



CITY OF SOUTH BEND

BOARD OF PUBLIC WORKS

May 12, 2026

Mr. Mathieu D. Doyle
DLZ Indiana, LLC
2211 East Jefferson Boulevard
South Bend, Indiana, 46615
mdoyle@dlz.com

RE: Amendment No. 2 to Professional Services Agreement

Dear Mr. Doyle:

At its May 12, 2026 meeting, the Board of Public Works approved the above referenced Amendment No. 2 for Construction Administration Services for the Kennedy Park Renovation, Project No. 123-008 in the amount of \$284,500.

Enclosed please find a copy of Amendment No. 2 for your records.

Sincerely,

/s/ Hillary Horvath

Hillary Horvath, Clerk

Enclosures
HH/cb

This is **EXHIBIT K**, consisting of 7 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated December 13, 2022.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 2

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: December 13, 2022 and Amendment No, 1 dated August 13, 2024
- b. Owner: Board of Public Works, City of South Bend, Indiana
- c. Engineer: DLZ Indiana, LLC
- d. Project: Kennedy Park Improvements

2. *Description of Modifications:*

- A. The Scope of services currently authorized to be performed by the Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows. Add the following to Engineer's Services Part 1 – Basic Services:
- 1.10) **Construction Phase Office Services:** Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
- a) Pre-Construction Conference: Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
 - b) Schedules: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
 - c) Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:
 - i. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is

proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

- ii. The purpose of Engineer's visits to the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.
- d) Defective Work: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (i) is defective under the standards set forth in the Contract Documents, (ii) will not produce a completed Project that conforms to the Contract Documents, or (iii) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
- e) Clarifications and Interpretations; Field Orders: Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
- f) Change Orders and Work Change Directives: Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.
- g) Shop Drawings and Samples: Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

- h) Substitutes and "or-equal": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
- i) The following shall be considered additional services:
 - i. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
- j) Inspections and Tests: Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
- k) Disagreements between Owner and Contractor: Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- l) Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - i. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being

entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

- ii. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
- m) Contractor's Completion Documents: Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph A1.10.g, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph A1.10.g
- n) Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
- o) Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one

prime contract, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

- p) **Limitation of Responsibilities:** Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.
- q) Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective Work, if any.
- r) Together with Owner or Owner's representative, visit the Project within one month before the end of the correction period to ascertain whether any portion of the Work is subject to correction.

- B. The additional services currently included in the Agreement and previous amendments, if any, are modified as follows: *See Attachment 2, modifications are in bold text.*
- C. The responsibilities of Owner included in the Agreement and previous amendments, if any, are modified as follows: *See Attachment 3, modifications are in bold text.*
- D. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
 - 1) Unless otherwise noted, the Owner shall pay the Engineer on a Lump Sum basis an amount of \$284,500.00 based on the following estimated distribution of compensation:

Item	Description	Amount	Type
A1.10	Construction Phase Office Services	\$284,500.00	Lump Sum
	Total Amendment No. 2, Not To Exceed	\$284,500.00	

- 2) Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
- 3) The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
- 4) The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

E. The schedule for rendering the amended services is proposed as follows:

Anticipated Construction Phase TBD: April 2026 - September 2027*

*Anticipated 18-month construction period

F. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

Attachment 1: Not Used

Attachment 2: Additional Services

Attachment 3: Owner's Responsibilities

Attachment 3-1: Owner-CMc Contracts

G. Agreement Summary (Reference only)


a. Original Agreement amount:	\$ <u>\$436,500.00</u>
b. Net change for prior amendments:	\$ <u>\$921,160.00</u>
c. This amendment amount:	\$ <u>\$284,500.00</u>
d. Adjusted Agreement amount:	\$ <u>\$1,642,160.00</u>

The foregoing Agreement Summary is for reference only.

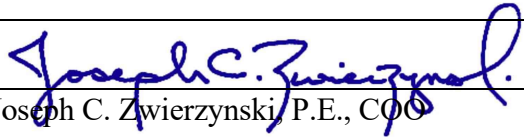
Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is May 7, 2026.

**CITY OF SOUTH BEND, INDIANA
BOARD OF PUBLIC WORKS**

Engineer:
DLZ Indiana, LLC



Elizabeth A. Maradik, President

By: 

Title: Joseph C. Zwierzynski, P.E., COO



Joseph R. Molnar, Vice President



Murray L. Miller, Member



Breana M. Micou, Member



Abigail E. Magas, Member

Attest:


Hillary R. Horvath, Clerk

Date: May 7, 2026

Date: 05/05/2025
Engineer License or Firm's Certificate No. PE60020742
State of: Indiana

Address for giving notices:
227 West Jefferson Boulevard
South Bend, Indiana 46601

Address for giving notices:
2211 East Jefferson Boulevard
South Bend, Indiana, 46615

Designated Representative (Paragraph 8.03.A):
Patrick Sherman, PMP, DASM

Designated Representative (Paragraph 8.03.A):
Mathieu D. Doyle, P.E.

Title: Director of Project Management

Title: Project Manager

Phone Number: (574) 235-5601

Phone Number: 574-245-1664

Facsimile Number: N/A

Facsimile Number: N/A

E-Mail Address: psherman@southbendin.gov

E-Mail Address: mduoye@dlz.com

This is **ATTACHMENT 2**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated December 13, 2022.

ATTACHMENT 2

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner’s Written Authorization

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner’s schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer’s control.
 4. ~~Services resulting from Owner’s request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.~~
 5. Services required as a result of Owner’s providing incomplete or incorrect Project information to Engineer.
 6. Providing renderings or models for Owner’s use.
 7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of

materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.

8. Furnishing services of Consultants for other than Basic Services.
9. Services attributable to more than one prime construction contracts. ~~than specified in Paragraph A1.07.D.~~
10. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
13. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services. ~~except when such assistance is required by Exhibit F.~~
14. Providing **construction surveys and staking to enable Contractor to perform its work and** any type of property surveys or related engineering services needed for the transfer of interests in real property other than those stated in Section 2.A.2) of Exhibit K ~~Section A1.02~~; and providing other special field surveys.
15. **Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.**
16. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
17. **Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to Owner.**
18. Preparation of operation and maintenance manuals.
19. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
20. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

21. Assistance in connection with the adjusting of Project equipment and systems.
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.
24. Overtime work requiring higher than regular rates.
25. All services related to Construction Phase, **beyond those listed herein.**
26. All services related to environmental site assessments, remediation, abatement and mitigation.
27. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 *Additional Services Not Requiring Owner's Written Authorization – **NOT USED***

ATTACHMENT 3

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated December 13, 2022.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Designate in writing a person to act as Owner's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, received information interpret and define Owner's policies and decisions with respect to the Engineer's service for the Project.
- B. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.

5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- E. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto so as not to delay the services of the Engineer.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, **Contractor raises**, or Engineer reasonably requests.
 3. **Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.**
- J. Place and pay for advertisement for Bids in appropriate publications.
- K. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- L. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating,

insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

- M. **If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.**
- N. **If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.**
- O. Attend the pre-bid conference and bid opening. **pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.**
- P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- Q. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- R. Provide written approval of completed work phases as described in Exhibit K of the amendment ~~agreement~~. Accomplish reviews and provide written approvals in a timely manner.
- S. Facilitate discussions with IDEM, EPA, the Honeywell's Environmental Consultant, and the Engineer.
- T. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, and as modified in this amendment, as required.



AIA[®] Document A133[®] – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 28th day of October in the year 2025
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of South Bend
215 S. Dr. Martin Luther King Jr. Blvd.
South Bend, IN 46601

and the Construction Manager:
(Name, legal status, address, and other information)

C.H. Garmong & Son, Inc.
3050 Poplar Street
Terre Haute, IN 47803

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

Kennedy Park Renovation
756 Eclipse Pl
South Bend, IN 46628

The Architect:
(Name, legal status, address, and other information)

DLZ Corporation
2211 E. Jefferson Blvd.
South Bend, IN 46615

The Owner and Construction Manager 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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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.

Init.

