

ADDENDUM NO. 3

The Architect/ Engineer issues this addendum, applicable to the above named project, to all known Contractors before receipt of proposal.

This addendum includes Item Number 3-1 thru 3-14. This addendum items shall be fully incorporated into the Bidding/Contract Documents and have the same force and effect as though originally included.

The Bidder shall acknowledge receipt of this Addendum No. 3 on the Bid Proposal Form in the place provided.

CLARIFICATIONS

This Addendum includes items of clarification; forms part of the Contract Documents and shall be read, interpreted and coordinated with all other parts. Please review and consider the following information in the preparation of your bid.

Questions and Answers:

1. Is the project taxable or tax-exempt?

Answer: Taxable

2. Who is responsible for the Builders Risk on the Core and Shell Package?

Answer: Contractor

3. It looks like there is the possibility of lead paint on the existing historical façade. Based on the specifications we are assuming that this will be removed by the owner prior to us proceeding with the façade restoration.

Answer: The area's requiring removal/demo are identified and the areas where the façade has a good bond it would be encapsulated. The Limited Lead Paint Survey has been posted for reference on the A&D Technical Supply Website.

4. Please clarify the scope of work for the Base Bid and Add Alternate #6 for the Fire Sprinkler subcontractor.

a. Are risers and mains the only thing we are to include in the base bid? No branch piping? Based off light hazard occupancy or per drawings/schedules?

Answer: Refer to General Notes on Sheet FP-1.01 for description of Base Bid and Alternate conditions. This clarification is also indicated as Item 2-1 described in Addendum #2.

b. Are we to only add branch piping in the alternate? Based on the drawings/schedules or the schematic plans for future tenant improvements? If we are basing off of future tenant improvements, will the heads need to be located at future ceiling height? If so, what is the proposed ceiling height in the spaces?

Answer: For bidding purposes for the alternate, the sprinklers will be in ceilings. We can assume 10'-0" for the ceiling heights at this point for tenant finishes. Refer to Item 3-11 as part of Addendum #3.

5. Alternate #2. This is to be all drywall on the interior face of all exterior walls. Will this include the Mechanical existing wall on the roof of Area A?

Answer: Mechanical Penthouse in Mechanical Penthouse Floor Plan Area A, Mechanical and Electrical Rooms in First Floor Area C, Lobby in Lower Level Floor Plan Area A, Skywalk in Skywalk Floor Plan Area A, Stairs in all Floor Plans, and any other areas considered as part of the building Core shall be exempt from Alternate #2. Research Laboratories and Leasable Areas are considered Shell spaces for the Tenant Improvement areas that are included as part of Alternate #2.

6. The existing wall detail for the existing Historic Façade is wide open. Detail 1/A4.22 looks like there is a ridged type of insulation with a 6" metal stud wall furring out where the structural steel is supporting the existing wall. This seems to be typical through-out the Historic Façade walls, should we just take off the 6" metal stud furring.

Answer: The poche' in question is not 6" rigid insulation. It was intended to show Break Metal in an elevation view beyond. Refer to all new and reissued Building Restoration drawings as part of Addendum #1 for detail work and notations on all existing walls.

7. On the Historic Façade drawings the call out a IN-FILL Assembly A-1. I cannot find anything in the drawings that explain what this is?

Answer: Refer to all new and reissued Building Restoration drawings as part of Addendum #1 for Infill Assembly Types 'A' thru 'D'.

8. I have been unable to find where the payment retainage amount is spelled out. Is it 5%? 10%?

Answer: 10%.

9. Where are the limits of insurance requirements?

Answer: Included as part of Specification Section 00 73 00 – SUPPLEMENTARY CONDITIONS which is being issued with this Addendum #3. Refer to Item 3-1 as part of Addendum #3.

10. Exhibit A calls for Builder's Risk Insurance. Do we need to include Builder's Risk Insurance in the Base Bid? Or will the Owner carry Property Insurance?

Answer: Yes, Contractor to provide per 11.3 Property Insurance of A201.

SPECIFICATIONS

Item 3-1: Section 00 73 00 – SUPPLEMENTARY CONDITIONS

Add attached Section 00 73 00 – SUPPLEMENTARY CONDITIONS in its entirety.

Item 3-2: Section 05 75 00 – DECORATIVE FORMED METAL

Refer to sub paragraph 2.2 MATERIALS. Replace subparagraph 2.2.A. with the following:

- A. Aluminum Sheet: Alloy 3003, Temper H-14, **0.04** inch thick. Factory finished.

Item 3-3: Section 23 31 13 – DUCTWORK

Refer to paragraph 2, add subparagraph 2.4: Double Wall, Pre-Manufacturer Sheet Metal Plenums (Outside air plenum, Relief air plenum) as follows:

- A. General: Double wall, insulated pressurized plenum equipment shall be provided as indicated on the drawings. All panels and components shall be prefabricated and supplied by a nationally recognized manufacturer with published standards of construction, assembly and technical performance. Provide plenum as manufactured by McGill Airflow or equivalent.
- B. The entire plenum installation shall be designed by the plenum manufacturer to be self-supporting. Where roof spaces or loading require additional strength, it shall be provided by heavier panel skins, additional structural members and necessary pipe columns. The installer shall furnish and install all such additional structural members according to the drawings and details furnished by the plenum manufacturer.

- C. The finished plenum shall be able to withstand a positive internal static pressure of 4" and a negative internal static pressure of -4". Under these static conditions, the assembled structure shall not exhibit any panel joint deflections in excess of L/200 where L is the unsupported span length of any panel section within the completed plenum.
- D. Joint Construction: Snap-lock type with continuous self locking joint on both inside and outside of panel surface.
- E. All panels shall be 4" thick with solid galvanized exterior shell and a solid galvanized interior shell as noted on the drawings and mechanical equipment schedule.
- F. Outer shall be constructed of minimum 18-ga. galvanized sheet metal. Inner shell shall be constructed of minimum 22-ga. galvanized solid sheet metal.
- G. Assembly Trim: Minimum 18-ga. hot-dipped galvanized steel furnished in standard lengths to be field cut.
- H. All perimeter and longitudinal steel channel shall be constructed of ASTM Type A-446 structural quality galvanized steel with a minimum of 18 gage thickness or ASTM Type A-526 galvanized steel with a minimum of 16 gage thickness.
- I. Each panel assembly shall be completely filled acoustical/thermal insulating material that is inert, mildew and mold resistant as well as vermin proof. Insulation shall have a flame spread rating of 25 and smoke developed rating of 50.
- J. Thermal Performance: Insulating materials shall have a maximum thermal conductance of 0.06 Btu / Hr per square foot per Deg F (@ 75 Deg F mean temperature).
- K. Personnel Access Doors: Provide personnel access doors where shown on the plans. Door sizes shall be 36"W x 66"H. All access door panels and doors shall be constructed of 18-ga. solid galvanized steel inner liner and galvanized outer shell. Each door shall have a minimum of two ball bearing hinges and two wedge-lever door handles. All levers shall be operable from inside or outside the casing. Door swings shall be as indicated on the plans. Doors shall seat against neoprene gasket material, installed around entire perimeter of door. Provide 12" square viewing windows which are composed of double-glazed layers of wire reinforced safety glass separated by an air space and sealed with rubber seals.
- L. Plenum construction shall be fully coordinated with other trades to accommodate walls, floor, structure, piping, and other components in the vicinity. All penetrations and joints shall be sealed airtight.

Item 3-4: Section 23 57 00 – HEAT EXCHANGERS FOR HVAC

Replace section 23 57 00 with the attached section in its entirety.

Item 3-5: Section 23 64 16 – ROTARY SCREW WATER COOLED CHILLERS

Refer to subparagraph 2.1 B. "Johnson Controls Inc./York" shall be listed as an approved manufacturer.

DRAWINGS

STRUCTURE

Item 3-6: Sheet S5.01 – Structural Details – Area A

Refer to Detail 3. Notation described as “4” CMU TO 8” BELOW GRADE MAX. ELEVATION” shall be changed to read “8” CMU-SEE ARCH. DWGS. FOR BELOW GRADE EXTERIOR WALL SUPPORT CONSTRUCTION”.

ARCHITECTURAL

Item 3-7: Sheet A6.06 – Enlarged Restroom Plans – Area A

Reference Toilet Accessory Schedule. Accessory “M-1” manufacturer and model number shall be replaced with: Bobrick #B-165.

Item 3-8: Sheet A6.07 – Interior Elevations

Refer to elevation 4/A6.07. Remove reference to “(ALT. #1)” in note describing Wood Panels. The Wood Paneling shall be part of the base bid.

Item 3-9: Sheet A8.02 – Wall Section Details

See revised sheet for updated foundation detail. All wall sections associated with foundation detail shall be modified to match updated detail.

Item 3-10: Sheet A8.03 – Wall Section Details

See revised sheet for updated foundation detail, typical Curtainwall detail at exposed spandrel panel, and storefront head detail. All wall sections associated with foundation detail shall be modified to match updated detail.

FIRE PROTECTION

Item 3-11: Sheets FP1.01 through FP1.04 – Fire Protection Plans

Add General Note #2 as follows:
“Fire protection drawings and schedules denote zoning for future tenant finishes. Contractor to assume 10’-0” ceilings for all tenant finished spaces for Alternate #6 pricing.”

MECHANICAL

Item 3-12: Sheet M4.04 – Mechanical Schedules

Reference the Heat Exchanger schedule. Pressure drop listed is in PSI, not FT. Unit shall have 5.0 psi drop on both sides. Additionally, connection size shall be 10” for both system and load sides.

ELECTRICAL

Item 3-13: Sheet E2.01 – Lower Level Power & Auxiliary Systems Plan

Reference the vestibule that serves the 4-H building on the north end of the sheet. The fire alarm speaker/strobe indicated in this area is to tie into the 4-H building fire alarm control system as noted by plan note 17. This is the only fire alarm notification device that is to be tied in with the 4-H building system.

Item 3-14: Sheet E6.05 – Electrical Details

Refer to Lighting Control Schematic Diagram: Remove Central Lighting System Database Server, key not 5, from 'Area C' – First Floor.

END OF ADDENDUM NO. 3

SECTION 00 73 00 - SUPPLEMENTARY CONDITIONS

The following supplements modify the "General Conditions of the Contract for Construction", A.I.A. Document A201, 2007. Where a portion of the General Conditions is modified or deleted by these Supplementary conditions, the unaltered portions of the General Conditions shall remain in effect.

ARTICLE 1 **GENERAL PROVISIONS**

CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Change subparagraph 1.2.1 as follows:

Delete "by the Contractor" and substitute "and to make all working parts operational by the Contractor except for items specially called for to be by Owner or others".

Add the following new subparagraphs after 1.2.1:

- 1.2.1.1 In the event of conflicting provisions, ;the more specific provision will take precedence over the less specific; the more stringent will take precedence over the less stringent; the more expensive item will take precedence over the less expensive. On all drawings, figures take precedence over scaled dimensions. Scaling of dimensions, if done, is done at the Contractor's own risk.
- 1.2.1.2 Repeated features throughout must be constructed alike, although drawn in detail only once and, similarly, all detail and ornament must be constructed throughout all moldings, bands, etc., and all indications of material, etc., shall apply to all similar features throughout. Contractor is solely responsible for coordination of bidding and scope of Work of subcontractors and shall assume full responsibility for complete coordination of subcontractors.

Add the following new subparagraphs after 1.2.3:

- 1.2.3.1 All references to the "Manufacturer's Specifications", "Manufacturer's Directions" or "Manufacturer's Recommendations" shall refer to the referenced manufacturer's published specifications or manuals. These publications hereby are made a part of and incorporated by this reference in the Contract Specifications as though repeated therein in full, and all manufacturer's articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned accordingly, unless specified to the contrary.
- 1.2.3.2 No provision or term of any referenced standard specification, manual, or code, or manufacturer's specification, direction, recommendation or publication, whether or not specifically made a part of or incorporated by reference in the Contract Documents, shall be effective to change the duties

and responsibilities of the Owner or Architect, or any of their consultants, agents or employees from those set forth in the Contract Documents or Owner-Architect Agreement.

- 1.2.4 Wherever an article, device and/or piece of equipment is referred to in the singular, such reference shall apply to as many such articles as shown on the Contract Documents or are required to complete installation.

INTERPRETATION

Change paragraph 1.4 to 1.4.1:

Add the following new subparagraphs after 1.4.1:

- 1.4.2 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.
- 1.4.3 In the interest of conciseness, references to specification sections and details are preceded by the word “see”. Any such references are to be interpreted to include applicable form of the phrase “and comply with.”
- 1.4.4 In the interest of conciseness, certain sentences, statements, and clauses omit any form of the verb “shall,” normally expressed in verb phrase with verbs such as “furnish”, “install”, “provide”, “perform”, “construct”, “erect”, “comply”, “apply”, “submit”, etc. Any such sentences, statements, and clauses shall be interpreted to include the applicable form of the phrase “the Contractor shall,” and requirements described therein shall be interpreted as mandatory elements of the Contract.

OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

Add the following new subparagraph after 1.5.2:

- 1.5.3 Shop Drawings or BIM models created specifically for the project by Contractor, subcontractors, or material suppliers will be made available in electronic format to Owner. Owner may utilize the documents for the management, maintenance, operation, remodeling, renovation, or expansion specific to the Project as Owner deems desirable

ARTICLE 2
OWNER

INFORMATION AND SERVICES REQUIRED OF THE OWNER

Delete subparagraph 2.2.1 and substitute the following:

- 2.2.1 The Owner warrants that the has the financial capacity or has made financial arrangements to fulfill his obligations under the Contract. At the request of Contractor, Owner will furnish reasonable evidence of such capacity and financial arrangements.

Delete subparagraph 2.2.2 and substitute the following:

- 2.2.2 Owner shall secure and pay all necessary zoning approvals, easements, property assessments impact fees, development fees and business licenses necessary to obtain a building permit or for operating a business in the finished project including building permits, plan check and connection fees. Contractor shall be responsible for all other permits, fees, inspections, etc., required to achieve a final occupancy permit and use of the premises unless specifically noted otherwise in the Contract.

Change subparagraph 2.2.3 as follows:

Delete “and a legal description of the site” and add “ Notwithstanding anything to the contrary herein, Contractor will be responsible for verifying the location of all overhead utilities” after the last sentence.

Delete subparagraph 2.2.5 and substitute the following:

- 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one paper copy and CD of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2. Contractor shall be responsible for providing all subcontractors and material suppliers with adequate drawings and specifications.

OWNER’S RIGHT TO STOP WORK

Change paragraph 2.3 as follows:

Add “Nothing to the contrary herein will prevent the Owner from having the absolute and unconditional right to stop the Work at any time with or without cause.” after the last sentence.

ARTICLE 3
CONTRACTOR

REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

Change subparagraph 3.2.1 as follows:

Add “Contractor accepts all local requirements and existing conditions of the site. No allowance or additional compensation shall be made to Contractor on account of the conditions of the work site and the area surrounding the site, if such conditions could have been ascertained through exercise of reasonable diligence by Contractor.” after the last sentence.

Change subparagraph 3.2.2 as follows:

Add “The Contractor shall be responsible for properly notifying the local utility locator agency and other appropriate utility agencies of any proposed excavation required by the Work and obtaining the location of any underground facilities, before commencing with any digging operations. Any charges resulting from damaged facilities or utilities that are visible and overhead shall be borne by the Contractor unless such utilities were not identified by the utility locator agency.” after the last sentence.

Add the following subparagraphs after 3.2.4:

- 3.2.5 The Contractor may submit requests for information to the Architect to help facilitate the Contractor’s performance of the Contract. Prior to submitting each request for information, the Contractor shall first carefully study and compare the Contract Documents, field conditions, other Owner provided information, Contractor prepared Coordination Drawings, and prior Project correspondence and documentation to determine that the information to be requested is not reasonably obtained from such sources.
- 3.2.6 Each request for information shall be submitted to the Architect, in writing, on such form as the Architect may require and with such accompanying information as the Architect may require for such purpose. Each request for information shall identify the specific sources, which were reviewed by the Contractor in its efforts to determine the information requested, and a statement to the effect that the information being requested could not be determined from such sources.

SUPERVISION AND CONSTRUCTION PROCEDURES

Change subparagraph 3.3.1 as follows:

Delete “unless the Contract Documents give other specific instructions concerning these matters”.

LABOR AND MATERIALS

Add the following new subparagraphs after 3.4.2:

- 3.4.2.1 In all cases in which a manufacturer's name, trade name or other proprietary designation is used in connection with materials or articles to be furnished under this Contract, whether or not the phrase "or equal" is used after such name, the Contractor shall furnish the product of the named manufacturer(s) without substitution, unless a written request for a substitute has been submitted by the Contractor and approved in writing by the Architect as provided in Subparagraph 3.4.2.2.
- 3.4.2.2 If the Contractor proposes to use a material, system, or article which, while suitable for the intended use, deviates in any way from the detailed requirements of the Contract Documents, the Contractor shall inform the Architect in writing, on such form as the Architect may require for such purpose, of the nature of such deviations at the time the material, system, or article is submitted for approval or consideration, and shall request written approval of the deviation from the requirements of the Contract Documents. By submitting such material or article for approval, the Contractor:
- 1) represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
 - 2) represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
 - 3) certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's evaluation, redesign and other costs, if any, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
 - 4) will coordinate the installation of the accepted substitute, making such changes as may be required, whether required by the Architect or otherwise, for the Work to be completed in all respects.

- 3.4.2.3 In requesting approval of deviations or substitutions, the Contractor shall provide, upon the Architect's request, evidence leading to a reasonable certainty on the part of the Architect that the proposed substitution or deviation will provide a quality of result and performance at least equal to that otherwise attainable. If, in the sole good faith opinion of the Architect, the evidence presented by the Contractor does not provide a sufficient basis for such reasonable certainty, the Architect may reject such substitution or deviation without further investigation.

