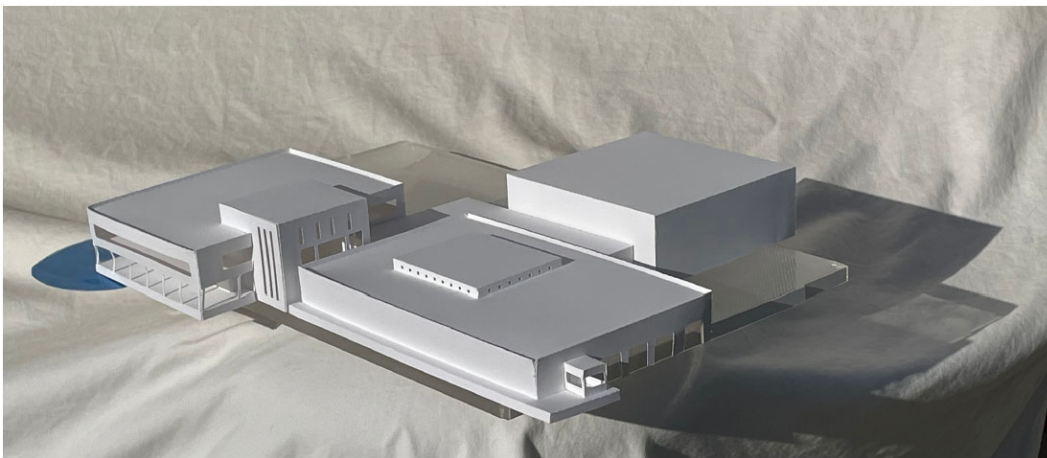


# PROPOSED NEW CASH AND DATA CENTRE

for



at

**Frank Watson Highway, New Providence,  
The Bahamas**

## **PROJECT CONTRACT (BID) MANUAL**

Instructions To Bidders, Contract Forms and  
Conditions of Contract and Division 0 Specifications

November 2022

Prepared by

## PROJECT MANUAL – TABLE OF CONTENTS

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SECTION ONE	INSTRUCTION TO BIDDERS
	<ul style="list-style-type: none"><li>- Instructions to Bidders</li><li>- Bid Form</li><li>- Sub-Contractor Listing</li><li>- Declaration of Non-Collusion</li></ul>
SECTION TWO	CONTRACT FORMS & CONDITIONS OF THE CONTRACT
	<ul style="list-style-type: none"><li>- List of Contract Documents</li><li>- Standard Form of Agreement Between Owner &amp; Contractor</li></ul>
SECTION THREE	- PRICING SCHEDULES
SECTION FOUR	- DIVISION 0 CONTRACTING REQUIREMENTS SPECIFICATIONS

**SECTION ONE**

**INSTRUCTIONS TO BIDDERS**

# DRAFT AIA® Document A701™ - 2018

## Instructions to Bidders

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

New Cash and Data Centre for  
The Central Bank of The Bahamas  
Site of the Former Royal Victoria Gardens,  
Nassau, New Providence,  
The Bahamas

**THE OWNER:**  
(Name, legal status, address, and other information)

Central Bank of The Bahamas  
P.O. Box N-4868  
Frederick & Market Streets  
Nassau, The Bahamas

**THE ARCHITECT:**  
(Name, legal status, address, and other information)

Alexiou & Associates (Architects) Ltd.  
P. O. Box N-672  
Manx Centre, 45 West Bay Street  
Nassau, Bahamas

### TABLE OF ARTICLES

- 1 **DEFINITIONS**
- 2 **BIDDER'S REPRESENTATIONS**
- 3 **BIDDING DOCUMENTS**
- 4 **BIDDING PROCEDURES**
- 5 **CONSIDERATION OF BIDS**
- 6 **POST-BID INFORMATION**
- 7 **PERFORMANCE BOND AND PAYMENT BOND**
- 8 **ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS**

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™-2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

## ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents and are considered composite all-inclusive rates including bidders overhead and profit on costs and temporary works.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

## ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

## ARTICLE 3 BIDDING DOCUMENTS

### § 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)*

The project management platform, Procure, is being used and documents will be issued by Jonathan Treco using the email address: [Central\\_Bank\\_of\\_the\\_Bahamas@us02.procortech.com](mailto:Central_Bank_of_the_Bahamas@us02.procortech.com), Nassau, Bahamas

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

### § 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.

*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)*

Clarifications should be sent via the Owner's construction project management software, "Procore." Instructions on the use of Procore will be issued to Contractors confirming an interest to bid.

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

### § 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

#### § 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form.

§ 3.3.2.3 The Substitution Request, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

#### § 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)*

Bid Addenda will be issued via Procore

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

### ARTICLE 4 BIDDING PROCEDURES

#### § 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on bid forms must be clearly identified.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.7.1 The submission of a Bid return will constitute acceptance of the enclosed Contractual terms and conditions by the bidder.

§ 4.1.7.2 Bidder must submit a base bid in compliance with these documents. Should an alternate be offered, it must be in addition or a saving to the base bid and not instead of a base bid.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

#### § 4.1.9 Bid Pricing Schedules

§ 4.1.9.1 The Bidder shall submit a copy of the Schedule of Values, Pricing Schedules and Unit Rates fully priced and extended out in black ink to agree with the total of his bid.

§ 4.1.9.2 Alterations and qualifications to the Pricing Schedules must not be made without the written consent of the Owner. Such alterations or qualifications to the printed text will be deemed to be null and void without written consent or where they have been already expressed in writing. Costs relating to items which are not priced will be deemed to have been included elsewhere in the Pricing Schedules.

§ 4.1.9.3 The Schedule of Rates: The Bidder shall submit Schedule of Rates with their Bid.

#### § 4.1.9.4 The Division 1 General Requirements

§ 4.1.9.4.1 The Bidder must submit a detailed build-up of his pricing of the Division 1 General Requirements showing “fixed charges” (charges for work, the cost of which is to be considered as independent of duration) and “time related charges” (charges for work, the cost of which is to be considered as dependent on duration).

#### § 4.1.10 List of Subcontractors/Suppliers/Design Consultants/Testing Agency

§ 4.1.10.1 The Bidder shall submit the names of all subcontractors, suppliers, design consultants and testing agencies the Bidder proposes to use to perform the Work as per the Bid Documents. No changes to the list of subcontractors/suppliers/design consultants will be allowed without the express written consent of the Owner. The list of subcontractors shall include a brief description of the works to be performed by that subcontractor.

#### § 4.1.11 Manpower Details

§ 4.1.11.1 The Bidder shall submit the total manpower required to complete the Work on a monthly basis and cumulative basis.

#### § 4.1.12 Schedule

§ 4.1.12.1 The Bidder’s proposed schedule showing the sequence and timing of the principal parts of the Work. Milestone Dates, periods for planning and design and itemizing any work which is excluded must be submitted with the Bid. In particular the bid schedule must provide anticipated package release dates for the balance of the work with major project element milestone to assist with design coordination and release of design packages to achieve the overall Stage 2 Project Schedule.

§ 4.1.13 All requested Bid Alternates shall be bid. If no change in the Base Bid is required state ‘No Change’

§ 4.1.14 The bid shall be a lump sum fixed price bid with itemized breakdowns as required by the bid documents. The price for the work shall be inclusive of all assessments, levies, shipping, customs clearance, overhead and profit. Bids shall be exclusive of Bahamas import duties and taxes. Please note the Bid Alternates.

§ 4.1.15 During the bid process if a Bidder should find any errors, discrepancy, omission, or inconsistencies amongst the bid documents, or errors in the Pricing Schedules, they should be immediately brought to the attention of the Architect who will advise all bidders or the proper course of action.

#### § 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:  
(Insert the form and amount of bid security.)

Not required

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall



affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning Ninety (90) days after the opening of Bids, withdraw its Bid and request the return of its bid security.

### § 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

*(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)*

Bids are to be submitted electronically via Procure.

#### **Bid should be Titled:**

New Cash and Data Centre for The Central Bank of The Bahamas  
Tenders/Procurement Committee  
Central Bank of The Bahamas  
Nassau, New Providence, The Bahamas

§ 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof. **Bids are to be submitted electronically only.**

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

### § 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Capital Development Officer at the Central Bank of The Bahamas of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows: *(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)*

« »

## ARTICLE 5 CONSIDERATION OF BIDS

### § 5.1 Opening of Bids

Bids are to be opened in private by the Tenders Committee.

### § 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

### § 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

### § 5.4 Period of Validity

§ 5.4.1 Bids must remain open for consideration (unless previously withdrawn) for not less than ninety 90 days from the date fixed for the submission of Bids.

## ARTICLE 6 POST-BID INFORMATION

### § 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

### § 6.2 Owner's Financial Capability

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

### § 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

## ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

### § 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

*(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)*

§ 7.1.4.1 Subsequent to the award by the Owner and prior to the execution of the Contract, the successful Bidder shall deliver to the Owner a Performance and Payment bond in the amount of One Million Five Hundred Thousand Bahamian Dollars (B\$1.5M) which shall secure the faithful performance of the Contract.

- .1 Such bond may be in the form indicated in the Project Manual (AIA Document A312) or such other form as shall be acceptable to the Owner.
- .2 The bond shall remain in full force and effect for twelve (12) months following the date of substantial completion of the entire works.
- .3 The rate of premium on such bond shall be stated, together with the total amount of the premium charged. The current power of attorney for the person who signs for any surety company shall be attached to the bond.
- .4 The cost of the bond shall be included in the Contractor's bid.
- .5 Failure of the successful Bidder to execute a Contract and to supply the required bond within twenty-one (21) days after the prescribed documents are presented for signature, or within such extended period as the owner may grant based upon reasons determined adequate by the Owner shall constitute a default and the Owner may either award the Contract to the next responsible bidder or re-advertise for bids and may charge against the Bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed.
- .6 The Owner may require that two Sureties execute each bond.
- .7 If sureties are non-resident in The Bahamas, the Bond shall be supplemented as follows:
- .8 This bond shall be governed in all respects by the laws of The Bahamas and the Sureties agree that any action or proceeding in respect of this bond shall be brought in the Courts of The Bahamas. The Courts of The Bahamas shall have exclusive jurisdiction to hear and determine any matter or dispute arising hereunder and by the execution and delivery of this bond the Sureties submit to the jurisdiction of the Courts of The Bahamas. The Sureties further agree that any process of the said Courts may be validly and effectively served upon them in addition to any other proper method of service by forwarding a copy of such process by prepaid registered post addressed to the Sureties at Nassau, Bahamas.

§ 7.1.4.2 In order to receive the advance payment, the Contractor shall deliver to the Owner an advance payment bond in form which is callable upon demand and which similar to the A312 Performance Bond identified in Attachment No. 3 to this Agreement, and which is acceptable to the Owner and the Owner’s lender(s). The advance payment bond shall contain a multiple obligee rider in favor of the Owner’s lender(s). Form of the bond and multiple obligee rider shall be subject to approval by the Owner. This bond shall not have conditions limiting in any manner the surety’s liability for performance or payment and shall stipulate that no modification or waiver of the terms of this Agreement, the Contract Documents or the plans and specifications by either Owner or Contractor will in any manner discharge any surety liability. The amount of each bond shall be equal to one hundred percent (100%) of the advance payment to the Contractor. All Bahamian requirements of the advance payment bond shall be the same as those that are identified for the performance bond. Advance payment is not to exceed 5% of the Accepted Bid Amount.

**§ 7.2 Time of Delivery and Form of Bonds**

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

**ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS**

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.

*(Insert the complete AIA Document number, including year, and Document title.)*

« »

- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.

*(Insert the complete AIA Document number, including year, and Document title.)*

« »

- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.

*(Insert the complete AIA Document number, including year, and Document title.)*

« »

- .5 Drawings

**Number**

See List of Drawings

**Title**

**Date**

- .6 Specifications

**Section**

See Bid Package

**Title**

**Date**

**Pages**

- .7 Addenda:

Number	Date	Pages

**.8** Other Exhibits:  
*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

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

The Sustainability Plan:

Title	Date	Pages

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

**.9** Other documents listed below:  
*(List here any additional documents that are intended to form part of the Proposed Contract Documents.)*

PROPOSED CASH AND DATA CENTRE  
for  
THE CENTRAL BANK OF THE BAHAMAS  
Frank Watson Highway, New Providence, The Bahamas

BID FORM

Tenders Committee  
Central Bank of The Bahamas  
P.O. Box N-4868  
Frederick & Market Streets  
Nassau, The Bahamas

Dear Sirs:

Having read the Project Manual, all Pre-Bid Addenda and having examined the Drawings, Pricing Schedules, Specifications and Conditions of Contract referred to therein, we do hereby offer to execute and complete the whole of the works for the Lump Sum of

\_\_\_\_\_ (B\$ \_\_\_\_\_) and within Five Hundred and Eighty-Eight (588) calendar days from the date for commencement.

ALTERNATES

An alternate price for the following shall be added to or deducted from the Base Bid as the case may be. Alternates shall be subject to acceptance by the Owner.

**Alternate No. 1**

For a preferred contract period of \_\_\_\_\_ calendar ( \_\_\_\_\_ ) weeks from commencement and phasing as described in the method statement.

ADD/DEDUCT:

\_\_\_\_\_  
\_\_\_\_\_ (B\$ \_\_\_\_\_)

**CONTRACTOR PROPOSED ALTERNATES** – Contractor to List and describe fully for review and acceptance by Owner

Contractor to describe

ADD/DEDUCT:

---

\_\_\_\_\_ (B\$ \_\_\_\_\_)

We attach hereto the completed Sub-Contractor Listing and Declaration of Non-Collusion.

We further submit herewith a separate sealed and endorsed envelope containing one copy of the Project Manual priced and fully extended as appropriate in Bahamian Dollar Currency, together with one copy of the Method Statement, Preliminary Construction Schedule and bonding confirmation relating to the works.

We undertake in the event of your acceptance to execute with you a form of contract embodying all the conditions and terms contained in the bid documents.

We further agree that this Bid shall remain open for consideration for ninety (90) days.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2022.

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

**NOTE:** This Bid Form and attachments are to submitted through Procore and

Titled:

New Cash and Data Centre for The Central Bank of The Bahamas  
Tenders/Procurement Committee  
Central Bank of The Bahamas  
Nassau, New Providence, The Bahamas

And

Not later than 5.00pm on the 2<sup>nd</sup> December 2022

PROPOSED CASH AND DATA CENTRE  
for  
THE CENTRAL BANK OF THE BAHAMAS  
Frank Watson Highway, New Providence, The Bahamas

SUB-CONTRACTOR LISTING

This list shall be completed by the Bidder and may be supplemented as necessary. If work is by General Contractor, so state.

Sub-Contract Work	Name	Address
Earthworks		
Concrete Work		
Masonry		
Steelwork		
Rough Carpentry		
Roof Coverings and Waterproofing		
Sheetrock and framing		
Tiling		
Painting		
HVAC Installation		
Plumbing Installation		
Fire Protection		
Electrical Installation		
Elevator Installation		



PROPOSED CASH AND DATA CENTRE  
for  
THE CENTRAL BANK OF THE BAHAMAS  
Frank Watson Highway, New Providence, The Bahamas

DECLARATION OF NON-COLLUSION

BID FOR: PROPOSED CASH AND DATA CENTRE

RETURNABLE: 2<sup>nd</sup> December 2022

The essence of selective bidding is that the Owner shall receive bona fide competitive bids from all firms bidding. In recognition of this principle, we certify that this is a bona fide bid, intended to be competitive, and that we have not fixed or adjusted the amount of the bid by or in accordance with any agreement or arrangements with any other person. We also certify that we have not, and we undertake that we will not at any time before the returnable date of this bid.