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User Notes:

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EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT
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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The project involves building a brand new, intergenerational aquatics center and parks amenities. The aquatics portion includes the demolition of the current water features and the addition/renovation of other features. The project also involves improving and developing new features of the Kennedy Park outdoor recreation space. Details of the aquatic and outdoor recreation space elements are listed in Item 3. Project Summary of the Request for Proposal.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

This project sits within Kennedy Park, located at the corner of Olive St. and Westmoor St. South Bend, Indiana.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

Init.
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(Provide total and, if known, a line item breakdown.)

Thirteen Million and none/100 cents (\$13,000,000.00) inclusive of all construction and CMC costs.

§ 1.1.4 The Owner’s anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

100% Construction Documents are anticipated to be completed by February 28, 2026

.2 Construction commencement date:

TBD as established in GMP Amendment anticipated in 1st Quarter 2026

.3 Substantial Completion date or dates:

TBD as established in the GMP Amendment, anticipated as follows: Trails, athletic courts, restroom renovation and new parking lot December 2026, Pool July 3, 2027

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner’s requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

TBD as mutually agreed upon by Construction Manager and Owner

§ 1.1.6 Intentionally Omitted

§ 1.1.6.1 Intentionally Omitted

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

N/A

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Sarah Barber, P.E., Director of Engineering
City of South Bend
215 S. Dr. Martin Luther King Jr. Blvd.
South Bend, IN 46601
sbarber@southbendin.gov
(574)235-9805

Patrick Sherman, PMP
City of South Bend
215 S. Dr. Martin Luther King Jr. Blvd.
South Bend, IN 46601
psherman@southbendin.gov
(574)233-0311

Init.

§ 1.1.9 The persons or entities, in addition to the Owner’s representative, who are required to review the Construction Manager’s submittals to the Owner are as follows:
(List name, address and other contact information.)

DLZ Corporation
2211 E. Jefferson Blvd.
South Bend, IN 46615

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

TBD

.2 Civil Engineer:

TBD

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

§ 1.1.11 The Architect’s representative:
(List name, address, and other contact information.)

Mathieu Doyle
DLZ Corporation
2211 E. Jefferson Blvd.
South Bend, IN 46615
mdoyle@dlz.com
(574)236-4400

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Joshua Springer
C.H. Garmong & Son. Inc.
1502 Magnavox Way, Ste. 240

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Fort Wayne, IN 46804
 jspringer@garmong.net
 (260)279-2220

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:

(List any Owner-specific requirements to be included in the staffing plan.)

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work: Construction Manager shall provide for competitive bidding in compliance with governing statutory law.

§ 1.1.15 Other Initial Information on which this Agreement is based:

§ 1.2 The Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

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

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 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. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

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

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; and Section 13.1, Governing

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Law, as those sections have been modified by the parties. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except where such guaranty is expressly provided for as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Owner regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 Intentionally Omitted

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Owner's review and acceptance. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

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§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Owner's review and approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Owner's review and approval. The Construction Manager shall inform the Owner in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and make recommendations regarding constructability and schedules, for the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 Grant Compliance

§ 3.1.10.1 Construction Manager shall provide timely quarterly reporting to Owner with respect to Owner's obligations to submit documentation in compliance to the Outdoor Recreation Legacy Partnership grant.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Owner's review and acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

Construction Manager agrees to hold no less than one public outreach event to promote engagement on opportunities for local companies and community residents.

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 Ten (10) business days following receipt of the bids, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

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

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its construction contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order. By way of example, and not as a limitation, such cost may include: (a) trade buy-out differentials; (b) escalation of market costs for materials; (c) correction of defective, damaged or nonconforming Work; (d) Subcontractor defaults; (e) overtime, and (f) those events that result in an extension of the Contract Time but do not result in an increase in the Guaranteed Maximum Price.

§ 3.2.5 The Construction Manager shall meet with the Owner to review the Guaranteed Maximum Price proposal. In the event that the Owner discovers any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner’s execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner including information specifically required for grant compliance.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Intentionally Omitted

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner’s objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner’s budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner’s other costs, and (3) reasonable contingencies related to all of

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these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager. The Owner and the Construction Manager, in consultation with the Architect, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, 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 Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 Intentionally Omitted

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

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Construction Manager’s compensation for the Preconstruction Phase Services shall be a lump sum of ten thousand dollars (\$10,000.00).

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager’s Consultants and Subcontractors, if any, are set forth below. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

N/A

Individual or Position	Rate
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§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain based on the billable rate schedule attached to this agreement if applies.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within 6 (Six) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager’s compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager’s invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager. (Insert rate of monthly or annual interest agreed upon.)

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ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager’s performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager’s Fee. The Contractor understands and agrees that Owner is a municipal entity and as such Owner shall make such partial or progress payments in a manner consistent with its municipal claims, procedures, and timeframes. Notwithstanding any other term or timeframe referenced in this Agreement, the process and timeframe for payment will be applicable for all payments from Owner to Contractor throughout the duration of this Agreement.

§ 6.1.2 The Construction Manager’s Fee:

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

Construction Manager’s fee shall be paid to the Construction Manager as [REDACTED]

§ 6.1.3 The method of adjustment of the Construction Manager’s Fee for changes in the Work:

[REDACTED]

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

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N/A

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed one hundred percent (100 %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

§ 6.1.7 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Owner may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction as modified by the parties.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction as modified by the parties.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017 as modified by the parties, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager’s Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager’s Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

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ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE**§ 7.1 Costs to Be Reimbursed**

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

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

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

§ 7.2 Labor Costs

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

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel based on the Garmong Hourly Billing Rate Schedule attached to this Agreement.

§ 7.2.2.1

(Paragraphs deleted)
Intentionally Omitted

§ 7.2.3 Intentionally Omitted

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

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

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement. Costs for subcontract insurance, performance & payment bonds, etc. as deemed necessary by the Construction Manager.

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

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

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage.

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

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. .

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools.

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

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

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

§ 7.6 Miscellaneous Costs

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

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

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

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

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

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

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

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

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

§ 7.6.7 Costs of document reproductions and delivery charges.

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

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

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

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

§ 7.7 Other Costs and Emergencies

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

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

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

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

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

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .3 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .4 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .5 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .6 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .7 Costs for services incurred during the Preconstruction Phase, unless previously approved by the Owner.

ARTICLE 8 INTENTIONALLY OMITTED

§ 8.1 Intentionally Omitted

§ 8.2 Intentionally Omitted

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Construction Manager shall award subcontracts on the basis of public bidding as provided for in governing statutes.

§ 9.1.1 Intentionally Omitted

§ 9.2 Intentionally Omitted

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ARTICLE 10 ACCOUNTING RECORDS

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

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES**§ 11.1 Progress Payments**

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

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

§ 11.1.3 Provided that an Application for Payment is received not later than the 1st day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 20th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days.
(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 Intentionally Omitted

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

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit documentation noting same in any affected Application for Payment .

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

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

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

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- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Owner has indicated in writing to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Owner has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Owner may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

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

(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.)

Five percent (5%)

§ 11.1.8.1.1 The following items are not subject to retainage:

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

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

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

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

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

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

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

§ 11.1.12 In taking action on the Construction Manager’s Applications for Payment the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Owner has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Owner has made exhaustive or continuous on-site inspections; or (3) that the Owner has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner’s auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

§ 11.2.2 Within 30 days of the Owner’s receipt of the Construction Manager’s final accounting for the Cost of the Work, the Owner may conduct an audit of the Cost of the Work.

§ 11.2.2.1 Intentionally Omitted

§ 11.2.2.2 Intentionally Omitted

§ 11.2.2.3 Intentionally Omitted

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

after Board of Public Works Approved Project Completion Affidavit.

§ 11.2.4 Intentionally Omitted

§ 11.3 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.)

%

§ 11.4 Special Terms and Conditions

Contractor’s bank account and routing information will be provided in writing directly to Owner at the beginning of the Project. Thereafter, the parties understand and agree that these written instructions cannot be changed, altered, or modified in any fashion for the duration of the Project. These protocols are made necessary by the unfortunate potential

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for electronic fraud in today’s environment and, as such, Contractor shall be indemnified and held harmless from any consequences due to any act or omission resulting from any payments made to a fraudulent account.