WARRANTY

Delete paragraph 3.5 and substitute the following:

- 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage, provided such damage or defect is not caused in whole or in part by Contractor. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All defective Work, whether or not in place, may be rejected, corrected or accepted by Owner as provided for herein, all at no additional cost to Owner. If in the event Owner gives notice to Contractor to perform warranty work, and Contractor fails to promptly perform warranty work, Owner may complete such work and correct the warranty work and the Contractor shall be responsible for all costs incurred by Owner to complete and correct the warranty work.

Add the following new subparagraphs after 3.5.1:

- 3.5.2 The entire Work shall be warranted against defects in material and workmanship for a period of one (1) year from the date of substantial completion except with respect to any "punch list" items noted at the time of substantial completion or occupancy by Owner which such warranty for the "punch list" items shall be for one (1) year from the date of final completion of such work. The warranty shall specifically provide that all defects in material and workmanship and all movable or adjustable work shall remain in working order, including hardware, weather-stripping, doors, windows, drawers, apparatus and all other equipment to which this heading is applicable

appearing during the warranty period, as determined by the Architect, will be remedied to the satisfaction of the Architect at no additional cost to the Owner. Such guarantee shall not apply to Work which has been abused or neglected by the Owner or Owner's successor in interest.

- 3.5.3 Notwithstanding Contractor's warranty as required under Paragraph 3.5.2, Contractor will be responsible for the correction of any hidden or latent defects discovered after the initial warranty period to the extent of State law.
- 3.5.4 Where a greater warranty is called for in the Specifications, the Contractor and his Subcontractor together on a single form, and the material manufacturer on the same or on a separate form, shall jointly furnish the Owner with their written warranty for the specified period in accordance with this article. Such warranties shall be in the Contractor's or Manufacturer's form, or in a trade association form, all subject to the Owner's and Architect's approval.
- 3.5.5 The Contractor shall secure and furnish to the Owner through the Architect, as a condition precedent to final acceptance and prior to application for final payment, all written guarantees and warranties called for in the Specifications.
- 3.5.6 The warranties and guaranties set forth by the paragraphs above are in addition to and without limitation or waiver of any other rights or remedies, at law or in equity, which Owner may have under the Contract or to which it may otherwise be entitled and shall survive the Owner's final payment, acceptance, inspection or failure of inspection of the Work and review of the Contract Documents.

PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

Add the following new subparagraph after 3.7.5:

- 3.7.6 The Electrical, Mechanical, Plumbing or any other Subcontractor shall secure all applicable permits and certificates, pay all fees and arrange for necessary inspections required by State, County, City or other authorities and pay all expenses for repairing highways, streets, sidewalks, alley, etc. occasioned by execution of his Work.

ALLOWANCES

Change subparagraph 3.8.2.3 as follows:

Add "No additional cost for Contractor's administrative overhead and profit may be added to any Change Order resulting from allowances." after the last sentence.

SUPERINTENDENT

Delete subparagraph 3.9.1 and substitute the following:

- 3.9.1 The Contractor shall adequately staff the Project site to properly and thoroughly layout, schedule, coordinate, direct, administer and supervise all construction activities. Contractor shall employ competent and appropriately qualified and experienced personnel, consisting of a superintendent or multiple superintendents based on the complexity of the Project, and necessary assistants, and, if required by the Contract Documents, a registered land surveyor, each of whom shall be reasonably acceptable to the Owner. Such persons shall not be replaced without the Owner's prior written approval. The superintendent and other appropriate personnel shall be in attendance at the Project site during progress of the Work and at any time in which any construction activity is to take place, and until the date of final completion.. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

Delete subparagraph 3.9.2 and substitute the following:

- 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner and Architect the name and qualifications of a proposed superintendent(s) and Project Managers. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent. Failure of the Owner to reply within the 14 day period shall constitute notice of no reasonable objection.

CONTRACTOR'S CONSTRUCTION SCHEDULES

Add the following new subparagraphs after 3.10.3:

- 3.10.4 General Contractor in conjunction with Major Subcontractors shall provide a Bar Chart or CPM Schedule of work to Architect, Owner and Subcontractors. Contractor, suppliers, manufacturers, and subcontractors are responsible for adherence to this schedule and shall at all times supply sufficient new equipment, tools, and workmen to complete work within time limits specified in this schedule.
- 3.10.5 General Contractor shall submit to Owner and Architect copy of Bar Chart, indicating dates that various phases of work will start and finish. The schedule shall contain an S curve projecting monthly expenditures based on the stage of completion. Submit schedule within 15 calendar days of start of construction. Keep Owner apprised of any delays or changes in this

schedule. Schedule shall be updated to current conditions and submitted with each pay request. No approval of pay request will be given unless this schedule is submitted.

- 3.10.6 Contractor shall on a daily basis prepare a report in which all events affecting the job and occurring that day are recorded. Copies of these reports shall be submitted to the Owner for his information and review at Owner's request.
- 3.10.7 Contractor shall maintain a Shop Drawing and submittal log, which shall be up-dated to current conditions, and be submitted with each request for payment.

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

Delete subparagraph 3.12.5 and substitute the following:

- 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, or with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors one (1) electronic copy and two (2) printed copies of all shop or setting drawings and schedules required for his work. Where Revit or BIM models are utilized in the design of the Project, Contractor shall prepare and integrate Shop Drawing information into the BIM model and shall identify any conflicts and verify that the system locations fit within the spaces provided without alteration to finish dimensions and heights. Contractor shall also integrate into the BIM model steel rebar, post tension reinforcing tendons, all slab or beam penetrations for plumbing, mechanical or other equipment and other elements as applicable and requested by Architect.
1. The Architect's approval of such drawings and schedules does not relieve the Contractor from responsibility for deviations from contract drawings or specifications unless he has, in writing, called the Architect's attention to such deviations at the time of submission of shop drawings or dimensions of all various members, the arrangement and construction of all connections at joints and other necessary details; also all holes, straps, and other fittings required by other contractors for the attaching of their work to the work for which the shop drawings were prepared.
 2. Where required, engineering computations shall also be submitted.
 3. When requested or required by the Architect, copies of approved shop drawings of the Contractor's work shall be furnished by him to other contractors whose work comes in contact with or is attached to the work for which such drawings were prepared.
 4. Contractor shall indicate his review and approval of shop drawings by

means of a stamp with his initials and date of review prior to submitting to the architect for review. Nonetheless, all submitted drawings, whether stamped or not, shall imply contractors review and approval thereof. Submittals, which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor or are not required by the Contract Documents, may be returned by the Architect without action. .

5. Only shop drawings, schedules, models and templates that bear the approved stamp of the Architect shall be used on this work. Work materials or equipment for which shop drawings are required shall not be fabricated, performed or installed until the Architect has approved the shop drawings. Such work, materials or equipment performed or installed without prior approval of shop drawings may not be accepted. It shall be the General Contractor's responsibility to submit shop drawings to the Architect.

Change subparagraph 3.12.10 as follows:

After, "The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional." Add the following "Such design professional shall carry professional liability insurance in such amounts as required by Owner and shall be required in its subcontract with Contractor to indemnify the Owner in the event of any negligent act, error or omission in the design professional's performance for this Project."

Add the following new subparagraph after 3.12.10:

- 3.12.11 Upon Substantial Completion of the Work, the Contractor shall compile for and deliver to the Owner a set of Record Documents conforming to the construction records of the Contractor as provided by him to the Contractor. This set of documents shall consist of corrected specifications and drawings showing the recorded location of the changes in the work. Within thirty (30) days upon completion of all work, the Contractor shall furnish to Architect one (1) complete set of reproducible Record Drawings/Documents that have been corrected to show all revisions, deletions and additions. These drawings shall be designated "Record Documents" and bear the General Contractor's and Subcontractor's signatures and date. The Architect shall then forward the Record Documents to the Owner (2 copies thereof). No final payment will be issued to the Contractor until the complete set of shop drawings, record drawings, and maintenance and operating manuals are delivered to the Architect/Engineer.

USE OF SITE

Delete paragraph 3.13 and substitute the following:

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

Add the following new subparagraphs after 3.13.1:

- 3.13.2 The Contractor, each Subcontractor, and other Contractors shall provide their own protection against the elements for suitable storage of their materials or equipment delivered to the site or delivered to some other location agreed upon in writing, which are to be incorporated into this project, and shall provide their own trailers or sheds for storage of their materials, equipment, tools, etc., requiring such a facility, if not otherwise provided by the General Contractor. Areas for general storage and storage trailers or sheds shall be approved by the Owner. Deliver all cement, caulking materials, paint materials, lime, plaster, adhesives for resilient floors, acoustical materials, and all similar materials to the job or to the off-site storage location in original sealed containers, unopened, with seals unbroken and with labels plainly indicating manufacturer's name, brand, type and grade of materials. Containers which are broken, opened, water-marked or otherwise damaged and/or which contain caked, lumpy or otherwise damaged materials are unacceptable and shall be immediately removed from the premises. Store all the above mentioned materials above ground and protected from dampness, weather, and other damage.
- 3.13.3 The Contractor shall provide for maintenance of traffic over roads or streets involved in or adjacent to the Project. The Contractor shall keep roads or streets free from obstructions which might present a hazard or interference to traffic and keep such roads or streets in such condition that traffic can be adequately accommodated. When operations in connection with Contract Work necessitates the closing of traffic lanes, it shall be the Contractor's responsibility to arrange in advance with the authorities having jurisdiction, the Owner and other adjacent property owners for such closing, and to provide appropriate barricades, signs, marker, flares, guards and other devices as may be required by the various owners for traffic guides and public safety.

CUTTING AND PATCHING

Add the following new subparagraphs after 3.14.1:

- 3.14.1.1 Each Subcontractor shall be responsible for all cutting and patching necessary for his work. All patching shall be done by the Contractor whose work is damaged.
- 3.14.1.2 Each Prime Contractor shall do all fitting of his own work as required to make its several components fit together or to receive the work of other Contractors. Holes cut in exterior walls or roofs for installation of mechanical or electrical equipment shall be waterproofed in accordance with the Contract Documents.

Add the following new subparagraphs after 3.14.2:

- 3.14.3 Permission to patch any areas or items of work does not imply a waiver of the Architect's right to require complete removal and replacement in said areas and of said items if, in Architect's opinion, said patching does not satisfactorily restore the quality and appearance of the work.

INDEMNIFICATION

Delete paragraph 3.18.1 and substitute the following:

- 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify, defend and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from (1) performance of the Work, by the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable (collectively the "Contractor Parties"); (2) the errors, omissions, negligent or intentional acts of the Contractor Parties; (3) violation of applicable laws by the Contractor Parties; or (4) any material breach of this Agreement by Contractor. Provided, however, that the Contractor's indemnity obligations under this Paragraph 3.18.1 shall not apply to the extent the applicable claim, damage, loss or expense is determined to be caused by the negligence of the Owner. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18. Acceptance of any Work by Owner or termination of this Agreement shall in no event waive the above described obligations as such shall survive the expiration of this Agreement.

ARTICLE 4
ARCHITECT

COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Delete paragraph 4.2.4 and substitute the following:

- 4.2.4 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract changes or modifications to plans and Specifications or the interpretation thereof. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner. Notwithstanding, Owner and Contractor may communicate directly with Consultants where Architect is not immediately available or where, in the judgment of the Owner/Contractor, Architect has been unresponsive.

Change subparagraph 4.2.6 as follows:

After the last sentence, add "Contractor shall promptly notify the Owner if Architect rejects work or request additional inspection/testing."

Add the following new subparagraphs after 4.2.14:

- 4.2.15 The Architect will evaluate substitutions proposed by the Contractor, whether as part of a cost reduction procedure or otherwise, which are prepared and submitted in accordance with the requirements of Subparagraph 3.4.2. Such evaluation and any action taken by the Architect with respect thereto shall be performed within such period of time as may in the Architect's professional judgment be required to permit adequate review. The Owner shall evaluate and approve or take other appropriate action upon Contractor proposed substitutions and the Architect's recommendations with respect thereto, which evaluation shall include but not be limited to a review of the total net change to the Project cost, taking into account the proposed change to the Construction Cost, the possible Additional Service costs of the Architect, and the possible change to the projected operating costs of the completed Project. Any change in the Contract Sum, the Contract Time, or the requirements of the Contract Documents as a result of an Owner approved substitution shall be reflected in a Change Order

ARTICLE 5
SUBCONTRACTORS

AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

Delete paragraph 5.2.1 and substitute the following:

- 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, after award of the Contract, 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 Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

CONTINGENT ASSIGNMENT OF SUBCONTRACTS

Change subparagraph 5.4.2 as follows:

Delete “suspension” and replace with “suspension but only to the extent that subcontractor can prove that cost increases are a result of material cost or wage rate increase.”

ARTICLE 6
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

OWNER’S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

Delete subparagraph 6.1.1 and substitute the following:

- 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner’s own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. The Contractor may not claim delay or additional cost of such action by the Owner, except to the extent that Contractor can produce compelling evidence that the work of separate contracts results in significant disruption of Contractor’s work.

Delete subparagraph 6.1.3 and substitute the following:

- 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall take overall responsibility for coordinating the Work and shall notify the Owner in writing if any of the Owner's own forces or contractors fails to cooperate with the Contractor. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised and approved by Owner.

Delete subparagraph 6.1.4.

MUTUAL RESPONSIBILITY

Delete subparagraph 6.2.3 and substitute the following:

- 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall only be responsible to the Contractor for costs the Contractor incurs, resulting from delays caused by improperly timed activities, damage to the Work or defective construction of a separate contract.

ARTICLE 7 **CHANGES IN THE WORK**

GENERAL

Add the following new subparagraphs after 7.1.3:

- 7.1.4 Unless instructed otherwise by Owner, Contractor shall not commence work on, or provide materials for or make changes in, the Work which will require additional payment from the Owner until he has requested and obtained written approval from the Architect and Owner to proceed with the extra work. Failure of the Contractor to obtain written approval from the Architect and Owner before commencing such work shall constitute cause for rejection of request for additional compensation for such work.

CHANGE ORDERS

Add the following new subparagraphs after 7.2.1:

- 7.2.2 The method used to determine adjustments to the Contract Sum shall be as follows:
- .1 Additional work which is performed by subcontractors will be charged at the subcontractor's cost of materials and labor for subcontractor's own work plus ten percent (10%) plus five percent (5%) for sub-subcontractor work thereof as full compensation for the subcontractor's supervision, general conditions, project management, mobilization, demobilization, tool and truck expense, and other general job expense, overhead, and profit.
 - .2 Subcontractor labor rates shall be calculated by taking the actual paid out payroll rate to an individual multiplied by 1.40 to cover all payroll burdens such as premiums for workmen=s compensation, liability and health insurance, payroll taxes and social security contributions, union charges, vacation and holidays, truck and small tool expenses, and other employee benefits and burdens imposed on a basis of payrolls. List of laborers and copies of pay stubs shall be provided when requested by Owner to validate the rates. Alternatively, subject to advanced approval of Owner rates may be determined based on the most recent rates published by the US Department of Labor, Davis Bacon Wage Determination for the project area and labor classification.
 - .3 Rates for heavy machinery and equipment attributable to additional work including for Construction Manager or subcontractor owned equipment shall be determined in advance but in no case shall exceed that amount published by USACE-Construction Equipment Ownership and Operating Schedule, EP 1110-1-8 for the place of the Project.
 - .4 Contractor shall be entitled to a markup on all subcontractor changes and heavy machinery and equipment in the amount indicated in the Contract as full compensation to cover all Contractor's supervision, project management, other general conditions, overhead and profit.
 - .5 Additional work performed directly by Contractor or his employees shall be computed by adding the net direct cost of labor calculated in the same manner as that indicated in paragraph 7.2.2.2 above, except that direct cost of labor may be multiplied by one point three five (1.35); PLUS net direct cost of heavy machinery and equipment and materials, including all State and local taxes, freight and transportation applicable thereto; PLUS an allowance of the amount indicated in the Contract as full compensation to cover all general job costs for supervision (employees above the level of job superintendent or foreman), and unassignable job costs such as utilities, clean-up, hand-tools, pick-up trucks, other vehicles, other

general conditions, and Contractor overhead and profit.

- .6 Work that is scheduled as a Bid Alternate or Unit Price will be based on the lump-sum or actual in-place measurement of quantity multiplied by the applicable price as shown in the Construction Contract. There will be no additional mark-up or charge for Contractor's supervision, overhead, and profit.
- .7 Cost for Work that is shown as an Allowance will be adjusted based on the provisions of Paragraph 3.8.2. Actual costs will be calculated in accordance with Paragraph 7.2.2 without application of any additional markup for Contractor's general supervision, overhead and profit.

7.2.3 For work omitted, credit will be given in the amount of the actual savings in cost computed on the same basis as for work added but without application of Contractor's percentages covering job supervision, general expense, overhead, and profit described in Paragraph 7.2.2.

7.2.4 In cases where changes result in work both added and omitted, the percentages covering Contractor's job supervision, general expense, overhead and profit, shall be applied to the net difference between the costs of work added and omitted, if the net result is additive. Otherwise, the aforesaid percentages shall not be applied to either the cost of the work added or omitted.

7.2.5 All estimates for changes shall be accompanied by itemized breakdowns of all material and labor charges and credits. Contractor shall provide other breakdowns as may be reasonably requested by Owner or Architect to permit the proper evaluation of changes.