- a) Communicate to any person other than the person calling for the bids the amount or approximate amount of the proposed bid, except where the disclosure, in confidence, of the approximate amount of the bid is necessary to obtain bonding or insurance quotations required for the preparation of the bid;
- b) Enter into any agreement or arrangement with any other person that they shall refrain from bidding or as to the amount of any bid to be submitted.
- c) Offer or pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other bid or proposed bid for the said work any act or thing of the sort described above.

DECLARATION OF NON-COLLUSION (Cont'd.)

---

In this certificate the word "person" includes any persons and any body or association, corporate or un-incorporate and "any agreement or arrangement" includes any such transaction formed or informed, and whether legally binding or not.

Date: \_\_\_\_\_

Name of Contractor: \_\_\_\_\_

Authorised Signature: \_\_\_\_\_

(Title) \_\_\_\_\_

## **SECTION TWO**

### **CONTRACT FORMS AND CONDITIONS OF THE CONTRACT**

## LIST OF CONTRACT DOCUMENTS

---

Note: Each of the following items is part of the Contract Documents whether issued in any Volume of the Project Manual or separately.

1. Agreement Form
  - A. AIA Document A101-2017, Standard Form of Agreement Between Owner and Contractor where the basis of Payment is a Lump Sum.
  - B. AIA Document A201-2017, General Conditions of the Contract for Construction.
2. Pricing Schedules
3. Drawings and Specifications

# DRAFT AIA® Document A101® - 2017

## Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

**AGREEMENT** made as of the « » day of November in the year 2022

(In words, indicate day, month and year.)

**BETWEEN** the Owner:

*(Name, legal status, address and other information)*

Central Bank of The Bahamas  
P.O. Box N-4868  
Frederick & Market Streets  
Nassau, The Bahamas

and the Contractor:

*(Name, legal status, address and other information)*

« »« »

« »

« »

« »

for the following Project:

*(Name, location and detailed description)*

New Cash and Data Centre for  
The Central Bank of The Bahamas  
Site of the Former Royal Victoria Gardens,  
Nassau, New Providence,  
The Bahamas

The Architect:

*(Name, legal status, address and other information)*

Alexiou & Associates (Architects) Ltd.  
P. O. Box N-672  
Manx Centre, 45 West Bay Street  
Nassau, Bahamas

The Owner and Contractor agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

### EXHIBIT A INSURANCE AND BONDS

#### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

#### ARTICLE 2 THE WORK OF THIS CONTRACT

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

#### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:  
(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:  
(Insert a date or a means to determine the date of commencement of the Work.)

#### Fixed by a Written Notice to Proceed

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

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

#### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:  
(Check one of the following boxes and complete the necessary information.)

[ X ] Not later than Five Hundred and Eighty-Eight(588 ) calendar days from the date of commencement of the Work.

[ « » ] By the following date: « »

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

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be « » (\$ « » ), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

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

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price
See List of Cash Allowances	

#### § 4.4 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
As Contained in the Schedule of Unit Rates Volume One of the Project Manual. The unit rates and other prices contained in the project manual shall determine the value of additions or deletions to the scope of work as applicable. The Schedule of Unit Rates shall be considered complete including, as appropriate, all materials and equipment, labour, installation costs, overhead and profit and shall be considered uniformly for either additions or deductions but subject to the provisions of the General Conditions of the Contract		

#### § 4.5 Liquidated damages, if any:

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

The Owner will suffer financial damage if the project is not substantially completed within the above period or any extension thereof granted by the Architect in accordance with the contract provisions contained in the General Conditions of the Contract

The Contractor (and his surety) shall be liable for and shall pay or allow to the Owner the sum hereinafter stipulated as fixed, agreed and liquidated damages for each calendar day of delay until the work is Substantially Completed: Two Thousand Two Hundred and Fifty Bahamian Dollars (B\$2,250.00).

The Owner may deduct any such sum(s) upon certification by the Architect from any monies due or to become due to the Contractor.

**§ 4.6 Other:**

*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

« »

**ARTICLE 5 PAYMENTS**

**§ 5.0 ADVANCE PAYMENT**

**§ 5.0.1** Upon execution of this Agreement, and as a part of the Contractor's initial monthly progress billing, the Owner shall pay to the Contractor a sum which is equivalent to ten percent (10%) of the total amount Bid Package Awarded as an advance payment. No retainage will be withheld on this advance payment. This advance payment shall be used by the Contractor in any manner in which the Contractor determines is beneficial to the progress of the Project. This advance payment shall be recovered by the Owner in (12) equal installments, over an twelve-month period through the inclusion by the Contractor for progress billings numbers four through sixteen with each deductive amount being equivalent to one-twelve of the total amount of the original advance payment,

**§ 5.0.2** In order to receive the advance payment, the Contractor shall deliver to the Owner an advance payment bond in form which is callable upon demand and which similar to the A312 Performance Bond and which is acceptable to the Owner. The advance payment bond shall contain a multiple obligee rider in favor of the Owner's lender(s). Form of the bond and multiple obligee rider shall be subject to approval by the Owner. This bond shall not have conditions limiting in any manner the surety's liability for performance or payment and shall stipulate that no modification or waiver of the terms of this Agreement, the Contract Documents or the plans and specifications by either Owner or Contractor will in any manner discharge any surety liability. The amount of each bond shall be equal to one hundred percent (100%) of the advance payment to the Contractor. All Bahamian requirements of the advance payment bond shall be the same as those that are identified for the performance bond in Section 10 of this Agreement.

**§ 5.1 Progress Payments**

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

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

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the 25<sup>th</sup> day of a month and a Payment Certificate issued within 7 days, the Owner shall make payment of the certified amount to the Contractor not later than the 15<sup>th</sup> day of the following month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than Twenty-One (21) days after the Architect receives the Application for Payment.

**§ 5.1.4** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract



Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

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

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

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

#### § 5.1.7 Retainage

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

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

5% of the works complete and material stored on site

§ 5.1.7.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

#### Advance (Mobilisation) Payment

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

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

Retainage is reduced to two and one-half percent (2.5%) upon Substantial Completion through to Final Completion. Retainage is reduced to one (1%) from Final Completion through to the expiration of the Warranty Period.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

Retainage is reduced to two and one-half percent (2.5%) upon Substantial Completion through to Final Completion. Retainage is reduced to one (1%) from Final Completion through to the expiration of the Warranty Period.

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

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

**§ 5.2 Final Payment**

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

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

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

Upon expiration of the warranty period.

**§ 5.3 Interest**

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

*(Insert rate of interest agreed upon, if any.)*

Unless otherwise agreed, payments for works complete shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the [consultant’s] invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate from and after the invoice date at a rate equal to two points above the prime rate published by the Central Bank of The Bahamas on such date.

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 Initial Decision Maker**

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

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

Central Bank of the Bahamas Senior Executive – name to be confirmed

**§ 6.2 Binding Dispute Resolution**

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

*(Check the appropriate box.)*

[ X ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[ « » ] Litigation in a court of competent jurisdiction

[ « » ] Other *(Specify)*

« »

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

**ARTICLE 7 TERMINATION OR SUSPENSION**

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

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor as follows:  
*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)*

The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts if any and overhead and profit on work executed and costs incurred to the termination date.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

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

§ 8.2 The Owner’s representatives:  
*(Name, address, email address, and other information)*

Mr. Derek Rolle  
Central Bank of The Bahamas  
P.O. Box N-4868  
Frederick & Market Streets  
Nassau, The Bahamas

Mr. Peter McLeod  
DHP Associates,  
Lagoon Court Sandypport,  
Nassau, Bahamas

§ 8.3 The Contractor’s representative:  
*(Name, address, email address, and other information)*

<< >>  
<< >>  
<< >>  
<< >>  
<< >>  
<< >>

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

**§ 8.5 Insurance and Bonds**

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Other provisions:

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Insert the date of the E203-2013 incorporated into this Agreement.)*

« »

- .5 Drawings

Number	Title	Date
See Drawings List		

- .6 Specifications

Section	Title	Date	Pages
See Bid Folder			

- .7 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

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

« »

[ « » ] The Sustainability Plan:

Title	Date	Pages

[ « » ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

- .9 Other documents, if any, listed below:

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

« »

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

**OWNER** *(Signature)*

Central Bank of The Bahamas  
P.O. Box N-4868  
Frederick & Market Streets  
Nassau, The Bahamas

*(Printed name and title)*

**CONTRACTOR** *(Signature)*

« »« »

*(Printed name and title)*



# DRAFT AIA® Document A201® - 2017

## General Conditions of the Contract for Construction

### for the following PROJECT:

(Name and location or address)

New Cash and Data Centre for  
The Central Bank of The Bahamas  
Site of the Former Royal Victoria Gardens,  
Nassau, New Providence,  
The Bahamas

### THE OWNER:

(Name, legal status and address)

Central Bank of The Bahamas  
P.O. Box N-4868  
Frederick & Market Streets  
Nassau, The Bahamas

### THE ARCHITECT:

(Name, legal status and address)

Alexiou & Associates (Architects) Ltd.  
P. O. Box N-672  
Manx Centre, 45 West Bay Street  
Nassau, Bahamas

### TABLE OF ARTICLES

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

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

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

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14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES



## INDEX

(Topics and numbers in bold are Section headings.)

### **Acceptance of Nonconforming Work**

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, **12.3**

### **Access to Work**

**3.16**, 6.2.1, **12.1**

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5,  
10.2.8, 13.3.2, 14.1, 15.1.2, 15.2

Addenda

1.1.1

Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, 15.1.5

### **Additional Inspections and Testing**

9.4.2, 9.8.3, 12.2.1, **13.4**

### **Additional Time, Claims for**

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

### **Administration of the Contract**

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

### **Allowances**

**3.8**

### **Applications for Payment**

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

Approvals

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

3.12.10.1, 4.2.7, 9.3.2, 13.4.1

### **Arbitration**

8.3.1, 15.3.2, **15.4**

## **ARCHITECT**

**4**

**Architect, Definition of**

**4.1.1**

Architect, Extent of Authority

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

Architect, Limitations of Authority and

Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2,

4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4,

9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2

Architect's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

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

Architect's Inspections

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

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

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

Architect's Relationship with Subcontractors

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

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

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

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

### **Award of Subcontracts and Other Contracts for Portions of the Work**

**5.2**

### **Basic Definitions**

**1.1**

Bidding Requirements

1.1.1

Binding Dispute Resolution

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

Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

### **Bonds, Performance, and Payment**

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

### **Building Information Models Use and Reliance**

**1.8**

Building Permit

3.7.1

### **Capitalization**

**1.3**

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

### **Certificates for Payment**

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



Certificates of Inspection, Testing or Approval  
13.4.4  
Certificates of Insurance  
9.10.2  
**Change Orders**  
1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3,  
7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1,  
9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2  
**Change Orders**, Definition of  
**7.2.1**  
**CHANGES IN THE WORK**  
2.2.2, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1,  
11.5  
**Claims**, Definition of  
**15.1.1**  
Claims, Notice of  
1.6.2, 15.1.3  
**CLAIMS AND DISPUTES**  
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4  
Claims and Timely Assertion of Claims  
15.4.1  
**Claims for Additional Cost**  
3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**  
**Claims for Additional Time**  
3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**  
**Concealed or Unknown Conditions, Claims for**  
**3.7.4**  
Claims for Damages  
3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3,  
11.3.2, 14.2.4, 15.1.7  
Claims Subject to Arbitration  
15.4.1  
**Cleaning Up**  
**3.15**, 6.3  
Commencement of the Work, Conditions Relating to  
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3,  
6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**  
**Commencement of the Work**, Definition of  
**8.1.2**  
**Communications**  
3.9.1, **4.2.4**  
Completion, Conditions Relating to  
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1,  
9.10, 12.2, 14.1.2, 15.1.2  
**COMPLETION, PAYMENTS AND**  
**9**  
Completion, Substantial  
3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1,  
9.10.3, 12.2, 15.1.2  
Compliance with Laws  
2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2,  
13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3,  
15.2.8, 15.4.2, 15.4.3  
Concealed or Unknown Conditions  
3.7.4, 4.2.8, 8.3.1, 10.3  
Conditions of the Contract  
1.1.1, 6.1.1, 6.1.4

Consent, Written  
3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2,  
15.4.4.2  
**Consolidation or Joinder**  
**15.4.4**  
**CONSTRUCTION BY OWNER OR BY**  
**SEPARATE CONTRACTORS**  
1.1.4, **6**  
**Construction Change Directive**, Definition of  
**7.3.1**  
**Construction Change Directives**  
1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3,  
**7.3**, 9.3.1.1  
Construction Schedules, Contractor's  
3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2  
**Contingent Assignment of Subcontracts**  
**5.4**, 14.2.2.2  
**Continuing Contract Performance**  
**15.1.4**  
**Contract**, Definition of  
**1.1.2**  
**CONTRACT, TERMINATION OR**  
**SUSPENSION OF THE**  
5.4.1.1, 5.4.2, 11.5, **14**  
Contract Administration  
3.1.3, 4, 9.4, 9.5  
Contract Award and Execution, Conditions Relating  
to  
3.7.1, 3.10, 5.2, 6.1  
Contract Documents, Copies Furnished and Use of  
1.5.2, 2.3.6, 5.3  
**Contract Documents**, Definition of  
**1.1.1**  
**Contract Sum**  
2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4,  
**9.1**, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2,  
12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5**, **15.2.5**  
**Contract Sum**, Definition of  
**9.1**  
Contract Time  
1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5,  
7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1,  
8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2,  
14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5  
**Contract Time**, Definition of  
8.1.1  
**CONTRACTOR**  
**3**  
Contractor, Definition of  
**3.1**, **6.1.2**  
**Contractor's Construction and Submittal**  
**Schedules**  
**3.10**, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2  
Contractor's Employees  
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6,  
10.2, 10.3, 11.3, 14.1, 14.2.1.1  
**Contractor's Liability Insurance**  
**11.1**

Contractor's Relationship with Separate Contractors and Owner's Forces  
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4  
Contractor's Relationship with Subcontractors  
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4  
Contractor's Relationship with the Architect  
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1  
Contractor's Representations  
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2  
Contractor's Responsibility for Those Performing the Work  
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8  
Contractor's Review of Contract Documents  
3.2  
Contractor's Right to Stop the Work  
2.2.2, 9.7  
Contractor's Right to Terminate the Contract  
14.1  
Contractor's Submittals  
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3  
Contractor's Superintendent  
3.9, 10.2.6  
Contractor's Supervision and Construction Procedures  
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4  
Coordination and Correlation  
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1  
Copies Furnished of Drawings and Specifications  
1.5, 2.3.6, 3.11  
Copyrights  
1.5, **3.17**  
Correction of Work  
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1  
**Correlation and Intent of the Contract Documents**  
**1.2**  
**Cost**, Definition of  
**7.3.4**  
Costs  
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14  
**Cutting and Patching**  
**3.14**, 6.2.5  
Damage to Construction of Owner or Separate Contractors  
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4  
Damage to the Work  
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4  
Damages, Claims for  
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7

