplier, distributor, material man or vendor having a direct contract with Design/Builder or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Design/Builder or any Subcontractor.
 - 49. Unit Price Work Work to be paid for on the basis of unit prices.
- 50. Work The entire construction or the various separately identifiable parts thereof required to be performed or furnished under the Contract Documents. Work includes and is the result of performing or furnishing Design Professional Services and Construction required by the Contract Documents.

1.02 Terminology

- A. Intent of Certain Terms or Adjectives:
- 1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.
- 2. The word "defective," when modifying the word "Construction" refers to Construction that is unsatisfactory, faulty, or deficient in that it does not fully, completely and strictly conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Owner's final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion) provided that the defect was not caused by Owner, or failure to complete any portion of the Work in a good and workmanlike fashion or such that it is not fit for its intended purpose.

The word "defective" when modifying the word "Design Professional Services" refers to any departure from the standard of care as defined in paragraph 6.01A.

3. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

- 4. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials or equipment or equipment complete and ready for intended use.
- 5. The words "perform" or "provide" when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
- 6. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Design/Builder, "provide" is implied.
- 7. Unless stated otherwise in the Contract Documents, words or phrases, which have a well-known technical or construction industry or trade meaning, are used in the Contract Documents in accordance with that meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 Delivery of Bonds

A. When Design/Builder delivers the executed Agreements to Owner, Design/Builder shall also deliver to Owner such Bonds as Design/Builder may be required to furnish in accordance with paragraph 5.01.A.

2.02 Commencement of Contract Time; Notice to Proceed

A. The Contract Time will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time after the Effective Date of the Agreement.

2.03 Starting the Work

A. Design/Builder shall start to perform the Work on the date when the Contract Time commences to run. No Work shall be done at the Site prior to the date on which the Contract Time commences to run.

2.04 Before Starting the Work

- A. *Preliminary Schedules:* Within 25 days after commencement of the Contract Times (unless otherwise specified in the Contract Documents), Design/Builder shall submit the following to Owner for its timely review:
- 1. A preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

- 2. A preliminary schedule of Submittals that will list each required Submittal and the times for submitting, reviewing and processing each Submittal;
- 3. A preliminary Schedule of Values for all of the Work which will include quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work; and
- 4. A preliminary cash flow projection estimating that portion of the Contract Price to be due during each month of performance.
- B. Evidence of Insurance: Before any Work at the Site is started, Design/Builder shall each deliver to Owner, certificates of insurance as required by paragraph 5.03 which Design/Builder is required to purchase and maintain in accordance with Article 5.

2.05 Initial Conference

A. Within five days after the Contract Time starts to run, Design/Builder will arrange a conference attended by Owner and Design/Builder and others as appropriate to establish a working understanding among the parties as to the Work and to discuss the design concepts, schedules referred to in paragraph 2.04.A, procedures for handling Submittals, processing Applications for Payment, maintaining required records and other matters.

2.06 Initial Acceptance of Schedules

- A. At least ten days before submission of the first Application for Payment (unless otherwise provided in the Contract Documents), Design/Builder will arrange a conference attended by Design/Builder, Owner and others as appropriate to review for acceptability the schedules submitted in accordance with paragraph 2.04. Contractor shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to the Design/Builder until the acceptable schedules are submitted to Owner.
- 1. The progress schedule will be acceptable to Owner if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on Owner responsibility for the progress schedule, for sequencing, scheduling or progress of the Work nor interfere with nor relieve Design/Builder from Design/Builder's full responsibility therefor.
- 2. Design/Builder's schedule of Submittals will be acceptable to Owner if it provides a workable arrangement for reviewing and processing the required Submittals.
- 3. Design/Builder's Schedule of Values will be acceptable to Owner as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 Intent

- A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be designed and constructed full, absolute, complete and strict compliance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for at no additional cost to Owner.

3.02 Reference Standards

- A. Standards, Specifications, Codes, Laws or Regulations.
- 1. Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect on the last day for receipt of Proposals except as may be otherwise specifically stated in the Contract Documents.
- 2. No provision of any such standard, specification, manual, code, or instruction of a Supplier shall be effective to change the duties and responsibilities of Owner, Design/Builder, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Owner any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 Resolving Discrepancies

- A. In the event of a discrepancy between the Conceptual Documents on the one hand and the Proposal or Drawings or Specifications on the other hand, the Proposal or Drawings or Specifications will control except when Owner has approved a Submittal pursuant to paragraph 6.17.B.
- B. Except as otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
- 1. The provisions of any such standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

2. The provisions of any such Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Amending and Supplementing Contract Documents

- A. The Contract Documents may be amended only in writing, signed by all parties, to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:
 - 1. Owner's approval of required Submittals (pursuant to paragraph 6.17.B);
 - 2. A Change Order;
 - 3. A Field Order;
 - 4. A Work Directive.

3.05 Ownership and Use of Documents

A. Upon payment in-full to Design/Builder for all design professional services under 6.01 of the General Conditions, all documents including Drawings and Specifications prepared or furnished by Design/Builder pursuant to this Agreement shall become and remain the property of Owner whether the Project is constructed or not. If Owner uses the said documents (or any part thereof) in connection with any other project without written verification, adaptation, and consent of Design/Builder, such use shall be at Owner's sole risk and Design/Builder shall have no liability therefor.

3.06 Electronic Data

- A. Copies of data furnished by Owner to Design/Builder or Design/Builder to Owner that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. The transferring party will correct any errors detected within the 60-day acceptance period.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents

resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; DIFFERING SITE CONDITIONS; REFERENCE POINTS; HAZARDOUS ENVIRONMENTAL CONDITIONS

4.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall furnish surveys describing the Site's physical characteristics, legal limitations and known documented utility locations for the Project and a legal description of the Site.
- B. Design/Builder shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 Differing Site Conditions

- A. Design/Builder shall promptly give a written notice to Owner of (i) subsurface or latent physical conditions at the Site which differ materially from those indicated in the Contract Documents, or (ii) unknown physical conditions at the Site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character called for by the Contract Documents.
- B. Owner will investigate the Site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Design/Builder's cost of, or the time required for, performing any part of the Work, whether or not changed as a result of the conditions, use of the Design-Builder contingency shall be applied to the extent set forth in the Comprehensive Agreement and an equitable adjustment in the Contract Time may be considered by the Owner. The Design-Builder shall not be entitled to any additional compensation other than the use of up to One Million Dollars (\$1,000.000.00) Design-Builder contingency, as may be remaining and as set forth in the Comprehensive Agreement. Any adjustment to the Contract Time under this clause shall be made by Change Order in accordance with Article 9.
- C. No request by Design/Builder for an equitable adjustment under paragraph 4.02 shall be allowed unless Design/Builder has given the written notice required; provided that Owner may extend the time prescribed in 9.03.A for giving written notice.
- D. The provisions of this paragraph 4.02 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

4.03 Reference Points

A. Design/Builder shall be responsible for laying out the Work and shall protect and preserve the reference points and property monuments if established by Owner and shall make no changes or relocations without the prior written approval of Owner. Design/Builder shall report to Owner whenever any reference point or property monument is lost or destroyed or requires

relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 Hazardous Environmental Condition at Site

- Design/Builder shall be responsible for any Hazardous Environmental Condition created by any materials brought to the Site by Design/Builder, Subcontractors, Suppliers or anyone else for whom Design/Builder is responsible. Any cost or expense associated with environmentally related violations of the law, the creation or maintenance of a nuisance, or releases of hazardous substances by Design/Builder or those for whom Design/Builder is responsible, including, but not limited to, the cost of any clean-up activities, removals, remediation, responses, damages, fines, administrative or civil penalties or charges imposed on Owner, whether because of actions or suits by any governmental or regulatory agency or by any private party, as a result of the release of any hazardous substances, or any noncompliance with or failure to meet any federal, State, or local standards, requirements, laws, statutes, regulations or the law of nuisance by Design/Builder (or its Subcontractors, Suppliers, agents, officers, employees, or any other persons, corporations, or legal entities employed, utilized or retained by Design/Builder) in the performance of the Agreement or related activities, shall be the sole responsibility of and shall be paid by Design/Builder. To the fullest extent permitted by Laws or Regulations, Design/Builder shall indemnify and hold harmless Owner, its agents, volunteers, servants, employees, and officials from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all other litigation costs) arising out of or resulting from such Hazardous Environmental Condition created by Design/Builder or anyone for whom Design/Builder is responsible. Nothing in this paragraph 4.04.A shall obligate Design/Builder to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- B. If Design/Builder encounters a pre-existing Hazardous Environmental Condition, Design/Builder shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Construction in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify Owner (and thereafter confirm such notice in writing). Owner shall promptly determine the necessity of retaining a qualified expert to evaluate such condition or take corrective action, if any.
- C. Design/Builder shall not be required to resume Construction in connection with such Hazardous Environmental Condition or in any such affected area until after Owner has obtained any required permits related thereto and delivered to Design/Builder written notice (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Construction, or (ii) specifying any special conditions under which such Construction may be resumed safely. If Owner and Design/Builder cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of such Construction stoppage or such special conditions under which Construction is agreed to be resumed by Design/Builder, either party may make a Claim therefore as provided in Article 9.

D. If after receipt of such special written notice Design/Builder does not agree to resume Construction based on a reasonable belief it is unsafe, or does not agree to resume such Construction under such special conditions, then Owner may order such portion of the Work that is related to such Hazardous Environmental Condition to be deleted from the Work. If Owner and Design/Builder cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefore as provided in Article 9. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

ARTICLE 5 – BONDS AND INSURANCE

5.01 Performance, Payment and Other Bonds

- A. Together with the executed Agreement, Design/Builder shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all Design/Builder's obligations to furnish, provide and pay for Work and related materials under the Contract Documents. These Bonds shall remain in effect as long as necessary to guarantee Contractor's obligations arising from the Agreement, except as provided otherwise by Laws or Regulations or by the Contract Documents. Design/Builder shall also furnish such other Bonds as are required by the Contract Documents.
- B. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by one or more surety companies selected by Design/Builder which are licensed and legally authorized to conduct the business of insurance including surety, within the Commonwealth of Virginia. All Bonds signed by an agent must be accompanied by a certified copy of the power of attorney for the surety's attorney-in-fact.
- C. If the surety on any Bond furnished by Design/Builder is declared bankrupt or becomes insolvent or its right to do business is terminated in the Commonwealth of Virginia or it ceases to meet the requirements of this Article, the Design/Builder shall within twenty days thereafter substitute another Bond and surety, both of which shall comply with the requirements of this Article.

5.02 Certificates of Insurance

A. Prior to commencing any Work, Design/Builder shall deliver to Owner, certificates of insurance (and other evidence of insurance requested by Owner) which Design/Builder is required to purchase and maintain. Evidence of replacement coverage shall be provided to the Owner 20 days prior to expiration of any such policies, so that there shall be no interruption in Work due to lack of proof of insurance coverage required by the Contract Documents. Owner shall not be liable for any delays (or costs or damages resulting there from) resulting from Design/Builder's failure to obtain the insurance required of Design/Builder under paragraph 5.03. Vendors, suppliers, material dealers and others who merely transport, pick up, deliver or carry materials, parts, or equipment or any other items or persons to or from the Project Site and those who furnish material worked to a special design but perform no operations at the

Project Site shall not be required to furnish a certificate(s) or other evidence of insurance to Owner.

5.03 Design/Builder's Liability Insurance

- A. Design/Builder shall purchase from and maintain such insurance as will provide protection from claims set forth below which may arise out of or result from Design/Builder's performance of the Work (including, but not limited to Design Professional Services) and Design/Builder's other obligations under the Contract Documents, whether it is to be performed by Design/Builder, any Subcontractor or Supplier or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
- 1. Claims under workers' compensation, disability benefits and other similar employee benefit acts;
- 2. Claims for damages because of bodily injury, occupational sickness or disease, or death of Design/Builder's employees;
- 3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than Design/Builder's employees;
- 4. Claims for damages insured by reasonably available personal injury liability coverage;
- 5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
- 6. Claims for damages because of bodily injury or death of a person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. All liability policies shall be written in an occurrence form unless otherwise specifically approved by the Owner. The Design/Builder shall secure and maintain in force insurance, including malicious mischief and vandalism, with minimum acceptable amounts described below, naming the City as additional insured during the life of the Contract:

1. Worker's Compensation:

- a. Coverage
 - (1) Employer's Liability: \$200,000 per accident injury

2. <u>Commercial General Liability</u>:

- a. Coverage
 - (1) \$2,000,000 per Occurrence

- (2) \$3,000,000 Aggregate
- (3) \$3,000,000 Completed Operations/Products Aggregate

b. Requirements

- (1) Contractual Liability shall be included
- (2) X.C.U. Coverage If the Contract requires any work procedures involving blasting, excavating, tunneling or other underground work, the liability coverage shall include Standard Blasting or Explosion Coverage, Standard Collapse Coverage and Standard Underground Coverage, commonly referred to as XCU liability coverage with limits of \$500,000 per occurrence and \$1,000,000 aggregate.
- (3) Completed Operations Extended to the 10 years or the Statute of Repose, whichever is less
 - (4) Broad Form Property Damage
 - (5) Fellow Employee Coverage
 - (6) No Residential Exclusions shall apply
- (7) Additional Insured Owner and Contractor to be included as Additional Insureds and this coverage shall include: Norfolk Public Schools and the City of Norfolk Premises/Operations coverage, Products/Completed Operations coverage, and apply on a Primary and Noncontributory basis.
- (8) No restrictions with regards to the scope of work being performed on the jobsite.
 - 3. <u>Errors and Omissions</u>:
 - a. Coverage: \$1,000,000 each occurrence, \$2,000,000 Aggregate
 - b. Requirement: Design Professional Liability
 - 4. <u>Comprehensive Automobile Liability:</u>
 - a. Coverage
 - (1) Bodily Injury: \$1,000,000 per Person \$2,000,000 per occurrence \$2,000,000 aggregate

- (2) Property Damage: \$500,000 Each Occurrence
- (3) Combined Single limit each accident: \$2,000,000
- b. Requirements
 - (1) Covers owned, non-owned, or hired vehicles
- (2) Additional Insured Owner and contractor to be included as Additional Insureds

5. Excess Liability:

a. Coverage

(1) Contractor - \$5,000,000 per occurrence, \$5,000,000

aggregate

(2) Sub-Contractor - \$1,000,000 per occurrence, \$1,000,000

aggregate

- b. Requirements Additional Insured Owner and Contractor to be included as Additional Insured utilizing form CG 20 10 11 85 or equivalent, and this coverage shall apply excess of all underlying coverage.
- 6. <u>Builder Risk</u>: Design/Builder shall provide builder's risk coverage on the full insurable value of the Work.
 - C. The policies of insurance required by paragraph 5.03 shall:
- 1. Include as additional insureds the Owner, and its agents, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
- 2. Contain a provision or endorsement that the coverage afforded will not be canceled, reduced, or renewal refused until at least thirty days' prior written notice has been given to the Owner, and provide for at least ten days prior written notice will be afforded prior to cancellations for failure of the Design-Builder to pay premiums.
- 3. Remain in effect at least until Final Acceptance of the entire Project and at all times thereafter when Contractor may be correcting, removing or replacing defective Construction in accordance with paragraphs 12.06 and 12.07; and
- 4. With respect to completed operations insurance, and any other insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and Design/Builder shall furnish Owner evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.04 Waiver of Subrogation

The insurance policies obtained by Design/Builder and Subcontractors pursuant to paragraph 5.03 shall be endorsed to include a waiver of subrogation in favor of indemnified parties or entities; provided, however, that all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

5.05 Acceptance of Bonds and Insurance; Option to Replace

If Owner has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by Design/Builder in accordance with Article 5 on the basis of their not complying with the Contract Documents, Owner shall so notify Design/Builder in writing after receipt of the certificates (or other evidence requested) required by paragraph 2.04.B. Design/Builder shall provide to Owner such additional information in respect of insurance provided as Owner may reasonably request. If Design/Builder does not purchase or maintain all of the Bonds and insurance required by the Contract Documents, Design/Builder shall notify Owner in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, Owner may elect to obtain equivalent Bonds or insurance to protect Design/Builder's interests at Design/Builders' sole cost and expense, and a Change Order shall be issued to adjust the Contract Price accordingly.

ARTICLE 6 – DESIGN/BUILDER'S RESPONSIBILITIES

6.01 Design Professional Services

A. Standard of Care. The standard of care for Design Professional Services performed or furnished under this Agreement will be the reasonable care, compliance and skill ordinarily used by members of the engineering or the particular design profession practicing under similar conditions at the same time and locality, including without limitation, in preparing plans and specifications and in making certain that the Construction is properly completed pursuant to the Drawings, Plans and Specifications.