7.2.6 Additional General Conditions may only be charged to the extent that Changes in the Work increase the contract time, add to the scope of the Work, and or cost can be directly attributable to the change. For extensions in time, Construction Manager shall be entitled to additional General Conditions in the amount indicated in the Contract or if not indicated, General Conditions will be determined by calculating the daily cost at the same ratio as occurs between the fixed sum of the General Conditions and the original contract time, excluding any costs for non-recurring expenses such as mobilization, de-mobilization, permits and fees, final clean up, plan reproduction, close out expenses, etc

7.2.7 Construction Manager will not delay the progress of the Work pending final determination of value of the change in the Work provided he receives authorization from the Owner to proceed. Owner and Construction Manager will expedite responses and decisions with respect to changes so that final decisions can be made generally within 3 days of receipt of request for information or submission of proposed costs.

CONSTRUCTION CHANGE DIRECTIVES

Delete subparagraph 7.3.3 and substitute the following:

- 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on the methods used pursuant to Paragraph 7.2.2

Delete subparagraph 7.3.7 and substitute the following:

- 7.3.7 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

Delete subparagraph 7.3.8 and substitute the following:

- 7.3.8 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

Delete subparagraph 7.3.9 and substitute the following:

- 7.3.9 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive

Delete subparagraph 7.3.10 and substitute the following:

- 7.3.10 Contractor will not delay the progress of the Work, pending final determination of value of the Change in the Work, provided he receives authorization from the Owner to proceed.

ARTICLE 8
TIME

DELAYS AND EXTENSIONS OF TIME

Delete subparagraph 8.3.2 and substitute the following:

- 8.3.2 All claims for extension of time shall be made in writing to the Owner no more than twenty-one (21) days after the commencement of the delay; otherwise they shall be waived. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the work and shall notify Owner within seven (7) days after the event causing the delay has ceased.

Change subparagraph 8.3.3 as follows:

After the last sentence, add "The Owner's exercise of any of its rights under the Contract Documents regarding Changes in the Work, regardless of the extent or number of such changes, or the Owner's exercise of any of its remedies of suspension of the Work or requirement of correction or re-execution of any defective Work shall not under any circumstances be construed as intentional interference with the Contractor's performance of the Work."

Add the following new subparagraphs after 8.3.3:

- 8.3.4 By executing the Construction Contract, Contractor acknowledges that the fixing of the Contract Time, Completion Date, and amount of Liquidated Damages in the Contract Documents is fair and reasonable and has taken the following factors, among others, into consideration:
- .1 The urgent need of the Owner to have the project completed by the time specified in order to fulfill its commitments to lenders, tenants, employees, and other building occupants, invitees, or users;
 - .2 The size, design, and location of the project;
 - .3 The quantity, quality, and probable availability of labor and materials involved in the construction of the project;
 - .4 The total dollar amount of the Construction Contract;
 - .5 The average climatic range, the customary weather for the time period of the Construction Contract and the usual customs and practices prevailing in the construction industry in this area;
 - .6 The impossibility of ascertaining and fixing the actual damages the Owner would sustain the event of delay in the completion of the project;
 - .7 The applicable laws and governmental rules and regulations.

ARTICLE 9
PAYMENTS AND COMPLETION

SCHEDULE OF VALUES

Delete paragraph 9.2 and substitute the following:

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

Add the following new subparagraph after 9.2.1:

- 9.2.2 Contractor shall provide a Schedule of Value which segregates and allocates the Contract Sum between portions of the work will include two separate breakdowns, 1) Core and Shell 2) Tenant Improvements . Upon Notice of Award Architect and/or Owner will provide Contractor with additional diagrams and descriptions to further define portions of work is to be included in each Scope. Contractor shall provide an explanation of the rationale used in allocating the costs and make further adjustments or refinements as requested by Owner.

APPLICATIONS FOR PAYMENT

Delete paragraph 9.3.1 and substitute the following:

- 9.3.1 On or about the first day of each month, the Contractor shall prepare a draft itemized Application for Payment in accordance with the Schedule of Values, indicating the Contractor's right to payment, together with supporting data and breakdowns as the Owner or Architect reasonably request for work completed. Contractor, Architect, and Owner shall meet at the job site, review Contractor's draft Application, and determine together the appropriate amounts owing for each item of Work. Contractor will then make the appropriate adjustments, provide additional substantiating data when requested, and submit to the Architect four copies of the final notarized Applications for Payment. Applications for Payment shall be submitted on AIA Document G702 and G703, or such other form as Owner may approve, and shall additionally include (i) upon reasonable request, a breakdown by trade of the amounts due under the applicable subcontract, (ii) an accounting of all

labor hours and rates for Work performed on the basis of cost-plus contracts, (iii) invoices attached for all materials, rental equipment and Subcontractor's statements, (iv) upon reasonable request, copies of the Contractor's daily log, (v) notarized "conditional" lien waiver and release of claims (in form and substance as required by Owner in its reasonable discretion) from the Contractor for the Work detailed in the current Application for Payment, (vi) notarized "unconditional" lien waivers and release of claims (in form and substance as required by Owner in its reasonable discretion) from the Subcontractors (including material men and suppliers) with contracts with a value of \$2,500 or more for all Work for which Contractor has received payment under prior application for payment, and (vii) any other information Owner may deem reasonably necessary to substantiate the Application for Payment. In the event of a dispute with regard to any item included in an Application for Payment, the Owner shall make payment for items not in dispute and shall have the right to withhold from payment the amount of such disputed item while the parties attempt to resolve the dispute in accordance with the dispute resolution procedures provided for in the Contract Documents, and the Contractor shall continue to perform the Work in accordance with the Construction Schedule and shall not stop, delay, slow down or hinder progress of the Project so long as Owner continues to pay undisputed amounts in accordance with this Agreement. Contractor will also comply with any customary and reasonable requests by Owner's Lender for information or proof of payment.

Delete paragraph 9.3.2 and substitute the following:

9.3.2 Except as otherwise provided in the Contract Documents, payments will not be made on account of materials and equipment not incorporated in the Work. However, if approved in advance by the Owner, payment may be made for materials and equipment suitably stored off the site at the jobsite or at some other location agreed upon in writing. Generally, Owner will approve payment only for materials that are specially fabricated or that are of a special nature not readily available but that are necessary for the proper sequencing of a timely execution of the construction or for major equipment. Payment shall be made only for Owner pre-approved materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. Notwithstanding the Owner having title to such material and equipment, pursuant to Paragraph 9.3.3, Contractor shall be responsible for the entire cost of any replacement, theft, repair, or other damage which make the materials unsuitable for incorporation in the Work to the extent coverage is provided thereunder for such loss and the Owner will not be held liable or responsible for the materials until they are fully incorporated into the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures

satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

DECISIONS TO WITHHOLD CERTIFICATION

Change subparagraph 9.5.1.2 as follows:

Delete "unless security acceptable to the Owner is provided by the Contractor."

Change subparagraph 9.5.1.6 as follows:

Delete "or"

Change subparagraph 9.5.1.7 as follows:

After the last sentence, add "or."

Add the following new subparagraph after 9.5.1.7:

9.5.1.8 items in dispute between the Owner and Contractor.

Delete paragraph 9.5.2 and substitute the following:

9.5.2 When the above reasons for withholding certification are removed, certification will be made on the next Application for payment for amounts previously withheld.

PROGRESS PAYMENTS

Change subparagraph 9.6.7 as follows:

After the last sentence, add "unless the Contractor cannot tender the funds owing in accordance with payment provisions of the Subcontract or Purchase Order to the Subcontractor or suppliers."

Add the following new subparagraph after 9.6.7:

9.6.8 The Owner reserves the right to take possession and use any completed or partially completed portion of the Project, regardless of the time of completion of the Project, providing it does not interfere with the Contractor's work. Such possession or use of the Project shall not be construed as final acceptance of the Project of any portion thereof.

SUBSTANTIAL COMPLETION

Delete paragraph 9.8.2 and substitute the following:

- 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor and the Architect shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Upon Substantial Completion of the Work, Owner reserves the right to retain the amount allowed by law for the Cost of the Work of the remaining punch list Work to be completed and/or corrected by Contractor (as determined by Owner in its reasonable discretion).

Change subparagraph 9.8.3 as follows:

After the last sentence, add "At time of Substantial Completion, Owner may withhold payment as incomplete work and not retainage in the following amounts. Payment will be withheld from each contractor, subcontractor and materials supplier until such time as the requested documents are submitted to the Owner in a complete and organized manner.

- .1 The greater of \$500 or one percent (1%) of the contract or subcontract amount for each subcontractor or contractor warranty.
- .2 The greater of \$500 or one percent (1%) of the contract or subcontract amount for each subcontractor or contractor project closeout, operations and maintenance manuals, parts list, extra stock, etc.
- .3 The greater of \$500 or one percent (1%) of the contractor or subcontractor amount until receipt of each as-built drawings as required by project closeout requirements.
- .4 The amount of one percent (1%) of the Contractor's total fee until the receipt of all final or unconditional final lien releases from subcontractors and major materials suppliers plus the amount of one percent (1%) of any contract or subcontract amount.

Add the following new subparagraph after 9.8.5:

- 9.8.6 If during the performance of the initial substantial completion inspection the Architect finds that the Contractor has failed to sufficiently complete the Work due to, but not limited to, incomplete work, deficient work and/or non-addressed work in accordance with the Contract Documents, the cost of additional inspections that may be subsequently required of the Architect for purposes of determining Substantial Completion shall be borne solely by the Contractor. Design Professional re-inspection service fees, owed by the Contractor, will be billed on a time and material basis at the Architect's

current billing rates and the Owner will deduct this amount from the Contractor's Final Payment request.

PARTIAL OCCUPANCY AND USE

Change subparagraph 9.9.1 as follows:

Delete “, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project.”

FINAL COMPLETION AND FINAL PAYMENT

Change subparagraph 9.10.1 as follows:

After the last sentence, add “. In connection with the final request for payment and as a condition to such payment, the Contractor must have: (1) completed all punch list items to the satisfaction of the Owner, (2) delivered to Owner for its review and approval a detailed final accounting of the actual Cost of the Work (together with any itemization of any fixed general conditions budget); (3) delivered to Owner all maintenance and operating instructions, schedules, guarantees and warranties, bonds, certificates of inspection, marked-up record documents, occupancy permits and other closeout submittals required by the Contract Documents; and (4) shall deliver to Owner a notarized Final Lien Waiver and Final Release on Owner's "Lien Waiver and Final Releases" form from Contractor, all subcontractors, and other persons furnishing labor or materials for the entire project. Contractor shall also comply with any reasonable requirements of Owner's Lender and Surety.”

Add the following new subparagraphs after 9.10.4.3:

- 9.10.4.4 latent and hidden defects discovered after final completion to the extent of State law; or
- 9.10.4.4 unrepaired items which were listed on a "punch list" prepared at time of Substantial Completion or at Final Completion.

Add the following new subparagraph after 9.10.5:

- 9.10.6 If during the performance of the initial final completion inspection the Architect finds that the Contractor has failed to fully complete the Work due to, but not limited to, incomplete work, deficient work and/or non-addressed work in accordance with the Contract Documents, the cost of additional inspections that may be subsequently required of the Architect for purposes of determining Final Completion shall be borne solely by the Contractor. Design

Professional re-inspection service fees, owed by the Contractor, will be billed on a time and material basis at the Architect's current billing rates and the Owner will deduct this amount from the Contractor's Final Payment request.

ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY

SAFETY OF PERSONS AND PROPERTY

Add the following new subparagraphs after 10.2.1.3:

- 10.2.1.4 existing systems, utilities, services and equipment not associated with this Work but within the site and as has been disclosed by Owner, Architect or utility (including by calling the utility "dig right" hotline) or as is apparent on reasonable inspection of the Project site, whether indicated on the Drawings or not, shall remain intact and undisturbed during the execution of the Work and in the event that damage to any such systems, utilities or equipment is caused by construction operations under this Contract, the Contractor shall be responsible for repairs or replacements as directed by the Owner and at no additional cost to the Owner; and
- 10.2.1.5 the intention of the Contract is that, upon completion, the entire work will be protected and delivered at the end to the Owner in proper, whole, and unblemished condition.

Add the following new subparagraphs after 10.2.3:

- 10.2.3.1 Provide and maintain, required amount of, portable fire-fighting equipment including fire extinguishers. All persons working on the project shall be familiarized with the locations and operation of fire extinguishers.
- 10.2.3.2 Provide, erect, and maintain all required planking, barricades, guardrails, temporary sidewalks, etc., streets, drives adjoining property and the new building, to prevent accidents to the public and the workmen at the jobsite.
- 10.2.3.3 Provide and maintain proper shoring and bracing to prevent earth from caving or washing into the building excavation.
- 10.2.3.4 Provide and maintain proper shoring and bracing for existing underground utilities, sewers, etc., encountered during excavation work, to protect them from collapse or other type of damage until such time as they are to be removed, incorporated into the new work, or can be properly backfilled upon completion of new work.

- 10.2.3.5 Provide heavy plank covering over walks, curbs, drives, etc., and heavy wood cribbing around all trees within the construction area and at corners of the new building to protect them from possible damage by trucking or otherwise.
- 10.2.3.6 Provide and maintain protection against rain, snow, wind, ice, storms and heat so as to maintain all Work, materials, apparatus, and fixtures, incorporated in the Work, free from injury or damage. At the end of the day's work, cover all Work subject to damage. Remove snow and ice as necessary for safety and proper execution of the Work.

Change subparagraph 10.2.5 as follows:

After the last sentence, add " Notwithstanding anything to the contrary herein, the Contractor shall assume the responsibility for the protection of all finished construction under his Contract and shall repair and restore any and all damage to his finished construction to its original state. Where responsibility can be fixed, the cost shall be borne by the party responsible. If responsibility cannot be fixed, the cost shall be pro-rated among all Contractors in proportion to their activities at the building at the time the damage was done."

HAZARDOUS MATERIALS

Delete paragraph 10.3.2 and substitute the following:

- 10.3.2 Upon receipt of the Contractor's written notice, the Owner will investigate these materials, and determine the method, if necessary, of removal, disposal or encapsulation of these materials. If the Contractor, any Subcontractor or any Sub-subcontractor disturbs, removes, disposes or encapsulates these materials without written authorization and instructions from the Owner; or disturbs, removes, disposes or encapsulates these materials in a manner not in accordance with the written authorizations and instructions of Owner, the Contractor shall be solely responsible for any and all loss, damage or liability arising or resulting from the acts of the Contractor, any Subcontractor or any Sub-subcontractor. By Change Order, where applicable the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

Delete paragraph 10.3.3 and substitute the following:

- 10.3.3 Contractor shall not incorporate in the Work any materials containing asbestos, PCB's, or other hazardous materials. Contractor shall not use, produce, store, release, dispose, or handle, in or about the project, or transfer to or from the project (or permit any other party to do such acts), any hazardous substance except in compliance with all applicable environmental laws. The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall not be responsible for hazardous materials or substances brought to the site by the Contractor unless such material or substances are required by the Contract Documents.

Delete paragraph 10.3.4 and substitute the following:

- 10.3.4 "Hazardous substances" and "hazardous materials" as used herein shall mean all substances, materials, and waste that are or become regulated or classified as hazardous or toxic under any environmental law. "Environmental Laws" shall mean any federal, state, or local statute, ordinance, rule, regulation, or guideline pertaining to health, industrial hygiene or the environment, including without limitation the Federal Comprehensive Environmental Response, Compensation, and Liability Act.

ARTICLE 11 **INSURANCE AND BONDS**

CONTRACTOR LIABILITY INSURANCE

Change subparagraph 11.1.1 as follows:

After the final sentence, add " All insurance shall be carried by companies acceptable to the Owner, and licensed in the state where the project is located:"

Delete paragraph 11.1.2 and substitute the following:

- 11.1.2 The insurance required by Section 11.1.1 shall be as follows:

Add the following new subparagraphs after 11.1.2:

- 11.1.2.1 Prior to commencement of Work, Contractor shall procure, and at all times thereafter maintain with insurers acceptable to Owner, the following minimum insurance insuring Contractor, Owner, the Architect and the Architect's consultants against liability from damages because of injuries, including death, suffered by persons, including employees of Contractor, and liability from damages to property arising from and flowing out of Contractor's operations, including its Subcontractors' and suppliers' operations, in connection with the performance of this Agreement.
- 11.1.2.1.1 Workers' Compensation in statutory limits as prescribed by applicable law where the work is being performed and Employers' Liability in the minimum amount of \$1,000,000 each accident.
- 11.1.2.1.2 Commercial General Liability including the following coverage extensions: (1) Personal Injury, (2) Premises Operations, (3) Contractual Liability, (4) Products/Completed Operations, (5) as applicable, coverage for Explosion, Collapse and Underground hazards, (6) Broad Form Property Damage and (7) Independent Contractors. The limits of liability for such insurance shall be not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. Coverage shall be written on an occurrence form, only, and shall provide that the general aggregate applies per project/location.
- 11.1.2.1.3 Automobile Liability extending to owned, non-owned and hired automobiles used in the performance of the work. The limits of liability shall be not less than \$1,000,000 combined single limit.
- 11.1.2.1.4 Umbrella Liability extending coverage beyond the limits for Commercial General Liability, Automobile Liability and Employers Liability. The limits shall be not less than \$5,000,000 and shall apply separately per project/location. Contractor's Umbrella shall include Owner, the Architect and the Architect's consultants as additional insureds.
- 11.1.2.2 Contractor's insurance shall be regarded as primary insurance to any other applicable insurance maintained by Owner.
- 11.1.2.3 Contractor's inclusion of Owner, as an additional insured in its Commercial General Liability and any Umbrella Liability policies, shall extend to products/completed operations coverages, and for the maximum limits of coverage carried by Contractor.
- 11.1.2.4 Contractors' completed operations coverage shall be maintained for a minimum of at least 2 years after final payment.
- 11.1.2.5 Contractor shall provide a waiver of subrogation in favor of Owner under its

Workers' Compensation and Commercial General Liability policies.