Damages for Delay  
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2  
**Date of Commencement of the Work**, Definition of  
**8.1.2**  
**Date of Substantial Completion**, Definition of  
**8.1.3**  
**Day**, Definition of  
**8.1.4**  
Decisions of the Architect  
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2  
**Decisions to Withhold Certification**  
9.4.1, **9.5**, 9.7, 14.1.1.3  
Defective or Nonconforming Work, Acceptance, Rejection and Correction of  
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1  
Definitions  
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1  
**Delays and Extensions of Time**  
**3.2**, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, **9.5.1**, **9.7**, 10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5  
**Digital Data Use and Transmission**  
**1.7**  
Disputes  
6.3, 7.3.9, 15.1, 15.2  
**Documents and Samples at the Site**  
**3.11**  
**Drawings**, Definition of  
**1.1.5**  
Drawings and Specifications, Use and Ownership of  
3.11  
Effective Date of Insurance  
8.2.2  
**Emergencies**  
**10.4**, 14.1.1.2, **15.1.5**  
Employees, Contractor's  
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1  
Equipment, Labor, or Materials  
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2  
Execution and Progress of the Work  
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, **3.1**, **3.3.1**, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4  
Extensions of Time  
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, **15.2.5**  
**Failure of Payment**  
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2  
Faulty Work  
(See Defective or Nonconforming Work)  
**Final Completion and Final Payment**  
4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3

Financial Arrangements, Owner's

2.2.1, 13.2.2, 14.1.1.4

## **GENERAL PROVISIONS**

### **1**

#### **Governing Law**

##### **13.1**

Guarantees (See Warranty)

#### **Hazardous Materials and Substances**

10.2.4, **10.3**

Identification of Subcontractors and Suppliers

5.2.1

#### **Indemnification**

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

#### **Information and Services Required of the Owner**

2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5,

9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2,

14.1.1.4, 14.1.4, 15.1.4

#### **Initial Decision**

##### **15.2**

#### **Initial Decision Maker, Definition of**

1.1.8

Initial Decision Maker, Decisions

14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Initial Decision Maker, Extent of Authority

14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

#### **Injury or Damage to Person or Property**

**10.2.8**, 10.4

Inspections

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,

9.9.2, 9.10.1, 12.2.1, 13.4

Instructions to Bidders

1.1.1

Instructions to the Contractor

3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2

#### **Instruments of Service, Definition of**

##### **1.1.7**

Insurance

6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5,

##### **11**

Insurance, Notice of Cancellation or Expiration

11.1.4, 11.2.3

#### **Insurance, Contractor's Liability**

##### **11.1**

Insurance, Effective Date of

8.2.2, 14.4.2

#### **Insurance, Owner's Liability**

##### **11.2**

#### **Insurance, Property**

**10.2.5**, 11.2, 11.4, 11.5

Insurance, Stored Materials

9.3.2

## **INSURANCE AND BONDS**

### **11**

Insurance Companies, Consent to Partial Occupancy

9.9.1

Insured loss, Adjustment and Settlement of

11.5

Intent of the Contract Documents

1.2.1, 4.2.7, 4.2.12, 4.2.13

## **Interest**

### **13.5**

#### **Interpretation**

1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1

Interpretations, Written

4.2.11, 4.2.12

Judgment on Final Award

15.4.2

#### **Labor and Materials, Equipment**

1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1,

10.2.4, 14.2.1.1, 14.2.1.2

Labor Disputes

8.3.1

Laws and Regulations

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

15.4

Liens

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

Limitations, Statutes of

12.2.5, 15.1.2, 15.4.1.1

Limitations of Liability

3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6, 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3,

11.3, 12.2.5, 13.3.1

Limitations of Time

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,

9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15, 15.1.2, 15.1.3, 15.1.5

#### **Materials, Hazardous**

10.2.4, **10.3**

Materials, Labor, Equipment and

1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2,

10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

Means, Methods, Techniques, Sequences and

Procedures of Construction

3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic's Lien

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

#### **Mediation**

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

#### **Minor Changes in the Work**

1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**

## **MISCELLANEOUS PROVISIONS**

### **13**

#### **Modifications, Definition of**

##### **1.1.1**

Modifications to the Contract

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

#### **Mutual Responsibility**

##### **6.2**

**Nonconforming Work, Acceptance of**  
9.6.6, 9.9.3, **12.3**  
Nonconforming Work, Rejection and Correction of  
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4,  
12.2  
**Notice**  
**1.6**, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4,  
3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4,  
8.2.2 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1,  
13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5,  
15.1.6, 15.4.1  
Notice of Cancellation or Expiration of Insurance  
11.1.4, 11.2.3  
**Notice of Claims**  
1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5,  
15.1.6, 15.2.8, 15.3.2, 15.4.1  
Notice of Testing and Inspections  
13.4.1, 13.4.2  
Observations, Contractor's  
3.2, 3.7.4  
Occupancy  
2.3.1, 9.6.6, 9.8  
Orders, Written  
1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2,  
14.3.1  
**OWNER**  
**2**  
**Owner, Definition of**  
**2.1.1**  
**Owner, Evidence of Financial Arrangements**  
**2.2**, 13.2.2, 14.1.1.4  
**Owner, Information and Services Required of the**  
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5,  
9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1,  
13.4.2, 14.1.1.4, 14.1.4, 15.1.4  
Owner's Authority  
1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2,  
4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1,  
7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2,  
10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4,  
15.2.7  
**Owner's Insurance**  
**11.2**  
Owner's Relationship with Subcontractors  
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2  
**Owner's Right to Carry Out the Work**  
**2.5**, 14.2.2  
**Owner's Right to Clean Up**  
**6.3**  
**Owner's Right to Perform Construction and to**  
**Award Separate Contracts**  
**6.1**  
**Owner's Right to Stop the Work**  
**2.4**  
Owner's Right to Suspend the Work  
14.3  
Owner's Right to Terminate the Contract  
14.2, 14.4

**Ownership and Use of Drawings, Specifications**  
**and Other Instruments of Service**  
1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12,  
5.3  
**Partial Occupancy or Use**  
9.6.6, **9.9**  
**Patching, Cutting and**  
**3.14**, 6.2.5  
Patents  
3.17  
**Payment, Applications for**  
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1,  
14.2.3, 14.2.4, 14.4.3  
**Payment, Certificates for**  
4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1,  
9.10.3, 14.1.1.3, 14.2.4  
**Payment, Failure of**  
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2  
Payment, Final  
4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3  
**Payment Bond, Performance Bond and**  
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**  
**Payments, Progress**  
9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4  
**PAYMENTS AND COMPLETION**  
**9**  
Payments to Subcontractors  
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2  
PCB  
10.3.1  
**Performance Bond and Payment Bond**  
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**  
**Permits, Fees, Notices and Compliance with Laws**  
2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2  
**PERSONS AND PROPERTY, PROTECTION**  
**OF**  
**10**  
Polychlorinated Biphenyl  
10.3.1  
**Product Data, Definition of**  
**3.12.2**  
**Product Data and Samples, Shop Drawings**  
3.11, **3.12**, 4.2.7  
**Progress and Completion**  
4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4  
**Progress Payments**  
9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4  
**Project, Definition of**  
**1.1.4**  
Project Representatives  
4.2.10  
**Property Insurance**  
10.2.5, **11.2**  
**Proposal Requirements**  
1.1.1  
**PROTECTION OF PERSONS AND PROPERTY**  
**10**

Regulations and Laws  
1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1,  
10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8,  
15.4  
Rejection of Work  
4.2.6, 12.2.1  
Releases and Waivers of Liens  
9.3.1, 9.10.2  
Representations  
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1  
Representatives  
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1  
Responsibility for Those Performing the Work  
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10  
Retainage  
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3  
**Review of Contract Documents and Field  
Conditions by Contractor**  
3.2, 3.12.7, 6.1.3  
Review of Contractor's Submittals by Owner and  
Architect  
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2  
Review of Shop Drawings, Product Data and  
Samples by Contractor  
3.12  
**Rights and Remedies**  
1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1,  
6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2,  
12.2.4, 13.3, 14, 15.4  
**Royalties, Patents and Copyrights**  
3.17  
Rules and Notices for Arbitration  
15.4.1  
**Safety of Persons and Property**  
10.2, 10.4  
**Safety Precautions and Programs**  
3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4  
**Samples, Definition of**  
3.12.3  
**Samples, Shop Drawings, Product Data and**  
3.11, 3.12, 4.2.7  
**Samples at the Site, Documents and**  
3.11  
**Schedule of Values**  
9.2, 9.3.1  
Schedules, Construction  
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2  
Separate Contracts and Contractors  
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2  
**Separate Contractors, Definition of**  
6.1.1  
**Shop Drawings, Definition of**  
3.12.1  
**Shop Drawings, Product Data and Samples**  
3.11, 3.12, 4.2.7  
**Site, Use of**  
3.13, 6.1.1, 6.2.1

Site Inspections  
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4  
Site Visits, Architect's  
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4  
Special Inspections and Testing  
4.2.6, 12.2.1, 13.4  
**Specifications, Definition of**  
1.1.6  
**Specifications**  
1.1.1, 1.1.6, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14  
Statute of Limitations  
15.1.2, 15.4.1.1  
Stopping the Work  
2.2.2, 2.4, 9.7, 10.3, 14.1  
Stored Materials  
6.2.1, 9.3.2, 10.2.1.2, 10.2.4  
**Subcontractor, Definition of**  
5.1.1  
**SUBCONTRACTORS**  
5  
Subcontractors, Work by  
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4,  
9.3.1.2, 9.6.7  
**Subcontractual Relations**  
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1  
Submittals  
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3,  
9.8, 9.9.1, 9.10.2, 9.10.3  
Submittal Schedule  
3.10.2, 3.12.5, 4.2.7  
**Subrogation, Waivers of**  
6.1.1, 11.3  
**Substances, Hazardous**  
10.3  
**Substantial Completion**  
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3,  
12.2, 15.1.2  
**Substantial Completion, Definition of**  
9.8.1  
Substitution of Subcontractors  
5.2.3, 5.2.4  
Substitution of Architect  
2.3.3  
Substitutions of Materials  
3.4.2, 3.5, 7.3.8  
**Sub-subcontractor, Definition of**  
5.1.2  
Subsurface Conditions  
3.7.4  
**Successors and Assigns**  
13.2  
**Superintendent**  
3.9, 10.2.6  
**Supervision and Construction Procedures**  
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4,  
7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4

Suppliers  
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6,  
9.10.5, 14.2.1

Surety  
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2,  
15.2.7

Surety, Consent of  
9.8.5, 9.10.2, 9.10.3

Surveys  
1.1.7, 2.3.4

### **Suspension by the Owner for Convenience** **14.3**

Suspension of the Work  
3.7.5, 5.4.2, 14.3

Suspension or Termination of the Contract  
5.4.1.1, 14

**Taxes**  
3.6, 3.8.2.1, 7.3.4.4

**Termination by the Contractor**  
**14.1**, 15.1.7

**Termination by the Owner for Cause**  
5.4.1.1, **14.2**, 15.1.7

**Termination by the Owner for Convenience**  
**14.4**

Termination of the Architect  
2.3.3

Termination of the Contractor Employment  
14.2.2

## **TERMINATION OR SUSPENSION OF THE CONTRACT**

### **14**

**Tests and Inspections**  
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,  
9.9.2, 9.10.1, 10.3.2, 12.2.1, **13.4**

### **TIME**

#### **8**

**Time, Delays and Extensions of**  
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7,  
10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

Time Limits  
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2,  
5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,  
9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14,  
15.1.2, 15.1.3, 15.4

### **Time Limits on Claims**

3.7.4, 10.2.8, 15.1.2, 15.1.3

Title to Work

9.3.2, 9.3.3

## **UNCOVERING AND CORRECTION OF WORK**

### **12**

#### **Uncovering of Work**

##### **12.1**

Unforeseen Conditions, Concealed or Unknown  
3.7.4, 8.3.1, 10.3

Unit Prices  
7.3.3.2, 9.1.2

Use of Documents  
1.1.1, 1.5, 2.3.6, 3.12.6, 5.3

##### **Use of Site**

**3.13**, 6.1.1, 6.2.1

##### **Values, Schedule of**

**9.2**, 9.3.1

Waiver of Claims by the Architect  
13.3.2

Waiver of Claims by the Contractor  
9.10.5, 13.3.2, **15.1.7**

Waiver of Claims by the Owner  
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, **15.1.7**

Waiver of Consequential Damages  
14.2.4, 15.1.7

Waiver of Liens  
9.3, 9.10.2, 9.10.4

##### **Waivers of Subrogation**

6.1.1, **11.3**

##### **Warranty**

**3.5**, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2,  
15.1.2

Weather Delays  
8.3, 15.1.6.2

##### **Work, Definition of**

**1.1.3**

Written Consent  
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3,  
13.2, 13.3.2, 15.4.4.2

Written Interpretations

4.2.11, 4.2.12

Written Orders

1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 Basic Definitions**

#### **§ 1.1.1 The Contract Documents**

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

#### **§ 1.1.2 The Contract**

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

#### **§ 1.1.3 The Work**

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

#### **§ 1.1.4 The Project**

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

#### **§ 1.1.5 The Drawings**

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

#### **§ 1.1.6 The Specifications**

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

#### **§ 1.1.7 Instruments of Service**

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

#### **§ 1.1.8 Initial Decision Maker**

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

### **§ 1.2 Correlation and Intent of the Contract Documents**

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

**§ 1.2.1.1** The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

**§ 1.2.2** Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

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

### **§ 1.3 Capitalization**

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

### **§ 1.4 Interpretation**

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

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

**§ 1.5.1** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

**§ 1.5.2** The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

### **§ 1.6 Notice**

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

**§ 1.6.2** Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

### **§ 1.7 Digital Data Use and Transmission**

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

### **§ 1.8 Building Information Models Use and Reliance**

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



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

## **ARTICLE 2 OWNER**

### **§ 2.1 General**

**§ 2.1.1** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

**§ 2.1.2** The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

### **§ 2.2 Information and Services Required of the Owner**

**§ 2.2.1** Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

**§ 2.2.2** The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

**§ 2.2.3** If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

**§ 2.2.4** The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**§ 2.2.5** The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

**§ 2.2.6** Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one hard copy of the Contract Documents with an electronic issues via a file share link for purposes of making reproductions pursuant to Section 1.5.2.

### **§ 2.3 Owner's Right to Stop the Work**

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

### **§ 2.4 Owner's Right to Carry Out the Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of

correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

## **ARTICLE 3 CONTRACTOR**

### **§ 3.1 General**

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

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

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

### **§ 3.2 Review of Contract Documents and Field Conditions by Contractor**

**§ 3.2.1** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

**§ 3.2.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

**§ 3.2.3** The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

**§ 3.2.4** If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

### **§ 3.3 Supervision and Construction Procedures**

**§ 3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means,

methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

**§ 3.3.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

**§ 3.3.3** The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

### **§ 3.4 Labor and Materials**

**§ 3.4.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

**§ 3.4.2** Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and Quantity Surveyor and in accordance with a Change Order or Construction Change Directive.

**§ 3.4.3** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

### **§ 3.5 Warranty**

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

**§ 3.5.2** All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

### **§ 3.6 Taxes**

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

### **§ 3.7 Permits, Fees, Notices and Compliance with Laws**

**§ 3.7.1** Unless otherwise provided in the Contract Documents, the Owner shall secure and pay for the Building Permit and Certificate of Environmental Clearance. The Contractor shall secure and pay for all other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

**§ 3.7.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

#### § 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

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

#### § 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead and profit shall be included in the Cash Allowances. The contractors shall include for carrying out works covered by Cash Allowances in the contract timeframe and construction schedule; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner to avoid delay in the works. The contractors shall identify in the Construction Schedule material delivery dates critical to the timely completion of the works.