B. Preliminary Design Phase. After the Contract Times commence to run, Design/Builder shall:

- 1. Consult with Owner as necessary to understand Owner's requirements for the Project and review available data;
- 2. Advise Owner as to the necessity of Owner's providing or obtaining from others additional reports, data, or services and assist Owner in obtaining such reports, data, or services;

- 3. Identify and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Design/Builder with whom consultation is to be undertaken in connection with the Project;

 4. Obtain such additional geo-technical and related information that it deems necessary for performance of the Work;

 5. On the basis of the Conceptual Documents and Design/Builder's Proposal, prepare preliminary design documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project;

 6. Identify any variations in the preliminary design documents from the Contract Documents in accordance with 6.17.B. [OMITTED]

 C. Final Design Phase. Design/Builder shall:
- 1. On the basis of the accepted Preliminary Design Phase documents, prepare final Drawings showing the scope, extent, and character of the Construction to be performed and furnished by Design/Builder and Specifications (which will be prepared, where appropriate, in general conformance with the division format of the Construction Specifications Institute);
- 2. Provide technical criteria, written descriptions and design data required for obtaining approvals of such governmental authorities as have jurisdiction to review or approve the final design of the Project, and assist Owner in consultations with appropriate authorities;
- 3. Furnish the above documents, Drawings, and Specifications to and review them with Owner within the times indicated in the schedules described in paragraphs 2.06.A.1 and 2.06.A.2; and
- 4. Identify any deviations from other Contract Documents in accordance with paragraph 6.17.B.

6.02 Supervision and Superintendence of Construction

- A. Design/Builder shall supervise, inspect and direct the Construction competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to provide the Construction in accordance with the Contract Documents. Design/Builder shall be solely responsible for the means, methods, techniques, sequences and procedures of Construction. Design/Builder shall be responsible to see that the completed Construction complies accurately with the Contract Documents and shall keep Owner as to the quality and progress of the Construction.
- B. At all times during the progress of Construction, the Design/Builder shall assign a competent resident superintendent thereto, who shall not be replaced without written notice to Owner except under extraordinary circumstances. The superintendent will be Design/Builder's

representative at the Site and shall have authority to act on behalf of Design/Builder. All communications given to or received from the superintendent shall be binding on Design/Builder.

6.03 Labor, Working Hours

A. Design/Builder shall provide competent, suitably qualified personnel to perform the Work as required by the Contract Documents. Design/Builder shall at all times maintain good discipline and order at the Site.

6.04 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Design/Builder shall furnish or cause to be furnished and assume full responsibility for materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the Work.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Contract Documents shall expressly run to the benefit of Owner. If reasonably required by Owner, Design/Builder shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

6.05 Not Used

6.06 Concerning Subcontractors, Suppliers, and Others

- A. Design/Builder shall not employ any Subcontractor, Supplier, or other individual or entity against whom Owner may have reasonable objection. Design/Builder shall not be required to employ any Subcontractor, Supplier or other individual or entity to furnish or perform any of the Work against whom Design/Builder has reasonable objection.
- B. Design/Builder shall be fully responsible to Owner for all acts and omissions of the Subcontractors, Suppliers and other individuals or entities performing or furnishing any of the Work just as Design/Builder is responsible for Design/Builder's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner and any such Subcontractor, Supplier, or other individual or entity, nor shall it create any obligation on the part of Owner to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws or Regulations.

- C. Design/Builder shall be solely responsible for scheduling and coordinating Subcontractors, Suppliers and other individuals and entities performing or furnishing any of the Work under a direct or indirect contract with Design/Builder.
- D. Design/Builder shall require all Subcontractors, Suppliers and such other individuals and entities performing or furnishing any of the Work to communicate with the Owner through Design/Builder.
- E. All Work performed for Design/Builder by a Subcontractor or Supplier will be pursuant to an appropriate Design Sub-agreement or Construction Sub-agreement between Design/Builder and the Subcontractor or Supplier that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.05, the agreement between the Design/Builder and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Design/Builder, Owner's Consultant, and all other additional insureds (and their officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Design/Builder will obtain the same.

6.07 Patent Fees and Royalties

- A. Design/Builder shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Conceptual Documents for use in the performance of the Construction and if to the actual knowledge of Owner its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Conceptual Documents.
- B. Design/Builder shall indemnify and hold harmless Owner, its agents, servants, employees, and officials from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all litigation costs) arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not identified in the Conceptual Documents. This section shall survive termination or expiration of this Agreement.

6.08 Permits

A. Unless otherwise provided in the Contract Documents, Design/Builder shall obtain and pay for all necessary permits, licenses, and approvals of governmental authorities having jurisdiction over the Work. Design/Builder shall pay all governmental charges and inspection fees

necessary for the performance of the Work, which are applicable on the last day for receipt of Proposals. Design/Builder shall pay all charges of utility owners for connections to the Work.

6.09 Laws or Regulations

- A. Design/Builder shall give all notices required by and comply with all Laws or Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, Owner shall not be responsible for monitoring Design/Builder's compliance with any Laws or Regulations.
- B. If Design/Builder performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Design/Builder shall bear all costs arising therefrom.
- C. Changes in Laws or Regulations not known on the date of receipt of Proposals having an effect on the cost or time of performance may be the subject of a change in Contract Price or Contract Times.

6.10 Taxes

A. Design/Builder shall pay all sales, consumer, use, and other similar taxes required to be paid by Design/Builder in accordance with the Laws or Regulations of the place of the Project that are applicable during the performance of the Work.

6.11 Use of Site and Other Areas

- A. Limitation on Use of Site and Other Areas.
- 1. Design/Builder shall confine construction equipment, the storage of materials and equipment, and the operations of construction workers to the Site, and shall not unreasonably encumber the Site with construction equipment or other materials or equipment. Design/Builder shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work.
- 2. Should any claim be made by any such owner or occupant because of the performance of Work, Design/Builder shall promptly settle with such other party by negotiation or otherwise resolve the claim at law.
- 3. To the fullest extent permitted by Laws or Regulations, Design/Builder shall indemnify and hold harmless Owner, its agents, servants, employees, and officials from and against all claims, costs, losses and damages (including, but not limited to, fees of engineers, architects, attorneys and other professionals and litigation costs) arising out of or resulting from any claim brought by any such owner or occupant against Owner, or any other party indemnified hereunder to the extent caused by or based upon Design/Builder's performance of the Construction. This paragraph shall survive termination and expiration of this Agreement.

- B. *Removal of Debris*. During the performance of the Construction, Design/Builder shall keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the Construction. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws or Regulations.
- C. Cleaning. Prior to Substantial Completion, Design/Builder shall clean the Site and make it ready for utilization by Owner. At completion of Construction, Design/Builder shall remove all tools, appliances, construction equipment, temporary construction and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. Loading Structures. Design/Builder shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Design/Builder subject any part of the Construction or adjacent property to stresses or pressures that will endanger it.

6.12 Record Documents

A. Design/Builder shall maintain in a safe place at the Site one record copy of all Drawings, Shop Drawings, Specifications, Addenda, Change Orders, and Field Orders in good order and annotated to show all changes made during performance of the Work. These record documents together with all approved Submittals will be available to Owner for reference. Upon completion of the Work, these record documents and Submittals, including a reproducible set of record drawings, a hard copy set of the record drawings, and drawings in an electronic format (.dwg) will be delivered to Owner.

6.13 Safety and Protection

- A. Design/Builder shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Design/Builder shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;
- 2. All Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
- 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Design/Builder shall comply with applicable Laws or Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Design/Builder shall notify owners of adjacent property and of underground facilities and utility

owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

- C. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Design/Builder, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Design/Builder.
- D. Design/Builder's duties and responsibilities for safety and for protection of the construction shall continue until such time as all the Work is completed and Owner has issued a notice to Design/Builder in accordance with paragraph 13.08.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 Safety Representative

A. Design/Builder shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs. The safety representative shall be on Site at all times while Work is in progress. The safety representative will be the on-site superintendent in conjunction with the safety consultant.

6.15 Hazard Communication Programs

A. Design/Builder shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 Emergencies

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Design/Builder is obligated to act to prevent threatened damage, injury or loss. Design/Builder shall give Owner prompt written notice if Design/Builder believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If a change in the Contract Documents is required because of the action taken by Design/Builder in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 Submittals

- A. Design/Builder will provide a copy of all approved Submittals to Owner.
- B. Owner's review of Submittals shall not relieve Design/Builder from responsibility for any variation from the requirements of the Contract Documents unless Design/Builder has in a separate written communication at the time of submission called Owner's attention to each such variation and Owner has given written approval.

6.18 Continuing the Work

A. Design/Builder shall diligently commence, prosecute and complete and shall continue the Work and adhere to the master schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as Design/Builder and Owner may otherwise agree in writing.

6.19 Post-Construction Phase

A. Design/Builder shall:

- 1. Provide start-up, testing, refining and adjusting of any equipment or system.
- 2. Provide training of Owner's staff to operate and maintain the Work.
- 3. Assist Owner in developing systems and procedures for control of the operation and maintenance of and record keeping for the Work.

6.20 Design/Builder's General Warranty and Guarantee

- A. Design/Builder warrants and guarantees to Owner that all Design Professional Services and Construction will be in full, absolute, complete and strict compliance with the Contract Documents, will not be defective, and will meet or exceed the applicable standard of care. Design/Builder's warranty and guarantee hereunder excludes defects or damage caused by:
- 1. Abuse, modification or improper maintenance or operation by persons other than Design/Builder, subcontractors, sub-consultant, or suppliers or any other individual or entity for whom Design/Builder is responsible; or
 - 2. Normal wear and tear under normal usage.
- B. Design/Builder's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Design/Builder's obligation to perform the Work in accordance with the Contract Documents:
 - 1. Observations by Owner;
 - 2. The making of any progress or final payment;
 - 3. The issuance of a certificate of Substantial Completion;
 - 4. Use or occupancy of the Work or any part thereof by Owner;
 - 5. Any acceptance by Owner or any failure to do so;

- 6. Any review and approval of a Submittal;
- 7. Any inspection, test or approval by others; or
- 8. Any correction of defective Professional Design Services and/or Construction by Owner.

6.21 Indemnification

- It is understood and agreed that Design/Builder hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Design/Builder, its subcontractors, subconsultants, agents or employees under or in connection with this Agreement or the performance or failure to perform the Work required by this Agreement, including, without limitation, all Design Professional Services and Construction. To the fullest extent permitted by Laws or Regulations, Design/Builder shall indemnify and hold harmless Owner, its agents, volunteers servants employees and officials from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all litigation costs) suffered by any indemnified party or entity arising out of or resulting from (a) Design Professional Services and/or the performance of Construction by Design/Builder or those for whom Design/Builder is legally liable, including its subcontractors, sub-consultants, any supplier or any individual or entity directly or indirectly employed by any of them to perform or furnish any of the Work.; and (b) the violation of any Laws or Regulations applicable to this Agreement. Upon written demand by Owner, Design/Builder shall assume and defend through attorneys selected by the Design/Builder at Design/Builder's sole expense any and all such suits or defense of claims made against Owner, its agents, volunteers, servants employees or officials.
- B. In any and all claims against Owner, its agents, volunteers, servants, employees and officials by any employee (or the survivor or personal representative of such employee) of Design/Builder, any subcontractor, sub-consultant, any supplier, any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.21.A shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Design/Builder or any such subcontractor, sub-consultant, supplier, or other individual or entity under workers' compensation acts, disability benefit acts or other employee benefit acts. This section shall survive termination or expiration of this Agreement.

ARTICLE 7 – OTHER CONSTRUCTION

7.01 Related Work at Site

A. Owner may perform other Work related to the Project at the Site by Owner's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

- 1. Written notice thereof will be given to Design/Builder prior to starting any such other work; and
- 2. Design/Builder may make a Claim therefor as provided in Article 9 if Design/Builder believes that such performance will involve additional expense to Design/Builder or requires additional time and the parties are unable to agree as to the amount or extent thereof.
- B. Design/Builder shall afford each other contractor who is a party to such a direct contract and each utility owner (and Owner, if Owner is performing the additional work with Owner's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, Design/Builder shall do all cutting, fitting, and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Design/Builder shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Owner and the others whose work will be affected. The duties and responsibilities of Design/Builder under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Design/Builder in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Design/Builder's Work depends upon work performed or services provided by others under this Article 7, Design/Builder shall inspect such other work and appropriate instruments of service and promptly report to Owner in writing any delays, defects or deficiencies in such other work or services that render it unavailable or unsuitable for the proper execution and results of Design/Builder's Work. Design/Builder's failure so to report will constitute an acceptance of such other work as fit and proper for integration with Design/Builder's Work except for latent or non-apparent defects and deficiencies in such other work.

7.02 Coordination

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
- 1. The individual or entity who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified;
- 2. The specific matters to be covered by such authority and responsibility will be itemized: and
 - 3. The extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility in respect of such coordination.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 General

surveys;

- A. The responsibilities of Owner include the following:
- 1. Owner shall designate in writing a person to act as Owner's Representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, make decisions with respect to performance of the Work, and shall provide such other services as may be agreed upon. Owner may assign various inspectors to inspect the progress and quality of the Work;
- 2. Owner shall make payments to Design/Builder promptly when they are due as provided in paragraph 13.03 and 13.08;
 - 3. Furnish the Site as set forth in paragraph 4.01.A;
- 4. Furnish to Design/Builder, as required for performance of Design/Builder's Services, if available and in the possession of Owner, the following, all of which Design/Builder may use and rely upon in performing services under this Agreement:
 - a. Environmental assessment and impact statements;
 - b. Property, boundary, easement, right-of-way, topographic, and utility
 - c. Property descriptions;
 - d. Zoning, deed, and other land use restrictions;
- e. Permits, licenses, and approvals of government authorities that the Owner is specifically required to obtain by the Contract Documents; and
- f. All subsurface data at or contiguous to the Site which Owner may have obtained.
- 5. Provide information known to or in the possession of Owner relating to the presence of materials and substances at the Site that could create a Hazardous Environmental Condition.
- 6. Process submittals, drawings, and time sensitive questions in a timely fashion so as not to delay the Work.

8.02 Limitations on Owner's Responsibilities

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Design/Builder's means, methods, techniques, sequences, or procedures of design and/or construction or the safety precautions and programs incident thereto, or for any failure of Design/Builder to comply with Laws or Regulations applicable to the furnishing or performance of the Work. Owner will not be responsible for Design/Builder's failure to perform the Work in accordance with the Contract Documents.

8.03 Undisclosed Hazardous Environmental Condition

A. Owner's responsibility in respect of undisclosed Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Materials uncovered or revealed at the Site is set forth in paragraph 4.04.

8.04 Resident Project Representation

A. Owner shall designate a Resident Project Representative. The Resident Project Representative has the authority to approve changes in the scope of the project and shall be available during working hours and as often as may be required to render decisions and furnish information in a timely manner. Owner may at any time in its discretion change the Resident Project Representative with prior written notice to Design/Builder. Design/Builder shall be entitled to reply on all changes approved by Owner's Resident Project Representative.

ARTICLE 9 – CHANGES IN THE WORK; CLAIMS

9.01 Authorized Changes in the Work

A. Without invalidating the Agreement and without notice to any surety, Owner may, at any time or from time to time, in writing, order additions, deletions, or revisions in the Work within the general scope of the Contract by a Change Order. Upon receipt of any such documents, Design/Builder shall promptly proceed with the Work involved that will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

9.02 Unauthorized Changes in the Work

A. Design/Builder shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Construction as provided in paragraph 12.04.

9.03 Claims

A. Notice. If Owner and Design/Builder are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract

Times that should be allowed as a result of any order of Owner pursuant to paragraph 9.01.A or other occurrence for which the Contract Documents provide that such adjustment(s) may be made, a Claim may be made therefore. Written notice of intent to make such a Claim shall be submitted to the other party promptly and in no event more than 15 days after the start of the occurrence or event giving rise to the Claim.

- B. Documentation. The claiming party shall submit substantiating documentation within 30 days after delivery of the notice required by paragraph 9.03.A.
- C. Decision. The other party shall render a decision on the Claim no more than 30 days after the receipt of the substantiating documentation required by paragraph 9.03.B. This decision will be final and binding unless the claiming party gives notice of intention to exercise its rights under Article 15 within 30 days of receipt of the decision and exercises such rights within 30 days of giving the notice of intent.
- D. Time Limit Extension. The time limits of paragraphs 9.03.B and 9.03.C may be extended by mutual written agreement.

9.04 Execution of Change Orders

- A. Owner and Design/Builder shall execute appropriate Change Orders covering:
- 1. Changes in the Work which are (i) ordered by Owner pursuant to paragraph 9.01, (ii) required because of acceptance of defective Construction under paragraph 12.08 or Owner's correction of defective Work under paragraph 12.09 or (iii) agreed to by the parties.