- 11.1.2.6 **Contractor** shall provide Owner with certificates evidencing such insurance as outlined above prior to beginning any Work under this Agreement. Such certificates shall provide for thirty (30) days advance written notice to Owner of cancellation, material change, reduction of coverage or non-renewal. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Contractor shall cause its Subcontractors, and suppliers to procure insurance as deemed adequate by Contractor. Contractor shall obtain policies or certificates of insurance from its Subcontractors and suppliers and deliver them to Owner, if requested to do so.

Add the following new subparagraphs after 11.1.4:

- 11.1.5 When any required insurance, due to the attainment of a normal expiration date or renewal date, shall expire, the Contractor shall supply the Owner with certificates of insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage as was provided by the previous policy. In the event any renewal or replacement policy, for whatever reason obtained or required, is written by carrier other than that with whom the coverage was previously placed, or the subsequent policy differs in any way from the previous policy, the Contractor shall also furnish the Owner with a certified copy of the renewal or replacement policy unless the Owner provides the Contractor with prior written consent to submit only a Certificate of Insurance for any such policy. All renewal and replacement policies shall be in the form and substance satisfactory to the Owner and written by carriers acceptable to the Owner.
- 11.1.6 Any aggregate limit under the Contractor's liability insurance shall, by endorsement, apply to this project separately.
- 11.1.7 The Contractor shall cause each Subcontractor to (i) procure insurance reasonably satisfactory to the Owner and (ii) name the Indemnitees as additional insureds under the Subcontractor's comprehensive general liability policy. The additional insured endorsement included on the Subcontractor's comprehensive general liability policy shall state that coverage is afforded the additional insureds with respect to claims arising out of the operations performed by or on behalf of the Contractor. If the additional insureds have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurer's liability under this insurance policy shall not be reduced by the existence of such other insurance.

PROPERTY INSURANCE

Delete paragraph 11.3.1 and substitute the following:

- 11.3.1 Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall include any coverage for loss of rents & soft costs in the event our project was delayed and be maintained until final payment has been made as provided in Section 11.3 to be covered or until the policy is replaced by another policy which covers the same insurable interest. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

Delete paragraph 11.3.1.2.

Delete paragraph 11.3.1.3 and substitute the following:

- 11.3.1.3 Owner's Builders' Risk deductible shall not be greater than ten thousand dollars (\$10,000.00) for each occurrence. The Contractor shall be responsible for the payment of such deductible in the event the loss or damage is a result of Contractor's or Contractor's Subcontractor's negligence.

Delete paragraph 11.3.1.5 and substitute the following:

- 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance. Notwithstanding anything to the contrary, Owner may take partial occupancy without the consent of the insurance company in which case Owner shall be responsible for any costs or reduction of insurance payments on a paid out claim, if any.

BOILER AND MACHINERY INSURANCE

Change subparagraph 11.3.2 as follows:

Delete "The Owner shall purchase" and substitute "The Contractor shall purchase"

LOSS OF USE INSURANCE

Delete paragraph 11.3.4 and substitute the following:

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

Delete paragraph 11.3.5 and substitute the following:

- 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance, except for claims for the cost of any deductible amounts which deductibles will be paid by the Contractor. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

Delete paragraph 11.3.6 and substitute the following:

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

WAIVERS OF SUBROGATION

Delete paragraph 11.3.8 and substitute the following:

- 11.3.8 A loss insured under the Contractors property insurance shall be adjusted by the Owner as fiduciary and made payable to the Contractor as fiduciary for the insureds, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

ARTICLE 12 **UNCOVERING AND CORRECTION OF WORK**

UNCOVERING OF WORK

Change subparagraph 12.1.2 as follows:

After the final sentence add, "Contractor shall be responsible for all costs associated with uncovering and recovering any Work that requires special inspection where such inspections were not performed."

AFTER SUBSTANTIAL COMPLETION

Change subparagraph 12.2.2.1 as follows:

Delete, "If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct in accordance with Section 2.4."

Change subparagraph 12.2.2.2 as follows:

Delete, "The one-year period" and substitute with "The one year period, or any extended warranty period required by the Contract"

Change subparagraph 12.2.2.3 as follows:

After the last sentence, add "Neither the one-year warranty period nor acceptance of premises by the Owner shall relieve the Contractor of liability as to "latent defects" in workmanship or material discovered after the warranty period to the extent of State law."

ARTICLE 13 **MISCELLANEOUS PROVISIONS**

WRITTEN NOTICE

Delete paragraph 13.3 and substitute the following:

- 13.3 Each notice, request, submission or other communication required or permitted to be delivered hereunder unless otherwise specified in the Contract Documents shall be (a) in writing; (b) transmitted by personal delivery, overnight courier service, United States mail in the manner described below, or electronic means of transmitting written material, with a hard copy deposited in the United States Postal Service; (c) deemed to be delivered on the earlier of (1) the date received or (2) five (5) business days after having been deposited in the United States mail, postage prepaid; and (d) addressed to the parties set forth on the cover page of the Agreement. Notwithstanding anything contained herein, any notice of default or termination shall be sent by overnight courier service or certified United States mail. Notice of change of address shall be given by written notice in the manner detailed in this Section of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

RIGHTS AND REMEDIES

Delete paragraph 13.4.1 and substitute the following:

- 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law. All rights and remedies afforded hereunder are cumulative in nature and may be exercised at any time singularly or collectively.

TESTS AND INSPECTIONS

Change subparagraph 13.5.2 as follows:

After the last sentence, add "Contractor shall notify Owner of the request to perform any additional testing or inspection prior to performing such work."

CODES AND ORDINANCES

Add the following new subparagraph after 13.7:

- 13.8.1 Nothing contained in the specifications or on the drawings shall be construed as authority for violation by the Contractor of any applicable codes or ordinances in effect at the site. Codes and ordinances in effect shall take full and complete precedence over anything herein contained to the contrary. When the specifications or drawings call for work or materials of higher standard than those required by codes or ordinances, the specifications and drawings shall govern.

TRADE SECTIONS

Add the following new subparagraph after 13.8.1:

- 13.9.1 The specifications are generally divided into trade sections for the purpose of ready reference, consistent with the Construction Specifications Institute's format. The division of the Work among his subcontractors is the Contractor's responsibility and the Architect assumes no responsibility to act as arbiter to establish subcontract limits of work.

SAFETY REGULATIONS

Add the following new subparagraph after 13.9.1:

- 13.10.1 All work on this project will be done in accordance with the applicable regulations of the Federal Register, Occupation Safety and Health Administration, Occupation Safety and Health Act and other applicable State and Federal regulations. Compliance with these regulations shall be the responsibility of the General Contractor.

BAILING OR PUMPING

Add the following new subparagraph after 13.10.1:

- 13.11.1 Should water be found in any excavation, whether rain or seepage, it must immediately be pumped or bailed out. Trenches shall be kept free of water at all times.

CONSTRUCTION AND GRADING STAKING

Add the following new subparagraph after 13.11.1:

- 13.12.1 The Contractor shall be responsible and pay for all exterior and building construction staking and layout working from building corners, boundary corners, and elevation reference datum point identified on documents including, but not limited to establishing the location of all gridlines, utilities,

curbs and finish floor elevations. Contractor shall not begin paving operations until Owner and Architect have approved grades. Owner reserves the right to have an independent Registered Civil Engineer, employed by the Owner, verify any or all locations, grades or elevations. The Contractor shall make all corrections as required at no extra cost to the Owner. On completion and as required during the progress of the Work, the Contractor shall engage the services of a registered professional engineer or land surveyor who shall provide and record on as-built drawings the GPS coordinates of all utilities and spare conduits for future work to the extent shown on plans, and certify to the actual location, of all buildings, structures, roads, utilities, site grading and associated Work to be constructed on the site.

FEES FOR TESTS AND SPECIAL INSPECTIONS

Add the following new subparagraph after 13.12.1:

- 13.13.1 All independent testing and special inspection consultants shall be approved by the Contractor and Owner. Costs will be paid for by Contractor. The General Contractor shall be solely responsible for notifying the consultant that work requiring his inspection is in progress and shall maintain records for the benefit of the Owner and require such persons to sign in on arrival and sign out upon leaving. The frequency of testing required will be as indicated in the Specifications section, unless otherwise directed by Owner or Architect. No fill, compaction work, or concrete pours shall take place without notifications of the consultant and his presence on the jobsite (where his presence is required). Any retesting required as a result of deficient initial tests shall be at the expense of the Contractor.

TIME

Add the following new subparagraph after 13.13.1:

- 13.14.1 Time is of the essence hereunder and in each Subcontract Agreement between the General Contractor and Subcontractor, and the above provisions shall be included in all subcontractors contracts.

LIQUIDATED DAMAGES

Add the following new subparagraphs after 13.14.1:

- 13.15.1 The Parties acknowledge that time is of the essence of this Agreement and that Owner will sustain damages as a result of Contractor's failure to achieve Substantial Completion due to Contractor's failure to timely perform any of its contractual obligations by the dates indicated herein, which damages include, but are not limited to, loss of revenue, service charges, interest charges, breaches of rental contracts, extraordinary vacancy expenses, utility charges, labor and employee expenses. Contractor does hereby agree, as a part consideration for the award of this Contract, to pay to the Owner, as liquidated damages and not as a penalty, liquidated damages in the amount of five thousand dollars (\$500) per calendar day beyond the dates set forth in the Agreement. The indicated amount is fixed and agreed on by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual value of the damages, some of which are indefinite and not susceptible of easy validation, which the Owner will sustain by failure of the Contractor to achieve Substantial Completion of the Work by the dates indicated. Said amount of damages is agreed to be a reasonable value which the Owner will sustain. The indicated amount shall be deducted from any monies due or that may become due to the Contractor, including retainage, and, if said monies are insufficient to cover said damages, then the Contractor shall pay the amount of the difference.
- 13.15.2 It is expressly understood and agreed by Owner and Contractor that the time contained in Contractor's Bid Proposal for completion of the project is fair and reasonable.
- 13.15.3 It is expressly understood and agreed by Owner and Contractor that in fixing completion date, the following factors among others have been taken into consideration.
- 13.15.4.1 The urgent need of the Owner to have the project completed by the time specified in order to fulfill its staffing and Tenant commitments.
- 13.15.4.2 The size design and location of the project including the quantity, quality and probable availability of labor and materials required for the construction of the project.
- 13.15.4.3 The average climatic range and customary weather conditions reasonably anticipatable for the time period of this agreement and the usual customs and practice prevailing in the construction industry in the area of the project.
- 13.15.4.4 The total dollar amount of this agreement.
- 13.15.5 Extension of Contract Time will be allowed when delays in the completion of

the project are due to general strikes, acts of God, the public enemy, acts of the Owner, unusual weather, or casualty beyond the control of the Contractor and not due to the fault or negligence of the Contractor or delays of subcontractor's or suppliers occasioned by any of the causes specified herein.

OWNER'S LENDER'S REQUIREMENTS

Add the following new subparagraphs after 13.15.5:

- 13.16.1 Contractor acknowledges that Owner intends to obtain construction financing through an institutional lender and that such lender shall be in a priority position as beneficiary under a Deed of Trust recorded against the property. Neither Contractor nor any of its subcontractors shall commence work or file any preliminary notices of rights to claim a lien until Contractor has been given a Notice to Proceed. Any prior rights or claim that Contractor may have by law due to Contractor's commencement of work or Notice of Award prior to recording of any Deed of Trust shall be assigned and subrogated to that institutional lender. Contractor agrees that Contractor's rights shall be subordinate thereto.
- 13.16.2 In the event Contractor or any of its subcontractors commences work, orders materials, or files any type of preliminary notice of a right to claim a lien prior to receipt of a Notice to Proceed, such entities shall within no more than twenty-four (24) hours of notice thereof, remove such a claim from the public record to ensure lenders first priority position. Contractor shall pay a sum of Two Thousand Dollars (\$2,000) per day for its or any of its subcontractors' failure to remove such claim within the time period indicated.
- 13.16.3 Contractor agrees to include the language in Sections 13.16.1. and 13.16.2 in all of its subcontracts or agreements for purchase of materials with all subcontractors and materials suppliers on this Project.
- 13.16.4 Contractor agrees to execute any assignment of contract requested by Owner's lender provided that such assignment requires lender to assume all obligations of the Owner under the Agreement including obligations for payment of Work performed.

ARTICLE 14 **TERMINATION OR SUSPENSION OF THE CONTRACT**

TERMINATION BY CONTRACTOR

Delete subparagraph 14.1.1.3 and substitute the following:

- 14.1.1.3 Because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents.

Delete subparagraph 14.1.1.4.

Delete paragraph 14.1.3 and substitute the following:

- 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, Contractor may only terminate after giving written notice of the Owner is unable to satisfy or remove the cause for termination within seven (7) days after Contractor's notice of intent to terminate. Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, and costs incurred by reason of termination. Contractor shall perform all tasks described in Section 14.4.2 as a condition precedent to the receipt of payments to which Contractor is entitled.

SUSPENSION BY THE OWNER FOR CONVENIENCE

Add the following new subparagraphs after 14.3.2:

- 14.3.3 In the event of a suspension in the Work there shall be no adjustments to the cost thereof except to the extent that Contractor or Subcontractor can demonstrate that his costs have increased as a result of increases in the cost of materials from materials suppliers or actual increases of wage rates paid to laborers at the Project. Additional overhead may only be charged for Contractor's actual General Conditions variable costs, but in no case for more than thirty (30) days. No remobilization costs may be charged nor additional overhead costs by subcontractors. Contractor profit may only be added to approved additional costs.

TERMINATION BY THE OWNER FOR CONVENIENCE

Add the following new subparagraphs after 14.4.2.3:

- 14.4.2.4 obtain materials from Subcontractors and suppliers for which payment has been made and deliver them to the jobsite or such other location as designed by Owner. Also, move stockpiled materials at the site to locations within the building or other locations designated by Owner; and
- 14.4.2.5 where orders have been placed, determine to what extent and at what cost

the orders may be canceled. Provide such information to Owner so Owner can decide whether to cancel or accept delivery and make payment. Deliver all such materials to the jobsite or to other location designed by Owner.

Delete paragraph 14.4.3 and substitute the following:

14.4.3 In case of such termination for the Owner’s convenience, the Contractor shall be entitled to receive payment for Work executed, , and reasonable demobilization costs directly related to such termination including direct and verifiable costs associated with the termination as described in detail in invoices and descriptions provided by Contractor and approved by Owner, but in no event shall Contractor be paid anticipated profit or overhead for Work not yet performed.

ARTICLE 15
CLAIMS AND DISPUTES

CLAIMS FOR ADDITIONAL TIME

Delete paragraph 15.1.5.2 and substitute the following:

15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. The following listing defines monthly anticipated adverse weather for the Contract period. Contractor’s schedule must reflect these anticipated adverse weather delays in all weather-dependent activities.

Monthly Anticipated Adverse Weather Calendar Days

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	
		NOV	DEC							
(08)	(05)	(03)	(04)	(06)	(04)	(05)	(05)	(03)	(02)	(03)
		(06)								

The schedule above will constitute the base line for monthly, or a portion thereof, weather time evaluations. Upon acknowledgement of the Notice to Proceed and continuing throughout the Contract, on a monthly basis, actual adverse weather days will be recorded on a calendar day basis including weekends. The term “actual adverse weather days” shall include days materially impacted by adverse weather. The number of actual adverse weather days shall be calculated chronologically from the first weather-dependent activity and agreed by both the Owner and Contractor. Once the

number of actual adverse weather days anticipated in the schedule above has been exceeded, Owner will examine all actual adverse weather days to determine whether Contractor is entitled to a time extension. These actual adverse weather days must prevent 50% or more of Contractor's work day, delay Work critical to timely completion of the Project, and be documented in Contractor quality control reports. Owner will convert any delays meeting these requirements to calendar days and reserve the right to use contingency specifically identified in the contract bid form for recovery of the schedule for weather delays submitted by the Contractor.

Add the following new subparagraphs after 15.1.5.2:

15.1.5.3 The Contractor shall take due note of the fact that his failure to place orders for specified equipment or material sufficiently in advance of his scheduled date of installation or submit shop drawings in a timely manner will not be considered by the Architect or Owner as valid reasons on which the Contractor may base his request for an extension of contract time, for any substitutes, or for any deviations from the drawings and/or specifications.

15.1.5.4 No additional time will be allowed as a result of adverse weather unless it can be demonstrated that the period of time where extraordinary conditions existed above the norm customarily occurring for the full period of time during which work was being performed.

CLAIMS FOR CONSEQUENTIAL DAMAGES

Add the following new subparagraphs after 15.1.5.4:

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

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

INITIAL DECISION

Change subparagraph 15.2.3 as follows:

After the last sentence, add "In the event Owner fails to authorize retention of such persons, the Initial Decision Maker shall render a decision based on his experience and belief, or advise the Parties he is unable to resolve the claim because he lacks sufficient information to evaluate the merits."

Delete paragraph 15.2.5 and substitute the following:

- 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be binding on the Parties but if objections remain and the Parties are unwilling to accept the decision and otherwise unable to resolve the dispute, the claim shall be subject to the other remedies available herein.

Delete paragraph 15.2.6 and substitute the following:

- 15.2.6 Except as mutually determined otherwise by the Owner and Contractor, all claims, disputes and other matters in question between the Contractor and the Owner arising out of or relating to the Contract Documents or breach thereof, that cannot be mutually resolved between the Contractor and/or any of its Subcontractors and/or the Owner by a decision of the Architect, or mediation and ,except for claims which have been waived by the making or acceptance of final payment, shall be decided by the courts of law unless the Parties mutually agree to arbitration. Any demand for mediation must be made in writing within thirty (30) days after the date on which the Party making the demand receives the written opinion of the Architect. Failure to demand mediation within said thirty (30) days shall result in the Architect's decision becoming final and binding upon the Owner and Contractor.

Add the following new paragraph after 15.2.8:

- 15.2.9 Pending final resolution of any claims including legal proceedings, the Contractor shall carry on the Work and maintain its progress, and the Owner shall continue to make payments to the Contractor in accordance with the Contract Documents except for items specifically in dispute.