#### § 3.9 Project Manager Superintendent

§ 3.9.1 The Contractor shall employ competent project managers, superintendents and necessary assistants who shall be in attendance at the Project site during performance of the Work. The project managers shall represent the Contractor, and communications given to the project managers shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall confirm the Owner and Architect of the name and qualifications of a proposed project managers and superintendents. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed project manager or superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the project manager or superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

### § 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity is critical for the bidding, coordination and planning of the works; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

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

### § 3.11 Documents and Samples at the Site

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

### § 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

### § 3.13 Use of Site

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

### § 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

### **§ 3.15 Cleaning Up**

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

**§ 3.15.2** If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

### **§ 3.16 Access to Work**

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

### **§ 3.17 Royalties, Patents and Copyrights**

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

### **§ 3.18 Indemnification**

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

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

## **ARTICLE 4 ARCHITECT**

### **§ 4.1 General**

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

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

## **§ 4.2 Administration of the Contract**

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

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

**§ 4.2.3** On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

## **§ 4.2.4 Communications**

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

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

**§ 4.2.6** The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 4.2.7** The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 4.2.8** The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.



§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## **ARTICLE 5 SUBCONTRACTORS**

### **§ 5.1 Definitions**

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

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

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

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

### § 5.3 Subcontractual Relations

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

### § 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

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

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

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

## ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction

schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

### § 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

### § 6.3 Owner's Right to Clean Up

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

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

### § 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and

- .3 The extent of the adjustment, if any, in the Contract Time.

### § 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Quantity Surveyor shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Quantity Surveyor may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect and Quantity Surveyor of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 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 Quantity Surveyor will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Quantity Surveyor determines, in the Quantity Surveyor's professional judgment, to be reasonably justified. The Quantity Surveyor's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

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

#### § 7.4 Minor Changes in the Work

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

### ARTICLE 8 TIME

#### § 8.1 Definitions

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

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

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

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

#### § 8.2 Progress and Completion

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

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

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

#### § 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

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

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

### ARTICLE 9 PAYMENTS AND COMPLETION

#### § 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

#### § 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Quantity Surveyor before the first Application for Payment, allocating the entire Contract

Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Quantity Surveyor. This schedule, unless objected to by the Quantity Surveyor, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Quantity Surveyor and supported by such data to substantiate its accuracy as the Quantity Surveyor may require, and unless objected to by the Quantity Surveyor, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

### **§ 9.3 Applications for Payment**

**§ 9.3.1** At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect and Quantity Surveyor an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Quantity Surveyor require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

**§ 9.3.1.1** As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Quantity Surveyor, but not yet included in Change Orders.

**§ 9.3.1.2** Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

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

**§ 9.3.3** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

### **§ 9.4 Certificates for Payment**

**§ 9.4.1** The Quantity Surveyor will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Architect a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Quantity Surveyor determines is properly due, and notify the Contractor, Owner and Architect of the Quantity Surveyor's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor, Owner and Architect of the Quantity Surveyor's reason for withholding certification in whole as provided in Section 9.5.1.

**§ 9.4.2** The issuance of a Certificate for Payment will constitute a representation by the Quantity Surveyor to the Architect and the Owner, based on the Quantity Surveyor's evaluation of the Work and the data in the Application for Payment, that, to the best of the Quantity Surveyor's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Quantity Surveyor has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the

Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

### **§ 9.5 Decisions to Withhold Certification**

**§ 9.5.1** The Quantity Surveyor may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Quantity Surveyor's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Quantity Surveyor will notify the Contractor, Architect and Owner as provided in Section 9.4.1. If the Contractor and Quantity Surveyor cannot agree on a revised amount, the Quantity Surveyor will promptly issue a Certificate for Payment for the amount for which the Quantity Surveyor is able to make such representations to the Owner. The Quantity Surveyor may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Quantity Surveyor's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

**§ 9.5.2** When either party disputes the Quantity Surveyor's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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

**§ 9.5.4** If the Quantity Surveyor withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Quantity Surveyor, Architect and the Contractor shall reflect such payment on its next Application for Payment.

### **§ 9.6 Progress Payments**

**§ 9.6.1** After the Quantity Surveyor has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect and Quantity Surveyor.

**§ 9.6.2** The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

**§ 9.6.3** The Quantity Surveyor will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

**§ 9.6.4** The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an

obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

**§ 9.6.5** The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

**§ 9.6.6** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

**§ 9.6.7** Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

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

#### **§ 9.7 Failure of Payment**

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

#### **§ 9.8 Substantial Completion**

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

**§ 9.8.2** When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

**§ 9.8.3** Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

**§ 9.8.4** When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.



**§ 9.8.5** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

### **§ 9.9 Partial Occupancy or Use**

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

### **§ 9.10 Final Completion and Final Payment**

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

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

**§ 9.10.3** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract

Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

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

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

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

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 Safety Precautions and Programs

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

### § 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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

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

**§ 10.2.8 Injury or Damage to Person or Property**

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

**§ 10.3 Hazardous Materials and Substances**

**§ 10.3.1** The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

**§ 10.3.2** Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

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

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

**§ 10.3.5** The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

**§ 10.3.6** If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

**§ 10.4 Emergencies**

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

## ARTICLE 11 INSURANCE AND BONDS

### § 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.1.5 The Contractor shall in addition to the foregoing of Article 11.1 maintain such insurances as required by the laws of The Commonwealth of The Bahamas and the Owner.

.1 The Contractor shall maintain Liability cover at not less than the following limits:

Bodily Injury & Accidental Death:

B\$2,000,000 per occurrence.

Property Damage: B\$2,000,000 per occurrence.

Automotive Bodily Injury & Accidental Death:

B\$2,000,000 per occurrence.

Automotive Property Damage:

B\$2,000,000 per occurrence.

2 The Contractor's liability insurance shall also include the interests of the Owner and un-named subcontractors in the work. The above noted interests to be endorsed on all other policies of insurance maintained by the Contractor in respect of the Work.

.3 The Contractor's liability insurance shall incorporate the following "cross liability" clause into the policy wording:

"It is hereby agreed and declared that for the purpose of this policy each of the parties comprising the insured shall be considered as a separate and distinct unit and the words "The Insured" shall be considered as applying to each party in the same manner as if a separate policy had been issued to each of the said parties and the company hereby agrees to waive all rights of subrogation or action which the company may have or acquire against either of the aforesaid parties arising out of any accident in respect of which any claim is made hereunder".

## **§ 11.2 Owner's Insurance**

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

**§ 11.2.2 Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

**§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

## **§ 11.3 Waivers of Subrogation**

**§ 11.3.1** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

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

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

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

## **§11.5 Adjustment and Settlement of Insured Loss**

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

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

**§ 11.6** The Contractor shall insure all materials and equipment to be incorporated in the project from the time of dispatch from the premises of the supplier or distributor until delivered to the project site for the full value thereof. Certificates of insurance shall be made available to the Owner upon request.

**§ 11.7.1** Notwithstanding the foregoing of Article 11.3 with regard to insuring against damage by hurricane, the contractor, on becoming aware of a hurricane warning, is to take all reasonable precautions including securing loose materials and plant, protecting windows and other openings, etc., to minimize the damage likely to be caused hereby.

**§ 11.7.2** The cost to the Contractor of installing temporary hurricane protection to partially or substantially completed portions of the building shall be paid by the Owner on the basis of cost plus an agreed percentage to cover overhead and profit. Such amount shall be agreed between the Contractor and the Quantity Surveyor.

## **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

### **§ 12.1 Uncovering of Work**

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

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

### **§ 12.2 Correction of Work**

#### **§ 12.2.1 Before Substantial Completion**

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

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

### **§ 12.2.2 After Substantial Completion**

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

**§ 12.2.2.2** The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

**§ 12.2.2.3** The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

**§ 12.2.3** The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

**§ 12.2.4** The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

**§ 12.2.5** Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### **§ 12.3 Acceptance of Nonconforming Work**

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

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### **§ 13.1 Governing Law**

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

### **§ 13.2 Successors and Assigns**

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

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

### § 13.3 Rights and Remedies

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

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

### § 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

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

### § 13.5 Interest

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

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or



.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

#### § 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

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

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

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

#### § 14.3 Suspension by the Owner for Convenience

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

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

- .2 that an equitable adjustment is made or denied under another provision of the Contract.

#### **§ 14.4 Termination by the Owner for Convenience**

**§ 14.4.1** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

**§ 14.4.2** Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

**§ 14.4.3** In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

### **ARTICLE 15 CLAIMS AND DISPUTES**

#### **§ 15.1 Claims**

##### **§ 15.1.1 Definition**

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

##### **§ 15.1.2 Time Limits on Claims**

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

##### **§ 15.1.3 Notice of Claims**

**§ 15.1.3.1** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

**§ 15.1.3.2** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

##### **§ 15.1.4 Continuing Contract Performance**

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

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

### **§ 15.1.5 Claims for Additional Cost**

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

### **§ 15.1.6 Claims for Additional Time**

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

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

### **§ 15.1.7 Waiver of Claims for Consequential Damages**

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

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

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

### **§ 15.2 Initial Decision**

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

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

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

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

**§ 15.2.5** The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

**§ 15.2.6** Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

**§ 15.2.6.1** Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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

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

### **§ 15.3 Mediation**

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

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

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

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

### **§ 15.4 Arbitration**

**§ 15.4.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by mediation shall be subject to arbitration. A demand for arbitration shall be made in writing and delivered to the other party to this Agreement. The Arbitrator shall be agreed by the Parties, or failing such agreement shall be appointed by the Bahamas branch of the Chartered Institute of Arbitrators. The remuneration of the Arbitrator shall be as agreed between the Parties and the appointed Arbitrator, and in the event of any dispute as to those terms shall be determined by the Supreme Court of The Commonwealth of The Bahamas. Following appointment of the Arbitrator, the arbitration shall proceed in accordance with the Arbitration Act of The Bahamas.

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

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

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

**§ 15.4.4 Consolidation or Joinder**

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

§ 15.4.4.2 Subject to the rules of the Arbitration Act of The Bahamas or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

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

**SECTION THREE**  
**PRICING SCHEDULES**

PROPOSED CENTRAL BANK OF THE BAHAMAS CASH CENTRE  
 PRICING SCHEDULES  
 PROJECT BID MANUAL

**SCHEDULE OF VALUES**

**SCHEDULE OF VALUES (STATEMENT OF BID AMOUNT)**

Ref	Description	Scope Summary				Total
		Security Booth	General Deliveries	Secure Deliveries Structure	Main Office/Cash Centre	
<b>1</b>	<b>General Conditions</b>					
1.1	Supervision, temporary utilities,	\$ -	\$ -	\$ -	\$ -	\$ -
1.2	Advance Payment Bond	\$ -	\$ -	\$ -	\$ -	\$ -
1.3	Performance and Payment Bond	\$ -	\$ -	\$ -	\$ -	\$ -
1.4	Insurances	\$ -	\$ -	\$ -	\$ -	\$ -
<b>2</b>	<b>Sitework</b>					
2.1	Mass Excavations and Fill to Building Structures	\$ -	\$ -	\$ -	\$ -	\$ -
2.2	Hardscape decks and steps	\$ -	\$ -	\$ -	\$ -	\$ -
2.3	Paving and kerbing	\$ -	\$ -	\$ -	\$ -	\$ -
2.4	Water Feature Pond: <b>Cash Allowance</b>	\$ -	\$ -	\$ -	\$ 150,000	\$ -
2.5	Access Bridge: <b>Cash Allowance</b>	\$ -	\$ -	\$ -	\$ 60,000	\$ -
2.6	Boundary walls and gates	\$ -	\$ -	\$ -	\$ -	\$ -
2.7	Security bollards/traffic arms and the like	\$ -	\$ -	\$ -	\$ -	\$ -
2.8	Site mechanical and electrical infrastructure	\$ -	\$ -	\$ -	\$ -	\$ -
2.9	Soft Landscaping, Irrigation and Lighting: <b>Owner Direct Scope</b>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>3</b>	<b>Concrete</b>					
3.1	<i>Sub-Structure</i>					
3.1.1	Formwork	\$ -	\$ -	\$ -	\$ -	\$ -
3.1.2	Reinforcement	\$ -	\$ -	\$ -	\$ -	\$ -
3.1.3	Concrete	\$ -	\$ -	\$ -	\$ -	\$ -
3.2	<i>Super-Structure</i>					
3.2.1	Formwork	\$ -	\$ -	\$ -	\$ -	\$ -
3.2.2	Reinforcement	\$ -	\$ -	\$ -	\$ -	\$ -
3.2.3	Concrete	\$ -	\$ -	\$ -	\$ -	\$ -
<b>4</b>	<b>Masonry</b>					
4.1	Sub-Structure	\$ -	\$ -	\$ -	\$ -	\$ -
4.2	Super-Structure	\$ -	\$ -	\$ -	\$ -	\$ -
<b>5</b>	<b>Metals</b>					
5.1	Structural Steel Framing	\$ -	\$ -	\$ -	\$ -	\$ -
5.2	Railings and Gates: <b>Cash Allowance</b>	\$ -	\$ -	\$ -	\$ 250,000	\$ -
5.3	Mezzanine to Vault: <b>Cash Allowance</b>	\$ -	\$ -	\$ -	\$ 50,000	\$ -
<b>6</b>	<b>Wood and Plastics</b>					
6.1	Rough Carpentry	\$ -	\$ -	\$ -	\$ -	\$ -
6.2	Finish Carpentry and Trim	\$ -	\$ -	\$ -	\$ -	\$ -
6.3	Cabinetwork Vanities	\$ -	\$ -	\$ -	\$ -	\$ -
6.4	Cabinetwork and Countertops excluding vanities: <b>Cash Allowance</b>	\$ -	\$ -	\$ -	\$ 210,000	\$ -
<b>7</b>	<b>Thermal and Moisture Protection</b>					
7.1	Waterproofing	\$ -	\$ -	\$ -	\$ -	\$ -
7.2	Insulation Thermal	\$ -	\$ -	\$ -	\$ -	\$ -
7.3	Insulation Sound	\$ -	\$ -	\$ -	\$ -	\$ -
7.4	Roof Coverings	\$ -	\$ -	\$ -	\$ -	\$ -
7.5	Gutters	\$ -	\$ -	\$ -	\$ -	\$ -
7.6	Access hatches and the like	\$ -	\$ -	\$ -	\$ -	\$ -
Total Carried Forward		\$ -	\$ -	\$ -	\$ 720,000.00	\$ -