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Intentionally Omitted

§ 12.1.1 Intentionally Omitted

(Paragraphs deleted)

§ 12.2 Binding Dispute Resolution

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

(Check the appropriate box.)

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

If the Owner and Construction Manager 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 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager for the Owner’s convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination.
- .2 Intentionally Omitted
- .3 Intentionally Omitted

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1.

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§ 13.1.6.1 Intentionally Omitted

The subcontracts under this agreement solicited, received, reviewed, and executed by the Construction Manager will remain directly under the control of the Construction Manager and will be non-transferable in the event of termination or suspension according to Article 13 of this agreement.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment**§ 13.2.1 Termination**

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

§ 13.2.2 Termination by the Owner for Cause

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

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 Intentionally Omitted**§ 13.2.3 Termination by the Owner for Convenience**

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017 as modified by the parties. 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 modified by the parties and no such reference shall revert to the standard form or other unmodified form.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, 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 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, 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.

§ 14.2.2 The Owner may, without consent of the Construction Manager, 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 Construction Manager shall execute all consents reasonably required to facilitate the assignment.

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User Notes:

(879053933)

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than five million (\$ 5,000,000) for each occurrence and five million (\$ 5,000,000) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than one million (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than one million (\$ 1,000,000) each accident, one million (\$ 1,000,000) each employee, and one million (\$ 1,000,000) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than one million (\$ 1,000,000) per claim and one million (\$ 1,000,000) in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
Umbrella Liability	\$4,000,000 Each Occurrence/Aggregate – will be utilized to meet General Liability requirements above.

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 Performance Bond and Payment Bond

The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	100% of GMP

Performance Bond

100% of GMP

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

§ 14.4

(Paragraphs deleted)

Intentionally Omitted

§ 14.5 Other provisions:

Maintenance Bond - 10% of GMP for a term of three (3) years. The maintenance bond will be placed into effect on the date of substantial completion. The maintenance bond will not be a three (3) year warranty, it will be a guarantee of the warranties as specified in the project specifications, upon expiration of the warranty period, the bond will be a guarantee of correction of any latent defects that are discovered past the warranty period.

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133 – 2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™-2017, General Conditions of the Contract for Construction as modified
- .5 Intentionally Omitted
- .6 Other Exhibits: Garmong Hourly Billing Rate Schedule

(Paragraphs deleted)

[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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. 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 Construction Manager'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 is entered into as of the day and year first written above.

S. Barber

OWNER (Signature)

Sarah Barber, Director of Engineering
(Printed name and title)

Lance Gassert

CONSTRUCTION MANAGER (Signature)

Lance Gassert, Chief Operating Officer
(Printed name and title)

OWNER (Signature)

, Purchasing Agent
(Printed name and title)

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**GARMONG
LABOR RATES 25-26**

POSITION

HOURLY RATE

POSITION	HOURLY RATE
[REDACTED]	



AIA® Document A133® – 2019 Exhibit B

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the 28th day of October in the year 2025
(In words, indicate day, month and year.)

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

Kennedy Park Renovation
756 Eclipse Pl
South Bend, IN 46628

THE OWNER:
(Name, legal status, and address)

City of South Bend
215 S. Dr. Martin Luther King Jr. Blvd.
South Bend, IN 46601

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

C.H. Garmong & Son, Inc.
3050 Poplar Street
Terre Haute, IN 47803

TABLE OF ARTICLES

- B.1 GENERAL**
- B.2 OWNER'S INSURANCE**
- B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS**
- B.4 SPECIAL TERMS AND CONDITIONS**

ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction, as modified.

ARTICLE B.2 OWNER'S INSURANCE

§ B.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required by Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

§ B.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner’s usual general liability insurance.

§ B.2.3 Required Property Insurance

§ B.2.3.1 Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder’s risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner’s property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. The Owner shall cause the builder’s risk coverage to include the Construction Manager, Subcontractors, and Sub subcontractors as additional insureds This insurance shall include the interests of mortgagees as loss payees.

§ B.2.3.1.1 Causes of Loss. The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Cause of Loss	Sub-Limit
---------------	-----------

§ B.2.3.1.2 Specific Required Coverages. The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect’s and Construction Manager’s services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows: *(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)*

Coverage	Sub-Limit
----------	-----------

§ B.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ B.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ B.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner’s occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ B.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

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§ B.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- § B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
- § B.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
- § B.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
- § B.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
- § B.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
- § B.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
- § B.2.4.7 Soft Costs Insurance**, to reimburse the Owner and Construction Manager for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ B.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

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(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

§ B.2.5.1 Cyber Security Insurance for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

§ B.2.5.2 Other Insurance *(List below any other insurance coverage to be provided by the Owner and any applicable limits.)*

Coverage

Limits

ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

§ B.3.1 General

§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner, City of South Bend, as an additional insured on the Construction Manager's Commercial General Liability, auto, and excess or umbrella liability policy or policies. Certificate(s) of Insurance shall include an endorsement of a Waiver of Subrogation in favor of the Owner for General Liability, Umbrella, Worker's Compensation, Employer's Liability, and Auto Liability. General Liability, Auto Liability, and Umbrella Insurance, if in the event of any major change or cancellation of such policy, the Construction Manager shall and shall require all Subcontractors to give a 30-day advance notice to the Owner.

§ B.3.1.2 Deductibles and Self-Insured Retentions. The Construction Manager shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Construction Manager.

§ B.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the commercial general, umbrella, and auto liability coverage to include for itself and its Subcontractors to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) current additional insured forms.

§ B.3.2 Construction Manager's Required Insurance Coverage

§ B.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance during Construction Manager's performance of the Work.

§ B.3.2.2 Commercial General Liability

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than Five Million (\$ 5,000,000.00) each occurrence, Five Million (\$ 5,000,000.00) general aggregate, and

Five Million (\$ 5,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Construction Manager’s indemnity obligations under Section 3.18 of the General Conditions.

§ B.3.2.2 The Construction Manager’s Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Construction Manager’s Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Intentionally omitted
- .6 Intentionally omitted
- .7 Intentionally Omitted
- .8 Intentionally Omitted
- .9 Intentionally Omitted
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ B.3.2.3 The policy shall be endorsed to have the Job Site Aggregate apply to this Project only.

§ B.3.2.3 Automobile Liability covering vehicles owned, hired, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than One Million (\$ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ B.3.2.4 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ B.3.2.5 Workers’ Compensation at statutory limits.

§ B.3.2.6 Employers’ Liability with policy limits not less than One Million (\$ 1,000,000) each accident, One Million (\$ 1,000,000) each employee, and One Million (\$ 1,000,000) policy limit.

§ B.3.2.7 Jones Act, and the Longshore & Harbor Workers’ Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than One Million (\$ 1,000,000) per claim and One Million (\$ 1,000,000) in the aggregate.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than One Million (\$ 1,000,000) per claim and One Million (\$ 1,000,000) in the aggregate.

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§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than One Million (\$ 1,000,000) per claim and One Million (\$ 1,000,000) in the aggregate.

§ B.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ B.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ B.3.2.13 Umbrella or Excess Liability coverage shall at a minimum be as follows: Four Million \$4,000,000 per occurrence and Four Million \$4,000,000 Aggregate over primary General Liability and Auto Liability insurance.

§ B.3.2.14 The insurance requirements set forth will in no way be intended to modify, reduce, or limit the indemnification obligations made by Construction Manager under the Contract Documents. Any actions, errors or omissions that may invalidate coverage for the Construction Manager insured shall not invalidate or prohibit coverage available to the insured parties.

§ B.3.3 Construction Manager's Other Insurance Coverage

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.
(Paragraphs deleted)

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.
(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

§ B.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required.
(Paragraphs deleted)

§ B.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.

§ B.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

§ B.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

§ B.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.

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[] **§ B.3.3.2.6 Other Insurance**

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage

Limits

§ B.3.4 Performance Bond and Payment Bond

The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	100% of Guaranteed Maximum Price, if applies
Performance Bond	100% of Guaranteed Maximum Price, if applies

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

Maintenance Bond - 10% of GMP for a term of three (3) years. The maintenance bond will be placed into effect on the date of substantial completion. The maintenance bond will not be a three (3) year warranty, it will be a guarantee of the warranties as specified in the project specifications, upon expiration of the warranty period, the bond will be a guarantee of correction of any latent defects that are discovered past the warranty period.