Change subparagraph 15.3.3 as follows:

After the last sentence, add "In the event the Parties are unable to agree on the decision reached by mediation, a request for arbitration may be made within twenty-one (21) days thereafter. If the Parties do not mutually agree to arbitration within ten (10) days after a written request, then the dispute shall be decided by legal action and the courts of law."

ARBITRATION

Delete paragraph 15.4.1 and substitute the following:

- 15.4.1 If the parties agree to arbitration as a method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation may be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A request for arbitration shall be made in writing, delivered to the other party to the Contract, and if consented to, filed with the person or entity administering the arbitration. The party requesting arbitration must assert in the request all Claims then known to that party on which arbitration is permitted. Unless the party to which the request is made consents within fifteen (15) days thereafter, the request shall be deemed denied.

Change subparagraph 15.4.1.1 as follows:

Delete each instance of "demand" and substitute "request".

CONSOLIDATION OR JOINDER

Delete paragraph 15.4.4.3

LEGAL FEES

Add the following new paragraph after 15.4.4.2:

- 15.4.5 In the event of any litigation or proceeding between the parties hereto growing out of the Contract Documents, the prevailing party shall be reimbursed for all reasonable cost, including but not limited to, attorney's fees.

END OF SECTION 00 73 00

SECTION 23 57 00 – HEAT EXCHANGERS FOR HVAC

1. GENERAL

1.1 SECTION INCLUDES

- A. Gasketed plate and frame heat exchangers, accessories, and trim.

1.2 REFERENCE SECTION 23 05 00 FOR THE FOLLOWING:

- A. Quality assurance.
- B. References.
- C. Submittals.
- D. Operation and maintenance manuals.
- E. Project record documents.
- F. Delivery, storage, and handling.

1.3 REGULATORY REQUIREMENTS

- A. ASME Section II – Material Specification
- B. ASME Section V – Non-Destructive Testing
- C. ASME Section IX – Welding and Brazing qualifications
- D. ASME Section VIII – Pressure Vessel Code
- E. AHRI 400 - Plate heat exchangers shall be designed in accordance to AHRI Standard 400, though outside the scope of the program due to flow rates. Plate heat exchange shall have the **minimum surface area** as noted on the schedule.

1.4 WARRANTY

- A. The warranty period shall be 3 years from date of shipment for all plate heat exchangers.

2. PRODUCTS

2.1 GASKETED PLATE AND FRAME HEAT EXCHANGERS

- A. Frame Components:

- 1. Preference will be given to single pass designs with all connections on the fixed cover.

2. The fixed and movable covers shall be of sufficient thickness for the design pressure and code requirements and shall have no welded reinforcements or stiffeners.
 3. The movable cover shall be provided with a steel roller bearing for units greater than 50" in height (from bottom of feet). This allows the movable cover to be moved without additional rigging or handling equipment.
 4. The carrying and guide bars shall be designed to allow for expansion of at least 15%.
 5. The carrying and guide bars guiding system shall be precision manufactured of stainless steel to prohibit corrosion and facilitate movement of the plates. Painted or plated surfaces are not permitted.
 6. Entire frame shall be bolted together to allow unit to be field assembled to permit rigging into place. Welding of the frame components is not permitted.
 7. Plate and carrying bar design shall permit the removal or access to any plate in the plate pack without the need to remove any other plates.
 8. Provide lifting lugs designed to allow lifting of the entire units flooded weight.
 9. All steel surfaces shall be thoroughly cleaned and prepared for painting per SSPC-SP1063T, painting over mill scale is not acceptable. All steel components shall be Aliphatic Acrylic Polyurethane coated.
- B. Connections: To avoid leakage on port area, studded port design should be provided on heat exchangers with connections greater than 2". Flanged nozzle connections are not acceptable.
- C. Compression Bolts:
1. Compression bolts shall not require special tools and shall be equipped with lock washers at the movable cover to facilitate opening and closing of the unit from the fixed cover.
 - 2.
 3. Compression bolts shall be equipped with captive nuts at the fixed cover and threaded nuts at the movable cover. Welding of the nut to the closure bolt is prohibited.
 - 4.
 5. Bolts shall be provided with rolled threads to reduce galling and double width hex nuts to adequately distribute the load, plus ball bearing box washers at all critical closing bolts on all units greater than 50" in height.
 - 6.
 7. Bolts shall be liberally coated with LUBRIPLATE FML-2 for lubrication and rust prevention, and covered with a plastic protective sleeving for protection from the environment and to prevent bodily injury. Zinc plating is prohibited.
 - 8.
 9. The bolting system shall be designed so that only (4) compression bolts are required opening and closing of the unit.
- D. Plates:
1. The plate and frame heat exchanger shall consist of pressed type ALLOY 316 to provide the required heat transfer area to meet the operating conditions specified.
 - 2.
 3. Individual plates shall be pressed from a homogeneous single metal sheet in one step. No multi-stage pressing of one sheet is allowed.
 - 4.
 5. Each heat transfer plate to be with herringbone corrugations to optimize heat transfer with nominal pressure losses. Corrugations to be designed to provide support to adjacent plates at evenly distributed support points to allow pressurization of each circuit to a full differential of 1.3 times the design pressure for one hour without buckling or deformation of the heat transfer plates.

6. All plates and gaskets shall be permanently marked to identify quality and material.
7. Each heat transfer plate shall have a built-in self-aligning system to accurately locate the plates in the frame assembly and prevent lateral plate movement and maintain maximum gasket contact under pressure.
8. Plates shall be reinforced on the upper and lower mounting slots to avoid bending hangers on the plates.
9. The plate and frame heat exchanger shall be designed to perform the capacities and pressure drops as shown on the schedule. Plates to be ALLOY 316 with 2B finish and tapered gasket grooves.
10. The plate pack shall be covered with a aluminum shroud in accordance with OSHA.

E. Gaskets:

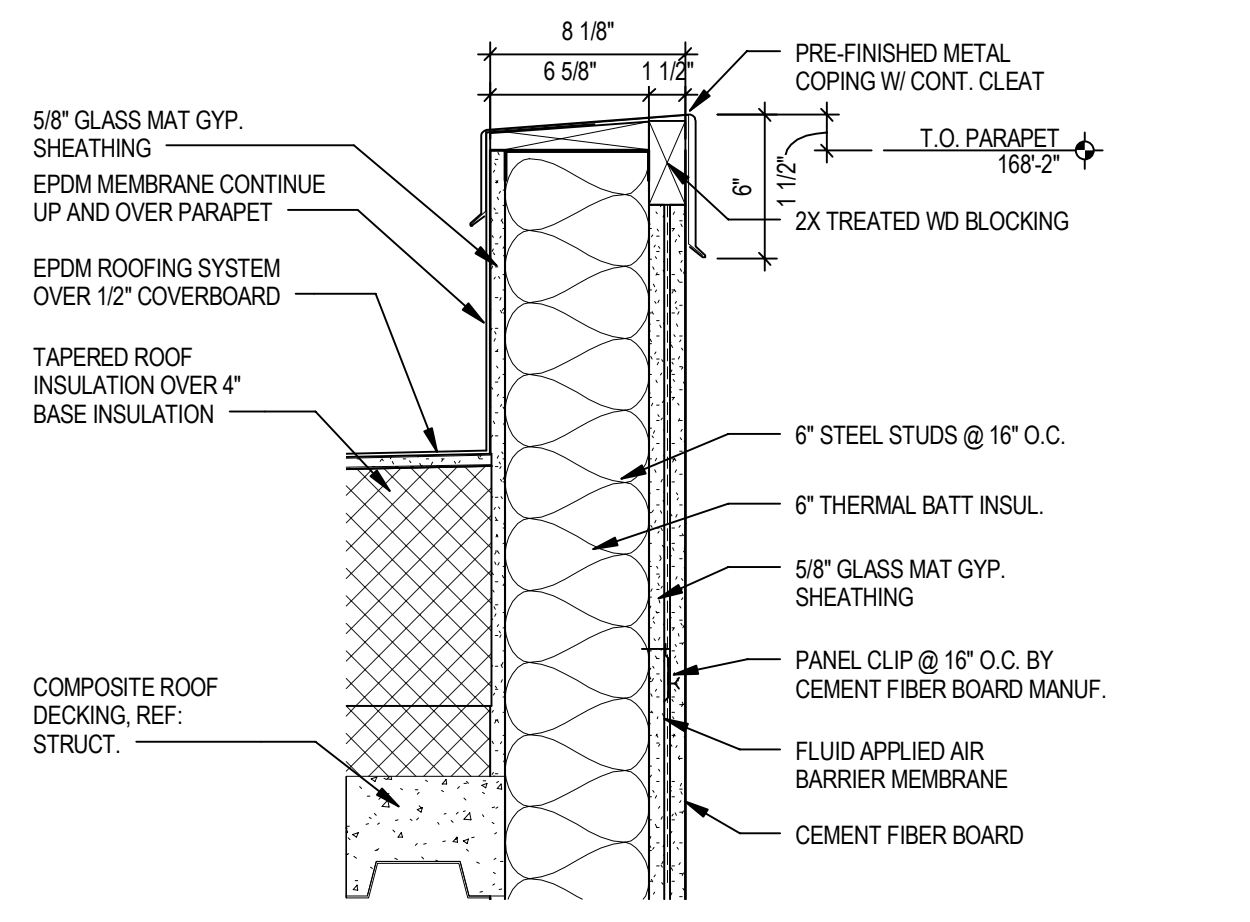
1. Gaskets shall have relieving grooves to prevent intermixing of fluids and cause leak to flow to outside of unit.
2. One piece molded CLIP-AD NBRB gaskets are required and shall fit around both the heat transfer area and the port holes.
3. Preference shall be given to non-glued gasketing systems.
4. If an adhesive is necessary, it shall be compatible with the gasket material and the fluids. The adhesive shall be a 2 component epoxy glue and heat cured.

3. EXECUTION

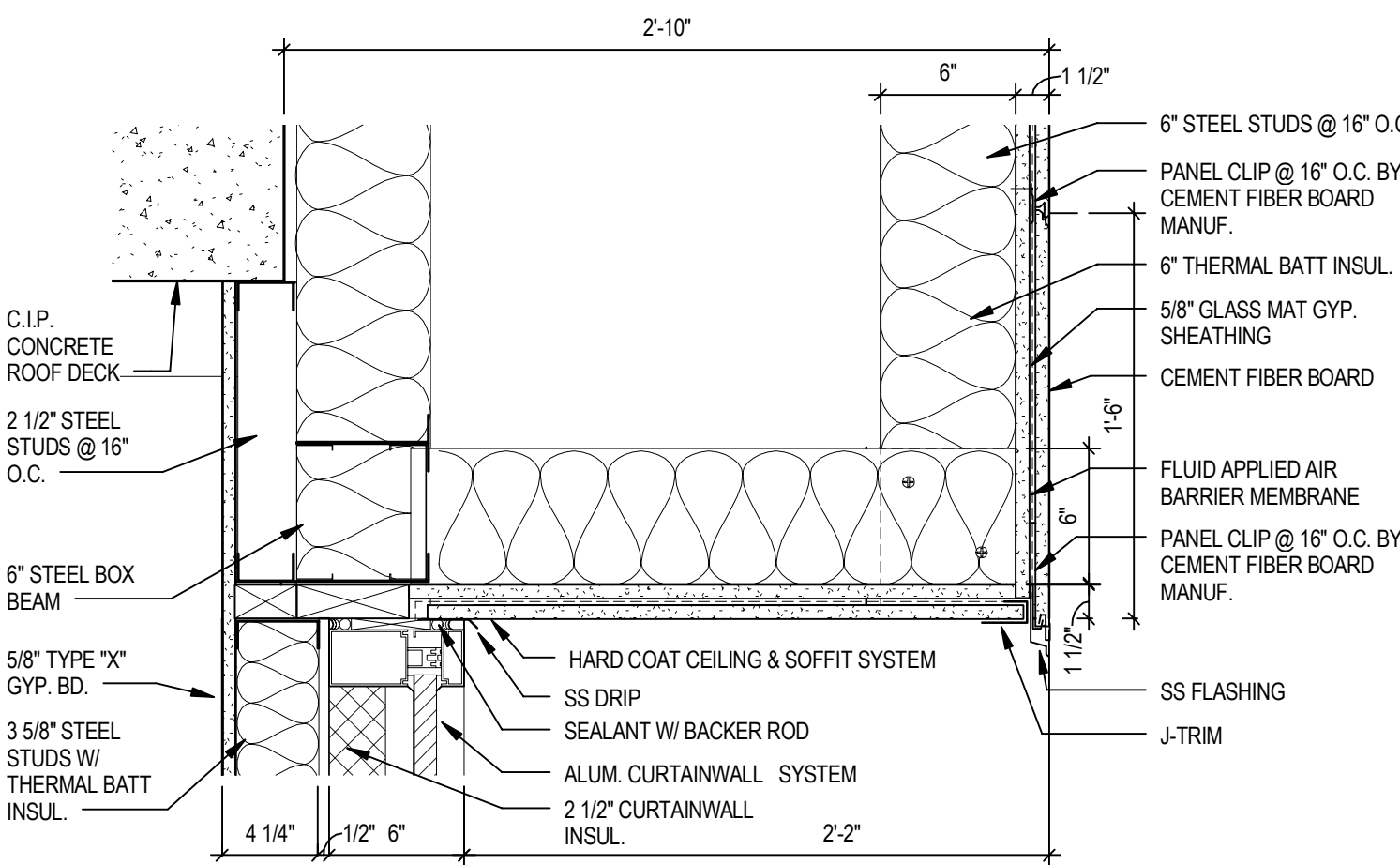
3.1 INSTALLATION

- A. Install Work in accordance with manufacturer's recommendations.
- B. Gasketed plate and frame heat exchanger installation:
1. Install with clearance to permit removal of plates with minimum disturbance to installed equipment and piping.
 2. Install gasketed plate and frame heat exchanger on supports anchored to structure.
 3. Provide heat exchanger with trim as shown and scheduled on the drawings.
- C. After completing system installation, including outlet fitting and devices, inspect exposed finish. Remove burrs, dirt, and construction debris and repair damaged finishes.