PROPOSED CENTRAL BANK OF THE BAHAMAS CASH CENTRE  
 PRICING SCHEDULES  
 PROJECT BID MANUAL

**SCHEDULE OF VALUES**

**SCHEDULE OF VALUES (STATEMENT OF BID AMOUNT)**

Ref	Description	Scope Summary				Total
		Security Booth	General Deliveries	Secure Deliveries Structure	Main Office/Cash Centre	
	Total Brought Forward	\$ -	\$ -	\$ -	\$ 720,000.00	\$ -
<b>8</b>	<b>Door and Windows</b>					
8.1	Internal Doors and frames	\$ -	\$ -	\$ -	\$ -	\$ -
8.2	External Doors and frames	\$ -	\$ -	\$ -	\$ -	\$ -
8.3	External Windows and Glazed Panels	\$ -	\$ -	\$ -	\$ -	\$ -
8.4	External Glazed Doors	\$ -	\$ -	\$ -	\$ -	\$ -
8.5	Internal Glazed Partitions and Doors	\$ -	\$ -	\$ -	\$ -	\$ -
8.6	Internal and External Door Hardware: <b>Cash Allowance</b>	\$ -	\$ -	\$ -	\$ -	\$ -
8.8	Roller Shutter Doors	\$ -	\$ -	\$ -	\$ -	\$ -
8.9	Vault Door - <b>Owner Supply and Install</b>					
<b>9</b>	<b>Finishes</b>					
	<b>Internal Finishes</b>					
<b>9.1</b>	<b>Internal Wall Finishes</b>					
9.1.1	Gypsum Board to walls and ceilings	\$ -	\$ -	\$ -	\$ -	\$ -
9.1.2	Tiling	\$ -	\$ -	\$ -	\$ -	\$ -
9.1.3	Mineral wall covering	\$ -	\$ -	\$ -	\$ -	\$ -
9.1.4	Laminate/wood panelling					
9.1.5	Decorative trim	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>Internal Floor finishes</b>					
9.1.6	Raised Access Flooring System	\$ -	\$ -	\$ -	\$ -	\$ -
9.1.7	Resin flooring	\$ -	\$ -	\$ -	\$ -	\$ -
9.1.8	Tile to floors	\$ -	\$ -	\$ -	\$ -	\$ -
9.1.9	Mineral flooring	\$ -	\$ -	\$ -	\$ -	\$ -
9.1.10	Carpetting	\$ -	\$ -	\$ -	\$ -	\$ -
9.1.11	Staircase finishes	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>Ceiling Finishes</b>					
9.1.12	Gypsum Board and Framing	\$ -	\$ -	\$ -	\$ -	\$ -
9.1.13	Acoustical Ceiling System	\$ -	\$ -	\$ -	\$ -	\$ -
9.1.14	Acoustical Metalworks System	\$ -	\$ -	\$ -	\$ -	\$ -
9.1.15	Laminate/wood panelling	\$ -	\$ -	\$ -	\$ -	\$ -
9.1.16	Plaster	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>Internal Painting and Decorating</b>					
9.1.17	To Walls	\$ -	\$ -	\$ -	\$ -	\$ -
9.1.18	To Ceilings	\$ -	\$ -	\$ -	\$ -	\$ -
9.1.19	To Floors	\$ -	\$ -	\$ -	\$ -	\$ -
<b>9.2</b>	<b>External Finishes</b>					
	<b>Wall Finishes</b>					
9.2.1	Plaster finishes	\$ -	\$ -	\$ -	\$ -	\$ -
9.2.2	Cladding/tile	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>Floor Finishes</b>					
9.2.3	Tile	\$ -	\$ -	\$ -	\$ -	\$ -
9.2.4	Pavers	\$ -	\$ -	\$ -	\$ -	\$ -
	Total Carried Forward	\$ -	\$ -	\$ -	\$ -	\$ -



PROPOSED CENTRAL BANK OF THE BAHAMAS CASH CENTRE  
 PRICING SCHEDULES  
 PROJECT BID MANUAL

**SCHEDULE OF VALUES**

**SCHEDULE OF VALUES (STATEMENT OF BID AMOUNT)**

Ref	Description	Scope Summary				Total
		Security Booth	General Deliveries	Secure Deliveries Structure	Main Office/Cash Centre	
	Total Brought Forward	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>Ceiling Finishes</b>					
9.2.5	Gypsum Board and Framing	\$ -	\$ -	\$ -	\$ -	\$ -
9.2.6	Metal Framing	\$ -	\$ -	\$ -	\$ -	\$ -
9.2.7	Plaster finishes	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>External Painting and Decorating</b>					
9.2.8	To Floors	\$ -	\$ -	\$ -	\$ -	\$ -
9.2.9	To Walls	\$ -	\$ -	\$ -	\$ -	\$ -
9.2.10	To Ceilings	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>10 Specialites</b>					
10.1	Threshold and Entrance Matts - Cash Allowance	\$ -	\$ -	\$ -	\$ -	\$ -
10.2	Bathroom Accessories: Cash Allowance	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>11 Equipment</b>					
11.1	Kitchen Equipment - Cash Allowance	\$ -	\$ -	\$ -	\$ -	\$ -
11.2	Specialist Security Equipment - Owner Direct Subcontractor	\$ -	\$ -	\$ -	\$ -	\$ -
11.3	General Contractor Attendances	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>12 Furnishings, Fixtures and Equipment</b>					
12.1	FFE supply and installation - Owner Direct Subcontractor	\$ -	\$ -	\$ -	\$ -	\$ -
12.2	General Contractor Attendances	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>13 Special Construction</b>					
13.1	Specialist Cash Handling Equipment - Owner Direct Subcontractor	\$ -	\$ -	\$ -	\$ -	\$ -
13.2	General Contractor Attendances	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>14 Conveying Systems</b>					
14.1	Elevator	\$ -	\$ -	\$ -	\$ -	\$ -
14.2	General Contractors Overhead, Profit and Attendances	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>15 Mechanical</b>					
15.1	Air Conditioning System	\$ -	\$ -	\$ -	\$ -	\$ -
15.2	Ventilation System	\$ -	\$ -	\$ -	\$ -	\$ -
15.3	Plumbing System	\$ -	\$ -	\$ -	\$ -	\$ -
15.4	Drainage	\$ -	\$ -	\$ -	\$ -	\$ -
15.5	General Contractors Overhead, Profit and Attendances	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>16 Electrical</b>					
16.1	Electrical General Power and Lighting	\$ -	\$ -	\$ -	\$ -	\$ -
16.2	Lighting Control	\$ -	\$ -	\$ -	\$ -	\$ -
16.3	Generator Installation	\$ -	\$ -	\$ -	\$ -	\$ -
16.4	UPS Installation	\$ -	\$ -	\$ -	\$ -	\$ -
16.6	Fire Alarm System	\$ -	\$ -	\$ -	\$ -	\$ -
16.7	IT Installation - Owner Direct Subcontractor	\$ -	\$ -	\$ -	\$ -	\$ -
16.8	Solar Installation - Owner Direct Subcontractor	\$ -	\$ -	\$ -	\$ -	\$ -
16.9	Fuel tanks for Generator - Cash Allowance	\$ -	\$ -	\$ -	\$ -	\$ -
16.10	General Contractors Overhead, Profit and Attendances	\$ -	\$ -	\$ -	\$ -	\$ -
	Total Carried Forward	\$ -	\$ -	\$ -	\$ -	\$ -

PROPOSED CENTRAL BANK OF THE BAHAMAS CASH CENTRE  
 PRICING SCHEDULES  
 PROJECT BID MANUAL

**SCHEDULE OF VALUES**

**SCHEDULE OF VALUES (STATEMENT OF BID AMOUNT)**

Ref	Description	Scope Summary				Total
		Security Booth	General Deliveries	Secure Deliveries Structure	Main Office/Cash Centre	
	Total Brought Forward	\$ -	\$ -	\$ -	\$ -	\$ -
17	Contingency Cash Allowance	\$ -	\$ -	\$ -	\$ 500,000	\$ -
	<b>TOTAL BID VAT EXCLUSIVE</b>			\$ -		\$ -
19	Value Added Tax			\$ -		\$ -
	<b>TOTAL BID VAT INCLUSIVE</b>			\$ -		\$ -

Ref	Description	Unit	Rate
<b>2</b>	<b>SCHEDULE OF LABOUR RATES</b>		
<b>2.1</b>	<b>GENERAL</b>		
	The Schedule shall be complete in all respects and shall cover, in as much detail as necessary, the following broad labour categories:		
a	Working Foreman		
b	Craftsmen		
c	Skilled Labourers /Helpers		
d	Common Labourers		
e	Truck Drivers		
f	Crane Operators		
g	Other Plant/Equipment Operators		
<b>2.2</b>	<b>DEFINITIONS</b>		
	<b>Basic Wages:</b>		
	Current rates of wages payable by the Contractor to work-people whose rates of wages are governed by the trades associated with the building industry in the Bahamas and who are engaged or connected with the work.		
	<b>Inclusive Hourly Wages Rates:</b>		
	Separately stated for all types of Worker, shall include for:		
	Wages at standard time rates currently applicable and such extra payments or differentials as are fixed in respect of inconvenience or risk.		
a			
b	Recognized Holidays and Paid Annual Vacation.		
	Overtime (except authorised overtime ordered or sanctioned by the Architect).		
c			
d	Bonuses and all other incentive payments.		
	Travelling Time (excluding cost of transport which is to be included in Preliminaries).		
e			
f	Inclement Weather.		
g	Safety and Welfare facilities in respect of individual workmen (excluding facilities in respect of all workmen which are to be included in Preliminaries) e.g. protective clothing.		
h	Workmen's Compensation and Employer's Liability Insurances.		
i	National Insurance – Employer's contribution.		

Ref	Description	Unit	Rate
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**2.3 SCHEDULE OF LABOUR RATES**

**Authorised Overtime Working**

The Contractor shall state here, the multipliers to be used in establishing the cost of authorised overtime working such multipliers to be applied to the basic hourly wage rates as set out in the following Schedule:

- j Weekdays - in excess of regular eight hour day up to 10.00pm X insert multiplier
- k Weekdays - between 10.00pm and 6.00am (i.e. nightwork) X insert multiplier
- l Saturdays - insert multiplier
- m Sundays - insert multiplier

**2.4 SCHEDULE OF INCLUSIVE HOURLY WAGE RATES**

The Contractor shall include in this schedule a sufficiently comprehensive listing of the classes of labour anticipated to be employed on the works and on which any subsequent build up of unit rates for the purpose of evaluating changes (as appropriate) will be based.

Rates shall be built up in detail for each labour category starting with the basic wage rate or rates and indicating the cost of each payroll additive indicated or required in arriving at the inclusive hourly rate.

		Local	Expat
2.1	Working Foreman	Hr	
2.2	Tradesman	Hr	
2.3	Electrician	Hr	
2.4	Electrical Helper	Hr	
2.5	Plumber	Hr	
2.6	Plumber Helper	Hr	
2.7	Air Conditioning Mechanic	Hr	
2.8	Air Conditioning Helper	Hr	
2.9	Labourer	Hr	
2.10	Semi Skilled Labourer	Hr	
2.11	Other (to be completed by Contractor)	Hr	

Ref	Description	Unit	Rate
<b>3</b>	<b>SCHEDULE OF PLANT RATES</b>		
	If plant or equipment is owned by the Contractor, so state.		
	The rates unless otherwise stated include the cost of fuel of every description, lubricating oils, grease, maintenance, sharpening of tools, replacement of spare parts, all consumable stores and for licences and insurances applicable to items of plant.		
	The items of plant is to include the cost of operator and attendants.		
	<b>Compressors</b>	Normal delivery of free air per minute 2.4lbs per in <sup>2</sup>	
3.1	Air Compressor	Up to 175ft <sup>3</sup> /min	Daily
3.2	Ditto	175ft <sup>3</sup> /min to 500ft <sup>3</sup> /min	Daily
3.3	Ditto	500ft <sup>3</sup> /min to 900ft <sup>3</sup> /min	Daily
	<b>Concrete Mixers</b>	Wet Capacity	
3.4	Tilting Drum Mixer	Up to 20 gallons capacity	Hr
3.5	Ditto	20 to 50 gallons capacity	Hr
3.6	Ditto	50 to 100 gallons capacity	Hr
	<b>Dumpers</b>	Makers rate payload	
3.7	Small Dumper	Up to 1 tons	Hr
3.8	Hydraulic Tipping Dumper	Up to 1.5 tons	Hr
3.9	Ditto	Up to 6 tons	Hr
3.10	Rear Dumper Truck	Up to 15 tons	Hr
3.11	Ditto	Up to 32 tons	Hr
3.12	Ditto	Up to 50 tons	Hr
	<b>Excavators</b>	Makers Rated Nominal weight of machine	
3.13	Hydraulic 360° crawler or wheel	Up to 5 tons	Hr
3.14	Ditto	Up to 15 tons	Hr
3.15	Ditto	Up to 25 tons	Hr
3.16	Ditto	Up to 40 tons	Hr
	<b>Excavators</b>	Markers loaded bucket capacity	
3.17	Hydraulic, offset or centre post, half circle slew, wheeled, dual	Up to 20ft <sup>3</sup>	Hr
3.18	Ditto	Up to 30ft <sup>3</sup>	Hr
3.19	Ditto	Up to 35ft <sup>3</sup>	Hr

Ref	Description		Unit	Rate
<b>Lorries, Vans etc.</b>				
		Plated Gross Vehicle Weight		
3.19	Lorries	Up to 12 tons	Hr	
3.20	Ditto	Up to 25 tons	Hr	
3.21	Ditto	Up to 40 tons	Hr	
<b>Lorries, Vans etc.</b>				
		Carrying Capacity		
3.22	Van, pick-up or similar utility vehicle	Up to 1 ton carrying capacity	Hr	
3.23	Ditto	Up to 2.5 tons carrying capacity	Hr	
3.24	Passenger/Goods, cross country	Up to 2.4m wheel base	Hr	
3.25	Ditto	Wheel base 2.4m and over	Hr	
<b>Portable Pumps (to include up to 100m of ancillary pipe and fittings)</b>				
3.26	Semi rotary (hand)	Up to 1"	Daily	
3.27	Single diaphragm	Up to 4"	Daily	
3.28	Double diaphragm	Up to 4"	Daily	
3.29	Self priming centrifugal	Up to 4"	Daily	
3.30	Ditto	Up to 6"	Daily	
3.31	Electric submersible	Up to 4"	Daily	
<b>Rammers and Compactors</b>				
3.32	Vibro or vibration rammer	Up to 150lbs	Hr	
3.33	Ditto	Up to 450lbs	Hr	
3.34	Vibrating plate compactor	Up to 250lbs	Hr	
3.35	Ditto	Up to 450lbs	Hr	
3.36	Ditto	Up to 1000lbs	Hr	
3.37	Ditto	Over 1000lbs	Hr	
<b>Cranes</b>				
3.38	Contractors to list		Hr	
			Hr	

Ref	Description	Unit	Rate
<b>4</b>	<b>SCHEDULE OF ON COSTS</b>		
	On Costs shall include for main office expenses i.e. overheads (excluding site overheads and Preliminaries) and profit, each of which shall be stated separately . All on costs listed are to be stated separately .		
			<u>Rate %</u>
<b>A</b>	<b>On General Builderswork</b>		
	Overhead		
	Profit		
<b>B</b>	<b>On Sub-Contractors Work - Mechanical and Electrical Systems</b>		
	Overhead		
	Profit		
	Attendance		
<b>C</b>	<b>On Sub-Contractors Work - General Builderswork</b>		
	Overhead		
	Profit		
	Attendance		
<b>D</b>	<b>On Work Executed by Public Utilities</b>		
	Overhead		
	Profit		
	Attendance		
<b>E</b>	<b>On Owner Supplied Subcontractors</b>		
	Overhead		
	Profit		
	Attendance		
<b>F</b>	<b>On Owner Supplied Items</b>		
	Overhead		
	Profit		
	Attendance		

Ref	Description	Unit	Rate
<b>5</b>	<b>SCHEDULE OF CASH ALLOWANCES</b>		
	The contractor has included for carrying out works described in Cash Allowances within the contract schedule.		
5.1	Water Feature		\$ 150,000
5.2	Access Bridge		\$ 60,000
5.3	Railings and Gates		\$ 250,000
5.4	Mezzanine structure to the vault		\$ 50,000
5.5	Cabinetwork excluding vanities		\$ 210,000
5.6	Internal and External Door Hardware		\$ 195,000
5.7	Threshold and entrance mats		
5.8	Supply bathroom accessories - installation in bid amount		\$ 80,000
5.9	Supply and install kitchen equipment		\$ 75,000
5.10	Generator fuel tank		\$ 40,000
5.11	Contingency - only to be expended upon written authorisation from the Owner		\$ 500,000
<b>Total to Bid Summary</b>			<b>\$1,610,000</b>