9.05 Notice to Sureties

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be Design/Builder's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

ARTICLE 10 – COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

10.01 Cost of the Work

A. Costs Included. The term Cost of the Work means the sum of all costs necessarily incurred and paid by Design/Builder in the proper performance of the Work. When the value of Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Design/Builder will be only those additional or incremental costs required because of the change of the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall

include only the following items, and shall not include any of the costs itemized in paragraph 10.01.B:

- 1. Payroll costs for employees in the direct employ of Design/Builder in the performance of the Work under schedules of job classifications agreed upon by Owner and Design/Builder.
- a. Such employees shall include without limitation superintendents, foremen, and other personnel employed full-time at the Site along with the project manager, project manager assistants, and support staff located at the Design/Builders home office while specifically working on this project. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays shall be included in the above to the extent authorized by Owner.
- b. Such employees shall also include engineers, engineering technicians, architects, and others providing Design Professional Services. For purposes of this paragraph 10.01.A.1, Design/Builder shall be entitled to payment for such employees an amount equal to salary costs times a factor, both as designated in the Agreement, for all services performed or furnished by such employees engaged on the Project.
- 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Design/Builder unless Owner deposits funds with Design/Builder with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Design/Builder shall make provisions so that they may be obtained.
- 3. Payments made by Design/Builder to Subcontractors (excluding payments for Design Professional Services pursuant to paragraph 10.01.A.4) for Work performed or furnished by Subcontractors. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Design/Builder's Cost of the Work and fee.
- 4. Payments made by Design/Builder for Design Professional Services provided or furnished under a Design Sub-agreement.
- 5. Costs of special consultants (including but not limited to testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

- 6. Supplemental costs including the following items:
- a. The proportion of necessary transportation, travel and subsistence expenses of Design/Builder's employees incurred in discharge of duties connected with the Work.
- b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the Site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Design/Builder.
- c. Rentals of all construction or engineering equipment and machinery and the parts thereof whether rented from Design/Builder or others in accordance with rental agreements approved by Owner, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Design/Builder is liable, imposed by Laws or Regulations.
- e. Deposits lost for causes other than negligence of Design/Builder, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses, damages, and related expenses caused by damage to the Work not compensated by insurance or otherwise, sustained by Design/Builder in connection with the furnishing and performance of the Work provided they have resulted from causes other than the negligence of Design/Builder, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Design/Builder's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.
- i. Cost of premiums for all Bonds and insurance Design/Builder is required by the Contract Documents to purchase and maintain.

- B. Costs Excluded. The term Cost of the Work shall not include any of the following items:
- 1. Payroll costs and other compensation of Design/Builder's officers, executives, principals (of partnerships and sole proprietorships), are to be considered administrative costs covered by the Design/Builder's fee.
- 2. Expenses of Design/Builder's principal and branch offices other than Design/Builder's office at the Site.
- 3. Any part of Design/Builder's capital expenses, including interest on Design/Builder's capital employed for the Work and charges against Design/Builder for delinquent payments.
- 4. Costs due to the negligence of Design/Builder, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 10.01.A.
- C. Design/Builder's Fee. When the value of the Work covered by a Change Order is determined on the basis of Cost of the Work, Design/Builder's fee shall be determined as set forth in paragraph 11.01.C.
- D. Documentation. Whenever the cost of any Work is to be determined pursuant to paragraph 10.01.A and 10.01.B, Design/Builder will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Owner an itemized cost breakdown together with supporting data.

10.02 Cash Allowances

- A. The Contract Price includes all allowances so named in the Contract Documents. Design/Builder shall cause the Work so covered to be performed for such sums as may be acceptable to Owner. Design/Builder agrees that:
- 1. The allowances include the cost to Design/Builder (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
- 2. Except as set forth in the Contract Documents, Design/Builder's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued to reflect actual amounts due Design/Builder on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

10.03 Unit Prices

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all of Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Design/Builder will be made by Owner and testing company if applicable.
- B. Each unit price will be deemed to include an amount considered by Design/Builder to be adequate to cover Design/Builder's overhead and profit for each separately identified item.

ARTICLE 11 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIME

11.01 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice delivered by the party making the Claim to the other party promptly in accordance with paragraph 9.03.A.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
- 1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 10.03); or
- 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum
- 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 11.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 10.01) plus a Design/Builder's Fee for overhead and profit (determined as provided in paragraph 11.01.C).
- C. Design/Builder's Fee: The Design/Builder's fee for overhead and profit on Change Orders shall be determined as follows:

- 1. A fee based on the following percentages of the various portions of the Cost of the Work:
- a. For costs incurred under paragraphs 10.01.A.1.a and 10.01.A.2, the Design/Builder's fee shall be 15 percent;
- b. For costs incurred under paragraph 10.01.A.3 10.01.A.4, 10.01.A.5 and 10.01.A.6, the Design/Builder's fee shall be five percent;
- c. Where one or more tiers of subcontracts are included in the basis of Cost of the Work plus a fee, paragraphs 11.01.C.1.a. and 11.01.C.1.b. set forth that the Subcontractor who actually performs or furnishes Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 10.01.A.1 and 10.01.A.2 and that any higher tier Subcontractor will be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
- d. For subcontractor(s) with the same partial or full owner(s) as the Design/Builder entity, the maximum fee for the Design/Builder and subcontractor(s) shall be as if the Design/Builder performed the work, paragraph 11.01.C.1a.
- e. The amount of credit to be allowed by Design/Builder to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Design/Builder's fee by an amount equal to five percent of such net decrease; and
- f. When both additions and credits are involved in any one change, the adjustment in Design/Builder's fee shall be computed on the basis of the net change.

11.02 Change of Contract Times

- A. The Contract Times (or Milestones) may only be changed by a Change Order. Any Claim for an adjustment of the Contract Times (or Milestones) shall be based on written notice pursuant to paragraph 9.03.A.
- B. Delays Beyond Design/Builder's Control. Where Design/Builder is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of Design/Builder, the Design/Builder shall be entitled to a non-compensatory time extension in an amount equal to the time lost due to such delay if a Claim is made therefore as provided in paragraph 11.02.A. Delays beyond the control of Design/Builder shall include, but not be limited to, acts or neglect by governmental agencies, fires, floods, terrorist attacks, epidemics, unusually severe weather conditions, or acts of God. Weather shall be considered "unusually severe" only if a weather condition, or any combination of weather conditions, causes Design/Builder to lose a number of Work days during a calendar month where the total number of lost days for that calendar month exceeds the number of budgeted lost work days listed below for that calendar month. Weather—related delay claims shall be subject to the notice requirements of paragraph 9.03.A. Upon timely written notice and documentation of such delay, Design/Builder

shall be entitled to a compensatory time extension only in accordance with paragraph C following, and the time for performance as herein specified shall be adjusted by adding the number of excess work days lost because of the weather condition(s) to the duration of the activities actually affected by the weather condition(s). At its sole and unfettered discretion, Owner may elect to require Design/Builder to recover the time lost as a result of such delay, under which circumstances; Owner shall pay Design/Builder the reasonable, actual additional cost of recovering lost time, but no additional fee. The remedy set forth in this sub-section shall be Design/Builder's sole and exclusive remedy for an excusable delay as defined in this sub-section. A work day is defined as Monday through Friday, unless prior written notice is provided by Design/Builder to Owner that it intends to perform Work on any given Saturday and/ or Sunday. Design/Builder shall not be entitled to weather-related time extensions or, if applicable, costs for recovering lost time, for any Saturday or Sunday for which prior written notice was not provided. As stated herein, Design/Builder shall anticipate the potential loss of the number of work days listed below for each calendar month due to weather, and shall schedule the Work accordingly:

January =8; February=8; March=8; April=6; May=4; June=4; July=4; August=3; September=3; October=3; November=4; December=6

- C. If Owner or other contractor or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Design/Builder shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Design/Builder's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Design/Builder's ability to complete the Work within the Contract Times.
- D. Owner shall not be liable to Design/Builder for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all litigation costs) sustained by Design/Builder on or in connection with any other project or anticipated project.
- E. Design/Builder shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Design/Builder. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Design/Builder. All delays within the control of Design/Builder shall be subject to the Liquidated Damages provision contained in Paragraph 3.03 of the Design/Build Agreement.

ARTICLE 12 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE DESIGN PROFESSIONAL SERVICES AND/OR CONSTRUCTION

12.01 Notice of Defects

A. Owner shall give Design/Builder prompt written notice of all defective Design Professional Services and/or Construction of which Owner has actual knowledge. All defective Design Professional Services and/or Construction may be rejected, corrected or accepted as provided in this Article 12.

12.02 Access to Construction

A. Owner, Owner's inspectors, other representatives, consultants and personnel of Owner, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the Site and the Construction at reasonable times for their observation, inspecting, and testing. Design/Builder shall provide them proper and safe conditions for such access and advise them of Design/Builder's Site safety procedures and programs so that they may comply therewith as applicable.

12.03 Tests and Inspections

- A. If the Contract Documents or Laws or Regulations of any public body having jurisdiction require any part of the Construction specifically to be inspected, tested or approved, Design/Builder shall assume full responsibility for arranging and obtaining such Special Inspections, Building Code inspections, tests or approvals, pay all costs in connection therewith, and furnish Owner the required certificates of inspection or approval. Design/Builder shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's acceptance of materials or equipment to be incorporated in the Work or of materials, mix designs, or equipment submitted for approval prior to Design/Builder's purchase thereof for incorporation in the Work.
- B. Design/Builder shall give Owner reasonable notice of the planned schedule for all required inspections, tests, or approvals.
- C. If any Construction (or the construction work of others) that is required to be inspected, tested, or approved is covered by Design/Builder without written concurrence of Owner, it must, if requested by Owner, be uncovered for observation at Design/Builder's expense unless Design/Builder has given Owner timely notice of Design/Builder's intention to cover the same and Owner has not acted with reasonable promptness in response to such notice.

12.04 Uncovering Construction

- A. If any Construction is covered contrary to the written request of Owner, it must, if requested by Owner, be uncovered for Owner's observation and recovered at Design/Builder's expense.
- B. If Owner considers it necessary or advisable that covered Construction be observed by Owner or inspected or tested by others, Design/Builder, at Owner's request, shall uncover, expose or otherwise make available for observation, inspection or testing as Owner may require, that portion of the Construction in question, furnishing all necessary labor, material and equipment. If it is found that such Construction is defective, Design/Builder shall pay all costs and damages caused by or resulting from such uncovering exposure, observation, inspection and testing and of

satisfactory replacement or reconstruction, (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, all litigation costs, and all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor a sprovided in Article 9. If, however, such Construction is not found to be defective, Design/Builder shall be allowed an incease in the Contract Price or an extention of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Design/Builder may make a Claim therefor as provided in Article 9.

12.05 Owner May Stop Construction

A. If the Design Professional Services and/or Construction are defective, or Design/Builder fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform Construction in such a way that the completed Construction will conform to the Contract Documents, Owner may order Design/Builder to stop Construction or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop Construction will not give rise to any duty on the part of Owner to exercise this right for the benefit of Design/Builder or any other party, nor shall the exercise of such right entitle the Design/Builder to any change in the Contract Price or Contract Times.

12.06 Correction or Removal of Defective Design Professional Services and or/ Construction

A. Owner will have authority to disapprove or reject defective Design Professional Services and/or Construction and will have authority to require special inspection or testing of the Construction whether or not the Construction is fabricated, installed or completed. If required by Owner, Design/Builder shall promptly, as directed, either correct all defective Design Professional Services and/or Construction, whether or not fabricated, installed or completed, or, if the Construction has been rejected by Owner, remove it from the Site and replace it with non-defective Construction. Design/Builder shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and all litigation costs) arising out of or relating to such correction or removal.

12.07 Correction Period

A. If within one year after the date of Substantial Completion of the entire Work or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Design Professional Services and/or Construction is found to be defective, Design/Builder shall promptly, without cost to Owner and in accordance with Owner's written instructions, (i) correct such defective Design Professional Services and/or Construction, or, if it has been rejected by Owner, remove the Construction from the Site and replace it with Construction that is not defective, and (ii) satisfactorily correct or remove and replace any

damage to other Construction or the work of others resulting therefrom. If Design/Builder does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Design Professional Services and/or Construction corrected or the rejected Construction removed and replaced, and all costs, losses, and damages caused by or resulting from such removal and replacement (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, all litigation costs, and all costs of repair or replacement of work of others) will be paid by Design/Builder. Nothing herein shall be construed to change, limit or waive any rights or remedies to which Owner may be entitled, including, without limitation, recovery for breach of contract, professional malpractice, or otherwise, within the applicable Statute of Limitations.

- B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Conceptual Documents.
- C. Where defective Design Professional Services and/or Construction (and damage to other Construction resulting therefrom) have been corrected, removed or replaced under this paragraph 12.07, the correction period hereunder with respect to such Construction will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

12.08 Acceptance of Defective Design Professional Services and/or Construction

A. If, instead of requiring correction or removal and replacement of defective Design Professional Services and/or Construction, Owner prefers to accept it, Owner may do so. Design/Builder shall pay all costs, losses, and damages (including but not limited to all reasonable fees and charges of engineers, architects, attorneys and other professionals and all litigation costs) attributable to Owner's evaluation of and determination to accept such defective Design Professional Services and/or Construction. If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents, and Owner shall be entitled to an appropriate decrease in the Contract Price reflecting the diminished value of the Design Professional Services and/or Construction so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Article 9. If the acceptance occurs after final payment, an appropriate amount will be paid by Design/Builder to Owner.

12.09 Owner May Correct Defective Design Professional Services and/or Construction

A. If Design/Builder fails within a reasonable time after written notice from Owner to correct defective Design Professional Services and/or Construction or to remove and replace rejected Construction as required by Owner in accordance with paragraphs 12.06.A or 12.07.A, or if Design/Builder fails to perform the Construction in accordance with the Contract Documents, or if Design/Builder fails to comply with any other provision of the Contract Documents, Owner may, after 14 days written notice to Design/Builder, correct and remedy any such deficiency.

- B. In connection with the corrective and remedial action described herein, Owner may exclude Design/Builder from all or part of the Site, take possession of all or part of the Construction, and suspend Design/Builder's services related thereto, take possession of Design/Builder's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Construction all materials and equipment stored at the Site or for which Owner has paid Design/Builder but which are stored elsewhere. Design/Builder shall allow Owner, Owner's consultants, Owner's representatives, agents, employees, and other contractors' access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All costs, losses, and damages (included but not limited to fees and charges of engineers, architects, attorneys and other professionals, all litigation costs and all costs of repair or replacement of work of others) incurred or sustained by Owner in exercising such rights and remedies under this paragraph 12.09 will be charged against Design/Builder and a Change Order will be issued incorporating the necessary revisions in the Contract Documents, and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Article 9, but shall not be subject to the notice requirement contained in paragraph 9.03.
- D. Design/Builder shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this paragraph 12.09.

ARTICLE 13 – PAYMENTS TO DESIGN/BUILDER AND COMPLETION

13.01 Schedule of Values

A. The Schedule of Values established as provided in paragraph 2.04.A.3 will serve as the basis for progress payments. Progress payments on account of Unit Price Work will be based on the number of units completed.

13.02 Application for Progress Payment

A. On or about the date established in the Agreement for submission of each application for progress payment (but not more often than once a month), Design/Builder shall submit to Owner for review an Application for Payment filled out and signed by Design/Builder covering the Work completed as of the date indicated on the Application and accompanied by supporting documentation as required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner's interest therein, with "Owner as Beneficiary as Interest May Appear" stated on the insurance certificate, all of which will be satisfactory to Owner.

- B. Beginning with the second Application for Payment, each Application shall include an affidavit of Design/Builder stating that all previous progress payments received on account of the Work have been applied on account to discharge Design/Builder's legitimate obligations associated with prior Applications for Payment.
 - C. The amount of retainage with respect to progress payments will be set at 5%.

13.03 Progress Payments

- A. Procedure. Progress payments shall be made by the Owner to the Design/Builder according to the following procedure:
- 1. Owner will, within five days of receipt of each Application for Payment, either indicate in writing its acceptance of the Application and state that the Application is being processed for payment, or return the Application to Design/Builder indicating in writing its reasons for refusing to accept the Application. Not more than thirty days after receipt such Application the amount will become due and when due will be paid by Owner to Design/Builder.
- 2. If Owner should fail to pay Design/Builder at the time the payment of any amount becomes due, then Design/Builder may, at any time thereafter, upon serving written notice that it will stop the Work within seven days after receipt of the notice by Owner, and after such seven day period, stop the Work until payment of the amount owing has been received. Written notice shall be deemed to have been duly served if sent by certified mail to the last known business address of Owner except as set forth in paragraphs B and C following, Design/Builder shall be entitled to an extension of the Contract time on account of work stoppage resulting from nonpayment by Owner.
- 3. No Progress Payment nor any partial or entire use or occupancy of the Project by Owner shall constitute an acceptance of any Work not in accordance with the Contract Documents.
- B. Reduction in or Refusal to Make Payment. Owner may refuse to make the whole or any part of any such payment, or because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any previous payment, to the extent that is reasonably necessary to protect Owner from loss because:
- 1. The Construction is defective, or completed Construction has been damaged by Design/Builder or its subcontractors requiring correction or replacement; or
 - 2. The Contract Price has been reduced by Change Order; or
- 3. Owner has been required to correct defective Construction or complete Work in accordance with paragraph 12.09.A; or

- 4. Owner has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.A; or
- 5. Claims have been made against Owner on account of Design/Builder's performance or furnishing of the Work; or
- 6. Liens have been filed in connection with the Work, except where Design/Builder has delivered a specific Bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
- 7. Pursuant to the terms of the Contract Documents, there are other items entitling Owner to a set off against the amount for which application is made.
- C. If Owner refuses to make payment of the full amount requested by Design/Builder, Owner must give Design/Builder immediate written notice stating the reasons for such action and promptly pay Design/Builder any amount remaining after deduction of the amount withheld. Owner shall promptly pay Design/Builder the amount withheld or any adjustment thereto agreed to when Design/Builder corrects to Owner's satisfaction the reason for such action.