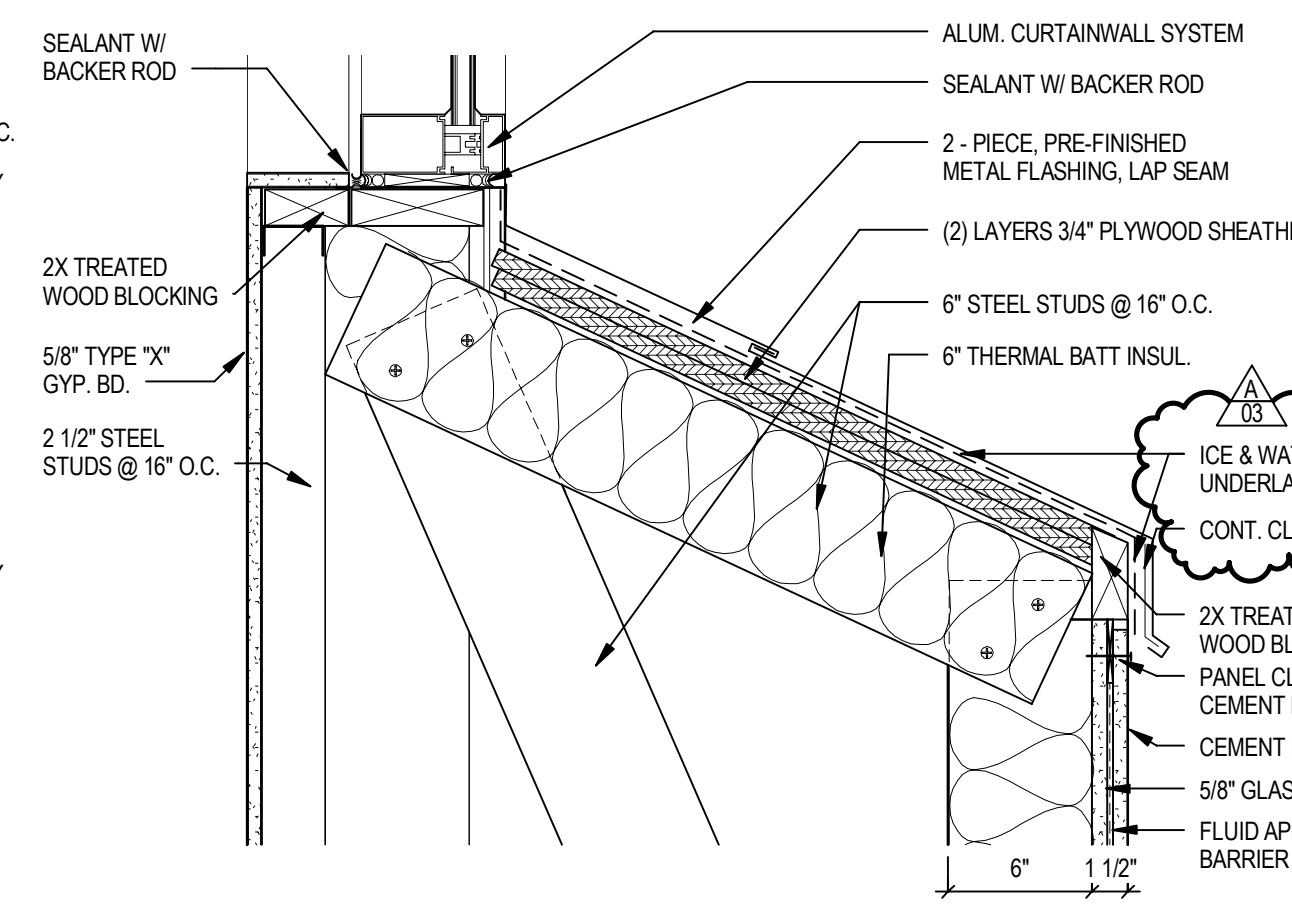
END OF SECTION 23 57 00



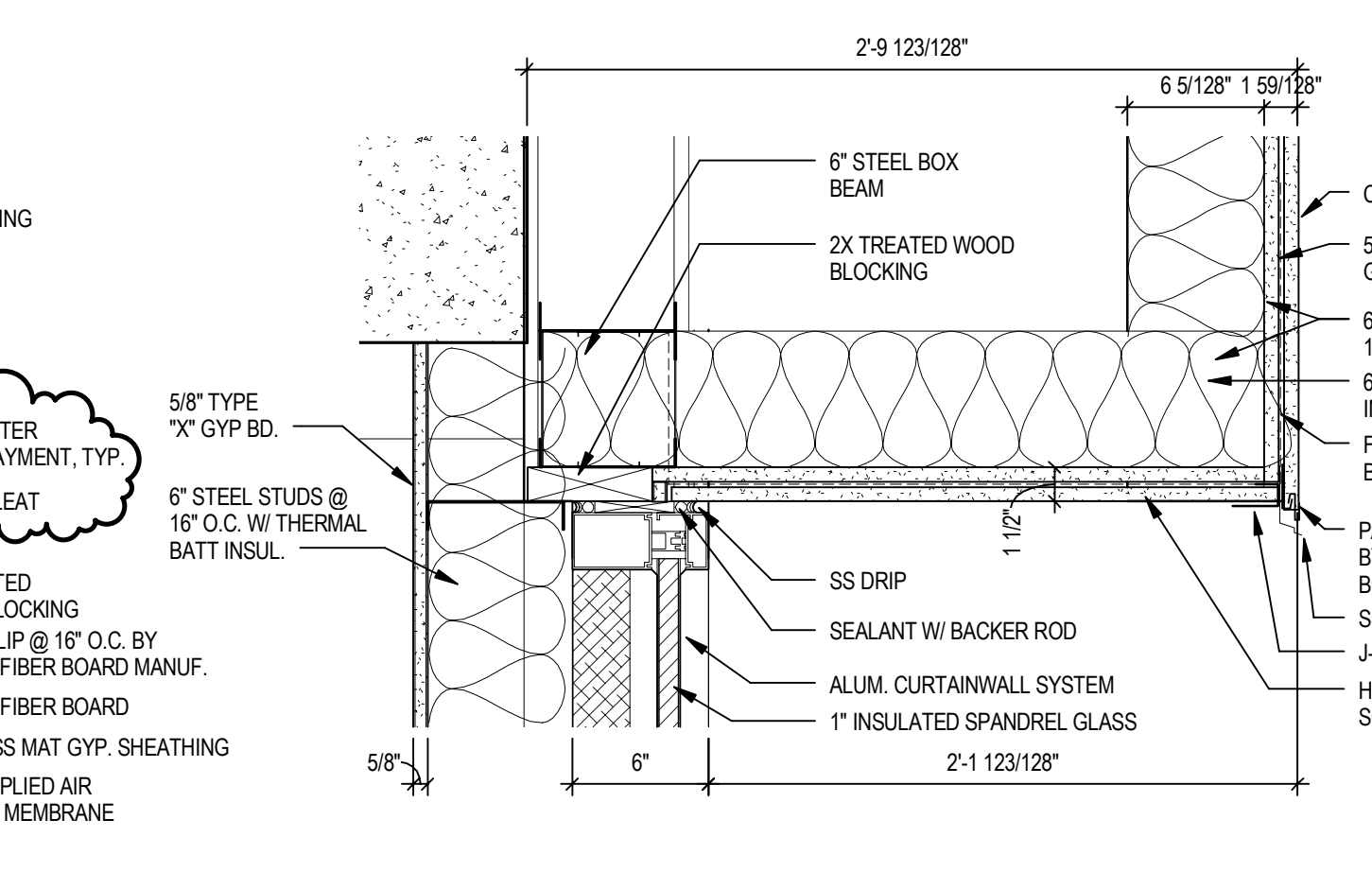
1 PARAPET DETAIL @ EAST CURTAINWALL
 SCALE: 1/12" = 1'-0"



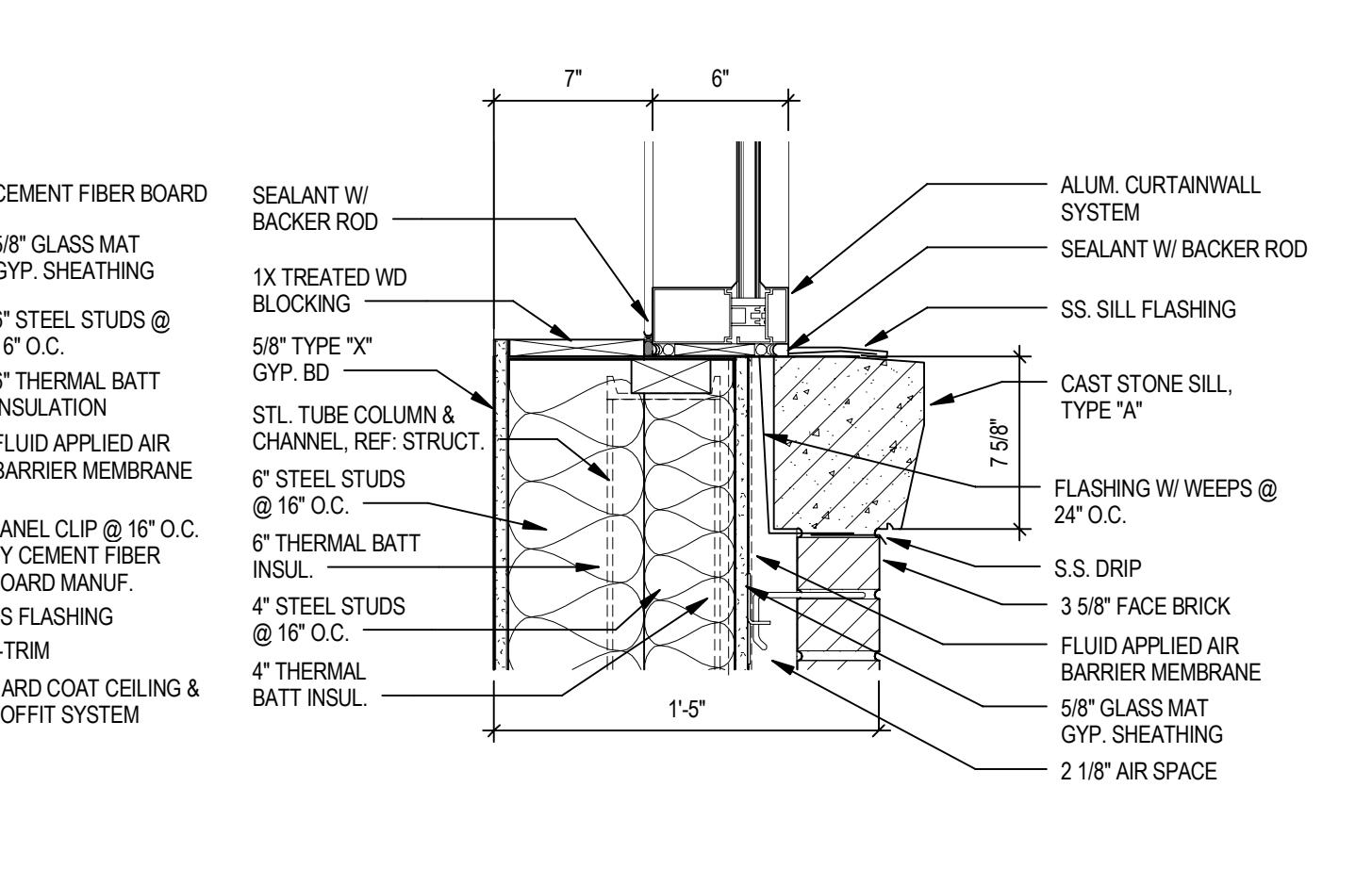
2 SOFFIT DETAIL @ EAST CURTAINWALL
 SCALE: 1/12" = 1'-0"



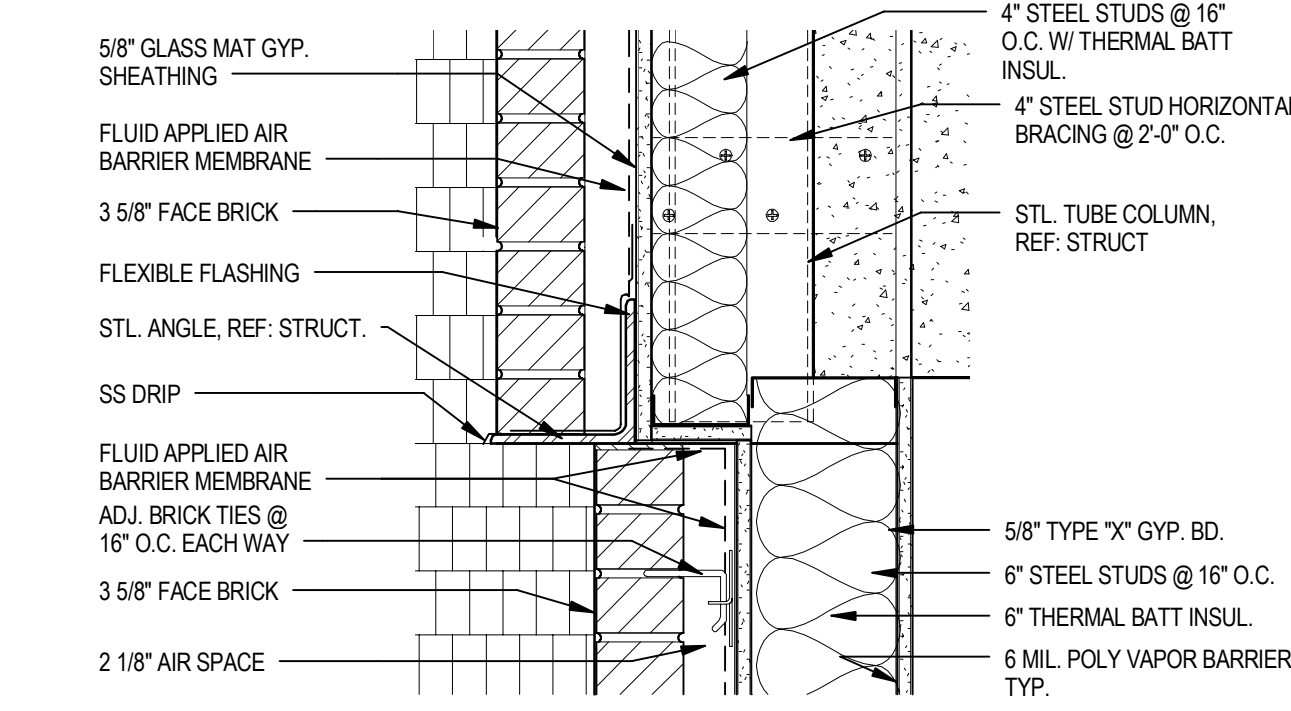
3 SILL DETAIL @ EAST CURTAINWALL
 SCALE: 1/12" = 1'-0"



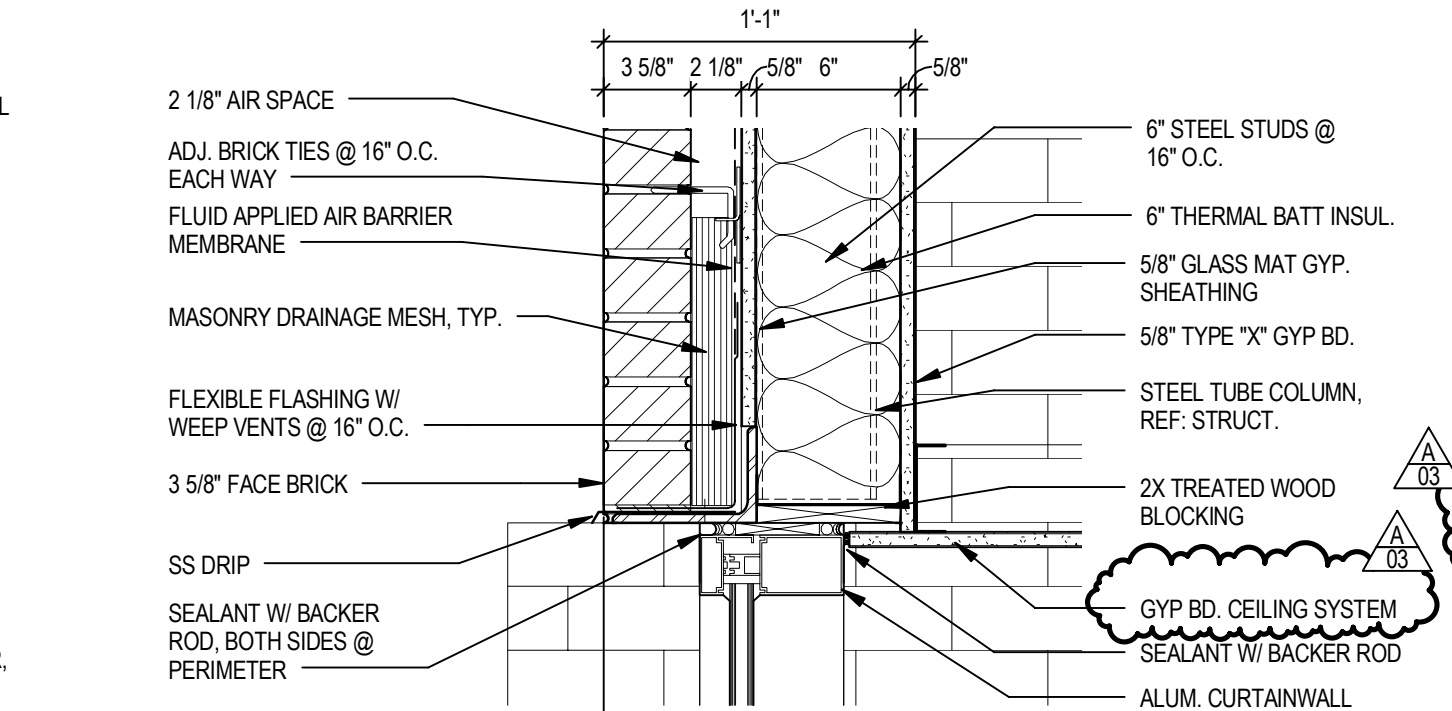
4 SOFFIT DETAIL @ EAST CURTAINWALL
 SCALE: 1/12" = 1'-0"



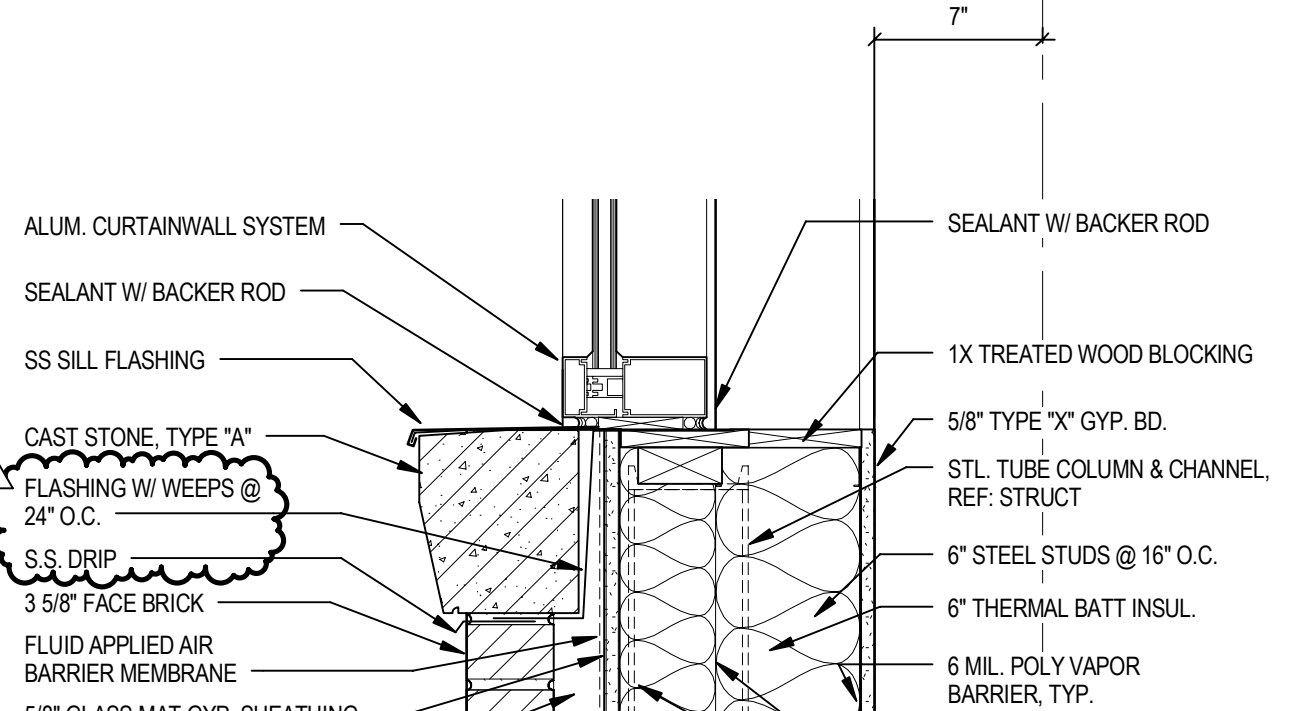
5 CAST STONE SILL @ EAST CURTAINWALL
 SCALE: 1/12" = 1'-0"