**ANALYSIS OF PRICING - Division 1 - General Requirements**

Ref	Description	General Conditions		Total
		Fixed Costs \$	Time Related \$	Total
	Comply with the General Conditions and General Requirements including, but not limited to the following:- (Note: Any item listed hereunder should be priced separately)			
1.1	Mobilization costs			
1.2	De-mobilization costs			
1.3	Management and supervision staff (including work permits & benefits)			
	i) Project Manager(s)			
	ii) Site Manager (Superintendents)			
	iii) Safety Manager			
	iv) Cost Manager			
	v) Scheduler			
	vi) LEED Compliance			
	Contractor to add as necessary:			
	vii)			
	viii)			
1.4	Surveys and setting out			
1.5	Solar Shade Shop Drawing/Fabrication Details			
1.6	Office accommodation within the site boundary, including providing all necessary furniture and for cleaning.			
1.7	Site Office Running Costs; phones, internet, photocopying, printing, etc			
1.8	Safety & First Aid Facilities			
1.9	Site security arrangements.			
1.10	Site signs, hoardings, barriers, screens and notices			
1.11	Temporary access facilities within the Works, incl. roads, ramps, walkways, scaffolding			
1.12	Temporary Power			
1.13	Water required during construction			
1.14	Fire fighting and Fire Prevention			
1.15	Quality Control / Quality Assurance			
1.16	Testing & Inspection			
1.17	As Built Drawings, test certificates, operating and maintenance manual.			
1.18	Site cleaning, rubbish collection and disposal			
1.19	Environmental Controls including control of noise, dust, vibration and pollution, storm water management, soil erosion and sediment control			
1.20	Sanitary Facilities during construction			
1.21	Protection of finished work			
1.22	Insurances:-			
	a Construction All Risks			
	b Commercial (Third Party) General Liability			

**ANALYSIS OF PRICING - Division 1 - General Requirements**

Ref	Description	General Conditions		Total
		Fixed Costs \$	Time Related \$	Total
	c National Insurance d Worker's Compensation e Auto (Motor) Liability f Constructional Plant & Equipment g Professional Liability h Performance and Payment Bonds i Advance Payment Bond			
	<b>TOTAL CARRIED TO BID SUMMARY</b>			

<b>SCHEDULE OF UNIT RATES</b>				
<b>No</b>	<b>Description</b>	<b>Unit</b>		
<b>1</b>	<b>SCHEDULE OF UNIT RATES</b>			
1.1	<i>The Schedule of Unit Rates will be used as a basis fo evaluating the cost or credit of authorised changes in the work in accordance with Article 4 of the Owner Contractor Agreement. The prices may also be used to as may be necessary in arriving at payment recommendations of work in progress. The contract shall satisfy himself as to the correctness and sufficiency of the rates and prices stated hereafter, which shall cover all obligations under the conditions of the contract.</i>			
1.2	<i>The method of measurement to be adopted in respect of these unit ratese shall be in accordance with the Principles of Measurement (International) for Works of Construction (June 1979 Edition) published by the Royal Institution of Chartered Surveyors. Units of measurement are imperial.</i>			
1.3	<i>Unless expressly stated to the contrary, all prices shall be for work measured net as fixed and shall include allowances for waste and temporary works.</i>			
1.4	<i>The description given to each item shall be held to include, unless otherwise stated, for all expenses and applicable taxes payable in connection with the landing or shipment of any plant or materials, delivery, unloading, storing, return of packings, handling, hoisting, lowering, all labour setting, fitting and fixing in position, use of plant, establishment charges, overhead and profit. A price or rate is to be entered against each items in the Schedule in Bahamian Dollar Currency. Any item not priced shall be deemed to be have been allowed for in other prices or rates in the Schedule.</i>			
1.5	<i>For description of materials and workmanship refer to the relevant Specification Sections</i>			
<b>Division 2 - SITEWORKS</b>				
2.1	<i>Prices for excavating, filling in and wheeling depositing excavated material shall include for all double handling, wheeling to or from and re-excavation from temporary spoil heaps that may be required.</i>			
2.2	<i>The quantities for excavating, filling in and disposing of excavated materials are arrived at from the net measurements before excavating and allowance must be included in the unit rates for increase in bulk.</i>			
2.3	<i>The prices for excavations shall include for liaising and confirming with utility corporations and the owner the locations fo existing services prior to commencing excavations.</i>			

<b>SCHEDULE OF UNIT RATES</b>				
<b>No</b>	<b>Description</b>	<b>Unit</b>		
1	<b>SCHEDULE OF UNIT RATES</b>			
	<b>Division 2 - SITEWORKS</b>			
	<b><u>Earthworks</u></b>			
2.4	Clear the site for building operations and remove excess materials off site	SF		
2.5	Excavation to depths exceeding 3 feet	CY		
2.6	Excavate for typical continuous footing trench	CY		
2.7	Excavate to reduce levels	CY		
2.8	Excavate for isolated column footings	CY		
2.11	Ditto for elevator footing	CY		
2.12	Selected imported fill compacted as specified under slabs	CY		
2.13	Excavated materials compacted as specified under slabs	CY		
2.14	Return, fill and well ram excavated materials around foundations, columns and bases	CY		
2.15	Ditto around retaining walls	CY		
2.16	Level and prepare bottom of trench and base excavations to receive concrete	CY		
2.17	Apply termite soil concentrate over building area	CY		
2.18	Ditto around perimeter of building	CY		
2.19	Remove surplus excavated materials off site	CY		
2.20	Remove surplus excavated materials to temporary spoil heaps on site	CY		
2.21	Keep all excavations free from water and mud including all necessary temporary drains, baling, pumping etc. the latters continuously if necessary	CY		
2.22	Excavate trenches for MEP services depth not exceeding 3-0ft compact and backfill	CY		

<b>SCHEDULE OF UNIT RATES</b>				
<b>No</b>	<b>Description</b>	<b>Unit</b>		
1	<b>SCHEDULE OF UNIT RATES</b>			
<b>Division 3 CONCRETE</b>				
<b><u>Formwork</u></b>				
3.1	<i>The prices for formwork shall include for the application of an approved mould oil, also for straight cutting and waste, overlaps and passing at angles, strutting, bolting, wedging, easing, striking and removal</i>			
<b><u>Sub-structure</u></b>				
<u>Formwork to the following:</u>				
3.2	Sides of isolated column footings	SF		
3.3	Side of continuous footings	SF		
3.4	Ditto to concrete walls	SF		
3.5	Ditto to stairwell foundations	SF		
3.6	Sides of retaining walls	SF		
<u>Side of Columns described as follows</u>				
3.14	Size 16" x 16"	SF		
3.15	Ditto 10" x 24"	SF		
3.16	Size 12" dia	SF		
3.17	Ditto 18" dia	SF		
<u>Edge of Slab on Grade</u>				
3.18	6" high	LF		
3.19	8" high	LF		
3.20	10" high	LF		

SCHEDULE OF UNIT RATES				
No	Description	Unit		
1	SCHEDULE OF UNIT RATES			
<b>Division 3 CONCRETE Continued</b>				
<u><b>Superstructure</b></u>				
<u><b>Columns</b></u>				
3.21	Size 16" x 16"	SF		
3.22	Ditto 10" x 24"	SF		
3.23	Size 12" dia	SF		
3.24	Ditto 18" dia	SF		
<u><b>Staircases</b></u>				
3.25	Soffits of stairs	SF		
3.26	To treads and risers	SF		
3.27	To stair stringers	SF		
<u><b>Beams (where applicable)</b></u>				
<u>Side of Beams described as follows</u>				
<u>Size:</u>				
3.28	16" x 30"	SF		
<u>Soffits of Beams described as follows</u>				
<u>Size:</u>				
3.29	16" x 30"	SF		
<u><b>Soffits of Suspended slabs</b></u>				
3.30	8" thick	SF		
3.31	9" thick	SF		
3.32	27" thick	SF		
<u><b>Edges of Suspended slabs</b></u>				
3.33	8" thick	LF		
3.34	9" thick	LF		
3.35	27" thick	LF		

SCHEDULE OF UNIT RATES				
No	Description	Unit		
1	SCHEDULE OF UNIT RATES			
<b>Division 3 CONCRETE Continued</b>				
<b><u>Reinforcement</u></b>				
3.36	<i>The prices for reinforcement are to include for all spacers, chairs, bolsters, ties and other devices necessary for the proper placing, supporting and fastening reinforcement in place and also for cutting and waste, bending and tying wire and for securely fixing in positions to avoid displacement during pouring, tamping, rodding and vibratIng.</i>			
3.37	<i>The prices for all concrete accessories shall include for all cutting and waste, end laps and angles and securely fixing in position.</i>			
<b><u>Substructure</u></b>				
<b><u>#3 bars in the following:</u></b>				
3.38	Columns	Lbs		
3.39	Beams	Lbs		
3.40	Footings	Lbs		
3.41	Concrete filled masonry walls	Lbs		
3.42	In walls	Lbs		
3.43	In grade slabs	Lbs		
3.44	In suspended slabs	Lbs		
<b><u># 4 bars in the following:</u></b>				
3.45	Columns	Lbs		
3.46	Beams	Lbs		
3.47	Footings	Lbs		
3.48	Concrete filled masonry walls	Lbs		
3.49	In walls	Lbs		
3.50	In grade slabs	Lbs		
3.51	In suspended slabs	Lbs		
<b><u># 5 bars in the following:</u></b>				
3.52	Columns	Lbs		
3.53	Beams	Lbs		
3.54	Footings	Lbs		
3.55	Concrete filled masonry walls	Lbs		
3.56	In walls	Lbs		
3.57	In grade slabs	Lbs		
3.58	In suspended slabs	Lbs		
<b><u># 6 bars in the following:</u></b>				
3.59	Columns	Lbs		
3.60	Beams	Lbs		
3.61	In walls	Lbs		
3.62	In suspended slabs	Lbs		
3.63	In staircases	Lbs		

SCHEDULE OF UNIT RATES				
No	Description	Unit		
1	SCHEDULE OF UNIT RATES			
<b>Division 3 CONCRETE Continued</b>				
<b>Superstructure Reinforcement</b>				
<i># 3 bars in the following:</i>				
3.64	Columns	Lbs		
3.65	Beams			
3.66	In walls	Lbs		
3.67	In suspended slabs	Lbs		
3.68	In staircases	Lbs		
<i># 4 bars in the following:</i>				
3.69	Columns	Lbs		
3.70	Beams	Lbs		
3.71	In walls	Lbs		
3.72	In suspended slabs	Lbs		
3.73	In staircases	Lbs		
<i># 5 bars in the following:</i>				
3.74	Columns	Lbs		
3.75	Beams	Lbs		
3.76	In walls	Lbs		
3.77	In suspended slabs	Lbs		
3.78	In staircases	Lbs		
<i># 6 bars in the following:</i>				
3.79	Columns	Lbs		
3.80	Beams	Lbs		
3.81	In walls	Lbs		
3.82	In suspended slabs	Lbs		
3.83	In staircases	Lbs		



<b>SCHEDULE OF UNIT RATES</b>				
<b>No</b>	<b>Description</b>	<b>Unit</b>		
1	<b>SCHEDULE OF UNIT RATES</b>			
	<b>Division 3 CONCRETE Continued</b>			
	<b>CONCRETE</b>			
	<i>Prices for concrete work where described to be packed around reinforcement are to include for carefully tamping, rodding and/or vibrating</i>			
	<i>The prices for all concrete accessories shall include for all cutting and waste, end laps and angles and securely fixing in position.</i>			
	<i>Substructure</i>			
	<u>Concrete as described filled into formwork and packed around reinforcement</u>			
3.84	Columns (4,500 psi)	CY		
3.86	Footings (4,000 psi)	CY		
3.88	In walls (5,000 psi)	CY		
3.89	In grade slabs (4,000 psi)	CY		
	<b>Superstructure</b>			
	<u>Concrete as described filled into formwork and packed around reinforcement</u>	CY		
3.90	Columns (4,500 psi)	CY		
3.91	Beams (5,000 psi)	CY		
3.92	In walls (5,000 psi)	CY		
3.93	In suspended slabs (5,000 psi)	CY		
3.94	In staircases (5,000 psi)	CY		
	<i>Accessories and finishes</i>			
3.95	Smooth float finish to surface of concrete slabs	SF		
3.96	Steel trowel finish to surface of concrete bed	SF		
3.97	Expansion joints in slabs	LF		

<b>SCHEDULE OF UNIT RATES</b>				
<b>No</b>	<b>Description</b>	<b>Unit</b>		
1	<b>SCHEDULE OF UNIT RATES</b>			
<b>Division 4 MASONRY</b>				
4.1	<i>The prices for blockwork are to include for all templates, straight cutting and waste, bonding at angles and intersections, coursing up to cills, wedging and pinning to soffits, forming reveals for door and window openings, bedding plates etc in mortar and for plumbing at angles.</i>			
4.2	Make up openings for external doors and windows	LF		
4.3	8" CMU wall built around reinforcement in foundations	SF		
4.4	8" CMU wall	SF		

SCHEDULE OF UNIT RATES				
No	Description	Unit		
1	SCHEDULE OF UNIT RATES			
<b>Division 5 METALS</b>				
<i>Item</i>	<i>Framed Structural Steelwork</i>			
	The prices for steelwork shall include for all bolts, holding down bolts, gussets, plates, clips, shop priming, all touching-up, gussets, plates, clips, shop priming, all touching-up, defects and abrasions after erection and for all welds, notches and cutting			
	<b>Structural Steel</b>			
5.1	<u>To be determined</u>			
	<b>Handrails and Railings</b>			
5.2	Main Stair glass railings - Straight	LF		
5.3	Ditto - Raking	LF		
5.4	Main Stair handrails - Straight	LF		
5.5	Ditto - Raking	LF		
5.6	Escape Stair 01 metal railings - Straight	LF		
5.7	Ditto - Raking	LF		
5.8	Main Stair handrails - Straight	LF		
5.9	Ditto - Raking	LF		
5.10	Escape Stair 02 metal railings - Straight	LF		
5.11	Ditto - Raking	LF		
5.12	Main Stair handrails - Straight	LF		
5.13	Ditto - Raking	LF		
5.14	Roof Access Stair metal railings - Straight	LF		
5.15	Ditto - Raking	LF		
5.16	Main Stair handrails - Straight	LF		
5.17	Ditto - Raking	LF		
5.18	Exterior Stair and Ramp1 metal railings - Straight	LF		
5.19	Ditto - Raking	LF		
5.20	2" dia. white E.S.P finish alumn. railing fixed to side of parapet wall	LF		

SCHEDULE OF UNIT RATES				
No	Description	Unit		
1	SCHEDULE OF UNIT RATES			
<b>Division 6 WOODS AND PLASTICS</b>				
<b>6.1</b>	<b>Rough Carpentry</b> <i>The prices for carpentry are to include for fixing with nails unless otherwise described and all scribing, splaying, notching, halving to other timbers, morticing, tenoning, wedging and other sundry labours required. Any pre-fabricated roof truss system proposed by the contractor is subject to structural review and approval and prices for members shall include all necessary galvanised metal plate connectors and nailing.</i>			
6.1.1	2" x 4" framing in beam enclosures and soffits	LF		
6.1.2	Plywood sheathing in soffits as described	SF		
<b>6.2</b>	<b>Finish Carpentry</b> <i>Prices for all finished carpentry installation to include for fixing with nails unless otherwise specified and for pellating, punching-in and puttying of heads etc. Prices for trim, base, rails etc. are to include for all short lengths, fitted ends, mitres, irregular mitres, returned ends and the like.</i>			
	<b>Decorative Wood Trim</b>			
6.2.1	Brass Baseboard	LF		
<b>6.3</b>	<b>Cabinetwork</b> <i>Supply and Installation of the Owner Supplied fixed in place cabinetwork as described including countertops and vanity units as specified and detailed on the bid drawings</i>			
	Restroom Vanites Size:			
6.3.1	1'-8" wide x 10'-0" long	item		

<b>SCHEDULE OF UNIT RATES</b>				
<b>No</b>	<b>Description</b>	<b>Unit</b>		
1	<b>SCHEDULE OF UNIT RATES</b>			
<b>Division 7 THERMAL AND MOISTURE PROTECTION</b>				
	Prices for flat roofing shall include all flashings, fasteners, clips, raking and straight cutting, internal and external corner pieces and manufacturers recommended sealants and gaskets.			
7.1	Carlisle "Fleeceback" TPO white on black 135 mils. membrane on 5/8" USG Securock gysum fiber roof board overpolyiso R19 staggered secure to concrete slab with Carlisle fastener & seam plate	SF		
7.2	Carlisle sheet metal coping	LF		
7.3	Carlisle "Feedback" TPO white on black 135 mils. Membrane up the wall face and under metal coping.	SF		
<b><u>Insulation</u></b>				
7.4	Batt insulation in partitions			
7.4.1	4" thick	SF		
7.4.2	1 5/8" thick	SF		
7.4.3	6" sound attenuating insulation	SF		
7.4.4	12" sound attenuating insulation	SF		
<b><u>Copper gutters and downspouts as specified</u></b>				
7.5	Nelson roof scupper by majestic water spouts alumn. to be 8 gauge min.	No.		