13.04 Design/Builder's Warranty of Title

A. Design/Builder warrants and guarantees that title to all Construction, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

13.05 Substantial Completion

- When Design/Builder considers the Work ready for its intended use A. Design/Builder shall notify Owner in writing that the Work is substantially complete (except for items specifically listed by Design/Builder as incomplete) and request that Owner issue a certificate of Substantial Completion. Promptly thereafter, Owner and Design/Builder shall make an inspection of the Work to determine the status of completion. The Design-Build "Architect of Record" shall be required to participate in the Inspection and shall be responsible for documenting all comments made during the inspection. If Owner does not consider the Work substantially complete, Owner will notify Design/Builder in writing giving the reasons therefor. If Owner considers the Work substantially complete, Owner will prepare and deliver to Design/Builder a certificate of Substantial Completion that shall fix the date of Substantial Completion. There shall be attached to the certificate a list of items to be completed or corrected before final payment. At the time of delivery of the certificate of Substantial Completion Owner will deliver to Design/Builder a written determination as to division of responsibilities pending final payment between Owner and Design/Builder with respect to security, operation, safety, protection of Construction, maintenance, heat, utilities, insurance and warranties and guarantees.
- B. Owner will have the right to exclude Design/Builder from the Site after the date of Substantial Completion, but Owner will allow Design/Builder reasonable access to complete or correct items on the list of items to be completed.

13.06 Partial Utilization

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Construction which (i) has specifically been identified in the Contract Documents, or (ii) Owner and Design/Builder agree constitute a separately functioning and usable part of the Construction that can be used by Owner for its intended purpose without significant interference with Design/Builder's performance of the remainder of the Construction, subject to the following:
- 1. Owner at any time may request Design/Builder in writing to permit Owner to use or occupy any such part of the Construction which Owner believes to be ready for its intended use and substantially complete. If Design/Builder agrees that such part of the Work is substantially complete, Design/Builder will certify to Owner that such part of the Construction is substantially complete and request Owner to issue a certificate of Substantial Completion for that part of the Construction. Design/Builder at any time may notify Owner in writing that Design/Builder considers any such part of the Work ready for its intended use and substantially complete and request Owner to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, Owner and Design/Builder shall make an inspection of that part of the Work to determine its status of completion. If Owner does not consider that part of the Work to be substantially complete, Owner will notify Design/Builder in writing giving the reasons therefor. If Owner considers that part of the Work to be substantially complete, the provisions of paragraph 13.05 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

13.07 Final Inspection

A. Upon written notice from Design/Builder that the entire Work or an agreed portion thereof is complete, Owner will make a final inspection with Design/Builder and will notify Design/Builder in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Design/Builder shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

13.08 Final Payment

A. Application for Payment.

1. After Design/Builder has completed all such corrections to the satisfaction of Owner and delivered in accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance, certificates of inspection, record documents (as provided in paragraph 6.12) and other documents, Design/Builder may make application for final payment following the procedure for progress payments.

- 2. The final Application for Payment shall be accompanied (unless previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Article 5; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to Owner) of all Liens arising out of or filed in connection with the Work.
- 3. In lieu of such releases or waivers of Liens specified in paragraph 13.08.A.2 and as approved by Owner, Design/Builder may furnish receipts or releases in full and an affidavit of Design/Builder that: (i) the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and (ii) all payrolls, material and equipment bills and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Design/Builder may furnish a Bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.
- B. Final Payment and Acceptance. If Owner is satisfied that the Work has been completed and Design/Builder's other obligations under the Contract Documents have been fulfilled, Owner will, within thirty (30) days after receipt of the final Application for Payment, give written notice to Design/Builder that the Work is acceptable. Otherwise, Owner will return the Application to Design/Builder, indicating in writing the reasons for refusing to process final payment, in which case Design/Builder shall make the necessary corrections and resubmit the Application.
- C. Payment Becomes Due. Thirty days after the presentation to Owner of the acceptable Application and accompanying documentation, in appropriate form and substance and with Owner's notice of acceptability, the amount will become due and will be paid by Owner to Design/Builder.

13.09 Final Completion Delayed

A. If, through no fault of Design/Builder, final completion of the Work is significantly delayed, Owner shall, upon receipt of Design/Builder's final Application for Payment, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01.A, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Design/Builder to Owner with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

ARTICLE 14 – SUSPENSION OF WORK AND TERMINATION

14.01 Owner May Suspend Work

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 days by notice in writing to Design/Builder that will fix the date on which Work will be resumed. Design/Builder shall resume the Work on the date so fixed. Design/Builder shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Design/Builder makes a Claim therefor as provided in Article 9.

14.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events constitutes a default under the Agreement and justifies termination for cause:
- 1. Design/Builder's failure to timely commence, prosecute, and/or complete the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the master schedule established under paragraph 2.06.A as adjusted from time to time), and failure to cure same upon notice.
- 2. Design/Builder's failure to fully comply with any Laws or Regulations of any public body having jurisdiction, and failure to cure same upon notice.
- 3. Design/Builder's violation of any provision of the Contract Documents, and failure to cure same upon notice.
- В. If one or more of the events identified in paragraph 14.02.A occur, Owner may, after giving Design/Builder (and the surety, if any) 14 days written notice, terminate the services of Design/Builder, take possession of any completed Drawings and Specifications prepared by or for Design/Builder (subject to the indemnification provisions of paragraph 3.05.A), exclude Design/Builder from the Site, and take possession of the Work and of all Design/Builder's tools, appliances, construction equipment and machinery at the Site and use the same to the full extent they could be used by Design/Builder (without liability to Design/Builder for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Design/Builder but which are stored elsewhere, and finish the Work as Owner may deem expedient. In such case Design/Builder shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all costs, losses and damages sustained by Owner arising out of or resulting from completing the Work (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or other litigation costs) such excess will be paid to Design/Builder. If such costs, losses and damages exceed such unpaid balance, Design/Builder shall pay the difference to Owner. Such costs, losses and damages incurred by Owner will be incorporated in a Change Order. When exercising any rights or remedies under this paragraph Owner shall not be required to obtain the lowest price for the Work performed.
- C. Notwithstanding paragraph 14.02.B, Design/Builder's services will not be terminated if Design/Builder begins, within 14 days of receipt of notice of intent to terminate, to

correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice or within a specified time depending upon the failure.

D. Where Design/Builder's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Design/Builder then existing or which may thereafter accrue. Any retention or payment of moneys due Design/Builder by Owner will not release Design/Builder from liability.

14.03 Owner May Terminate for Convenience

- A. Upon 14 days written notice to Design/Builder, Owner may, without cause and without prejudice to any other right or remedy of Owner, elect to terminate the Contract. In such case, Design/Builder shall withdraw its personnel and equipment, and shall cease performance of any further work under this Agreement, and shall turn over to Owner any Work completed or in process for which payment has been made. In the event Owner terminates for convenience, Design/Builder shall be paid (without duplication of any items) for:
- 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
- 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. Reasonable expenses directly attributable to termination.
- B. Except as provided in this Article, Design/Builder shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination, or for any portion of the Work not performed.

ARTICLE 15 – MISCELLANEOUS

15.01 Giving Notice

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by certified mail, postage prepaid, to the last business address known to the giver of the notice. If either party can provide proof of actual notice through other means, such notice shall be deemed acceptable under this Agreement.

15.02 Computation of Times

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

15.03 Cumulative Remedies

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by:
 - 1. Laws or Regulations; or
 - 2. Any special warranty or guarantee; or
 - 3. Other provisions of the Contract Documents.

15.04 Survival of Obligations

A. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Agreement.

END of Standard General Conditions of the Agreement Between Owner and Contractor



New Maury High School - Design and Construction

Clarifications based on 35% Design Development

July 10, 2025

PROJECT DESCRIPTION:

- Design & Construction of approximately 309,000 sf high school building
- Design & Construction of approximately 41,370 sf Natatorium building
- Design & Construction of site improvements, including:
 - o Earthwork
 - Site Utilities
 - o Parking and Hardscapes
 - o Athletic Amenities
 - Landscaping

The design intent and intended scope of this project were outlined in our 35% Design Development Deliverables, as required by the Interim Agreement. These documents are the basis for our submitted pricing breakdown, and as such define the scope of the project.

35% DESIGN DEVELOPMENT DELIVERABLES:

- Maury GMP Set 1 Site Package w/ HCI Comments
 - Document Dated: May 02, 2025
 - Submitted On: May 30, 2025
- Maury GMP Set 2 High School Building Package w/ HCI Comments
 - Document Dated: May 02, 2025
 - Submitted On: May 30, 2025
- Maury GMP Set 3 Natatorium Building Package w/ HCI Comments
 - Document Dated: May 02, 2025
 - Submitted On: May 30, 2025
- Maury GMP Volume 2 Sitework Specifications
 - Document Dated: May 02, 2025
 - Submitted On: May 30, 2025
- Maury GMP Volume 3 High School Specifications
 - Document Dated: May 02, 2025
 - Submitted On: May 30, 2025
- Maury GMP Volume 4 Natatorium Specifications
 - Document Dated: May 02, 2025
 - Submitted On: May 30, 2025
- Maury GMP Preliminary Milestone Schedule
 - Document Dated: May 2025
 - Submitted On: May 30, 2025



- Maury GMP Responsibility Matrix
 - Document Dated: May 11, 2025Submitted On: May 30, 2025
 - Responsibility Matrix Clarifications: July 07, 2025
- Maury Traffic Study
 - Document Dated: June 2025Submitted On: June 03, 2025
- MHS Site Subsurface Exploration and Geotechnical Report
 - Document Dated: April 10, 2025Submitted On: May 30, 2025
- MHS High School Subsurface Exploration and Geotechnical Report
 - Document Dated: April 04, 2025Submitted On: May 30, 2025
- MHS Natatorium Subsurface Exploration and Geotechnical Report
 - Document Dated: April 10, 2025Submitted On: May 30, 2025

On June 05, 2025 HCI submitted our detailed estimate:

Document Title: "New Maury High School – PPEA GMP Detailed Estimate Report – 6-5-25"

Date Submitted: June 05, 2025 Document Available Upon Request

An amended summary price breakdown was provided July 05, 2025.

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PRICING BREAKDOWN

Base Bid – New Maury High School	\$229,685,796.03
Alternate #01 – Natatorium Building	\$11,383,599.66
Alternate #02 – Gym Scope Reduction Savings	(\$4,515,795.28)
Alternate #03A – Hybrid Geothermal Savings	(\$450,838.33)
Alternate #03B – HVAC Central Plant (Electric)	(\$140,541.72)
Savings	
Alternate #03C – HVAC Central Plant (Natural	(\$85,624.62)
Gas) Savings	
Alternate #04 – Prefabricated Press Boxes	(\$330,670.85)
Savings	
Alternate #05 – Reduced Terrazzo Savings	(\$390,535.06)
Alternate #06A – Bird Friendly Glass – HS	\$385,340.16
Alternate #06B – Bird Friendly Glass – NAT	\$42,566.70
Alternate #07 – Operable Partitions (5 Total)	\$451,119.81
Alternate #08 – Wall Protection	\$450,807.90
Alternate #09 – Baseball & Softball Field	\$1,239,797.53
Lighting	
Alternate #10 – Classroom Cubbies	\$191,819.11
Alternate #11 – Bus Canopy Removal Savings	(\$773,019.10)
Alternate #12 – Field Turf Upgrades	\$106,358.60

SUMMARY OF PRICING

Base Bid – New Maury High School	\$220,924,486.70
Alternate #02 – Gym Scope Reduction Savings	(\$4,515,795.28)
Alternate #03A – Hybrid Geothermal Savings	(\$450,838.33)
Alternate #04 – Prefabricated Press Boxes	(\$330,670.85)
Savings	
Alternate #05 – Reduced Terrazzo Savings	(\$390,535.06)
Alternate #07 – Operable Partitions (5 Total)	\$451,119.81
Alternate #11 – Bus Canopy Removal Savings	(\$773,019.10)
Total Contract Price:	\$214,914,747.90
Construction Contingency	\$8,761,309.34
Owner's Reserve	\$1,500,000.00
Guaranteed Maximum Price (GMP):	\$225,176,057.20

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BASE BID PROJECT SCOPE:

Division 01 – General Conditions

- Permits & Fees
- Management, Supervision, Quality Control & Safety
- On-Site Facilities
- Fencing & Security Measures
- Cleaning & Waste Management

Division 02 – Existing Conditions / Demo

- Surveying, Layout & As-Builts
- Non-Historic Maury Selective Demolition/Dry-In Allowance: \$1,000,000.00

Division 03 – Concrete

- CIP Concrete Footings
- CIP Concrete Slabs
- Misc. CIP Concrete as needed/identified

Division 04 – Masonry

- CMU, Brick Veneer, Accessories
- Top Of Wall Fireproofing

Division 05 – Metals

- Structural Steel Framing
- Steel Joist & Decking
- Firetrol Columns
- Metal Fabrications (Stairs, Railings, Loose Lintels, etc.)

Division 06 – Woods & Plastics

- Rough Carpentry
- Glue-Lam Construction
- Interior Architectural Woodwork

Division 07 – Thermal & Moisture Protection

- Damp-proofing & Waterproofing
- Spray-Applied Insulation
- Formed Metal Wall Panels
- MCM Panels
- Soffit & Metal Panels
- Roofing and Roofing Accessories
- Firestopping and Joint Sealants



Division 08 – Openings

- Doors, Frames & Hardware
- Storefront & Curtainwall
- Overhead Coiling Doors & Grilles
- Special Function Doors
- Accordian Folding Doors
- Louvers

Division 09 – Finishes

- Metal Framing & Drywall
- Hard Tile
- Acoustical Ceilings and Panels
- Wood Flooring
- Resilient Flooring and Accessories
- Terrazzo
- Metal & Plastic Interior Paneling
- Paintings and Coatings
- Sealed Concrete

Division 10 – Specialties

- Visual Display Units
- Display Cases
- Panel Signage
- Toilet Compartments & Accessories
- Installation of OFCI Specialties
- Metal & PLAM Lockers
- Fire Protection Cabinets & Units

Division 11 – Equipment

- Residential Appliances *Reference Responsibility Matrix*
- Foodservice Equipment *Reference Responsibility Matrix*
- Rigging, Stage Curtains, & Track
- Gymnasium Equipment

Division 12 – Furnishings

- Curtains & Drapes
- Window Shades
- Music Education Storage Cabinets
- Wood Laboratory Casework
- Fixed Audience Seating
- Telescoping Stands
- Furniture, Fixtures, Equipment *\$2,100,000 based on scope defined in Responsibility Matrix*



Division 13 – Special Construction

- Sound Control Isolation
- Bleachers
- Athletics Building in lieu of Natatorium *\$2,000,000 estimate; credited from Natatorium Alternate*

Division 14 – Conveying Systems

- Passenger Elevators
- Wheelchair Lifts

Division 21 – Fire Suppression

Division 22 – Plumbing

- Water Distribution and Equipment
- Sanitary / Waste Plumbing
- Storm Plumbing
- Plumbing Fixtures & Equipment

Division 23 – HVAC

- Mechanical Equipment
- Air Distribution & Accessories
- Mechanical Piping
- Controls
- Tabs
- Basic Commissioning

Division 26, 27 & 28

- Power Distribution Equipment & Circuitry
- Lighting Fixtures & Controls
- Fire Alarm System
- Division 27 & 28 Allowance: \$3,000,000 *Further clarification provided in this document*
- Theater Lighting/Rigging

Division 31 – Earthwork

- E&S Controls
- Earthwork and Undercut
- Termite Treatment
- Rigid Inclusions
- Geothermal Wells



Division 32 – Exterior Improvements

- Asphalt & Concrete Paving
- Exterior Athletic Equipment
- Tennis Courts
- Synthetic Turf at Practice Field
- Fences/Gates
- Plants/Landscaping
- Irrigation at Natural Grass Fields
- Site Furnishings

Division 33 -Utilities

- Storm Drain System and Underground Storm Water Storage Chambers
- Water Distribution
- Sanitary Sewer

Additional Items Included in Base Bid Project Scope:

Insurance/Bonds:	\$1,400,876.00
Construction Contingency:	\$8,761,309.34
A&E Fees:	\$10,742,520.00
Utility Connection Fees:	\$758,000.00
Overhead & Profit:	\$8,598,303.69
Interim Agreement:	\$6,129,900.00

CLARIFICATION of FURNITURE, FIXTURES, & EQUIPMENT (FFE)