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Kennedy Park Renovation
756 Eclipse Pl
South Bend, IN 46628

THE OWNER:

(Name, legal status and address)

City of South Bend
215 S. Dr. Martin Luther King Jr. Blvd.
South Bend, IN 46601

THE ARCHITECT:

(Name, legal status and address)

DLZ Corporation
2211 E. Jefferson Blvd.
South Bend, IN 46615

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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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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



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ARTICLE 1 GENERAL PROVISIONS**§ 1.1 Basic Definitions****§ 1.1.1 The Contract Documents**

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by Owner. The Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, 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, together with any other written agreements dated on or about the date hereof, represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements. 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.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents 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.

(Paragraphs deleted)

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 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.

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§ 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, 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.

§ 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.

(Paragraphs deleted)

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. 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 five 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. Where a material change in any of the foregoing occurs, Owner shall supplement any prior disclosure within five days of such material change.

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§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor may request such evidence at reasonable intervals following commencement of the Work and at any point when (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

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

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

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

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

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services in 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.

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§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written 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. The amounts charged to the Contractor are both subject to prior approval of the Owner and the Owner 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 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 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 to the extent apparent through on-site visual observations, and correlated such personal visual observations with requirements of the Contract Documents. Contractor has not conducted and is under no duty to conduct subsurface testing.

§ 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 Owner and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor by others through a written request for information. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall

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promptly report to the Owner and Architect any nonconformity discovered by Contractor or made known to the Contractor by others through written notice.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Owner or 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 waives its claim for additional construction costs, 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.

§ 3.3.2 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.

(Paragraph deleted)

§ 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 Owner in accordance with Section 3.12.8, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner 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 non-conforming. 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 Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Other than the above, Contractor makes no other warranty, representation or guarantee, whether express or implied and any such warranty not expressed above are expressly disclaimed.

§ 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.

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§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. Contractor's obligation to secure permits is contingent upon receipt of plans complying with the laws, statutes, ordinances codes, rules and guidelines on which the party or entity issuing the permit or conducting the inspection will rely.

§ 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 geotechnical report prepared in anticipation of or in connection with the Projector (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 written 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 Owner and Architect will promptly investigate such conditions and, if determined 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, an equitable adjustment will be made in the Contract Sum or Contract Time, or both. If determined 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 Contractor shall be promptly notified in writing, stating the reasons. If Contractor disputes the determination, it 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 in writing. 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. The Owner shall be responsible for costs or delays resulting from an occurrence described in this section. 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, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner in sufficient time so as to not delay the Work expressed in any agreed project schedule.

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§ 3.9 Superintendent

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner and Architect of the name and qualifications of a proposed superintendent. The Owner or the Architect may reply within 14 days to the Contractor in writing 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 Owner or Architect to provide written notice within the 14-day period shall constitute notice of no reasonable objection.

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Owner's approval. The Owner'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 Owner or Architect reasonable time to review 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 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 submitted 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 Intentionally Omitted

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Owner and Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with

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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. The Contractor, in making this representation, is relying on the Owner having supplied Contractor with fully coordinated design drawings.

§ 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 Owner or 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 Owner's or 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 Owner or 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 Owner's or 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 Owner or Architect on previous submittals. In the absence of such notice, the Owner's or 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 indicated in writing as required by the Contract Documents for a portion of the Work. The Contractor shall not be required to provide professional services in violation of applicable law.

(Paragraphs deleted)

§ 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 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.

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§ 3.15.2 If, after forty-eight (48) hours following written notice to the Contractor, 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 which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated in the Work. 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 Owner or 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.

§ 3.18.3 Notwithstanding any other provision of the Contract Documents, the obligations of the Contractor under this Section 3.18 shall not extend to any claims, actions, suits, judgments or settlements of any kind based on or arising out of or in any way related to: (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, plans, or specifications prepared by or on behalf of the Owner, the Architect, their consultants, and/or the agents and/or the employees of any of them, or (2) the giving of or the failure to give directions or instructions by the Owner, Architect, the Architect's consultants and/or the agents and/or the employees of any of them.

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 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.

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§ 4.2.2 As required by the Owner, 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 Intentionally Omitted

§ 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 As required by the Owner, the Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples. The Architect's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the 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 As required by the Owner, the Construction Manager will prepare Change Orders and Construction Change Directives. The Architect will investigate and make recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 As required by the Owner, 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 in writing.

§ 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 so as to not delay the performance of the Work.

§ 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 As required by the Owner, 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 so as to not delay the performance of the Work. 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 Subcontracts shall be awarded following competitive bidding as provided by applicable statutes. If the Owner has legal basis forming a reasonable objection to a person or entity proposed by the Contractor, the Owner shall provide prompt notice of same and the Contract Sum and Contract Time shall be equitably adjusted commensurate with the impact.

(Paragraphs deleted)

§ 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. Each subcontract agreement shall preserve and protect the rights of the Owner under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with 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 in writing; and

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- .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.

(Paragraph deleted)

§ 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.

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(Paragraphs deleted)

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, and Contractor. . A Construction Change Directive issued by the Owner 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 Owner or 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 Owner or 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.

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§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Owner or Architect and signed by the Owner, 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 The Construction Change Directive shall provide 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 Owner shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

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

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

§ 7.3.5.1 The Owner's determination, as specified above, shall not be less than the actual costs expended by the Contractor in performing the changed Work. If the Owner's determination is believed by the Contractor to be less than its actual costs, whether incurred or projected, in performing the Work, 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 Owner of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

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

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

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

§ 7.3.10 When the Owner and Contractor agree concerning the adjustments in the Contract Sum and Contract Time, such agreement shall be effective immediately and the Owner or Contractor 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 Owner may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Owner's order for minor changes shall be in writing.

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 established in 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, provided, however, that notwithstanding the foregoing part of this sentence, Contractor shall be entitled to such time extensions and compensation for delay as Contractor would otherwise be entitled to pursuant to the Contract Documents or by law, except as otherwise expressly prohibited by this Contract.

§ 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) changes ordered in the Work; (2) 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; (3) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes equitably requiring the Contract Time be extended for such commensurately reasonable time .

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

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

ARTICLE 9 PAYMENTS AND COMPLETION**§ 9.1 Contract Sum**

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

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Owner and Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Owner. This schedule, unless objected to by the Owner or Architect in writing within 7 days of submission, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require. The form of Application for Payment shall be notarized AIA Document G702 (Revised 5-83), Application and Certificate for Payment, supported by AIA Document G703, Continuation Sheet.

§ 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 determinations of the Owner, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the 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. 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 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. If Contractor has received payment from the Owner for material or labor which is the subject of a lien filed by a Subcontractor or material supplier, Contractor will indemnify and hold Owner harmless for such lien claim.

§9.3.4 If required by the Owner, as a prerequisite for payment, the Contractor shall provide partial lien and claim waivers in the amount of the Application for Payment. Such waivers shall be conditional upon payment. In no event shall the Contractor be required to sign an unconditional waiver of lien or claim prior to receiving payment for such Work.

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§ 9.4 Certificates for Payment

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

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, 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.

§ 9.5 Decisions to Withhold Certification

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

- .1 defective Work not remedied;
- .2 third party claims filed, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments to Subcontractors or suppliers for labor, materials or equipment;
- .4 damage to the Owner or a Separate Contractor;
; or
- .5 repeated failure to carry out the Work in accordance with the Contract Documents.

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

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

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

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. The Contractor understands and agrees that Owner is a municipal entity and as such Owner shall make such partial or progress payments in a manner consistent with its municipal claims, procedures, and timeframes. Notwithstanding any other term or timeframe referenced in this Agreement, the process and timeframe for payment will be applicable for all payments from Owner to Contractor throughout the duration of this Agreement.

§ 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 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.

§ 9.6.4 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.

§ 9.6.5 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.

§ 9.6.6 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.

(Paragraphs deleted)

§ 9.7 Failure of Payment

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

§ 9.8 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 excluding any matter or Work preventing such ability to occupy or utilize the Work that is not the responsibility of Contractor to perform under the Contract Documents.