<b>SCHEDULE OF UNIT RATES</b>				
<b>No</b>	<b>Description</b>	<b>Unit</b>		
1	<b>SCHEDULE OF UNIT RATES</b>			
8	<b>DOORS AND WINDOWS</b> <i>Doors as specified including lintels, frames, apertures in walls, metal decorative trim</i>			
	<b>Exterior Doors Continued</b>			
	<u>Glazed</u>			
	Type 4 - US Bullet Proofing (DD) USA 1000; Level 5 Ballistic Rating; 2hr Fire Rating			
	Size:			
8.1	72" x 84" x 1 3/4"	No.		
	Type 5 - Door-Curtain-Wall-Single-Glass; Tempered Glass			
	Size:			
8.2	36" x 96" x 1"	No.		
8.3	36" x 120" x 1"	No.		
	Type 6 - Kawneer 1600 Hurricane Resistance With LMI Rated Glass			
	Size:			
8.4	49" x 96 3/16"	No.		
	<u>Prefinished Solid Core Wood Door</u>			
	Type 12 - Panel-Double-Flush; Trudoor Company With Transom; 90min Fire Rating			
	Size:			
8.5	48" x 96" x 1 3/4"	No.		
	<u>Metal Doors</u>			
	Type 17 - Pedestrian Turnstile Gate; Full_Height_Turnstile-Boon_Edam-TurnLock_200_EL			
	Size:			
8.6	72" x 89" x 2"	No.		
	Type 24 - Dumpster_enclosure_door_2504; Lockable Gates			
	Size:			
8.7	103 1/2" x 108" x 1"	No.		

<b>SCHEDULE OF UNIT RATES</b>				
<b>No</b>	<b>Description</b>	<b>Unit</b>		
1	<b>SCHEDULE OF UNIT RATES</b>			
8	<b>DOORS AND WINDOWS Continued</b>			
	<b>Exterior Doors Continued</b>			
	<u>Overhead Doors</u>			
	Type 19 - Overhead Door FR; Overhead Door Fire King Md. 630 ; 3hr Fire Rating			
	Size:			
8.8	144" x 180" x 3"	No.		
	Type 19 - Ambico Bulletproof Roll Up Door; Ambico Door BB; Level 5 Ballistic Rating; 2hr Fire Rating			
	Size:			
8.9	144" x 120" x 3"	No.		
	Type 21 - Ambico Bulletproof Roll Up Door; Ambico Door BB; Level 5 Ballistic Rating; 2hr Fire Rating			
	Size:			
8.10	168" x 204" x 3"	No.		
	Type 23 - Ambico Bulletproof Roll Up Door; Ambico Door BB; Level 5 Ballistic Rating; 2hr Fire Rating			
	Size:			
8.11	144" x 168" x 3"	No.		

<b>SCHEDULE OF UNIT RATES</b>				
<b>No</b>	<b>Description</b>	<b>Unit</b>		
1	<b>SCHEDULE OF UNIT RATES</b>			
8	<b>DOORS AND WINDOWS Continued</b>			
	<b>Interior Doors</b>			
	<u>Glazed</u>			
	Type 1 - US Bullet Proofing USAD 1000; Level 5 Ballistic Rating; 2hr Fire Rating			
	Size:			
8.12	36" x 96" x 1 3/4"	No.		
	Type 1 - U S Bullet Proofing (FV) USAD 1000; Level 5 Ballistic Rating; 90min Fire Rating			
	Size:			
8.13	36" x 96" x 1 3/4"	No.		
	Type 3 - US Bullet Proofing (OP) USA 1000; Level 5 Ballistic Rating; 2hr Fire Rating			
	Size:			
8.14	36" x 96" x 1 3/4"	No.		
	Type 22 - U.S. Bullet Proofing Door with Opaque ; Level 5 Ballistic Rating; 2hr Fire Rating			
	Size:			
8.15	48" x 84" x 1 3/4"	No.		
	Type 14 - HORTON AUTOMATICS BALLISTIC GLASS DOOR -Revolving-Full Glass-Metal			
	Size:			
8.16	76" x 96 1/4" x 1 3/4"	No.		
	Type 16 - Mc Master Carr 2 way swing single door			
	Size:			
8.17	36" x 84" x 1 7/8"	No.		
	<u>Non-Glazed</u>			
	<u>Metal Doors</u>			
	Type 7 - Door-Passage-Double-Flush;Trudoor Company; 3hr Fire Rating			
	Size:			
8.18	72" x 84" x 1 3/4"	No.		
	Type 8 - Single-Flush;Trudoor Company; 3hr Fire Rating			
	Size:			
8.19	30" x 80" x 1 3/4"	No.		



<b>SCHEDULE OF UNIT RATES</b>				
<b>No</b>	<b>Description</b>	<b>Unit</b>		
1	<b>SCHEDULE OF UNIT RATES</b>			
8	<b>DOORS AND WINDOWS Continued</b>			
	<b>Interior Doors Continued</b>			
	<u>Non-Glazed</u>			
	<u>Metal Doors</u>			
	Type 8 - Single-Flush;Trudoor Company; 90min Fire Rating			
	Size:			
8.20	30" x 80" x 1 3/4"	No.		
	Type 9 - Door-Passage-Single-Flush MTL;Trudoor Company; 3hr Fire Rating			
	Size:			
8.21	36" x 84" x 1 3/4"	No.		
	<u>Wood Door - Mineral Core</u>			
	Type 10 - Door-Passage-Single-Flush;Trudoor Company; 90min Fire Rating			
	Size:			
8.22	36" x 84" x 1 3/4"	No.		
	Type 11 - 10' Panel-Single-Flush; Trudoor Company With Transom; 90min Fire Rating			
	Size:			
8.23	36" x 96" x 1 3/4"	No.		
	Type 13 - 10' Panel-Double-Flush; Trudoor Company With Transom; 2hr Fire Rating			
	Size:			
8.24	72" x 96" x 1 3/4"	No.		
	<u>Overhead Doors</u>			
	Type 18 - Overhead Door FR; Overhead Door Fire King Md. 631 ; 3hr Fire Rating			
	Size:			
8.25	96" x 96" x 2"	No.		
	Type 18 - Ambico Bulletproof Roll Up Door; Ambico Door BB; Level 5 Ballistic Rating; 2hr Fire Rating			
	Size:			
8.26	96" x 96" x 2"	No.		
8.27	108" x 120" x 3"	No.		

<b>SCHEDULE OF UNIT RATES</b>				
<b>No</b>	<b>Description</b>	<b>Unit</b>		
1	SCHEDULE OF UNIT RATES			
8	DOORS AND WINDOWS Continued			
	Window as specified including lintels, frames, insect screens, apertures in walls, metal decorative trim			
	<u>Exterior Glazing</u>			
	Kawneer 1600 Wall System 1			
	Size:			
8.28	Window # 112 - 31'-10" width x 12'-5" height	No.		
8.29	Window # 172 - 11'-1" width x 10'-0" height	No.		
8.30	Window # 130 - 2'-0" width x 33'-10 1/2" height	No.		
8.31	Window # 308 - 2'-0" width x 6'-10 1/2" height	No.		
	<u>Kawneer OptiQ AA 4325</u>			
	Size:			
8.32	Window # 112 - 31'-10" width x 12'-5" height	No.		
	<u>Interior Glazing</u>			
	<u>Teknion Focus</u>			
	Size:			
8.33	Window # 164 - 12'-7 3/4" width x 10'-0" height	No.		

<b>SCHEDULE OF UNIT RATES</b>				
No	Description	Unit		
1	<b>SCHEDULE OF UNIT RATES</b>			
<b>Division 9 FINISHES</b>				
<b><u>Non Loadbearing Wall Framing Systems</u></b>				
Prices for wall framing systems to include for all free ends, abutments, intersections and ends fixed to masonry or concrete				
<i>Steel stud framing</i>				
9.1	3 5/8" partition with studs, continuous base and head tracks fixed to masonry/concrete backgrounds including any shimming and additional framing	SF		
9.2	Ditto - 6" (G-90) MTL studs @ 16" o/c	SF		
9.2	Ditto - 7/8" GALV. (G-90) MTL furring	SF		
9.3	2X4 G90 MTL . framing @ 24" O.C.	SF		
<b><u>Plaster as specified</u></b>				
Prices for plastering are to include for any necessary hacking or the application of an approved bonding agent; also for temporary screeds, rules, arrises, making good to door and window frames, fair edges next to differing wall surfaces, base trim and wall tiling and after all trades.				
<b><u>Internal plaster to the following:</u></b>				
9.3	3/4" thick (3 coat) stucco finish	SF		
<b><u>External plaster to the following:</u></b>				
9.4	3/4" thick (3 coat) stucco finish	SF		
<b><u>Gypsum Board and Framing</u></b>				
9.5	5/8" gypsum wallboard type "X", firecode wall lining fixed to metal or wood studs or furrings	SF		
9.6	Mold resistant paperless sheet rock wall lining fixed to metal or wood studs or furrings	SF		
9.7	5/8" durock wallboard wall lining fixed to metal or wood studs or furrings	SF		
9.8	5/8" firecode ceiling lining fixed to metal ceiling framing	SF		
9.9	1/2" M.R. sheetrock on 2x4 G90 MTL . framing @ 24" o.c.	SF		
9.10	Ceiling framing - depth of suspension 18"-24" to concrete or steel structure	SF		
9.11	Ceiling framing - depth of suspension 24"-36" to ditto	SF		
9.12	Level 4 finish to gypsum wallboarding	SF		
9.13	Level 5 finish to gypsum wallboarding	SF		

SCHEDULE OF UNIT RATES				
No	Description	Unit		
1	SCHEDULE OF UNIT RATES			
<b>Division 9 FINISHES Continued</b>				
<b><u>Tile- material and installation including contractor supply of setting and grout materials, sealing tiles and protecting works as specified including anti-crack membrane as necessary to the following:</u></b>				
<i>Internal Tiling</i>				
<i>Floors</i>				
9.14	48" x 48" x 3/4" thick Coralina cut stone	SF		
<i>Walls</i>				
9.15	12" x 24" cut wite Coralina cut stone	SF		
<b>External Tiling installation as described above.</b>				
9.16	Pavers on and including sand base on compacted fill	SF		
9.17	Ditto on and including concrete sub base	SF		
9.18	Stone border on and including concrete base	LF		
<b>Acoustical Ceilings</b>				
9.19	Armstrong Calla Health Zone Air assure 2' x 2' lay-in ceiling tiles in alumn. grid	SF		
9.20	Armstrong Metalworks Linear - curve DGS system - ceiling planks in alumn. grid	SF		
9.21	Armstrong Formations Cloud Kit - 8' x 8' square tiles on suspended grid	SF		
<b>Flooring</b>				
9.22	SSPHERE8 BRECCIASPHERE BLEND resin floor	SF		
9.23	SSPHERE8 mineral wall and floor finish 01	SF		
9.24	SSPHERE8 FORUMSPHERE commercial flooring in motion zinc	SF		
9.25	SSPHERE8 mineral wall and floor finish in motion agate	SF		
9.26	Stonhard Stonlux self-leveling epoxy flooring	SF		
9.27	Shaw Contract Assets face to face carpet tile	SF		
9.28	Shaw Contract Assets linen carpet tile	SF		
9.29	Access Floor as per specifications	SF		
<b>Wood decorative panelling and cladding</b>				
9.29	Matte laminate panels	SF		
9.30	Natural oak veneer	SF		

<b>SCHEDULE OF UNIT RATES</b>				
<b>No</b>	<b>Description</b>	<b>Unit</b>		
1	<b>SCHEDULE OF UNIT RATES</b>			
	<b>Division 9 FINISHES Continued</b>			
	<b>Paint</b>			
	Prices for paintwork are to include for all preparatory cleaning of surfaces and for executng samples of tints, shades and textures for selection and approval as may be required.			
	<b>Internally</b>			
	<u>Prepare and paint one coat latex primer and 2 coats finish on the following surfaces:</u>			
9.31	Sheetrock walls	SF		
9.32	Do. to ceilings	SF		
	<u>Prepare and paint 3 coat finish on the following surfaces:</u>			
9.33	Interior non-galvanized ferrous metals	SF		
	<u>Prepare and paint one coat enamel primer and 2 coats semi-gloss enamel finish on the following surfaces:</u>			
9.34	General wood surfaces	SF		
9.35	Wood flush doors	SF		
9.36	Wood panelling	SF		
9.37	Wood trim	SF		
	<b>Externally</b>			
	<u>Prepare and paint one coat latex primer and 2 coats acrylic latex finish on the following surfaces:</u>			
9.35	Cement plaster walls	SF		
	<u>Prepare and paint one coat enamel primer and 2 coats semi-gloss enamel finish on the following surfaces:</u>			
9.36	General wood surfaces	SF		
9.37	Wood flush doors	SF		
9.38	Wood panelling	SF		
9.39	Wood trim	SF		
	<u>Prepare and paint 3 coat finish on the following surfaces:</u>			
9.40	Exterior non-galvanized ferrous metals	SF		

SECTION 4 - SCHEDULES			DIVISION 15: HVAC PROJECT: PROPOSED CBOB CASH CENTRE				
SUB:		DATE:	MATERIAL		LABOUR		Total Rate
ITEM	DESCRIPTION	MANUFACTURER	Unit	Rate	Unit	Rate	
M.001	HVAC General:						
	Miscellaneous Accessories						
M.002	Refrigeration:						
M.003	Air Movement:						
	Contractor to list:						
	Supply Air Fans		EA				
	Exhaust Air Fans		EA				
M.004	Ductwork:						
	Galvanized Sheet Metal		SF				
	Insulation		SF				
	Liner		SF				
	Flex Connection		EA				
	Flex Duct - 12"		LF				
	Flex Duct - 10"		LF				
	Flex Duct - 8"		LF				
	Flex Duct - 6"		LF				
	Flex Duct - 4"		LF				
	Sound Attenuation Section						
M.005	Air Distribution:						
	Ceiling Registers		EA				
	Return Air Grilles		EA				
	Exhaust Registers		EA				
	Door Grilles		EA				
M.006	Controls:						
	Volume Dampers		EA				
	Thermostats		EA				
	Humidistats		EA				
	Electronic Time Clocks		EA				
M.007	Accessories:						