- Base Bid includes a value of \$2,100,000.00 for FFE
- FFE Scope is identified on "Maury GMP Responsibility Matrix", attached to this Exhibit
- The "Responsibility Matrix" defines FFE to be provided by HCI per area, as well as FFE assumed to provided/relocated by NPS

CLARIFICATION of DIVISION 27 & 28

- Per information provided during the programming phase of the Interim Agreement, it is our understanding that NPS utilizes the following vendors:
 - ePlus: Security Vendor
 - ASI / Sam Bray: Access Controls
 - VICOM: Video Intercom
- Our GMP includes an allowance of \$3,000,000.00 to specifically cover the scope of work associated with these vendors
- Based on our understanding of the intended scope, as well as the upgrades to take place in the current Maury HS during the construction of the new Maury HS, the allowance is to cover Furnishing/Installing or Relocation of the following:



VENDOR: ePlus **SCOPE:** Security

Allowance Includes:

- Cameras (Interior & Exterior)
- CAT-6 Cabling
- Mounting Brackets
- Dedicated Computers for monitoring locations

HCI to provide (outside of allowance):

- Raceways/Pull Strings
- In-Wall Supports as needed
- Coordination with vendor

VENDOR: ASI / Sam Bray SCOPE: Access Controls

Allowance Includes:

- RS2 Access Control HID Readers
- FOB/Pin Readers
- Door Position Switches and Monitoring Software
- Rixson Maglock on Reception Desk

HCI to provide (outside of allowance):

- Electronic Strikes
- Electronic Panic Devices
- Raceways/Pull Strings
- In-Wall Supports as needed
- Coordination with vendor

VENDOR: VICOM SCOPE: Video Intercom

Allowance Includes:

- AiPhone System & Cabling
- PA System & Cabling
- Local Sound System as required

HCI to provide (outside of allowance)

- Raceways/Pull Strings
- In-Wall Supports
- Coordination with vendor



INFORMATION TECHNOLOGY VENDOR: NPS / COX

Allowance Includes:

- COX Equipment
- IT Racks & Carts
- Networking Switches
- 12-Strand multimode fiber between closets

HCI to provide (outside of allowance)

- Cable Tray / J-Hooks
- Raceways/Pull Strings
- In-Wall Supports
- Coordination with vendor

Additional Items included in Contract Price, OFOI:

- Voice & Data Server
- Wireless Access Points
- ITC Equipment
- Visitor Management System
- Camera System Head End Equipment

Additional Items not included in Contract Price, assumed to be relocated from current Maury:

- TVs / Monitors / Mounting Brackets
- Printers
- Copiers
- Computers
- Phones
- Portable Sound Systems
- TV Studio Equipment
- Projectors / Projector Screens
- Kitchen POS Cashier Machines
- Weightroom Equipment

Please reference the "Responsibility Matrix" for specific design assumptions for individual areas throughout the facility. Upon execution of the Comprehensive Agreement further design coordination will be necessary with NPS, the City and the listed vendors to ensure that finished design meets the needs and expectations of the stakeholders.



GENERAL CLARIFICATIONS:

- Proposed project schedule is based on "Maury GMP Preliminary Milestone Schedule" submitted with the 35% Design Development Deliverables; this milestone schedule is based on the following:
 - HCI can perform the work without restrictions on normal hours, off hours and weekends
 - Plan Review Times per the following (Calendar Days):
 - Phase 1 Site Plan Resubmission: 60 days
 - Phase 2 Site Plan First Submission: 60 days
 - Phase 2 Site Plan Resubmission: 60 days
 - Building Permit Plan Submission: 80 days
 - Anticipated monthly weather delays in accordance with NOAA 5yr average data
 - Execution of the Comprehensive Agreement on or before July 31, 2025
- We clarify our intent to use the permanent power generation for temporary use during construction.
- We clarify our intent to use the permanent mechanical, electrical, and plumbing equipment for temporary conditioning purposes during construction.
- We clarify our intent to transfer utility usage fees to owner upon substantial completion of the project or portions thereof
- We include code required Special Inspections
- We include the following close-out items:
 - Operation & Maintenance Manuals
 - As-Built Drawings
 - Owner Training
 - Contractor 1-year Warranty
 - Equipment and Material Warranties in accordance with final project specifications
- We include selective demolition of existing Maury HS to accommodate site improvements associated with the construction of the new Maury HS.
- We include dry-in by means of CFMF/Exterior Sheathing to provide a weather-tight and secure exterior condition at areas of existing Maury to remain after selective demolition
- We exclude restoration, repairs, site work, utilities, etc. associated with the portions of existing Maury HS to remain
- We exclude site design/development and/or improvements associated with the future use of existing Maury HS
- We include reasonably assumed subsurface conditions based on the performed geotechnical investigations as summarized in the submitted geotechnical reports
- We exclude Phase II Environmental Site Assessment based on the findings of our Phase I Environmental Site Assessment (Dated: November 27, 2024, Submitted: December 02, 2024)
- We exclude unforeseen subsurface hazardous materials, burial sites and/or cemeteries not previously identified in subsurface explorations represented in provided geotechnical reports and/or the Phase 1 Environmental Site Assessment
- We include all required traffic control, barricades, fencing and signage to perform the work and maintain a safe and secure project site

- END EXHIBIT -

Item	OFOI	CFCI	OFCI	NOTES
DIVISION 8				
Permanent Lock Cores for Doors	Х	Х		Permanent Cores provided by contractor, sent directly to Owner for Owner Installation
DIVISION 9				
Soap Dispensers			X	
Toilet Jumbo Twin Dispensers Paper Towel Dispensers			X	
White Femine Hygiene Dual Dispenser			X	
DIVISION 11 - EQUIPMENT				***OFOI Items in this category are assumed to be relocated from existing HS
Food Service Equipment - Kitchen - Sheet K101				or or terna in this category are assumed to be relocated from existing no
-Items 1-17, 19-30, 32-42		Х		
- Items 18 & 31	Х			
Food Service Equipment - Culinary Arts - CK101				
- Items C1-C3, C5-C16, C18-C40, C42-C50		Х		
- Items C4, C17, C41	Х			
- All utensils, loose equiment, disposables, trays, dishes, etc. Gymnasium Equipment	Х			
- Scoreboards, Shot Clocks, Backboard Light Strips		Х		
- Basketball Goals		X		
- Athletic Wall Pads		Х		
-Volleyball Systems (inc. referee stand, storage cart, upright storage brackets)		Х		
Art Labs				
Hand Held Eye/Body Wash	Х			
Student Tables	1	X		
Student Stools	v	Х		
Kiln Kiln Vent	Х	Х		
Damp Proof Cabinet	Х	^		
Drying Cabinet	X			
Green Ware Cart	Х			
Wedging Board	Х			
Spray Hood	Х			
Flammable Cabinet	Х			
Mobile Drying Rack	Х			
Light Table	X			
Pottery Wheel & Stool Slab Rolling Table	X			
Clay Extruder & Mount	X			
Clay Bin	X			
Pug Mill & Table	Х			
Roll Paper Cart	Х			
Clay Mixer	Х			
Easel	Х			
Slurry Bucket	Х			
Life Skills & Sensory Room				On all the second all the second and
Refrigerator/Freezer Range		X		See allowance for incuded residential equipment quantities See allowance for incuded residential equipment quantities
Range Hood		X		See allowance for incuded residential equipment quantities
Dishwasher		Х		See allowance for incuded residential equipment quantities
Microwave		Х		See allowance for incuded residential equipment quantities
Murhpy Bed	Х			
Washer		Х		See allowance for incuded residential equipment quantities
Dryer		Х		See allowance for incuded residential equipment quantities
Dresser/Cabinet	X			
Ironing Board Cabinet Overhead Cord Reel	Х	Х		
Sensory Package	Х	^		
Rug	X			
Floor Rocking Chairs	Х			
Puzzle Mat	Х			
Maker Lab .				
Goggle Cabinet	X			
Recessed Safety Station	X			
Accessible Wash-Up Sink Student Tables	X			
Miter Saw	X			
Tool Storage Cabinet w/ Tools	X			
Tool Storage Cabinet w/ Pegboard	X			
Mobile Parts Storage Cabinet	Х			
Vertical Materials Storage	Х			
Mobile Production bench	Х			
Shop Vac & Hand Tool Kit	X			
3D Printer	X			
CNC Machine Laser Engraver System w/ Filtration	X			
Retractable Cord Reel Ceiling Mounted	^	Х		
Vinyl Cutter	Х	^		
Club Area/Fabrication Lab	<u> </u>			Revised to a Staff Dining Room with tables and chairs for 20 people
Student Tables		Х		
3D Printer	Х			
Retractable Cord Reel Ceiling Mounted	\vdash	X_		
Large Format Plotter	X			
Laser Engraver System w/ Filtration	Х			
Scene Shop Mobile Machine Bench	· ·			
Proble Pachine Bench	Х			

Responsibility Matrix Maury High School Updated: 2025.03.11

Item	OFOI	CFCI	OFCI	NOTES
Table Top Scroll Saw	Х			
Table Top Drill Press	Х			
Table Top Band Saw	Х			
Tabletop Belt Sander	Х			
Sheet Storage	Х			
Panel Saw	Х			
Digital Arts				
Retractable Cord Reel Coiling Mounted		X		
Large Format Plotter	Х			
Large Format Scanner	Х			
Work Tables		Х		
Track Lighting		X		
Photography —				
Paper Cutter	Х			
Rotary Trimmer	Х			
Mat Cutting System	Х			
Dry Mount Press	Х			
Table Top Scanner	Х			
Under Counter Lab Refrigerator		Х		See allowance for incuded residential equipment quantities
Print Dryer	Х			
Light Table	Х			
Darkroom				
Flash Dryer w/ stands & casters	Х			
Dark Room sink with fume removal		Х		
Print washer with dual squeege board	Х			
Safe Light	Х			
Film Developing Sink	Х			
Film Drying Cabinet	Х			
Vent Hood for Film Developing Sink		Х		
Silver Recovery Unit	Х			
Chemical Management Center	Х			
Dilution Neutralization Tank	Х			
Enlarger Workstation	Х			
DIVISION 12 - FURNISHINGS				
First Floor by Area/Room				Basis of Design Products are updated in the GMP Drawings and ———
DIGITAL ARTS -1203				specifications will be confirmed with client in the next phase.
EcoTable 24x47, with grid channel and 1 cable outlet (20 ea.)		Х		
Panto Move (20 ea.)		X		
My Caddy/Stand At Unit with Lam Door		X		Table and chairs for 20
EcoTable-R 51Wx24H, w/modesty		X		students
Great Openings Mobile File Unit		X		Teacher Lectern and chair
Global Task Chair		X		
800 Series Mobile Closed Storage - 31.5Wx79H x 24D (4 ea.)		X		
SPACE Walk (Kit 2) (2 ea.)		X		
RECEIVING OFFICES - 1224/1225		^		
EcoTable-R 51Wx24H, w/modesty		Х		
Great Openings Mobile File Unit		X		Desk, Task Chair, 2 guest chairs
Global Task Chair		X		
Compass Chair on Casters (2 ea.)		X		
KITCHEN OFFICE-1208		^		
EcoTable-R 51Wx24H, w/modesty		Х		Desk, Task Chair
Great Openings Mobile File Unit		X		Desk, Task Orlan
Global Task Chair		X		
Compass Chair on Casters (2 ea.)		X		
RECEPTION-1101		^		
Series Lounge Straight - 63W x 31.5, 18H seat (2 ea.)		Х		Coft Coating for C
Series Lounge Single Straight - 31.5x31.5, 18H seat (2 ea.)		X		Soft Seating for 6
Series Lounge Arm Rest (2 ea.)		X		people and side table
Series Lounge Table - Square 24x24x13.8H		X		
ERC OFFICE-1106	1	^		
EcoTable-R 51Wx24H, w/modesty (2 ea.)	 	Х		
Great Openings Mobile File Unit (2 ea.)	 	X		Touchdown desks and chairs
Global Task Chair (2 ea.)	 	X		for 4 people and storage
800 Series Mobile Closed Storage - 31.5Wx79H x 24D (2 ea.)	†	X		+
SECRETARIAL AREA OFFICE-1102	†			+
EcoTable 24x47, with grid channel and 1 cable outlet (2 ea.)	<u> </u>	Х	1	
EcoTable-R 51Wx24H, w/modesty	<u> </u>	X	1	Desks and chairs for
Great Openings Mobile File Unit (4 ea.)	 	X		4 people
Global Task Chair (4 ea.)	1	X		· Pook.o
Rondo Lift 47x33 Height Adj Desk w/modesty +drawer (2 ea.)	<u> </u>	X	1	
SRO OFFICE-1117	<u> </u>	_ ^	1	
EcoTable-R 51Wx24H, w/modesty	1	Х	1	
Great Openings Mobile File Unit	1	X		Dealt and about
Global Task Chair	}	X	-	Desk and chair
800 Series Mobile Closed Storage - 31.5Wx79H x 24D	1	X	1	with file cabinet
MISC ADMIN OFFICES - 1110, 1112, 1113, 1114, & 1115	1	_ ^	1	
EcoTable-R 51Wx24H, w/modesty (5 ea.)	1	Х	1	
Great Openings Mobile File Unit (5 ea.)	}	X	-	Workstation and chair
Great Openings Mobile File Unit (5 ea.) Great Openings Lateral File (5 ea.)	 		1	with file cabinet, typical
	 	X		
Global Task Chair (5 ea.)	 			Principal - Larger Desk with chair,
Global Vion Guest Chair (16 ea.) Rondo Lift 47x33 Height Adj Desk w/modesty +drawer (5 ea.)	 	X		2 guest chairs, small meeting
800 Series Mobile Closed Storage - 31.5Wx79H x 24D (5 ea.)	}	X	-	table and 3 chairs, and storage
800 Series Mobile Open Bookcase - 31.5Wx79Hx24D (5 ea.)	}	X	-	
EcoTable 35.5" Round Table (2 ea.)	}	X	-	Itenerant Teach Office -
2007/00/00 Oriodina rabite (2 cd.)	1	_ ^	ı	3 touchdown desks and chairs
				o todondown doors and trians