§ 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 Owner and Architect a list of items to be completed or corrected prior to final payment ("Punch List"). 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. Within ten (10) days of receipt of the Punch List, the Owner or Architect shall inspect the Work and by way of written instrument, shall identify any additional items of work in the Punch List that the Owner or Architect reasonably believes that the Contractor needs to complete or correct prior to Final Completion and final payment.

§ 9.8.3 Upon receipt of the Contractor's list, the Owner or Architect will, within ten (10) days of the receipt thereof, make an inspection to determine whether the Work or designated portion thereof is substantially complete. Such inspection shall be commercially reasonable in accordance with standard commercial construction industry practices for the type of Work being inspected. If the Owner's or 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

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Owner or Architect. In such case, the Contractor shall then submit a request for another inspection by the Owner and 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, within fifteen (15) days, make payment of retainage. Such payment shall be adjusted by 150% the reasonable estimated cost of completing any unfinished items on the Punch List.

§ 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 Owner and 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. For partial occupancy or use, the Owner shall reduce retainage proportionally to the Contractor at the time of partial occupancy or use.

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

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

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner or Architect will promptly make such inspection. Such inspection shall be commercially reasonable in accordance with standard commercial construction industry practices. 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 Owner and 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, conditioned upon final payment, waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form

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as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, 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 Owner and 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 identified by Owner as unsettled as of the time of final payment;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of known 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. Notwithstanding any other provision of the Contract Documents, all provisions of this Article 10 are solely for the benefit of the Owner and Contractor and are not intended to benefit or create a duty to, and shall not be relied upon in any way whatsoever by any other person, firm, or entity, as a third party beneficiary or otherwise.

§ 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

- .1 its employees on the Work ;
- .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

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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, in the Contractor's reasonable opinion, reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition in writing.

§ 10.3.2 Upon receipt of the Contractor's 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. 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 delay in initial commencement of the Work due to site access issues, suspension, 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.

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§ 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 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.

§ 10.3.7 Owner's Environmental Site Assessment:

- a. Owner Has Provided Environmental Site Assessment. Owner has supplied to Contractor, prior to the execution of this Contract, the environmental site assessment for the site performed on behalf of the Owner.
- b. Representation that No Hazardous Substances Should Be Encountered. Owner confirms that the site assessment indicates that no Hazardous Substances, as defined in Paragraph 10.3.4(f), should be encountered in performing the Work.
- c. Acknowledgment of Contractor's Reliance on Site Assessment. Owner acknowledges that Contractor, in entering into and performing the Contract, is acting in reliance upon the site assessment and the Owner's commitment to remove any Hazardous Substances prior to issuing the notice to proceed. Owner acknowledges that Contractor is not qualified to handle Hazardous Substances and have not made preparations to handle any Hazardous Substances at the site.
- d. Working with Hazardous Substances excluded from Contract Scope. Notwithstanding any language elsewhere in the Contract Documents that may be understood to the contrary, working in the presence of, handling, moving, removing, or disposing of any Hazardous Substances is expressly excluded from the scope of the Work.
- e. Contractor Not Responsible for Hazardous Substances. Except as set forth in this Article 10, Contractor shall not be responsible in any way for any Hazardous Substances uncovered or revealed at the site.
- f. Definition of Hazardous Substance. "Hazardous Substance" means any pollutant, contaminant, toxic or hazardous waste, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, flammable, explosive, radioactive material, urea formaldehyde, foam insulation, asbestos, PCB, or any other substance, the removal of which is required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling, or ownership of which is restricted, prohibited, regulated, or penalized by any and all federal, state, county, or municipal statutes or laws now or at any time hereafter in effect, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), the Resource Conservation and Recover Act (42 U.S.C. §§ 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601 et seq.), and the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.), as the laws have been amended and supplemented.

§ 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.

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ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor’s Insurance and Bonds

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

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

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

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

§ 11.2 Owner’s Insurance

§ 11.2.1 Intentionally Omitted

§ 11.2.2 Intentionally Omitted

§ 11.2.3 Intentionally Omitted

§ 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

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User Notes:

Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Owner's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Owner, be uncovered for the Owner's or 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 Owner or Architect has not specifically requested to examine prior to its being covered, the Owner or 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 unless the condition was caused by the Owner, the Architect, or a Separate Contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Owner or 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 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 written 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, the Owner may correct it in accordance with Section 2.5.

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§ 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.

(Paragraph deleted)

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Owner and Architect timely notice of when and where tests and inspections are to be made so that the Owner and 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.

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§ 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 Owner will, in writing, 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 Owner and Architect of when and where tests and inspections are to be made so that the Owner and 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 Owner and 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 – Intentionally Omitted

§ 13.8 **Headings.** The headings or captions in this Agreement are made for convenience and general reference only and shall not be construed to describe, define or limit the scope or intent of the provisions of this Agreement.

§ 13.9 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute but one and the same Agreement.

§ 13.10 **Construction.** No provision of this Agreement shall be construed more harshly or unfavorably against any party hereto regardless of which party drafted the provision or for whose benefit the provision was included.

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' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed or with regard to which costs have been incurred, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination, and damages including all demobilization costs.

Init.

§ 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' written 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 for which payment has been made;
- .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.

§ 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 written 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 overhead and profit on Work not executed; 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 written notice to the other party with a copy sent to the Architect. 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 written notice to the other party.

§ 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.

(Paragraph deleted)

§ 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

To the fullest extent permitted by law, 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.

(Paragraphs deleted)

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

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

§ 15.3 Mediation

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

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

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

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

§ 15.4 Arbitration

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

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construed as broadly as possible so as to include any and all disputes/claims arising out of the subject matter of the Agreement as well as the relationships which result from this Agreement, including but not limited to, any claims of misrepresentation, concealment of material facts or fraud among the parties that may have preceded entry into this Agreement provided, however, that this Agreement to arbitrate shall not prevent Contractor from asserting equitable remedies, including without limitation, lien rights.

§ 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. Notwithstanding any selection of law governing the Agreement or Project, the arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1, *et seq.*

§ 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. Notwithstanding anything to the contrary hereinabove provided, the arbitrators shall grant all requests for pre-arbitration disclosure and discovery in accordance with the Federal Rules of Civil Procedure, including oral depositions. Any refusal to do so will be enforceable in court by the aggrieved party and the arbitration proceedings shall be stayed pending resolution of the court proceedings. The parties acknowledge and agree that this contract, the subject matter hereof and the performance hereof is substantially connected with and substantially involves interstate commerce.

§ 15.4.4 Consolidation or Joinder

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

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

§ 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.



CITY OF SOUTH BEND

BOARD OF PUBLIC WORKS

April 14, 2026

Mr. Lance Gassert
C.H. Garmong & Son, Inc.
3050 Poplar Street
Terre Haute, IN 47803
lgassert@garmong.net

RE: Amendment to AIA 133 CMc Contract

Dear Mr. Gassert:

At its April 14, 2026 meeting, the Board of Public Works approved the above referenced amendment for the full GMP for Kennedy Park Renovation [REDACTED]

Please find enclosed the copy of the contract for your records.

Sincerely,

/s/ Hillary Horvath

Hillary Horvath, Clerk



AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 9th day of April in the year 2026, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 28th day of October in the year 2025 (the "Agreement")

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

for the following **PROJECT**:

(Name and address or location)

Kennedy Park Renovation
756 Eclipse Pl
South Bend, IN 46601

THE OWNER:

(Name, legal status, and address)

City of South Bend
215 S. Dr. Martin Luther King Jr. Blvd.
South Bend, IN 46601

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

C.H. Garmong & Son, Inc.
3050 Poplar Street
Terre Haute, IN 47803

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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.

Init.

(\$15,802,659.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager’s contingency; alternates; the Construction Manager’s Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

See Exhibit 1 - Attached

§ A.1.1.3 The Construction Manager’s Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager’s Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price	Accepted/Not Accepted
N/A		

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

Item	Price	Conditions for Acceptance

§ A.1.1.6

(Paragraphs deleted)
Intentionally Omitted
(Table deleted)

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

- The date of execution of this Amendment.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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

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

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

- Not later than () calendar days from the date of commencement of the Work.

Init.