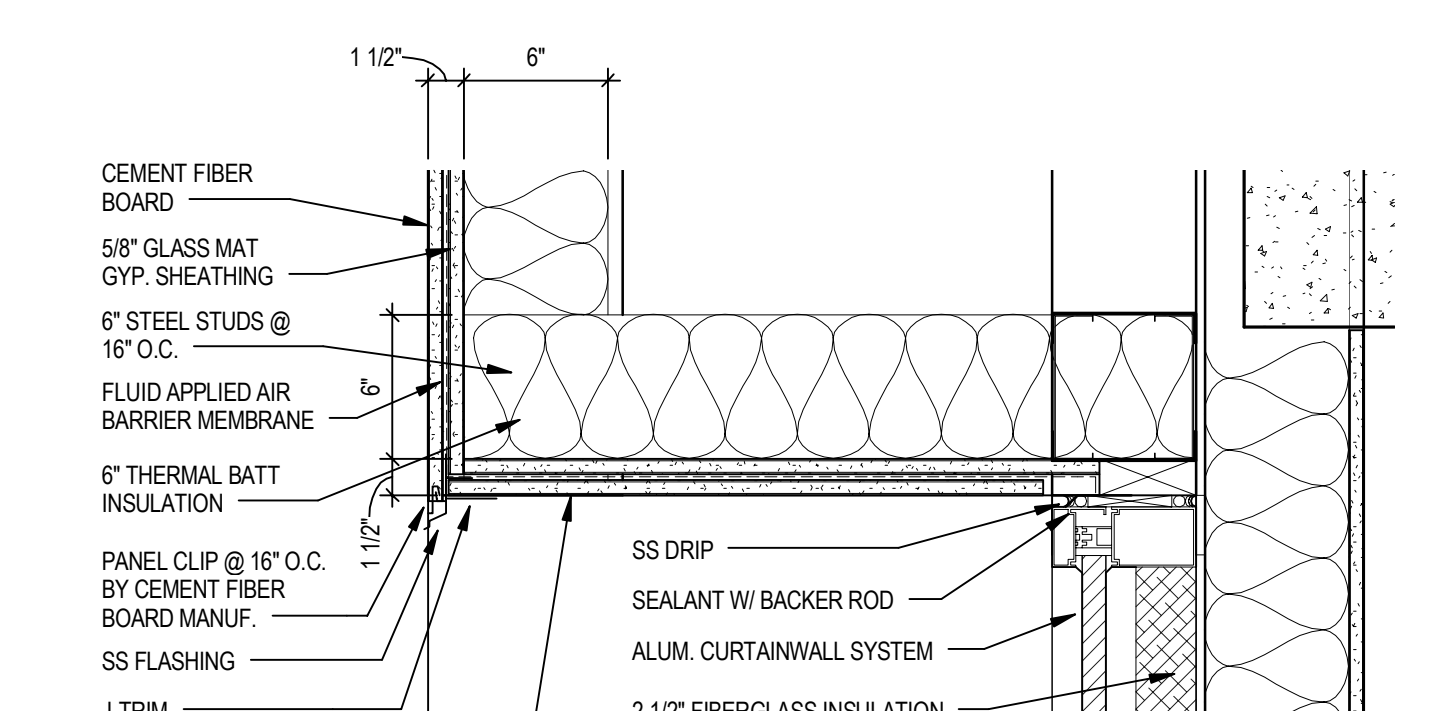
6 SECTION DETAIL @ NORTHEAST WALL
 SCALE: 1/12" = 1'-0"



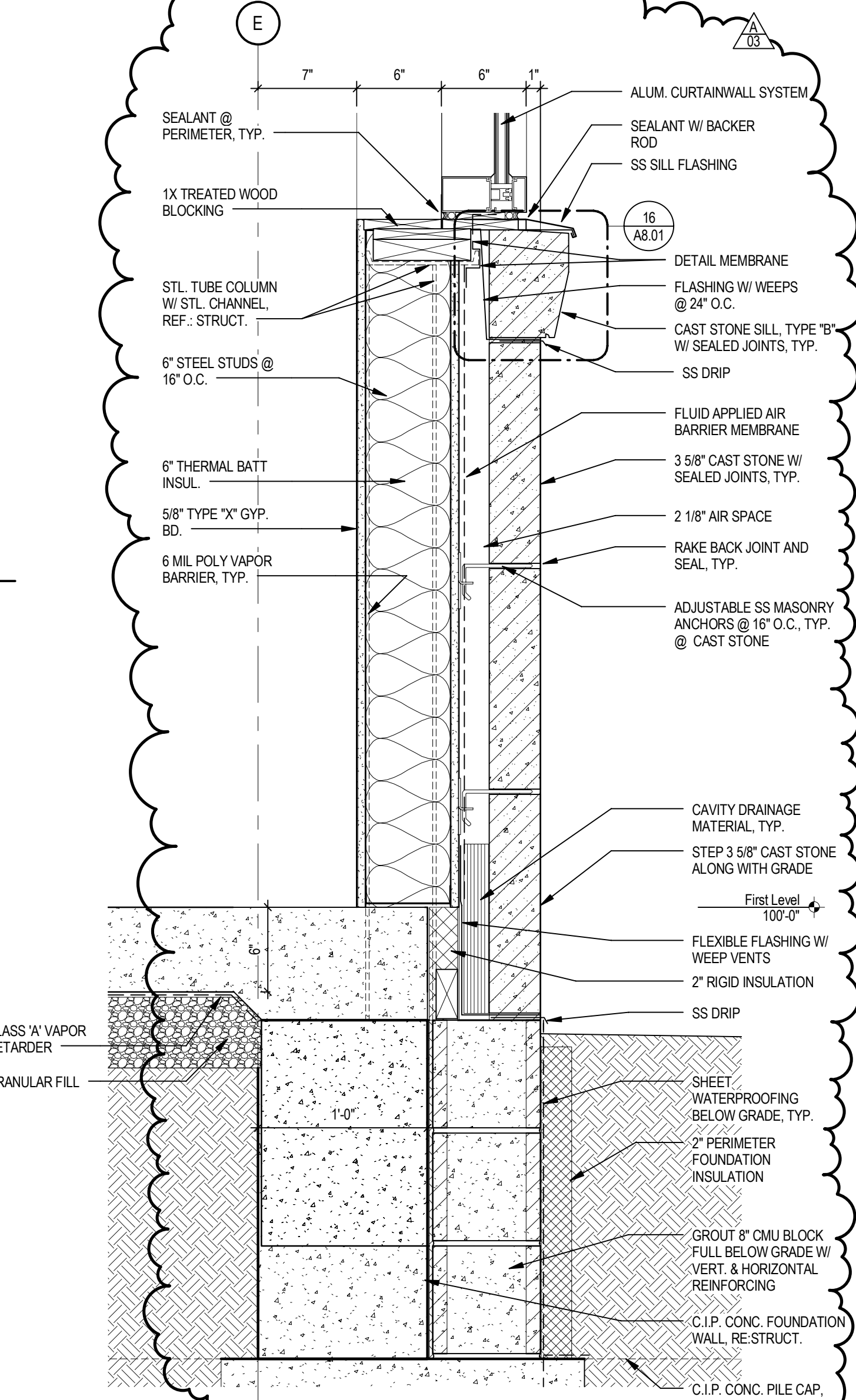
7 SECTION DETAIL @ LOBBY ENTRY
 SCALE: 1/12" = 1'-0"



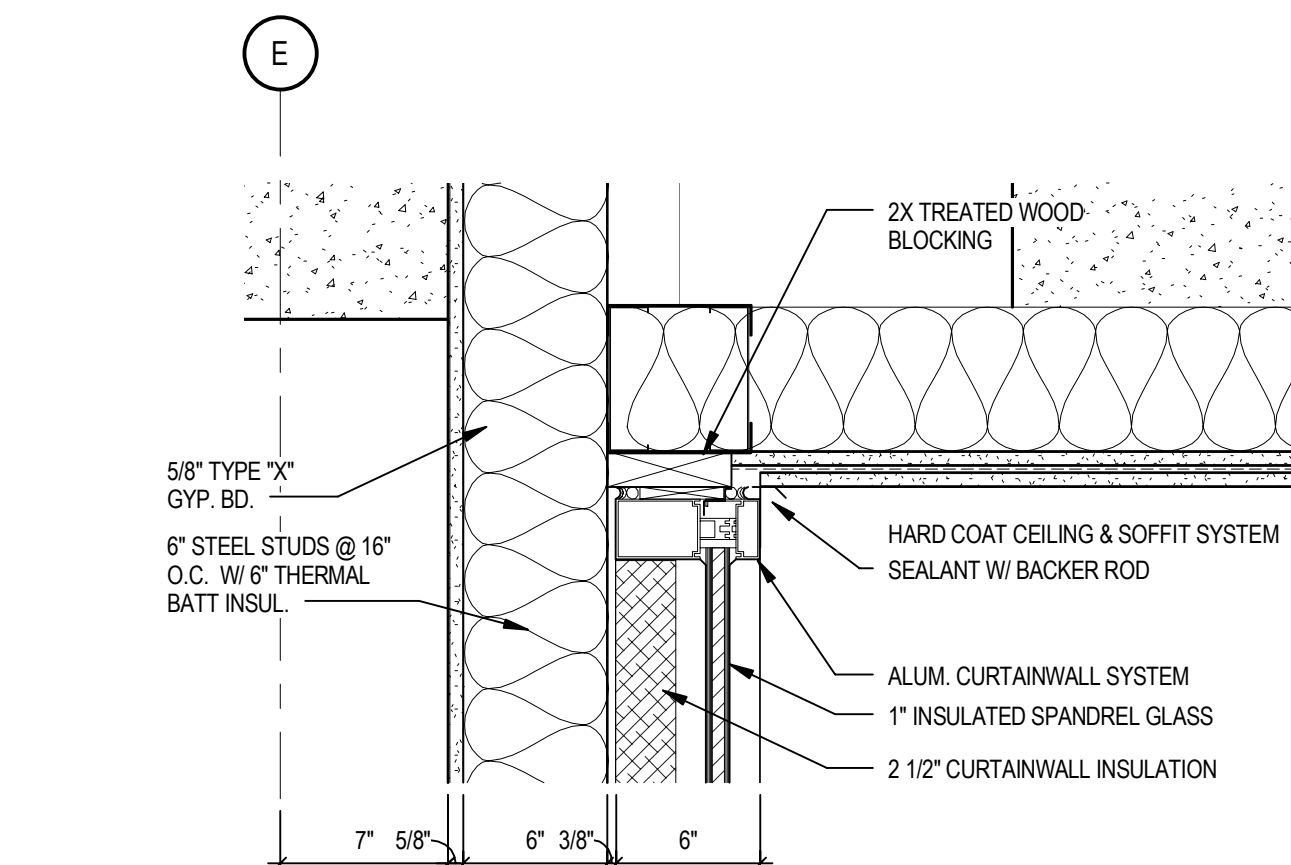
8 SECTION DETAIL @ WEST WALL
 SCALE: 1/12" = 1'-0"



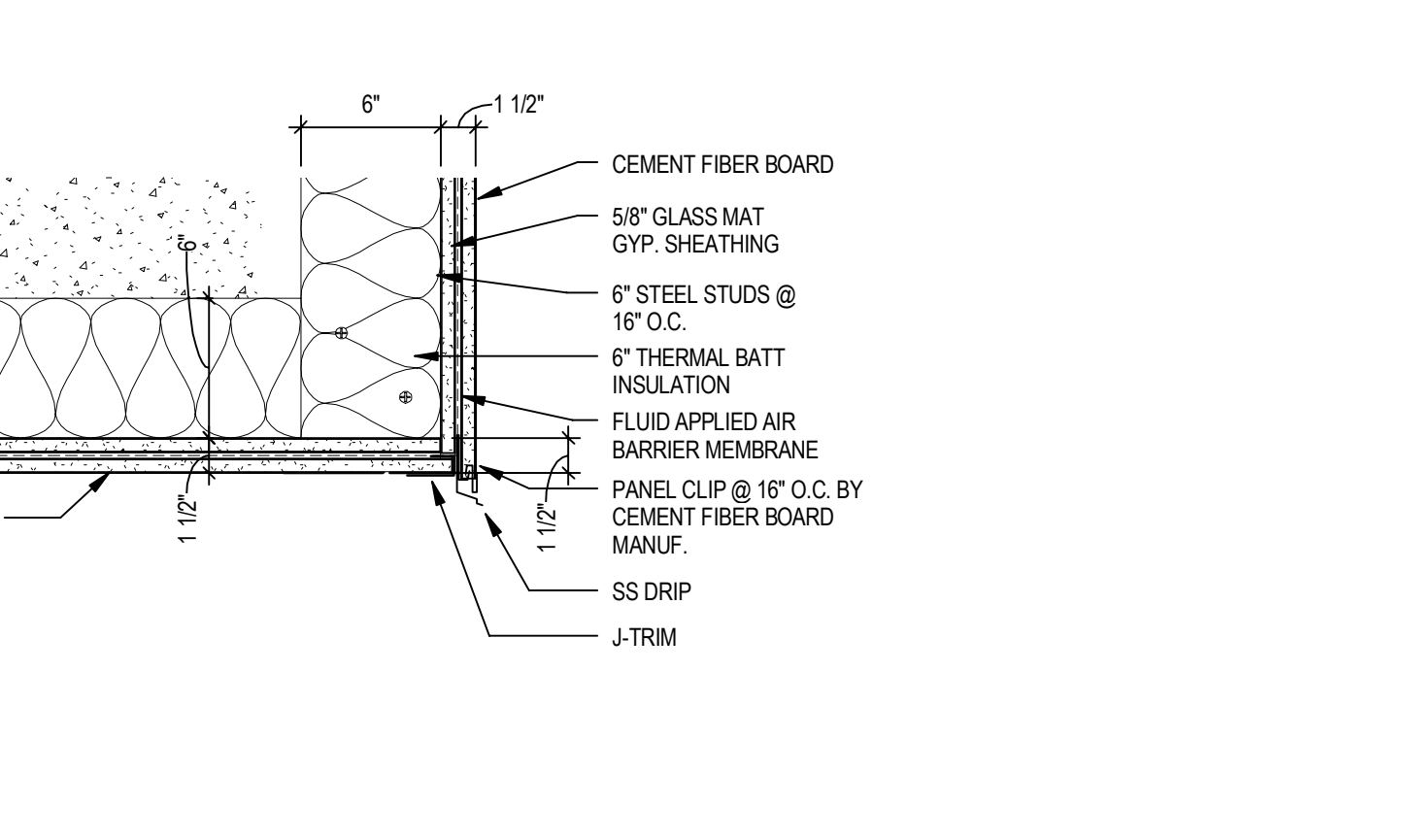
9 SECTION DETAIL @ WEST WALL
 SCALE: 1/12" = 1'-0"



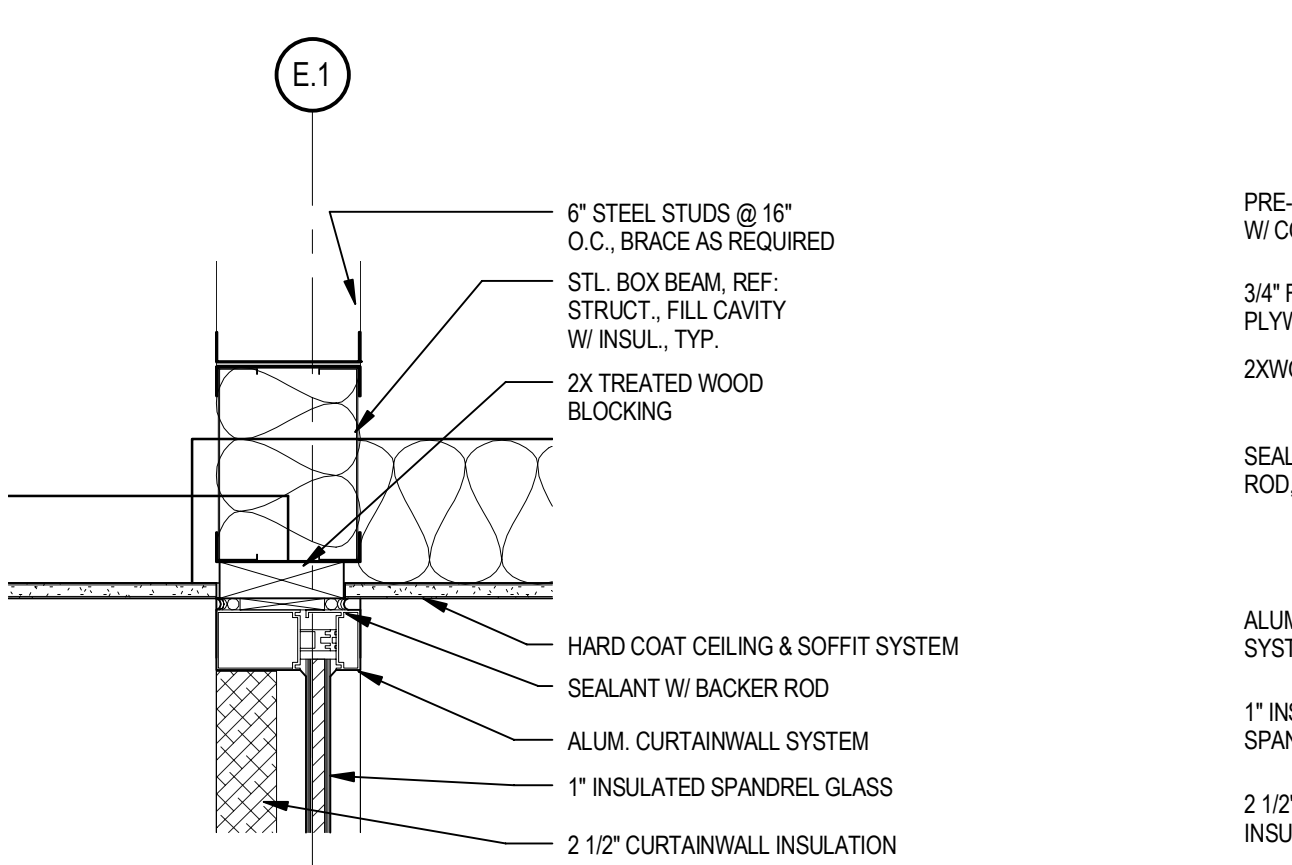
13 FOUNDATION DETAIL @ EAST SIDE
 SCALE: 1/12" = 1'-0"