li.				
Item	OFOI	CFCI	OFCI	NOTES
CONFERENCE ROOMS (SMALL 1116 & LARGE 1109)				Medium Conf Room - Table and Chairs for 10 people
Panto Move VF, Uph seat - blazer (29 ea.)		X		Large Conf Room - Table and Chairs for aprox 20 people
Flip Table with inset legs 63x31.5 (12 ea.)		Х		
ART/CERAMICS LAB (1302, 1303, & 1305)				with additional side chairs and console
Compass (24 ea.)		Х		
EcoTable 72x36", solid core top (4 ea.)		Х		
EcoTable 72x30", butcher block top				Not included, Add alternate for "Betterment" option
EcoTable-R 51Wx24H, w/modesty		X		Table and Chairs for 32 students
Great Openings Mobile File Unit		Х		
Global Task Chair		Х		Teacher Lectern and Chair
My Caddy/Stand At Unit with Lam Door		X		
		^	1	
ART/CERAMICS WORK ROOM - 1304				
EcoTable-R 51Wx24H, w/modesty (4 ea.)		Х		Table and Chairs for 32 students
Great Openings Mobile File Unit (4 ea.)		Х		Teacher Lectern and Chair
Global Task Chair (4 ea.)		Х		
CHORAL ROOM - 1301				
EcoTable-R 51Wx24H, w/modesty		Х		
				T 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Great Openings Mobile File Unit		Х		Teacher Lectern and Chair
Global Task Chair		Х		
My Caddy/Stand At Unit with Lam Door		X		
MUSIC CHAIRS - NPS (60 ea.)	Х			
SICO HARMONY CHORAL RISERS (5 ea.)		Х		
DINING COMMONS - C1310		<u> </u>		
		v	-	0
Chair - Jumper Ply (wood) (312 ea.)		X	ļ	Seating for aprox 600 students
Jumper Ply 24H stool (16 ea.)		Х		Attached seats to tables
Lite Table 55x27 (78 ea.)	<u></u>	Х	<u> </u>	
Rondo Fixed 36H table - 35.5"Dia (4 ea.)		Х		
SICO Round Graduate Table with 8 Stools Each (13 ea.)		Х		
LARGE GROUP INSTRUCTION 1214		_^		Scope out for budget
			H	, ,
STAFF DINING - 1316				Scope cut for budget
ORCHESTRA ROOM - 1428				
EcoTable-R 51Wx24H, w/modesty		Х		Tanahar Lastern and Chair
Great Openings Mobile File Unit		Х		Teacher Lectern and Chair
Global Task Chair		Х		Music Sheet Storage
		X		
My Caddy/Stand At Unit with Lam Door		^		
MUSIC CHAIRS - NPS (60 ea.)	Х			
MUSIC STANDS - NPS (60 ea.)	Х			
BAND ROOM - 1429				
EcoTable-R 51Wx24H, w/modesty		Х		
Great Openings Mobile File Unit		X		Teacher Lectern and Chair
· · ·			1	
Global Task Chair		Х		Music Sheet Storage
My Caddy/Stand At Unit with Lam Door		Х		
MUSIC CHAIRS - NPS (100 ea.)	X			
MUSIC STANDS - NPS (100 ea.)	Х			
MUSIC OFFICE-1428B				
EcoTable-R 51Wx24H, w/modesty (3 ea.)		Х		
			ļ	Desks and chairs for 2 people
Great Openings Mobile File Unit (3 ea.)		Х		
Global Task Chair (3 ea.)		Х		2 file cabinets
800 Series Mobile Closed Storage - 31.5Wx79H x 24D		X		
DRESSING ROOM - 1422 & 1423				
Rondo Lift Stool (4 ea.)		Х		
COACHES OFFICE - 1504, 1507, 1532, 1523				
			ļ	— Desks and chairs for 3 people
EcoTable-R 51Wx24H, w/modesty - solid core tops (3 ea.)		X		Files storage in Offices by
Great Openings Mobile File Unit (3 ea.)		Х		Large Team Locker Rooms
Global Task Chair (3 ea.)	<u></u>	Х	<u></u>	Largo ream Looker Rooms
Second Floor by Area/Room				
CLINIC - 2203				Waiting 4 shairs
NF Wire Chair (4 ea.)		v		Waiting - 4 chairs
	1	_ ^	 	
EXAMING ROOM - 2203B				Ex Room - Reclining Chair and Stool
Reclining Table/Chair		Х		
REST - 2203D	<u></u>	<u> </u>	<u></u>	Post 3 cots and a stool
BED/COT (3 ea.)		Х		Rest - 3 cots and a stool
OFFICE - 2203C, 2211 & 2212				
EcoTable-R 51Wx24H, w/modesty		Х		Office - Desk with chair and 2 guest chairs
Great Openings Mobile File Unit			1	-
		X	ļ	
Global Task Chair		Х		
Compass Chair on Casters (2 ea.)	<u></u>	Х	<u></u>	
SCSE - 2213 & 2215				Placeholders until further discussed
Student Chair - Panto Swing - 18H (11 ea.)		Х		. Idouriolate artiir artifet alloudooda
Thumbprint Desks (4 ea.)		X		
	-		 	
Puzzle Table w/ felt glides		X		
EcoTable 63 x 35.5		Х		
Hokki Stool 18H (4 ea.)		Х	<u> </u>	
800 Series Mobile Closed Storage - 31.5Wx79H x 24D (2 ea.)		Х		
800 Series Mobile Open Bookcase - 31.5Wx79Hx24D		Х		
EcoTable-R 51Wx24H, w/modesty		X	1	
			 	<u> </u>
Great Openings Mobile File Unit		Х	ļ	
Global Task Chair		Х		
My Caddy/Stand At Unit with Lam Door		Х		
Compass Chair on Casters (2 ea.)		Х		
CONFERENCE ROOMS 2214			1	Reconfigured to more Sensory and Toilet space for SCSE
Panto Move VF, Uph seat - blazer (6 ea.)		Х	 	Recominguised to more densory and Tollet space for SOSE
			 	
Flip Table with inset legs 63x31.5 (2 ea.)		Х		
CIRCULATION 2200				
Series Lounge Single Straight - 31.5x31.5, 18H seat (8 ea.)		Х		

la	OFOL	OFOL	OFOL	NOTES
Item Series Lounge Table - Round 27.6DIAx26.8H (4 ea.)	OFOI	CFCI X	OFCI	NOTES
CULINARY OFFICE - 2204B		_ ^		
EcoTable-R 51Wx24H, w/modesty		Х		
Great Openings Mobile File Unit		Х		Desk and chair with 2 guest chairs
Global Task Chair		Х		
Compass Chair on Casters (2 ea.)		Х		
GUIDANCE - 2100A EcoTable 24x47, with grid channel and 1 cable outlet		V		
Great Openings Mobile File Unit		X		Waiting - Desk and chair with 3
Global Task Chair		X		waiting chairs, 2 file cabinets
Rondo Lift 47x33 Height Adj Desk w/modesty +drawer		X		<u> </u>
Series Lounge Single Straight - 31.5x31.5, 18H seat (2 ea.)		Х		
Series Lounge Table - Round 27.6DIAx26.8H		Х		
CAREER CENTER - 2101				Table and Chairs for 24
Compass Chair on Casters (24 ea.)		Х		5 counter stools
Flip Table with inset legs 63x31.5 (6 ea.)		Х		5 counter stools
Panto Move Stool (5 ea.) MISC GUID. OFFICES - 2109, 2110, 2111, 2112, 2113, 2114, & 211;	1	Х		
EcoTable-R 51Wx24H, w/modesty (9 ea.)		Х		
Great Openings Mobile File Unit (9 ea.)		X		Typical Guidance Offices
Great Openings Lateral File (9 ea.)		Х		Desk and Chair with small table with
Global Task Chair (9 ea.)		Х		2 seats
Global Guest Chair (18 ea.)		Х		
Rondo Lift 47x33 Height Adj Desk w/modesty +drawer (9 ea.)		Х		
EcoTable 35.5" Round Table (9 ea.)		Х		
CONFERENCE ROOMS (SMALL 2108/2119 & LARGE 2118) Panto Moye VE Link seat, blazer (22 ea.)	1	V		Small Conf room with table and
Panto Move VF, Uph seat - blazer (22 ea.) Flip Table with inset legs 63x31.5 (8 ea.)		X		— chairs for 6 people
MAKER - 2302	+	_ ^		
Compass (24 ea.)		Х		
EcoTable 72x36", solid core top (6 ea.)		Х		Large Tables and Chairs for 16
Interact - Height Adjustable Lectern		Х		Teacher lectern and chair
Panto Move Stool - XL & no 3D		Х		
SPACE walk SS (2 ca.)		Х		
SPACE walk BB (2 ea.)		Х		
COLAB CONFERENCE - 2300B & 2300C	1	V		
Panto Move VF, Uph seat - blazer (6 ea.) Flip Table with inset legs 63x31.5 (2 ea.)		X		Table with Chairs for 5 people
MEDIA CENTER - 2300		^		
800 Series - 31.5W x 77.5H (22 ea.)		Х		
Shift+ Doubel sided Open Bookcases - 51H (62 ea.)		Х		Assortment of Tables and Chairs for aprox 56 people
Flip Table with inset legs 78x31.5 (8 ea.)		Х		Circulation Desk and Chair
Student Chair - Panto Swing - 18H (48 ea.)		Х		Storage for 11,025 volumes based on DOE (+25%
Rondo Lift Round 39" (2 ea.)		Х		e-books for full 15,000 volumes)
Panto Move Stool (6 ea.)		Х		8 books per LF
Series Lounge Straight - 63W x 31.5, 18H seat (2 ea.)	1	X		
Series Lounge Single Straight - 31.5x31.5, 18H seat (8 ea.) Series Lounge Arm Rest (2 ea.)		X		
Series Lourige Arith Hest (2 ea.) Series Lourige Table - Square 24x24x13.8H (2 ea.)		X		
Series Lounge Table Round 27.6Dia x 13.8H (2 ea.)		X		
Circulation Desk: Modular, Media Technologies		Х		
MEDIA CENTER OFFICE-2305				
EcoTable 24x47, with grid channel and 1 cable outlet (2 ea.)		Х		<u> </u>
EcoTable-R 51Wx24H, w/modesty		Х		Desks and Chairs for 2 people,
Great Openings Mobile File Unit (4 ea.)		X		2 file cabinets
Global Task Chair (4 ea.) 800 Series Mobile Closed Storage - 31.5Wx79H x 24D (2 ea.)	-	X		
BROADCAST - 2303		^		
EcoTable-R 51Wx24H, w/modesty		Х		Table
Graphics with Logo		Х		Table
Lite Table with LignoDur Top (24 ea.)		X		
Panto Move (2 ea.)		Х		
DISTANCE LEARNING - 2307				
Flip Table with inset legs 63x31.5 (4 ea.)		X		Table and Chairs for 6 people
Panto Move (2 ea.)		Х	-	
HEATH ROOM (24 students) - 2503, 2504, 2505 Student Chair - Panto Swing - 18H (24 ea.)		Х		Desks and Chairs for 24 students
Flip Table with inset legs 63x31.5 (6 ea.)		X		Teacher Lectern with Chair
Interact - Height Adjustable Lectern	1	X		reaction Lociotti with Offall
Panto Move Stool - XL & no 3D		X		
My Caddy/Stand At Unit with Lam Door		X		
Mobile Bookcase		Х		
NJROTC ROOM (24 students) - 2502				
Student Chair - Panto Swing - 18H (24 ea.)		X		Desks and Chairs for 24 students
Lite Table with LignoDur Top (24 ea.)		X	-	Teacher Lectern with Chair
Interact - Height Adjustable Lectern Panto Move Stool - XL & no 3D	-	X		
800 Series Mobile Closed Storage - 31.5Wx79H x 24D	1	X		
COACH OFFICES - 2524, 2526,2527	1	_^		
EcoTable-R 51Wx24H, w/modesty (3 ea.)		Х		Teacher Office - Desks and Chairs for 2 people
Great Openings Mobile File Unit (3 ea.)		X		2 File Cabinets
Great Openings Lateral File (3 ea.)		Х		
Global Task Chair (3 ea.)		Х		Coaches Offices - Desk and Chair with small table and 4
Global Guest Chair (12 ea.)		X		guest chairs, Storage
Rondo Lift 47x33 Height Adj Desk w/modesty +drawer (3 ea.)	<u> </u>	Х	<u> </u>	

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Item	OFOI	CFCI	OFCI	NOTES
800 Series Mobile Closed Storage - 31.5Wx79H x 24D (3 ea.)		X		
800 Series Mobile Open Bookcase - 31.5Wx79Hx24D (3 ea.)		Х		
EcoTable 35.5" Round Table (3 ea.)		Х		
Series Lounge Straight - 63W x 31.5, 18H seat (3 ea.)		Х		
CONFERENCE ROOM - 2525				Table and Obein for 0 appels
Panto Move VF, Uph seat - blazer (8 ea.)		Х		Table and Chairs for 8 people
Flip Table with inset legs 63x31.5 (2 ea.)		Х		Console
Third Floor by Area/Room				
SCIENCE 3107 & 3112				
Interact - Height Adjustable Lectern		Х		Science Labs -
Panto Move Stool - XL & no 3D		Х		
My Caddy/Stand At Unit with Lam Door		X		Teacher Lectern and Chair
LuPo Stool with back - 18H (24 ea.)		X		Stools for 24 students
		^		
LEARNING LAB (24 students) - 3101, 3103, 3104, 3106, 3113, 3115, 3116, 3118,		· ·		
Student Chair - Panto Swing - 18H (24 ea.)		X		Toochar Lastern and Chair
Lite Table with LignoDur Top (24 ea.)		Х		Teacher Lectern and Chair
Interact - Height Adjustable Lectern		Х		Storage Caddy
Panto Move Stool - XL & no 3D		Х		Desk and Chairs for 24 students
My Caddy/Stand At Unit with Lam Door		Х		Table with 3 stools
Mobile Bookcase (2 ea.)		Х		Add Alternate for storage along windows
PODS - 3108 & 3111				
Flip Table with inset legs 63x31.5		Х		
Panto Move (4 ea.)		Х		
LEARNING COMMONS - C3100				
Flip Table with inset legs 78x31.5 (8 ea.)		Х		
Student Chair - Panto Swing - 18H (48 ea.)	1	X		Assorted Tables and Seating to accommodate
Rondo Lift Round 39" (4 ea.)	 	X	1	approximately 65 students
Panto Move Stool (12 ea.)	1	X	1	
	 		-	
Series Lounge Straight - 63W x 31.5, 18H seat (2 ea.)	 	X		
Series Lounge Single Straight - 31.5x31.5, 18H seat (4 ea.)	ļ	X		
Series Lounge Table Round 27.6Dia x 13.8H (2 ea.)		Х		
Lite Table 78Wx31.5 - solid core (2 ea.)		Х		
Lite Table Bench 74W - solid core (4 ea.)		Х		
2000 series mobile markerboards (4 ea.)				Not included, Add alternate for "Betterment" option
Mobile Bookcase (4 ea.)				Not included, Add alternate for "Betterment" option
Mobile Curved bookcase (4 ea.)				Not included, Add alternate for "Betterment" option
Curved bench 18H (4 ea.)				Not included, Add alternate for "Betterment" option-
EXPERIENTIAL LAB - 3120				
Compass (24 ea.)		Х		
EcoTable 72x36", solid core top (6 ea.)		X		Teacher table and chair
Interact - Height Adjustable Lectern		X		
Panto Move Stool - XL & no 3D		X		Tables and Chairs for 24 students
				
SPACE walk - SS (2 ea.)		X		
SPACE walk - BB (2 ea.)		Х		
TEACHER PLANNING - 3119				
EcoTable-R 51Wx24H, w/modesty (12 ea.)		Х		Small table and chairs for 12 teachers
Great Openings Mobile File Unit (12 ea.)		Х		
Global Task Chair (12 ea.)		Х		Conf table with seating for 10
Compass Chair on Casters (10 ea.)		Х		
Flip Table with inset legs 63x31.5 (4 ea.)		Х		
SECURITY OFFICE - 3209				
EcoTable 24x47, with grid channel and 1 cable outlet		Х		Desk and Chair
EcoTable-R 51Wx24H, w/modesty (2 ea.)		Х		
Great Openings Mobile File Unit (2 ea.)		Х		touch down desk and chair
Global Task Chair (2 ea.)		Х		2 guest chairs
Compass Chair on Casters (3 ea.)		Х		
COMFOTROOM-3206 COMFORT	1			
Global Task Chair		v		
Foamcore tall arm social series	1	X	1	1 Soft Chair
AP OFFICE - 3207	1	^	1	1 Side Chair
	 	.,		
EcoTable-R 51Wx24H, w/modesty	 	X	-	Dock and Chair
Great Openings Mobile File Unit	<u> </u>	X		Desk and Chair
Great Openings Lateral File		Х		small table with
Global Task Chair		Х		4 guest chairs
Global Guest Chair (5 ea.)		Х		
Rondo Lift 47x33 Height Adj Desk w/modesty +drawer		Х		
EcoTable 35.5" Round Table		Х		
CONFERENCE ROOM - 3208				
Panto Move VF, Uph seat - blazer (8 ea.)		Х		Table and Chairs for 8 people
Flip Table with inset legs 63x31.5 (2 ea.)		Х		Table and chairs for a people
RES - 3203, 3303, 3410				
Student Chair - Panto Swing - 18H (24 ea.)		Х		T. 1. 101 1 1 1 1 1
Lite Table with LignoDur Top (24 ea.)	1	X		Table and Chairs for 12 people
Interact - Height Adjustable Lectern	1	X		
Panto Move Stool - XL & no 3D	 	X		
	1		-	
My Caddy/Stand At Unit with Lam Door	 	X	-	
Mobile Bookcase	ļ	Х		
RES - 3201, 3301, 3408				<u> </u>
Student Chair - Panto Swing - 18H (4 ea.)		Х		Table and Chairs for 14 people
Lite Table with LignoDur Top (4 ea.)	ļ	Х		Table did didnotor in poopio
Flip Table with inset legs 63x31.5 (3 ea.)		Х		
Panto Move (10 ea.)		Х		
LEARNING COMMONS - C3300				
Flip Table with inset legs 78x31.5 (8 ea.)		Х		Assorted Tables and Seating to accommodate
Student Chair - Panto Swing - 18H (48 ea.)		Х		approximately 65 students
	•			