By the following date: July 3, 2027

§ A.2.3.2 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 Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Trails, athletic courts, and new parking lot.	December 31, 2026

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3.1, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Exhibit 1 - Attached			

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Section	Title	Date	Pages
Exhibit 1 - Attached			

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Number	Title	Date
Exhibit 1 - Attached		

§ A.3.1.4 Owner Contingency - [REDACTED]

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

Item	Price
Excavation of Unsuitable Soils	[REDACTED]
IFC Drawings for the Pool	[REDACTED]

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

See Exhibit 1 - Attached

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

See Exhibit 1 - Attached

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

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

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

See Exhibit 1 - Attached

Init.

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

**CITY OF SOUTH BEND, INDIANA
BOARD OF PUBLIC WORKS**



Elizabeth A. Maradik, President



Joseph R. Molnar, Vice President



Murray L. Miller, Member



Breana M. Micou, Member



Abigail E. Magas, Member

Attest:



Hillary R. Horvath, Clerk

Date: April 14, 2026

C.H. Garmong & Son, Inc.

CONSTRUCTION MANAGER *(Signature)*

Lance Gassert, Chief Operating Officer

(Printed name and title)

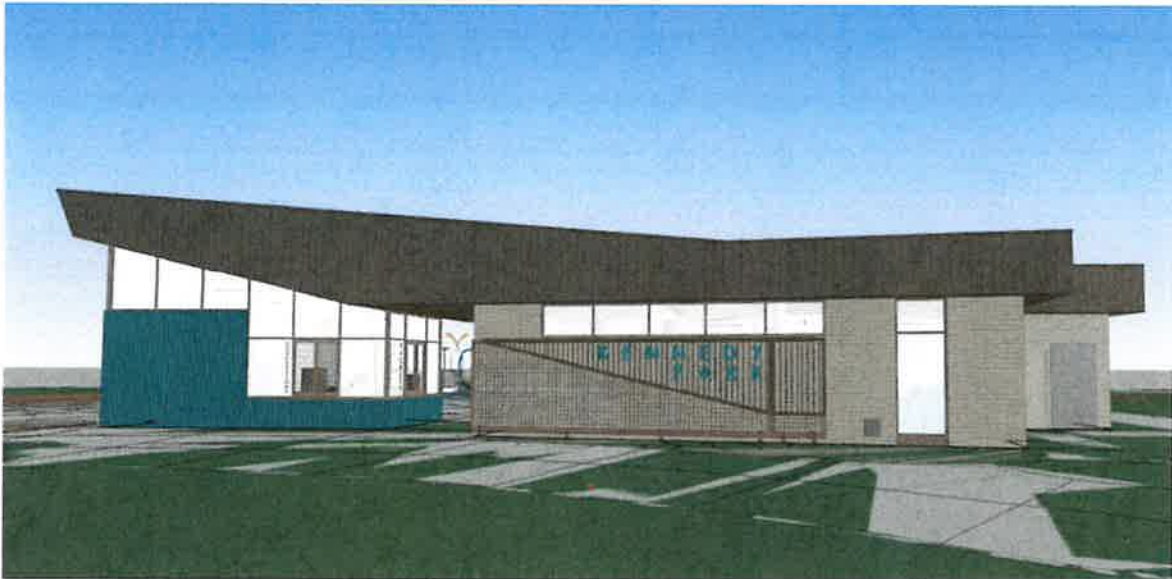
Exhibit 1

KENNEDY PARK IMPROVEMENTS

CITY OF SOUTH BEND, INDIANA

GUARANTEED MAXIMUM PRICE EXHIBIT

APRIL 9, 2026



INDEX

1. **Cost Summary**
2. **Allowances**
3. **Detailed Estimate**
4. **Clarifications and Assumptions**
5. **Project Schedule**
6. **Scope Allocation Worksheet**
7. **Specification Index**
8. **Drawing Index**



APRIL 9, 2026

KENNEDY PARK IMPROVEMENTS
CITY OF SOUTH BEND, IN | **INDEX**

Kennedy Park Improvements - City of South Bend, IN
 Guaranteed Maximum Price
 April 9, 2026



PROJECT INFORMATION			
		Anticipated Start Date	Apr-26
Total Building Area (Aquatics & Concessions)	3,913	Anticipated Completion	Jul-27
Total Pool Area	4,574	Estimated Duration (Months)	15
Total Site Area (Pool Deck, Parking Lot, Landscaping, etc.)	140,883	Estimate Duration (Weeks)	66
		Designer	DLZ
Total Square Footage	149,370		

ESTIMATE COST SUMMARY

Division	Totals
[Redacted Content]	

KENNEDY PARK IMPROVEMENTS – CITY OF SOUTH BEND, IN

**Guaranteed Maximum Price Exhibit
Allowances**

<u>Description</u>	<u>Allowance</u>



APRIL 9, 2026

KENNEDY PARK IMPROVEMENTS
CITY OF SOUTH BEND, IN | **ALLOWANCES**

Kennedy Park Improvements - City of South Bend, IN
 Guaranteed Maximum Price
 April 9, 2026



PROJECT INFORMATION			
Total Building Area (Aquatics & Concessions)	3,913	Anticipated Start Date	Apr-26
Total Pool Area	4,574	Anticipated Completion	Jul-27
Total Site Area (Pool Deck, Parking Lot, Landscaping, etc.)	140,883	Estimated Duration (Months)	15
Total Square Footage	149,370	Estimate Duration (Weeks)	66
		Designer	DLZ

ESTIMATE REPORT

Cost Code	Description	Quantity	U/M	Cost/UM	Total Cost	Division Total	Cost / SF
[Redacted Content]							

	\$ 2,682,433	\$ 17.96

KENNEDY PARK IMPROVEMENTS – CITY OF SOUTH BEND, IN

Guaranteed Maximum Price Exhibit Clarifications and Assumptions

Division 01 – General Requirements:

- This GMP assumes full access to the building and all property limits from mobilization through final completion.
- This GMP excludes all design and reimbursable costs.
- This GMP excludes Indiana State sales tax.
- Builders Risk Insurance is included.
- Performance and Payment bonds are included and will be billed at a rate of [REDACTED]
- General Liability insurance is included and will be billed at a rate of [REDACTED]
- Cost for a local building permit, fire review, zoning ILP, and engineering review fees are included.
- Temporary utility usage costs are excluded. We have assumed utilization of existing services for which the cost shall be paid directly by the Owner.
- We have excluded costs for a certified survey to document the storm and sanitary systems.
- This budget is based on all work occurring Mondays through Fridays between 7:00AM and 3:30PM.
- We have excluded building information modeling.
- All material prices are based on standard colors and finishes unless specified otherwise.
- We have excluded building commissioning.
- The GMP is based on material pricing as of the date of contract execution. Due to tariffs, trade restrictions, or other governmental actions that may result in increased costs for materials, Garmong reserves the right to request an equitable adjustment to the Contract Sum in the event of a material price increase [REDACTED]
 - If a price increase occurs, Garmong shall provide written notice to the Owner with supporting documentation of the increased costs. The Owner agrees to either:
 - 1. Approve a Change Order adjusting the Contract Sum; accordingly, or 2. Allow Garmong to source alternative materials of comparable quality that are not subject to the increased tariff costs, subject to Owner approval.
- Escalated costs associated with unspecified BABAA-compliant materials shall be paid from the Owner's Contingency Allowance.
 - Any draw from the Owner's Contingency Allowance for unspecified BABAA-related cost escalation shall be subject to Owner review and written approval prior to procurement and commitment of funds.

Division 02 – Demolition:

- We have assumed verification of utility shut off notifications will be provided prior to demolition activities.
- We have excluded any hazardous materials demolition/abatement or remediation.



Division 13 – Special Construction:

- We have included an Allowance of [REDACTED] cover costs with modifications made to the Issued for Construction Pool Drawings not available during the Bid Period.
- We have included the accepted Value Engineering credit of [REDACTED] to modify the Neptune Benson Regan filter to a Paddock Regan filter.
- We have excluded draining of the existing pool.

Division 31 – Earthwork:

- We have included an Allowance of [REDACTED] for unsuitable soils removal after stripping 8" of topsoil.