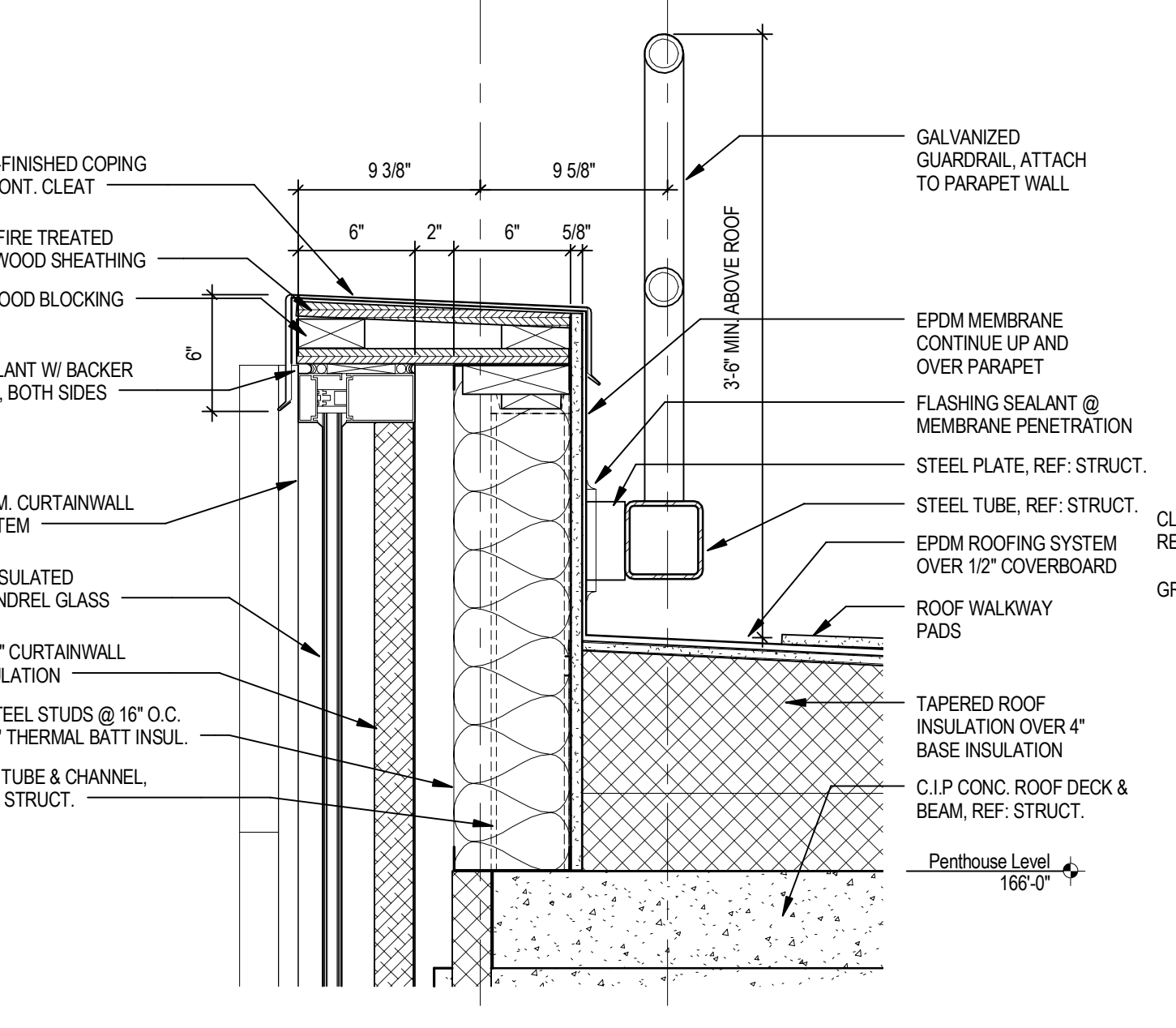
10 SOFFIT DETAIL @ EAST ENTRY
 SCALE: 1/12" = 1'-0"



11 SECTION DETAIL @ EAST ENTRY
 SCALE: 1/12" = 1'-0"

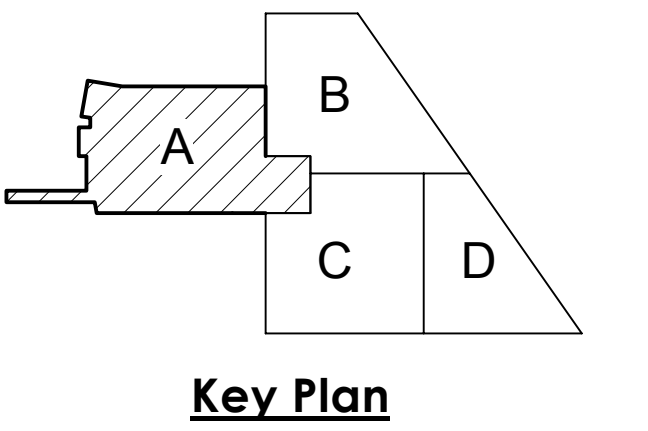


11 SECTION DETAIL @ EAST ENTRY
 SCALE: 1/12" = 1'-0"

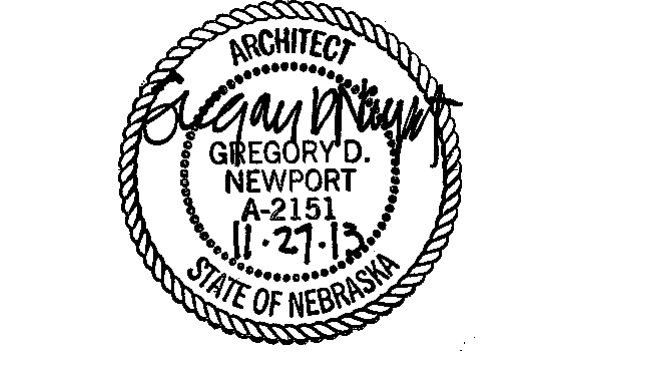


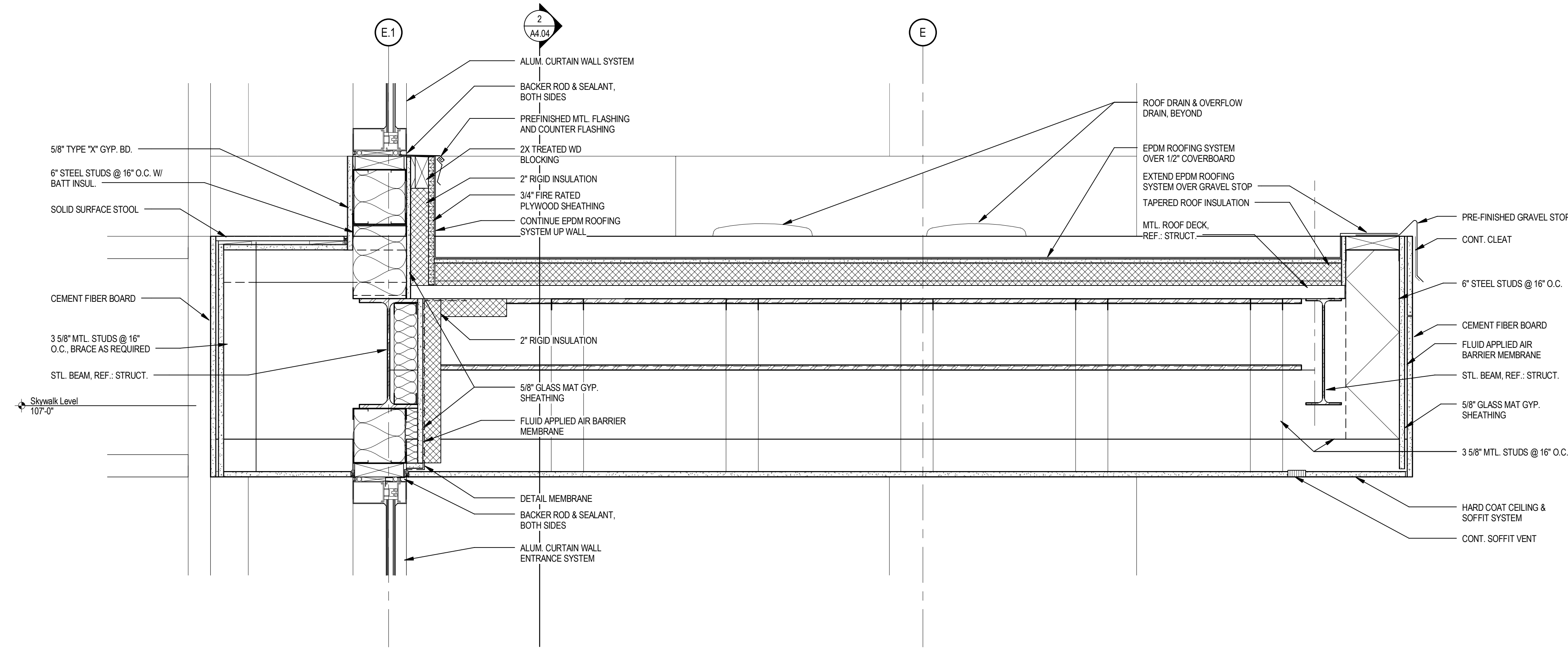
12 GUARDRAIL DETAIL @ CURTAINWALL
 SCALE: 1/12" = 1'-0"

SHEET HISTORY:
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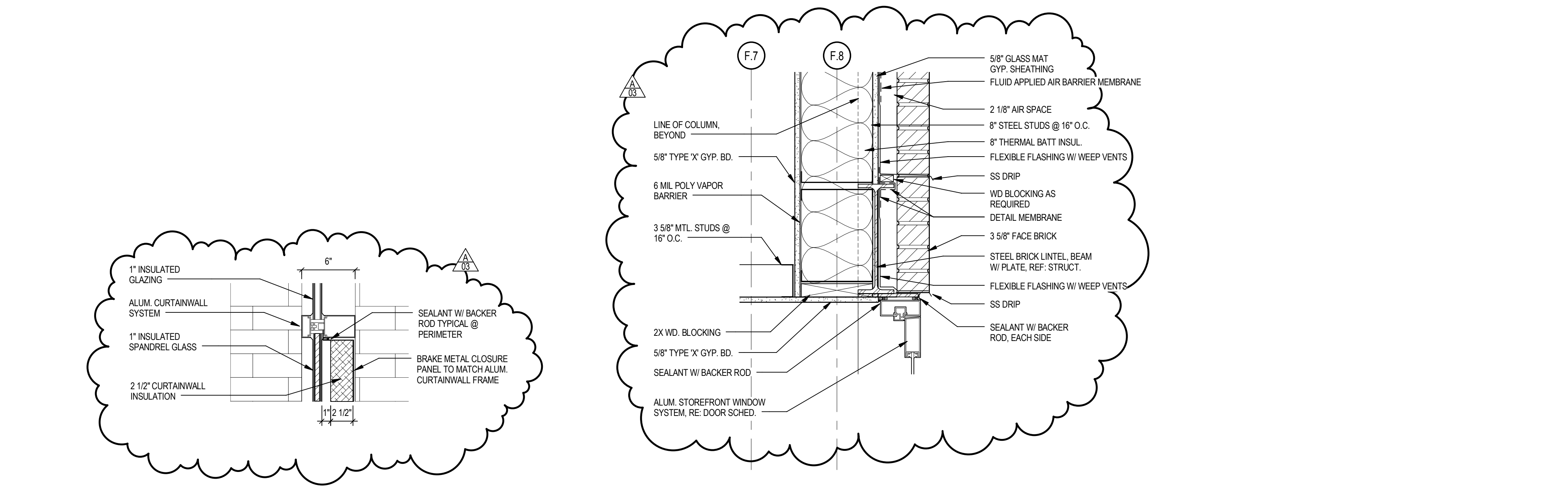


Life Science Collaboration
 1910 N Antelope Valley
 Parkway
 Lincoln, Nebraska
 TCEP No.: 716-002-12
 Davis Design No.: 12-0077
 BVH No.: L12018.unl
 November 27, 2013





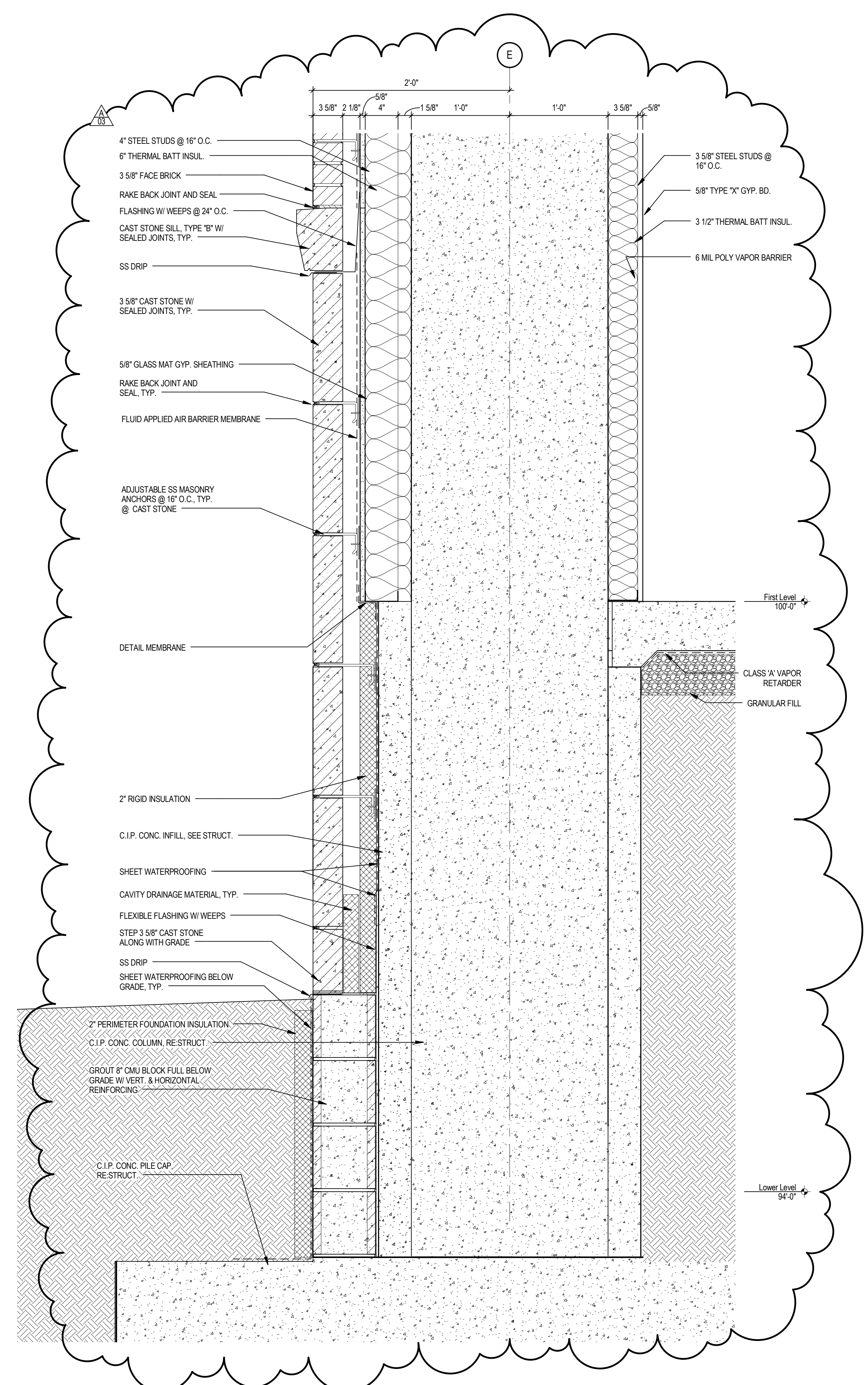
1 CANOPY DETAIL @ EAST ENTRY
 SCALE: 1/12" = 1'-0"



2 TYPICAL DETAIL @ EXPOSED SPANDEL
 SCALE: 1/12" = 1'-0"

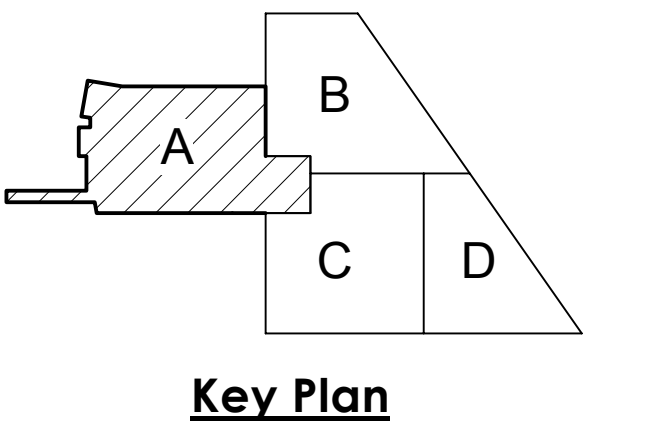


3 HEAD DETAIL @ STOREFRONT
 SCALE: 1/12" = 1'-0" ST-01



6 FOUNDATION DETAIL @ EAST COLUMN
 SCALE: 1/12" = 1'-0"

SHEET HISTORY:
 ISSUED 11/27/2013 AS PER CONSTRUCTION DOCUMENTS
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