Item	OFOI	CFCI	OFCI	NOTES
Rondo Lift Round 39" (4 ea.)	OFOI	Х	OFGI	NOTES
. ,				
Panto Move Stool (12 ea.)		X		
Series Lounge Straight - 63W x 31.5, 18H seat (2 ea.)		X		
Series Lounge Single Straight - 31.5x31.5, 18H seat (4 ea.)		Х		
Series Lounge Table Round 27.6Dia x 13.8H (2 ea.)		Х		
Lite Table 78Wx31.5 - solid core (2 ea.)		Х		
Lite Table Bench 74W - solid core (4 ea.)		Х		
2000 series mobile markerhoards (4 ea.)				Not included, Add alternate for "Betterment" option
Mobile Bookcase (4 ea.)				Not included, Add alternate for "Betterment" option
Mobile Curved bookcase (4 ea.)				Not included, Add alternate for "Betterment" option
Curved bench 18H (4 ea.)				Not included, Add alternate for "Betterment" option
LEARNING LAB (24 students) - 3304, 3306, 3307, 3309, 3312, 3314, 3315, 3317				T 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Student Chair - Panto Swing - 18H (24 ea.)		Х		Teacher Lectern and Chair
Lite Table with LignoDur Top (24 ea.)		Х		Storage Caddy
Interact - Height Adjustable Lectern		Х		Desk and Chairs for 24 students
Panto Move Stool - XL & no 3D		Χ		Table with 3 stools
My Caddy/Stand At Unit with Lam Door		Х		Add Alternate for storage along windows
Mobile Bookcase (2 ea.)		Х		
EXPERIENTIAL LAB - 3321				
Compass (24 ea.)		Х		
EcoTable 72x36, solid core top (6 ea.)		X		
Interact - Height Adjustable Lectern		X		Teacher table and chair
Panto Move Stool - XL & no 3D	 	X		Tables and Chairs for 24 students
	1	X		
SPACE walk - SS (2 ea.)	 			
SPACE walk - BB (2 ea.)	 	Х		
TEACHER PLANNING - 3311	 			
EcoTable-R 51Wx24H, w/modesty (12 ea.)	ļ	X		
Great Openings Mobile File Unit (12 ea.)		Х		Small table and chairs for 12 teachers
Global Task Chair (12 ea.)	ļ	Χ		Conf table with seating for 10
Compass Chair on Casters (10 ea.)		Х		-
Flip Table with inset legs 63x31.5 (4 ea.)		Х		
CLUB AREA/FAB LAB 3320 STAFF DINING				
Flip Table with inset legs 63x31.5 (4 ea.)		Х		
Panto Move (16 ea.)		Х		
SCIENCE - 3319				2 2.
Interact - Height Adjustable Lectern		Х		Science Classroom
Panto Move Stool - XL & no 3D		X		Teacher Lectern and Chair
My Caddy/Stand At Unit with Lam Door		X		Stools for 24 students
LuPo Stool with back - 18H (24 ea.)		X		
SCIENCE 3507 & 3512		^		
		. v		Science Labs -
Interact - Height Adjustable Lectern		X		Teacher Lectern and Chair
Panto Move Stool - XL & no 3D		X		Stools for 24 students
My Caddy/Stand At Unit with Lam Door		Х		Stools for 24 students
LuPo Stool with back - 18H (24 ea.)		Х		
LEARNING LAB (24 students) - 3513, 3515, 3516, 3518, 3501, 3503, 3504, 350				Teacher Lectern and Chair
Student Chair - Panto Swing - 18H (24 ea.)		Χ		Storage Caddy —
Lite Table with LignoDur Top (24 ea.)		Х		Desk and Chairs for 24 students
Interact - Height Adjustable Lectern		Х		
Panto Move Stool - XL & no 3D		Х		Table with 3 stools
My Caddy/Stand At Unit with Lam Door		Χ		Add Alternate for storage along windows
Mobile Bookcase (2 ea.)		Х		
PODS - 3108 & 3111				
Flip Table with inset legs 63x31.5		Х		
Panto Move (4 ea.)		Х		
LEARNING COMMONS - C3100				
Flip Table with inset legs 78x31.5 (8 ea.)		Х		
Student Chair - Panto Swing - 18H (48 ea.)		Х		Assorted Tables and Seating to accommodate
Rondo Lift Round 39" (4 ea.)		Х		approximately 65 students
Panto Move Stool (12 ea.)	1	X		
Series Lounge Straight - 63W x 31.5, 18H seat (2 ea.)	1	X		
Series Lounge Single Straight - 31.5x31.5, 18H seat (4 ea.)	1	X		
Series Lounge Table Round 27.6Dia x 13.8H (2 ea.)		X		
Lite Table 78Wx31.5 - solid core (2 ea.)	 	X		
Lite Table Paws31.5 - Solid core (2 ea.) Lite Table Bench 74W - Solid core (4 ea.)	 			
2000 series mebile markerboards (4 ea.)	-	Х		Not included. Add alternate for "Dattaymout" and
	 			Not included, Add alternate for "Betterment" option
Mobile Bookcase (4 ea.)				Not included, Add alternate for "Betterment" option
Mobile Curved bookcase (4 ea.)	 			Net included, Add alternate for "Betterment" option
Curved bench 18H (4 ea.)	 			Not included, Add alternate for "Betterment" option
EXPERIENTIAL LAB - 3120	 	_		
Compass (24 ea.)	ļ	Х		
EcoTable 72x36", solid core top (6 ea.)	ļ	Х		<u> </u>
Interact - Height Adjustable Lectern		X		Teacher table and chair
Panto Move Stool - XL & no 3D	ļ	Χ		Tables and Chairs for 24 students
SPACE walk - SS (2 ea.)		Χ		
SPACE walk - BB (2 ea.)		Х		
TEACHER PLANNING - 3119				
EcoTable-R 51Wx24H, w/modesty (12 ea.)		Х		0 11/11 11/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1
Great Openings Mobile File Unit (12 ea.)		X		Small table and chairs for 12 teachers
Global Task Chair (12 ea.)		X		Conf table with seating for 10
Compass Chair on Casters (10 ea.)		X		
Flip Table with inset legs 63x31.5 (4 ea.)		X		
SECURITY OFFICE - 3403	 	^		Dook and Chair
	 	v		Desk and Chair
EcoTable 24x47, with grid channel and 1 cable outlet EcoTable-R 51Wx24H, w/modesty (2 ea.)	 	X		touch down desk and chair
	 			2 guest chairs
Great Openings Mobile File Unit (2 ea.)	l	Х		

Item	OFOI	CFCI	OFCI	NOTES
Global Task Chair (2 ea.)	0101	X	0101	NOTES
Compass Chair on Casters (3 ea.)		Х		
COMFORT ROOM - 3406				1 Soft Chair
Global Task Chair		X		1 Side Chair
Foamcore tall arm social series AP OFFICE - 3405		Х		
EcoTable-R 51Wx24H, w/modesty		Х		
Great Openings Mobile File Unit		Х		Deals and Obein
Great Openings Lateral File		Х		Desk and Chair small table with
Global Task Chair		X		4 guest chairs
Global Guest Chair (5 ea.) Rondo Lift 47x33 Height Adj Desk w/modesty +drawer		X		+ guest chairs
EcoTable 35.5" Round Table		X		
CONFERENCE ROOM - 3404				Table and Chaire
Panto Move VF, Uph seat - blazer (8 ea.)		Х		Table and Chairs for 8 people
Flip Table with inset legs 63x31.5 (2 ea.)		Х		пого реоріе
Fourth Floor by Area/Room SCIENCE 4107 & 4112				
Interact - Height Adjustable Lectern		Х		Science Labs -
Panto Move Stool - XL & no 3D		Х		Teacher Lectern and Chair
My Caddy/Stand At Unit with Lam Door		Х		Stools for 24 students
LuPo Stool with back - 18H (24 ea.)		Х		
LEARNING LAB (24 students) - 4101, 4103, 4104, 4106, 4113, 4115, 4116, 4116 Student Chair - Panto Swing - 18H (24 ea.)		Х		Teacher Lectern and Chair
Lite Table with LignoDur Top (24 ea.)	 	X	1	Storage Caddy
Interact - Height Adjustable Lectern		X		Desk and Chairs for 24 students
Panto Move Stool - XL & no 3D		Х		Table with 3 stools
My Caddy/Stand At Unit with Lam Door		X		Add Alternate for storage along windows
Mobile Bookcase (2 ea.)		Х		
PODS - 3108 & 3111 Flip Table with inset legs 63x31.5	1	Х	-	Table and Chairs
Panto Move (4 ea.)		X		for 6 people
HALLWAY AREA (Open to Below)				
Compass Stools (8 ea.)		Х		
Series Lounge Straight - 63W x 31.5, 18H seat (2 ea.) Series Lounge Table Round 27.6Dia x 13.8H		X		
EXPERIENTIAL LAB - 4120		Х		
Compass (24 ea.)		Х		
EcoTable 72x36", solid core top (6 ea.)		Х		Teacher table and chair
Interact - Height Adjustable Lectern		Х		Tables and Chairs for 24 students
Panto Move Stool - XL & no 3D		X		Tables and Chairs for 24 students
SPACE walk - SS (2 ea.) SPACE walk - BB (2 ea.)		X		
TEACHER PLANNING - 4119				
EcoTable-R 51Wx24H, w/modesty (12 ea.)		Х		
Great Openings Mobile File Unit (12 ea.)		Х		Small table and chairs for 12 teachers
Global Task Chair (12 ea.)		X		Conf table with seating for 10
Compass Chair on Casters (10 ea.) Flip Table with inset legs 63x31.5 (4 ea.)		X		
SECURITY OFFICE - 4209				
EcoTable 24x47, with grid channel and 1 cable outlet		Х		Desk and Chair
EcoTable-R 51Wx24H, w/modesty (2 ea.)		Х		touch down desk and chair
Great Openings Mobile File Unit (2 ea.)		X		2 guest chairs
Global Task Chair (2 ea.) Compass Chair on Casters (3 ea.)		X		
COMFORT ROOM - 4206				
Global Task Chair		Х		1 Soft Chair
Foamcore tall arm social series		Х		1 Side Chair
AP OFFICE - 4207	-	V		
EcoTable-R 51Wx24H, w/modesty Great Openings Mobile File Unit	1	X		
Great Openings Lateral File		X		Desk and Chair
Global Task Chair		Х		small table with 4 guest chairs
Global Guest Chair (5 ea.)		Х		4 guest chairs
Rondo Lift 47x33 Height Adj Desk w/modesty +drawer	-	X		
EcoTable 35.5" Round Table CONFERENCE ROOM - 4208	1	Х		
Panto Move VF, Uph seat - blazer (8 ea.)		Х		Table and Chairs for 8 people
Flip Table with inset legs 63x31.5 (2 ea.)		Х		
RES - 3203, 3303, 3410				
Student Chair - Panto Swing - 18H (24 ea.)	-	X	-	
Lite Table with LignoDur Top (24 ea.) Interact - Height Adjustable Lectern	1	X		Table and Chairs for 12-14 people
Panto Move Stool - XL & no 3D	 	X	1	Table and challe for 12 17 people
My Caddy/Stand At Unit with Lam Door		X		
Mobile Bookcase (2 ea.)		Х		
RES - 3201, 3301, 3408				
Student Chair - Panto Swing - 18H (4 ea.) Lite Table with LignoDur Top (4 ea.)	1	X		Table and Chairs for 12-14 people
Flip Table with Lignobur 10p (4 ea.)		X		- Salid Griding For 12 11 pooplo
Panto Move (10 ea.)		X		
HALLWAY AREA (Open to Below)				
Compass Stools (16 ea.)		Х		
LEARNING LAB (24 students) - 4304, 4306, 4307, 4309, 4312, 4314, 4315, 4317 Student Chair - Panto Swing - 19H (24 op.)	1			
Student Chair - Panto Swing - 18H (24 ea.)	<u> </u>	Х	l	