Division 32 – Exterior Improvements:

- Costs for patching or repairs outside the defined project limits, or not directly caused by our construction activities, are excluded from this budget.

Division 33 – Utilities:

- We have excluded cleaning and video inspection of storm sewer systems.



South Bend Kennedy Park

Contract Schedule
Print Date: Fri 4/3/26

ID	Task Name	Duration	Start	Finish	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter		1st Quarter			2nd Quarter			3rd Quarter		4th Quarter			
					Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
64	Basketball Court Installation	60 days	Mon 7/13/26	Fri 10/2/26																							
65	Pickle Ball Court Installation	100 days	Mon 7/13/26	Fri 11/27/26																							
67	Sidewalk Installation	90 days	Mon 7/13/26	Fri 11/13/26																							
69	Picnic Grove Round Pavillion Installation	30 days	Mon 7/13/26	Fri 8/21/26																							
70	Picnic Grove Square Pavillion Installation	31 days	Mon 8/24/26	Mon 10/5/26																							
66	Playground Installation	90 days	Mon 3/22/27	Fri 7/23/27																							
68	Park Signage Installation	30 days	Mon 3/22/27	Fri 4/30/27																							
71	Landscaping	40 days	Mon 4/5/27	Fri 5/28/27																							
72	Install Site Accessories	68 days	Mon 3/29/27	Wed 6/30/27																							
24	Pool & Pool Building	310 days	Mon 4/27/26	Fri 7/2/27																							
25	Pool	305 days	Mon 4/27/26	Fri 6/25/27																							
26	Demolition of Old Pool Building	10 days	Mon 4/27/26	Fri 5/8/26																							
27	Site Work/Removal of Old Pool	15 days	Mon 4/27/26	Fri 5/15/26																							
28	Pool Mass Excavation & Underground/Stone	10 days	Mon 5/11/26	Fri 5/22/26																							
30	Pool Foundations/Base Mat	15 days	Mon 5/25/26	Fri 6/12/26																							
31	Pool Walls	15 days	Mon 6/15/26	Fri 7/3/26																							
29	Pool Piping to Pool Utility Room	15 days	Mon 7/6/26	Fri 7/24/26																							
33	Pool Wall Backfill	14 days	Mon 8/3/26	Thu 8/20/26																							
32	Misc. Pool Concrete (Face/Gutters)	10 days	Fri 8/21/26	Thu 9/3/26																							
34	Pool Fit-Out (Drains, Handrails, Flooring, Etc.)	25 days	Fri 8/21/26	Thu 9/24/26																							
35	Pool Deck Concrete	35 days	Fri 9/4/26	Thu 10/22/26																							
36	Pool Shade Structures Installation	20 days	Fri 10/23/26	Thu 11/19/26																							
37	Fencing Installation	10 days	Fri 10/23/26	Thu 11/5/26																							
38	Pool & Aquatics Features Installation	80 days	Fri 10/23/26	Thu 2/11/27																							
39	Pool Accessories Installations (Lounge Chairs, Picnic Tables, E	15 days	Fri 2/12/27	Thu 3/4/27																							



SCOPE ALLOCATION			
KENNEDY PARK IMPROVEMENTS - CITY OF SOUTH BEND, IN			
General	Garmong	Owner	Notes
Builder's Risk insurance	X		
State design release		X	
Building permit/occupancy permit	X		
Local inspection fees	X		
Environmental permits or fees		X	
Construction Storm Water permitting & fees	X		
Wetland/Floodway permitting or fees		X	
Design and consultant fees		X	
Final site survey		X	
Commissioning		X	
Unsuitable soil mitigation	X		Allowance
Building modeling		X	
Contingencies	Garmong	Owner	Notes
Construction contingency	X		
Owner contingency	X		
Design contingency		X	
Testing	Garmong	Owner	Notes
Environmental testing and reporting		X	
Geotechnical investigation & analysis		X	
Utility/concrete/steel/soil compaction testing	X		
Temporary Facilities	Garmong	Owner	Notes
Utility consumption (power/water)		X	
Progress cleaning and final cleaning	X		
Temporary toilets	X		
Trash removal/dumpsters	X		
Traffic control measures	X		
Temporary fencing	X		
Temporary project office	X		
Temporary HVAC equipment for construction	X		
Temporary construction access	X		
Contractor parking	X		
Exterior Furniture, Fixtures & Equipment	Garmong	Owner	Notes
Exterior wayfinding signage	X		
Site lighting	X		
Interior Furniture, Fixtures, & Equipment	Garmong	Owner	Notes
Kitchen appliances		X	
Kitchen accessories		X	
Pool furnishings	X		
Loose furniture and equipment		X	
Voice/Data	Garmong	Owner	Notes
Conduit, back box rough-in, w/pull strings	X		
Cabling	X		
Terminate and test copper horizontal cabling	X		
Cable tray system	X		
"J" hooks	X		
Fiber optic patch panels	X		
UPS	X		
IT room network equipment, cabinets, and connections	X		
IT room ladder racks	X		
IT room back boards	X		
System equipment		X	
Wireless access points		OFCI	

SCOPE ALLOCATION			
KENNEDY PARK IMPROVEMENTS - CITY OF SOUTH BEND, IN			
Program wireless access points		X	
Telephone devices and installation		X	
Intrusion Monitoring	Garmong	Owner	Notes
Conduit, back box rough-in, w/pull strings	X		
Cabling	X		
Connection to head end equipment	X		
Final connections	X		
Provide/program devices	X		
Access Control/CCTV	Garmong	Owner	Notes
Conduit, back box rough-in, w/pull strings	X		
Cabling	X		
Devices & cover plates	X		
Terminate & test cabling	X		
System equipment & racks	X		
Programming	X		
Fire Alarm System	Garmong	Owner	Notes
Conduit, back box rough-in, w/pull strings	X		
Furnish ceiling mounted speaker/strobe back boxes	X		
Cabling	X		
Final connections	X		
Testing	X		
Provide/program devices	X		
Utilities	Garmong	Owner	Notes
Sanitary Tap Fees		X	
Stormwater impact fee		X	
Application to utility companies for service		X	
Utility Relocations	Garmong	Owner	Notes
Electrical Utility		X	
Gas Utility		X	
Water Utility		X	



Current Specifications

Number	Description	Revision	Issued Date	Received Date	Set
00 - Procurement and Contracting Requirements					
00 01 00	TABLE OF CONTENTS	1	03/19/26	03/19/26	Addendum #003
00 10 00	NOTICE TO BIDDERS	1	03/19/26	03/19/26	Addendum #003
00 21 13	INSTRUCTIONS TO BIDDERS	0	02/25/26	02/25/26	Construction Specification Manual
00 24 13	BID CATEGORY SCOPES OF WORK	0	02/25/26	02/25/26	Construction Specification Manual
00 24 13.BC01	SITE DEVELOPMENT	1	03/12/26	03/12/26	Addendum #002
00 24 13.BC02	POOL & POOL EQUIPMENT	1	03/12/26	03/12/26	Addendum #002
00 24 13.BC03	BUILDING & POOL GENERAL TRADES	2	03/19/26	03/19/26	Addendum #003
00 24 13.BC04	MASONRY	1	03/12/26	03/12/26	Addendum #002
00 24 13.BC05	METAL PANELS & ROOFING	1	03/12/26	03/12/26	Addendum #002
00 24 13.BC06	GLAZING	1	03/12/26	03/12/26	Addendum #002
00 24 13.BC07	PLUMBING, MECHANICAL & HVAC	1	03/12/26	03/12/26	Addendum #002
00 24 13.BC08	ELECTRICAL	1	03/12/26	03/12/26	Addendum #002
00 24 13.BC09	SITE GENERAL TRADES	2	03/19/26	03/19/26	Addendum #003
00 24 13.BC10	LANDSCAPING	1	03/12/26	03/12/26	Addendum #002
00 24 13.BC11	ASPHALT PAVEMENT & CURBS	1	03/12/26	03/12/26	Addendum #002
00 31 00	AVAILABLE INFORMATION TO BIDDERS	1	03/06/26	03/04/26	Addendum #001
00 31 13	PRELIMINARY PROJECT SCHEDULE	0	02/25/26	02/25/26	Construction Specification Manual
00 43 00	STANDARD FORMS	0	02/25/26	02/25/26	Construction Specification Manual
00 43 13	BID SECURITY	0	02/25/26	02/25/26	Construction Specification Manual
00 43 25	BID PERIOD SUBSTITUTION REQUEST	0	02/25/26	02/25/26	Construction Specification Manual
00 43 50	SUBCONTRACTORS AND PRODUCT LIST	0	02/25/26	02/25/26	Construction Specification Manual
00 45 10	BIDDERS CERTIFICATION OF AUTHORIZED EMPLOYMENT	0	02/25/26	02/25/26	Construction Specification Manual
00 45 19	INDIANA FORM 96	0	02/25/26	02/25/26	Construction Specification Manual
00 45 20	CERTIFICATION OF NON-INVESTMENT IN IRAN	0	02/25/26	02/25/26	Construction Specification Manual
00 49 00	RESPONSIBLE BIDDER ORDINANCE	0	02/25/26	02/25/26	Construction Specification Manual
00 52 14	STANDARD FORM OF AGREEMENT	0	02/25/26	02/25/26	Construction Specification Manual
00 61 13	PERFORMANCE AND PAYMENT BOND	0	02/25/26	02/25/26	Construction Specification Manual
00 62 16	INSURANCE REQUIREMENTS	0	02/25/26	02/25/26	Construction Specification Manual
00-Ap - Appendices					
Appendix A	Earthwork & Site Demo Scope Delineation	0	02/25/26	02/25/26	Construction Specification Manual
Appendix A.1	Standard Form of Agreement	0	02/25/26	02/25/26	Construction Specification Manual
Appendix B	Preliminary Bid Schedule	0	02/25/26	02/25/26	Construction Specification Manual