SECTION 4 - SCHEDULES			DIVISION 15: HVAC PROJECT: PROPOSED CBOB CASH CENTRE				
SUB:		DATE:	MATERIAL		LABOUR		Total Rate
ITEM	DESCRIPTION	MANUFACTURER	Unit	Rate	Unit	Rate	
	Fire Dampers		EA				
	Pleated Filters		EA				
	Duct Smoke Detectors		EA				
	Pipe Insulation		EA				
	Collars/Vanes/Ext.		EA				
	U/V Lights		EA				
M.008	PipeWork						
	1/2"		LF				
	3/4"		LF				
	1"		LF				
	1 1/4"		LF				
	1 1/2"		LF				
	2"		LF				
	2 1/2"		LF				
	3"		LF				
M.009	PipeWork						
	1/2"		LF				
	3/4"		LF				
	1"		LF				
	1 1/4"		LF				
	1 1/2"		LF				
	2"		LF				
	2 1/2"		LF				
	3"		LF				
M.010	PipeWork Sched. 40 PVC						
	1/2"		LF				
	3/4"		LF				
	1"		LF				
	1 1/4"		LF				
	1 1/2"		LF				
	2"		LF				
	2 1/2"		LF				
	3"		LF				
	4"		LF				
	6"		LF				

SECTION 4 - SCHEDULES			DIVISION 15: HVAC PROJECT: PROPOSED CBOB CASH CENTRE				
SUB:		DATE:	MATERIAL		LABOUR		Total Rate
ITEM	DESCRIPTION	MANUFACTURER	Unit	Rate	Unit	Rate	
M.017	Labour(NOR/OT):						
	Labourer		HR				
	Helper		HR				
	Mechanic		HR				
	Mechanic Semi Skilled		HR				
	Foreman		HR				
	Superintendent		HR				
	Special		HR				
M.018	Test & Balance						
	Start-Up						
	Pressure-Test						
	Controls						
	Commissioning						
General Notes: 1. Contractor to provide all items necessary for a complete installation(fans to incl. curb) 2. Contractor to supply information relevant to the project under construction. 3. Any ambiguity in the documentation to be brought to the engineer's attention. 4. Unit prices to form the basis for contract variations. Lump sums acceptable as app.					Cost Summary: Allowances: PC Sums: General ATT.(GC): Mark Up(GC): Total Sub-Cont:		
OSOI = Owner Supplied Owner Installed OSCI = Owner Supplied Contractor Installed CSCI = Contractor Supplied Contractor Installed CSOI = Contractor Supplied Owner Installed PC Sum = Provisional Sum - Q.S.							



SECTION 4 - SCHEDULES			DIVISION 15: PLUMBING PROJECT: PROPOSED CBOB CASH CENTRE				
SUB:		DATE:	MATERIAL		LABOUR		Total Rate
ITEM	DESCRIPTION	MANUFACTURER	Unit	Rate	Unit	Rate	
P.001	Plumbing General:						
	Miscellaneous Accessories						
P.002	Service:						
	Utility to Meter						
P.003	Pumps:						
	Circulating						
	Booster						
P.004	Drains:						
	Area						
	Balcony Trench						
	Floor						
	Disposal Well						
	Site Drainage						
P.005	Non-Pressure Vessels:						
	Water Storage Tank Trim						
	Oil Interceptor						
	Other						
P.006	Pressure Vessels:						
	Water Heaters						
	Pneumatic Tanks						
	Other						
P.007	PipeWork (Typ "L")						
	1/2"						
	3/4"						
	1"						
	1 1/4"						
	1 1/2"						
	2"						
	2 1/2"						
	3"						

SECTION 4 - SCHEDULES			DIVISION 15: PLUMBING PROJECT: PROPOSED CBOB CASH CENTRE				
SUB:		DATE:	MATERIAL		LABOUR		Total Rate
ITEM	DESCRIPTION	MANUFACTURER	Unit	Rate	Unit	Rate	
P.008	PipeWork (Typ "K")						
	1/2"						
	3/4"						
	1"						
	1 1/4"						
	1 1/2"						
	2"						
	2 1/2"						
	3"						
P.009	PipeWork Sched. 40 PVC						
	1/2"						
	3/4"						
	1"						
	1 1/4"						
	1 1/2"						
	2"						
	2 1/2"						
	3"						
	4"						
	6"						
	8"						
P.010	PipeWork Sched. 40 Steel						
	1/2"						
	3/4"						
	1"						
	1 1/4"						
	1 1/2"						
	2"						
	2 1/2"						
	3"						
	4"						
	6"						
	8"						

SECTION 4 - SCHEDULES			DIVISION 15: PLUMBING PROJECT: PROPOSED CBOB CASH CENTRE				
SUB:		DATE:	MATERIAL		LABOUR		Total Rate
ITEM	DESCRIPTION	MANUFACTURER	Unit	Rate	Unit	Rate	
P.011	PipeWork Sched. 80 PVC						
	1/2"						
	3/4"						
	1"						
	1 1/4"						
	1 1/2"						
	2"						
	2 1/2"						
	3"						
	4"						
	6"						
P.012	Spare						
P.013	Spare						
P.014	Valve (Gate):						
	1/2"						
	3/4"						
	1"						
	1 1/4"						
	1 1/2"						
	2"						
	2 1/2"						
	3"						
	4"						
	6"						
P.015	Valve (Check):						
	1/2"						
	3/4"						
	1"						
	1 1/4"						
	1 1/2"						
	2"						
	2 1/2"						
	3"						

SECTION 4 - SCHEDULES			DIVISION 15: PLUMBING PROJECT: PROPOSED CBOB CASH CENTRE				
SUB:		DATE:	MATERIAL		LABOUR		Total Rate
ITEM	DESCRIPTION	MANUFACTURER	Unit	Rate	Unit	Rate	
	4"						
	6"						
P.016	Plumbing Fixtures:						
	Emergency Eye Wash (EW-1)						
	Hose Bibb (HB-1)						
	Food Service Hand Sink, Provided By Others Final Connections By The Plumbing Contractor (HS)						
	Mop Basin 24"X24" (JS-1)						
	Food Service Prep Sink, Provided By Others Final Connections By The Plumbing Contractor (KS-1)						
	Food Service Washing Sink, Provided By Others Final Connections By The Plumbing Contractor (KS-2)						
	Lavatory - Back Of House Wall Mount, Plug-In Transformer, ADA & Non ADA (L-1)						
	Lavatory - Front Of House Wall Mount, Battery Powered, ADA & Non-ADA (L-2)						
	Lavatory - Front Of House Wall Mount, Battery Powered, ADA & Non-ADA (L-3)						
	Lavatory - Front Of House Wall Mount, Battery Powered, ADA & Non-ADA (L-4)						
	Roof Hydrant (RH-1)						
	Sink - Security Area (S-1)						
	Sink - Coffee Station (S-2)						

SECTION 4 - SCHEDULES			DIVISION 15: PLUMBING PROJECT: PROPOSED CBOB CASH CENTRE				
SUB:		DATE:	MATERIAL		LABOUR		Total Rate
ITEM	DESCRIPTION	MANUFACTURER	Unit	Rate	Unit	Rate	
	Sink - First Floor Lobby (S-3)						
	Shower - ADA & Non-ADA (SH-1)						
	Electronic Trap Primer Valve (TP-1)						
	Electronic Trap Primer Valve (TP-2)						
	Electronic Trap Primer Valve (TP-3)						
	Electronic Trap Primer Valve (TP-4)						
	Electronic Trap Primer Valve (TP-5)						
	Electronic Trap Primer Valve (TP-6)						
	Electronic Trap Primer Valve (TP-7)						
	Electronic Trap Primer Valve (TP-8)						
	Electronic Trap Primer Valve (TP-9)						
	Urinal Battery Operated, Wall Mounted, See Arch Plans For Mounting Height. (U-1)						
	Water Closet Battery Operated, Floor Mounted, ADA Height. (WC-1)						
	Wall Hydrant (WH-1)						
P.017	Solar Installation - by Owner						
P.018	Miscellaneous						
	Valve Boxes						
	Soak-a-way						
	Dry Well						

SECTION 4 - SCHEDULES			DIVISION 15: PLUMBING PROJECT: PROPOSED CBOB CASH CENTRE				
SUB:		DATE:	MATERIAL		LABOUR		Total Rate
ITEM	DESCRIPTION	MANUFACTURER	Unit	Rate	Unit	Rate	
P.019	Labour(NOR/OT):						
	Labourer						
	Helper						
	Mechanic						
	Plumber						
	Foreman						
	Superintendent						
	Special						
P.020	Test & Balance						
	Start-Up						
	Pressure-Test						
	Controls						
	Commissioning						
General Notes: 1. Contractor to provide all items necessary for a complete installation(fans to incl. curb) 2. Contractor to supply information relevant to the project under construction. 3. Any ambiguity in the documentation to be brought to the engineer's attention. 4. Unit prices to form the basis for contract variations. Lump sums acceptable as app. OSOI = Owner Supplied Owner Installed OSCI = Owner Supplied Contractor Installed CSCI = Contractor Supplied Contractor Installed CSOI = Contractor Supplied Owner Installed PC Sum = Provisional Sum - Q.S.					Cost Summary: Allowances:  Fixed  General ATT.(GC):  Mark Up(GC):  Total Sub-Cont:		

SECTION 4 - SCHEDULES			DIVISION 16: ELECTRICAL PROJECT: PROPOSED CBOB CASH CENTRE				
SUB:		DATE:	MATERIAL		LABOUR		Total Rate
ITEM	DESCRIPTION	MANUFACTURER	Unit	Rate	Unit	Rate	
1	RACEWAYS (PVC)						
1.1	1/2" diam.		lf				
1.2	3/4" diam.		lf				
1.3	1" diam.		lf				
1.4	1 1/4" diam		lf				
1.5	1 1/2" diam		lf				
1.6	2" diam		lf				
1.7	3" diam		lf				
1.8	4" diam		lf				
1.9	5" diam		lf				
1.10	6" diam		lf				
2	RACEWAYS (EMT)						
2.1	1/2" diam.		lf				
2.2	3/4" diam.		lf				
2.3	1" diam.		lf				
2.4	1 1/4" diam		lf				
2.5	1 1/2" diam		lf				
2.6	2" diam		lf				
2.7	3" diam		lf				
2.8	4" diam		lf				
2.9	5" diam		lf				
2.10	6" diam		lf				
3	RACEWAYS (GALV)						
3.1	1/2" diam.		lf				
3.2	3/4" diam.		lf				
3.3	1" diam.		lf				
3.4	1 1/4" diam		lf				
3.5	1 1/2" diam		lf				
3.6	2" diam		lf				
3.7	3" diam		lf				
3.8	4" diam		lf				
3.9	5" diam		lf				
3.10	6" diam		lf				
4	WIRE (THW/THHN)						
4.1	AWG 14		lf				
4.2	AWG 12		lf				
4.3	AWG 10		lf				

SECTION 4 - SCHEDULES			DIVISION 16: ELECTRICAL PROJECT: PROPOSED CBOB CASH CENTRE				
SUB:		DATE:	MATERIAL		LABOUR		Total Rate
ITEM	DESCRIPTION	MANUFACTURER	Unit	Rate	Unit	Rate	
4.4	AWG 8		lf				
4.5	AWG 6		lf				
4.6	AWG 4		lf				
4.7	AWG 2		lf				
4.8	AWG 1		lf				
4.9	AWG 1/0		lf				
4.10	AWG 2/0		lf				
4.11	AWG 3/0		lf				
4.12	AWG 4/0		lf				
4.13	205 MCM		lf				
4.14	300 MCM		lf				
4.15	350 MCM		lf				
4.16	400 MCM		lf				
4.17	500 MCM		lf				
4.18	750 MCM		lf				
4.19	1000 MCM		lf				
5	WIRING DEVICES						
5.1	Switch - 1 pole		ea				
5.2	Switch - 3 way		ea				
5.3	Switch - 4 way		ea				
5.4	Switch - toggle		ea				
5.5	Duplex - 15A		ea				
5.6	Duplex - 20A		ea				
5.7	Duplex - 20A-GFI		ea				
5.8	Duplex - 20A-Floor		ea				
5.9	Junction box - ceiling		ea				
5.10	Junction box - floor		ea				
5.11	Water level sensor		ea				
5.12	Heater		ea				
6	FIRE ALARM						
6.1	MFAP		ea				
6.2	Annunciators		ea				
6.3	Detectors		ea				
6.4	Horn/Strobe		ea				
6.5	Pull Stations		ea				
6.6	Dry Contacts		ea				
6.7	Auxiliaries		ea				
6.8	Empty Conduit		ft				



SECTION 4 - SCHEDULES			DIVISION 16: ELECTRICAL PROJECT: PROPOSED CBOB CASH CENTRE				
SUB:		DATE:	MATERIAL		LABOUR		Total Rate
ITEM	DESCRIPTION	MANUFACTURER	Unit	Rate	Unit	Rate	
7	TELEPHONE						
7.1	Cabinets		ea				
7.2	Conduit		lf				
7.3	Outlet		ea				
7.4	Wire		lf				
8	LIGHT FIXTURES						
8.1	Installation of fixtures as specified		sum				
9	Labour(NOR/OT):						
9.1	Labourer		HR				
9.2	Helper		HR				
9.3	Mechanic		HR				
9.4	Mechanic Semi Skilled		HR				
9.5	Foreman		HR				
9.6	Superintendent		HR				
9.7	Special		HR				
	Test & Balance						
	Start-Up						
	Test						
	Controls						
	Commissioning						
General Notes:					Cost Summary:		
1. Contractor to provide all items necessary for a complete installation(fans to incl. curb)					Allowances:		
2. Contractor to supply information relevant to the project under construction.					PC Sums:		
3. Any ambiguity in the documentation to be brought to the engineer's attention.					General ATT.(GC):		
4. Unit prices to form the basis for contract variations. Lump sums acceptable as app.					Mark Up(GC):		
					Total Sub-Cont:		
OSOI = Owner Supplied Owner Installed OSCI = Owner Supplied Contractor Installed CSCI = Contractor Supplied Contractor Installed CSOI = Contractor Supplied Owner Installed PC Sum = Provisional Sum - Q.S.							

**SECTION FOUR**

DIVISION 0 CONTRACTING REQUIREMENTS  
SPECIFICATIONS

TABLE OF CONTENTS

Section Title

CONTRACT MANUAL TABLE OF CONTENT

CONTRACTING REQUIREMENTS

00 501 Agreement - AIA Stipulated Sum  
00 701 General Conditions - AIA Stipulated Sum

AGREEMENT - AIA

1.1 SUMMARY

- A. Document Includes:
  - 1. Agreement – AIA Document 101 and 201 - 2017.

1.2 AGREEMENT

- A. AIA Document A101-2017, Standard Form of Agreement Between Owner and Contractor where the basis of Payment is a Lump Sum.
- B. A201-2017 General Conditions of the Contract for Construction.
- C. The Contractor is referred to the Standard Form of Agreement contained heretofore and is to include in the Contract for any sum he may require for complying with the Articles of this agreement.
- D. In order to receive the advance payment, the Contractor shall deliver to the Owner an advance payment bond in form which is callable upon demand and which similar to the A312 Performance Bond identified in this Agreement, and which is acceptable to the Owner.
- E. The Cost of the Bonds is to be included in the Contractors Contract Sum
- F. The Owner may require that two Sureties execute each bond.

END OF DOCUMENT