Item	OFOI	CFCI	OFCI Teacher Lectern and Chair	
	UFUI		Storage Caddy	
Lite Table with LignoDur Top (24 ea.)		X	Desk and Chairs for 24 students	
Interact - Height Adjustable Lectern		X	Table with 3 stools	
Panto Move Stool - XL & no 3D		X		
My Caddy/Stand At Unit with Lam Door		Х	Add Alternate for storage along windows	
Mobile Bookcase (2 ea.)		Х		
EXPERIENTIAL LAB - 4321				
Compass (24 ea.)		Х		
EcoTable 72x36", solid core top (6 ea.)		Х	Teacher table and chair	
Interact - Height Adjustable Lectern		Х	Tables and Chairs for 24 students	-
Panto Move Stool - XL & no 3D		Х		-
SPACE walk - SS (2 ea.)		Х		
SPACE walk - BB (2 ea.)		Х		
TEACHER PLANNING - 4311				
EcoTable-R 51Wx24H, w/modesty (12 ea.)		Х		
Great Openings Mobile File Unit (12 ea.)		Х	Small table and chairs for 12 teachers	
Global Task Chair (12 ea.)		Х	Conf table with seating for 10	-
Compass Chair on Casters (10 ea.)		Х		
Flip Table with inset legs 63x31.5 (4 ea.)		Х		
COLAB - 4300A				
Flip Table with inset legs 63x31.5 (4 ea.)		Х		
Panto Move (16 ea.)		X		
		X		
Rondo Lift Round 39" (2 ea.)	-	X		
Panto Move Stool (8 ea.)	1	X		
SCIENCE - 4319	1	,,		
Interact - Height Adjustable Lectern	 	X	Science Classroom	
Panto Move Stool - XL & no 3D	ļ	Х	Teacher Lectern and Chair	
My Caddy/Stand At Unit with Lam Door	ļ	Х	Stools for 24 students	
LuPo Stool with back - 18H (24 ea.)	<u> </u>	Х	<u> </u>	
SCIENCE 4507 & 4512	1		Science Classroom	
Interact - Height Adjustable Lectern		Х	Teacher Lectern and Chair	
Panto Move Stool - XL & no 3D		Х	Stools for 24 students	
My Caddy/Stand At Unit with Lam Door		Х	Stools for 24 students	
LuPo Stool with back - 18H (24 ea.)		Х		
LEARNING LAB (24 students) - 4513, 4515, 4516, 4518, 4501, 4503, 4504, 450			T 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
Student Chair - Panto Swing - 18H (24 ea.)		Х	Teacher Lectern and Chair	
Lite Table with LignoDur Top (24 ea.)		X	Storage Caddy	
Interact - Height Adjustable Lectern		X	Desk and Chairs for 24 students	
Panto Move Stool - XL & no 3D		X	Table with 3 stools	
			Add Alternate for storage along windows	
My Caddy/Stand At Unit with Lam Door		X		
Mobile Bookcase (2 ea.)		Х		
PODS - 4108 & 4111			Table and Chair	
Flip Table with inset legs 63x31.5		Х	Table and Chair	
Panto Move (4 ea.)		Х	for 6 people	
HALLWAY AREA (Open to Below)				
en all the control of				
Compass Stools (8 ea.)		Х		
		Х		
Compass Stools (8 ea.)		X		
Compass Stools (8 ea.) EXPERIENTIAL LAB - 4519 Compass (24 ea.)			Teacher table and shair	
Compass Stools (8 ea.) EXPERIENTIAL LAB - 4519		Х	Teacher table and chair	
Compass Stools (8 ea.) EXPERIENTIAL LAB - 4519 Compass (24 ea.) ECoTable 72x36", solid core top (6 ea.)		X X	Teacher table and chair Tables and Chairs for 24 students	
Compass Stools (8 ea.) EXPERIENTIAL LAB - 4519 Compass (24 ea.) EcoTable 72x36", solid core top (6 ea.) Interact - Height Adjustable Lectern Panto Move Stool - XL & no 3D		X X X		
Compass Stools (8 ea.) EXPERIENTIAL LAB - 4519 Compass (24 ea.) ECOTABLE 72x36", solid core top (6 ea.) Interact - Height Adjustable Lectern Panto Move Stool - XL & no 3D SPACE walk - SS (2 ea.)		X X X X		
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Compass Stools (8 ea.) EXPERIENTIAL LAB - 4519 Compass (24 ea.) EcoTable 72x36", solid core top (6 ea.) Interact - Height Adjustable Lectern Panto Move Stool - XL & no 3D SPACE walk - SS (2 ea.) SPACE walk - SB (2 ea.) TEACHER PLANNING - 4520 EcoTable-R 51Wx24H, w/modesty (12 ea.) Great Openings Mobile File Unit (12 ea.)		X X X X X X X X X X X X X X X X X X X	Tables and Chairs for 24 students Small table and chairs for 12 teachers	
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Compass Stools (8 ea.) EXPERIENTIAL LAB - 4519 Compass (24 ea.) EcoTable 72x36", solid core top (6 ea.) Interact - Height Adjustable Lectern Panto Move Stool - XL & no 3D SPACE walk - SS (2 ea.) SPACE walk - SB (2 ea.) SPACE walk - BB (2 ea.) TEACHER PLANNING - 4520 EcoTable - R 51Wx24H, w/modesty (12 ea.) Great Openings Mobile File Unit (12 ea.) Global Task Chair (12 ea.) Compass Chair on Casters (10 ea.) Fili Table with inset legs 63x31.5 (4 ea.) SECURITY OFFICE - 4403 EcoTable 24x47, with grid channel and 1 cable outlet		X X X X X X X X X X X X X X X X X X X	Tables and Chairs for 24 students Small table and chairs for 12 teachers Conf table with seating for 10 Desk and Chair	
Compass Stools (8 ea.) EXPERIENTIAL LAB - 4519 Compass (24 ea.) EcoTable 72x36", solid core top (6 ea.) Interact - Height Adjustable Lectern Panto Move Stool - XL & no 3D SPACE walk - SB (2 ea.) SPACE walk - SB (2 ea.) TEACHER PLANNING - 4520 EcoTable - R51Wx24H, w/modesty (12 ea.) Great Openings Mobile File Unit (12 ea.) Global Task Chair (12 ea.) Compass Chair on Casters (10 ea.) Filip Table with inset legs 63x31.5 (4 ea.) SECURITY OFFICE - 4403 EcoTable 24x47, with grid channel and 1 cable outlet EcoTable 24x47, with grid channel and 1 cable outlet EcoTable - R51Wx24H, w/modesty (2 ea.)		X X X X X X X X X X X X X X X X X X X	Tables and Chairs for 24 students Small table and chairs for 12 teachers Conf table with seating for 10 Desk and Chair touch down desk and chair	
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Compass Stools (8 ea.) EXPERIENTIAL LAB - 4519 Compass (24 ea.) EcoTable 72x36", solid core top (6 ea.) Interact - Height Adjustable Lectern Panto Move Stool - XL & no 3D SPACE walk - SB (2 ea.) SPACE walk - SB (2 ea.) FACHER PLANNING - 4520 EcoTable - R 51Wx24H, w/modesty (12 ea.) Great Openings Mobile File Unit (12 ea.) Global Task Chair (12 ea.) Compass Chair on Casters (10 ea.) Filip Table with inset legs 63x31.5 (4 ea.) SECURITY OFFICE - 4403 Great Openings Mobile File Unit (2 ea.) Groat Openings Mobile File Unit (2 ea.) Compass Chair on Casters (10 ea.) Filip Table with inset legs 63x31.5 (4 ea.) SECURITY OFFICE - 4406 Global Task Chair (2 ea.) Compass Chair on Casters (3 ea.) COMFORT ROOM - 4406 Global Task Chair Foamcore tall arm social series AP OFFICE - 4405 EcoTable-R 51Wx24H, w/modesty		X X X X X X X X X X X X X X X X X X X	Tables and Chairs for 24 students Small table and chairs for 12 teachers Conf table with seating for 10 Desk and Chair touch down desk and chair 2 guest chairs 1 Soft Chair 1 Side Chair Desk and Chair	
Compass Stools (8 ea.) EXPERIENTIAL LAB - 4519 ECOTable 72x36", solid core top (6 ea.) Interact - Height Adjustable Lectern Panto Move Stool - XL & no 3D SPACE walk - SS (2 ea.) SPACE walk - SB (2 ea.) SPACE walk - SB (2 ea.) TEACHER PLANNING - 4520 EcoTable-R 51Wx24H, w/modesty (12 ea.) Great Openings Mobile File Unit (12 ea.) Global Task Chair (12 ea.) Compass Chair on Casters (10 ea.) Flip Table with inset legs 63x31.5 (4 ea.) SECURITY OFFICE - 4403 EcoTable 24x47, with grid channel and 1 cable outlet EcoTable-R 51Wx24H, w/modesty (2 ea.) Global Task Chair (2 ea.) Global Task Chair (2 ea.) Great Openings Mobile File Unit (2 ea.) Global Task Chair (2 ea.) Compass Chair on Casters (3 ea.) COMPART ROOM - 4406 Global Task Chair Foamcore tall arm social series AP OFFICE - 4405 EcoTable = 51Wx24H, w/modesty Great Openings Mobile File Unit		X X X X X X X X X X X X X X X X X X X	Tables and Chairs for 24 students Small table and chairs for 12 teachers Conf table with seating for 10 Desk and Chair touch down desk and chair 2 guest chairs 1 Soft Chair 1 Side Chair Desk and Chair small table with	
Compass Stools (8 ea.) EXPERIENTIAL LAB - 4519 Compass (24 ea.) EcoTable 72x36", solid core top (6 ea.) Interact - Height Adjustable Lectern Panto Move Stool - XL & no 3D SPACE walk - SS (2 ea.) SPACE walk - SB (2 ea.) SPACE walk - BB (2 ea.) TEACHER PLANNING - 4520 EcoTable - R51Wx24H, w/modesty (12 ea.) Great Openings Mobile File Unit (12 ea.) Global Task Chair (12 ea.) Compass Chair on Casters (10 ea.) Flip Table with inset legs 63x31.5 (4 ea.) SECURITY OFFICE - 4403 EcoTable - R51Wx24H, w/modesty (2 ea.) Great Openings Mobile File Unit (2 ea.) Global Task Chair (2 ea.) Compass Chair on Casters (3 ea.) Compost Chair (2 ea.) Compass Chair no Casters (3 ea.) Compost Chair (2 ea.) Compass Chair on Casters (3 ea.) Compost Chair (2 ea.) Compass Chair on Casters (3 ea.) Compost Chair (2 ea.) Compass Chair on Casters (3 ea.) Compost Chair (2 ea.) Compass Chair on Casters (3 ea.) Compost Chair (2 ea.) Compass Chair on Casters (3 ea.) Compost Chair (2 ea.) Compass Chair on Casters (3 ea.) Compost Chair (2 ea.) Compass Chair on Casters (3 ea.) Compost Chair (2 ea.) Compass Chair (2 ea.) Compass Chair (2 ea.)		X X X X X X X X X X X X X X X X X X X	Tables and Chairs for 24 students Small table and chairs for 12 teachers Conf table with seating for 10 Desk and Chair touch down desk and chair 2 guest chairs 1 Soft Chair 1 Side Chair Desk and Chair	
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Compass Stools (8 ea.) EXPERIENTIAL LAB - 4519 Compass (24 ea.) EcoTable 72x36", solid core top (6 ea.) Interact - Height Adjustable Lectern Panto Move Stool - XL & no 3D SPACE walk - SS (2 ea.) SPACE walk - SB (2 ea.) FEACHER PLANNING - 4520 EcoTable - R51Wx24H, w/modesty (12 ea.) Great Openings Mobile File Unit (12 ea.) Global Task Chair (12 ea.) Compass Chair on Casters (10 ea.) Filip Table with inset legs 63x31.5 (4 ea.) SECURITY OFFICE - 4403 EcoTable 24x47, with grid channel and 1 cable outlet EcoTable - R51Wx24H, w/modesty (2 ea.) Great Openings Mobile File Unit (2 ea.) Compass Chair on Casters (3 ea.) COMFORT ROOM - 4406 Global Task Chair Foamcore tall arm social series AP OFFICE - 4405 EcoTable - R51Wx24H, w/modesty Great Openings Mobile File Unit Great Openings Mobile File Unit Great Openings Lateral File Global Task Chair Global Task Chair		X X X X X X X X X X X X X X X X X X X	Tables and Chairs for 24 students Small table and chairs for 12 teachers Conf table with seating for 10 Desk and Chair touch down desk and chair 2 guest chairs 1 Soft Chair 1 Side Chair Desk and Chair small table with	
Compass Stools (8 ea.) EXPERIENTIAL LAB - 4519 Compass (24 ea.) EcoTable 72x36", solid core top (6 ea.) Interact - Height Adjustable Lectern Panto Move Stool - XL & no 3D SPACE walk - SS (2 ea.) SPACE walk - BB (2 ea.) TEACHER PLANNING - 4520 EcoTable-R-51Wx24H, w/modesty (12 ea.) Great Openings Mobile File Unit (12 ea.) Global Task Chair (12 ea.) Compass Chair on Casters (10 ea.) Filip Table with inset legs 63x31.5 (4 ea.) SECURITY OFFICE - 4403 EcoTable 24x47, with grid channel and 1 cable outlet EcoTable - S1Wx24H, w/modesty (2 ea.) Great Openings Mobile File Unit (2 ea.) Global Task Chair (2 ea.) Compass Chair on Casters (3 ea.) COMFORT ROOM - 4406 Global Task Chair Foamcore tall arm social series AP OFFICE - 4405 EcoTable-R-51Wx24H, w/modesty Great Openings Mobile File Unit Great Openings Mobile File Unit Great Openings Lateral File Global Task Chair (5 ea.) Rondo Lift 47x33 Height Adj Desk w/modesty +drawer		X X X X X X X X X X X X X X X X X X X	Tables and Chairs for 24 students Small table and chairs for 12 teachers Conf table with seating for 10 Desk and Chair touch down desk and chair 2 guest chairs 1 Soft Chair 1 Side Chair Desk and Chair small table with	
Compass Stools (8 ea.) EXPERIENTIAL LAB - 4519 Compass (24 ea.) EcoTable 72x36", solid core top (6 ea.) Interact - Height Adjustable Lectern Panto Move Stool - XL & no 3D SPACE walk - SS (2 ea.) SPACE walk - SB (2 ea.) SPACE walk - BB (2 ea.) TEACHER PLANNING - 4520 EcoTable - R 51Wx24H, w/modesty (12 ea.) Great Openings Mobile File Unit (12 ea.) Global Task Chair (12 ea.) Compass Chair on Casters (10 ea.) Filip Table with inset legs 63x31.5 (4 ea.) SECURITY OFFICE - 4403 EcoTable - R 51Wx24H, w/modesty (2 ea.) Great Openings Mobile File Unit (2 ea.) Global Task Chair (2 ea.) Compass Chair on Casters (3 ea.) Compass Chair on Casters (3 ea.) Compass Chair on Casters (3 ea.) COMPORT ROOM - 4406 Global Task Chair Foamcore tall arm social series AP OFFICE - 4405 EcoTable - R 51Wx24H, w/modesty Great Openings Mobile File Unit		X X X X X X X X X X X X X X X X X X X	Tables and Chairs for 24 students Small table and chairs for 12 teachers Conf table with seating for 10 Desk and Chair touch down desk and chair 2 guest chairs 1 Soft Chair 1 Side Chair Desk and Chair small table with	
Compass Stools (8 ea.) EXPERIENTIAL LAB - 4519 Compass (24 ea.) EcoTable 72x36", solid core top (6 ea.) Interact - Height Adjustable Lectern Panto Move Stool - XL & no 3D SPACE walk - SS (2 ea.) SPACE walk - SB (2 ea.) SPACE walk - SB (2 ea.) FEACHER PLANNING - 4520 EcoTable-R 51Wx24H, w/modesty (12 ea.) Great Openings Mobile File Unit (12 ea.) Global Task Chair (12 ea.) Compass Chair on Casters (10 ea.) Filip Table with inset legs 63x31.5 (4 ea.) SECURITY OFFICE - 4403 EcoTable 24x47, with grid channel and 1 cable outlet EcoTable-R 51Wx24H, w/modesty (2 ea.) Great Openings Mobile File Unit (2 ea.) Global Task Chair (2 ea.) Compass Chair on Casters (3 ea.) COMFORT ROOM - 4406 Global Task Chair Foamcore tall arm social series AP OFFICE - 4405 EcoTable-R 51Wx24H, w/modesty Great Openings Mobile File Unit Great Openings Mobile File Unit Great Openings Lateral File Global Task Chair Global Guest Chair (5 ea.) Rondo Lift 47x33 Height Adj Desk w/modesty +drawer EcoTable 35.5" Round Table CONFERENCE ROOM - 4404		X X X X X X X X X X X X X X X X X X X	Tables and Chairs for 24 students Small table and chairs for 12 teachers Conf table with seating for 10 Desk and Chair touch down desk and chair 2 guest chairs 1 Soft Chair 1 Side Chair Desk and Chair small table with 4 guest chairs Table and Chairs	
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Item	OFOI	CFCI	OFCI	NOTES
- Trash & Recycling Receptacles	X	5. 01	2701	
		 	 	
- File Cabinets	X	<u> </u>	<u> </u>	
- Area Rugs	Х	<u> </u>		
- Loose Shelving	X			
- Dumpsters	Х			
- TVs/Monitors/Mounting Brackets	Х			
Residential Appliances				
Residential Washer x 1ea.		Х		
	 			
Residential Dryer x 1ea.		Х		
Commercial Washer x 1ea.		Х		
Commercial Dryer x 1 ea.		Х		
Stacked W/D x 2ea.		Х		
Cooktop x 1ea.		Х		
Refrigerator x 16 ea.		Х		
Undercounter Refrigerator x 4 ea.		X		
Dishwasher x 7ea.		Х		
DIVISION 26 - ELECTRICAL				
266100 - Photovoltaic System	Х			DB Team to provide raceways for future use
		V		
DIVISION 27 - COMMUNICATIONS	Х	Х		OFOI Carried as Allowance, See breakdowns by Area & Responsibility
DIVISION 28 - ELECTRONIC SAFETY & SECURITY				OFOI Carried as Allowance, See breakdowns by Area & Responsibility
281300 - Security & Communication System	Х	Х		See breakdowns by area & responsbility
281301 - Electronic Security Management System	X	X	1	See breakdowns by area & responsibility
	^	X	 	See Secured Time by their transportability
283100 - Fire Alarm System		X	ļ	
* Fire Alarm Monitoring Company	Х	<u> </u>	<u></u>	
Telephone / Data				OFOI Carried as Allowance, See breakdowns by Area & Responsibility
- Rough-Ins, Cabling Paths (J-hooks / Cable Trays)		Х		
	v	^	1	
- Wireless Access Points	X	-	ļ	
- Cabling, Patch Panels, Active Components inc. Wireless Access Points	Х			
Audio / Visual Systems				OFOI Carried as Allowance, See breakdowns by Area & Responsibility
Dining Commons				, , , , , , , , , , , , , , , , , , , ,
	Х	1	1	
- Local Sound System w/ ceiling mounted/suspended loudspeakers				
- Wall mounted rack (amplifier, mixer, equalizer, etc.)	Х			
- Wireless microphone system & Hardwired Microphone inputs	Х			
- Connection of A/V System to Projection Screen/Monitor	Х			
- Rough-Ins, Cabling Paths (J-hooks / Cable Trays)		Х		
LGI Space - Removed From Project				Scope cut for budget
Band/Orchestra/Choral				
- Local Sound System w/ ceiling mounted/suspended loudspeakers	Х			
- Wall mounted rack (amplifier, mixer, equalizer, etc.)	X			
- Wireless microphone system & Hardwired Microphone inputs	Х			
- Rough-Ins, Cabling Paths (J-hooks / Cable Trays)		Х		
Gymnasium/Media Center/Learning Commons				
- Local Sound System w/ ceiling mounted/suspended loudspeakers	Х			
- Wall mounted rack (amplifier, mixer, equalizer, etc.)	X			
- Wireless microphone system & Hardwired Microphone inputs	Х			
- Speakers in adjacent health rooms tied to gym system	Х			
- System tied to A/V projection screen/monitor	Х			
- Rough-Ins, Cabling Paths (J-hooks / Cable Trays)		Х		
Media Center				
- Local Sound System w/ ceiling mounted/suspended loudspeakers	Х			
- Wall mounted rack (amplifier, mixer, equalizer, etc.)	X	<u></u>	<u></u>	
- Wireless microphone system & Hardwired Microphone inputs	Х			
- Data, A/V Connections at Circulation Desk	Х			
- Rough-Ins, Cabling Paths (J-hooks / Cable Trays)		Х	1	
	 		 	
- Power Connection at Circulation Desk	<u> </u>	Х	<u> </u>	
Learning Commons				
- Local Sound System w/ ceiling mounted/suspended loudspeakers	Х			
- Wall mounted rack (amplifier, mixer, equalizer, etc.)	X			
- Watt frounted rack (ampuner, finker, equalizer, etc.) - Wireless microphone system & Hardwired Microphone inputs	X	1	1	
		 	 	
- Connection of A/V System to Projection Screen/Monitor	Х	ļ		
- Rough-Ins, Cabling Paths (J-hooks / Cable Trays)		Х		
Music/Drama Experiential Lab				
- Local Sound System w/ ceiling mounted/suspended loudspeakers	Х	1		
		 	 	
- Wall mounted rack (amplifier, mixer, equalizer, etc.)	Х	 	 	
- Wireless microphone system & Hardwired Microphone inputs	Х			
- Recording Room: Recording & Playback Equipment	Х	<u></u>	<u> </u>	
- Rough-Ins, Cabling Paths (J-hooks / Cable Trays)		Х		
- RGBW Track Lighting w/ Standalone Controls		Х		
	 	H	 	
Athletic Fields	1	1	ļ	
- Local Sound System w/ ceiling mounted/suspended loudspeakers	Х	<u></u>	<u></u>	
- Wall mounted rack (amplifier, mixer, equalizer, etc.)	Х			
- Wireless microphone system & Hardwired Microphone inputs	Х			
	 	1		
Typical Classrooms	1	ļ		
- Teacher Panel	X			
- Data & A/V Connections to Teacher Panel & Interface with OFOI Monitor	Х	L		
- Power Connections to Teacher Panel		Х		
	 			
ERC	ļ	-	ļ	
- Data & A/V Connections to OFOI Wall Monitor	Х	<u> </u>		
- Power Connctions to OFOI Wall Monitor	<u> </u>	Х	<u> </u>	
Main Lobby				
- Data & A/V Connections to OFOI Wall Monitor	Х	1	1	
				1

Responsibility Matrix Maury High School Updated: 2025.03.11

Item	OFOI	CFCI	OFCI	NOTES
- Power Connctions to OFOI Wall Monitor		Х		
PUBLIC ADDRESS SYSTEM				OFOI Carried as Allowance, See breakdowns by Area & Responsibility
- Devices, Head end equipment, cabling & telephone system interface	Х			
- Rough-Ins, Cabling Paths (J-hooks / Cable Trays)		Х		
ELECTRONIC SAFETY & SECURITY				OFOI Carried as Allowance, See breakdowns by Area & Responsibility
- Video Management System - Devices, Equipment, Cabling	Х			
- Security Control System - Devices, Equipment, Cabling	Х			
- Emergency Warning Notification System - Devices, Equipment Cabling	Х			
- Rough-Ins, Cabling Paths (J-hooks / Cable Trays)		Х		