Garmong Construction - Terre Haute Office

Number	Description	Revision	Issued Date	Received Date	Set
Appendix C	Site Logistics Plan	1	03/06/26	03/04/26	Addendum #001
Appendix D	Geotechnical Report	0	02/25/26	02/25/26	Construction Specification Manual
Appendix E	Phase I Report for Hazardous Materials	0	02/25/26	02/25/26	Construction Specification Manual
Appendix F	BABAA Requirements	0	02/25/26	02/25/26	Construction Specification Manual
Appendix G	Davis-Bacon Wage Rates	1	03/19/26	03/19/26	Addendum #003
Appendix H	Drawing & Specification Log	3	03/19/26	03/19/26	Addendum #003
Appendix I	Bid Category Scope of Work Acknowledgement	0	02/25/26	02/25/26	Construction Specification Manual
Appendix J	Sample Bid Form	0	02/25/26	02/25/26	Construction Specification Manual
Appendix K	Bidder's Certification of Authorized Employment	0	02/25/26	02/25/26	Construction Specification Manual
Appendix L	Indiana Form 96	0	02/25/26	02/25/26	Construction Specification Manual
Appendix M	Certification of Non-Investment in Iran	0	02/25/26	02/25/26	Construction Specification Manual
Appendix N	Responsible Bidder's Ordinance	0	02/25/26	02/25/26	Construction Specification Manual
Appendix O	Bid Period Substitution Request Form	0	02/25/26	02/25/26	Construction Specification Manual
Appendix P	Subcontractors and Products List	0	02/25/26	02/25/26	Construction Specification Manual
01 - General Requirements					
01 10 00	SUMMARY	0	02/25/26	02/25/26	Construction Specification Manual
01 26 00	CONTRACT MODIFICATION PROCEDURES	0	02/25/26	02/25/26	Construction Specification Manual
01 29 73	SCHEDULE OF VALUES	0	02/25/26	02/25/26	Construction Specification Manual
01 29 83	APPLICATION FOR PAYMENT	0	02/25/26	02/25/26	Construction Specification Manual
01 31 19	PROJECT MEETINGS	0	02/25/26	02/25/26	Construction Specification Manual
01 31 23	WEB-BASED PROJECT MANAGEMENT	0	02/25/26	02/25/26	Construction Specification Manual
01 32 00	SCHEDULES AND REPORTS	0	02/25/26	02/25/26	Construction Specification Manual
01 33 00	SUBMITTAL PROCEDURES	0	02/25/26	02/25/26	Construction Specification Manual
01 40 00	QUALITY REQUIREMENTS	0	02/25/26	02/25/26	Construction Specification Manual
01 42 00	REFERENCES	0	02/25/26	02/25/26	Construction Specification Manual
01 45 10	TESTING LABORATORY SERVICES	0	02/25/26	02/25/26	Construction Specification Manual
01 50 00	TEMPORARY FACILITIES AND CONTROLS	0	02/25/26	02/25/26	Construction Specification Manual
01 51 13	TEMPORARY ELECTRICITY	0	02/25/26	02/25/26	Construction Specification Manual
01 51 16	TEMPORARY FIRE PROTECTION	0	02/25/26	02/25/26	Construction Specification Manual
01 51 23	TEMPORARY HEATING, VENTILATION AND COOLING	0	02/25/26	02/25/26	Construction Specification Manual
01 51 36	TEMPORARY WATER	0	02/25/26	02/25/26	Construction Specification Manual
01 51 39	TEMPORARY SANITARY FACILITIES	0	02/25/26	02/25/26	Construction Specification Manual
01 52 00	PROJECT OFFICE	0	02/25/26	02/25/26	Construction Specification Manual
01 52 13	OFFICES AND SHEDS	0	02/25/26	02/25/26	Construction Specification Manual
01 52 60	RUBBISH CONTAINER	0	02/25/26	02/25/26	Construction Specification Manual
01 54 00	CONSTRUCTION AIDS AND TEMPORARY ENCLOSURES	0	02/25/26	02/25/26	Construction Specification Manual
01 55 00	ACCESS ROADS AND PARKING AREAS	0	02/25/26	02/25/26	Construction Specification Manual



Garmong Construction - Terre Haute Office

Job #: 7221 South Bend Kennedy Park
south west corner of Westmoor St and Goodland AVE
Southbend, Indiana 46628

Number	Description	Revision	Issued Date	Received Date	Set
01 56 23	BARRICADES	0	02/25/26	02/25/26	Construction Specification Manual
01 56 26	FENCES	0	02/25/26	02/25/26	Construction Specification Manual
01 56 39	TEMPORARY TREE AND PLANT PROTECTION	1	02/25/26	02/25/26	Construction Specification Manual
01 57 13	ENVIROMENTAL PROTECTION	0	02/25/26	02/25/26	Construction Specification Manual
01 57 15	TEMPORARY EROSION AND SEDIMENTATION CONTROL	0	02/25/26	02/25/26	Construction Specification Manual
01 57 23	TEMPORARY STORM WATER POLLUTION CONTROL	1	02/25/26	02/25/26	Construction Specification Manual
01 57 26	DUST CONTROL	0	02/25/26	02/25/26	Construction Specification Manual
01 57 29	WATER CONTROL	0	02/25/26	02/25/26	Construction Specification Manual
01 71 23	FIELD ENGINEERING	0	02/25/26	02/25/26	Construction Specification Manual
01 71 23.13	WORK LAYOUT	0	02/25/26	02/25/26	Construction Specification Manual
01 71 33.13	UTILITY PROTECTION	0	02/25/26	02/25/26	Construction Specification Manual
01 73 00	EXECUTION	0	02/25/26	02/25/26	Construction Specification Manual
01 73 29	CUTTING AND PATCHING	0	02/25/26	02/25/26	Construction Specification Manual
01 74 11	PROJECT SAFETY	0	02/25/26	02/25/26	Construction Specification Manual
01 74 13	HOUSEKEEPING	0	02/25/26	02/25/26	Construction Specification Manual
01 74 23	FINAL CLEANING	0	02/25/26	02/25/26	Construction Specification Manual
01 77 00	CONTRACT CLOSEOUT	0	02/25/26	02/25/26	Construction Specification Manual
03 - Concrete					
03 00 00	DIVISION 03 - CONCRETE - INDEX	1	02/25/26	02/26/26	Construction Specification Manual
03 10 00	CONCRETE FORMING AND ACCESSORIES	1	02/25/26	02/26/26	Construction Specification Manual
03 20 00	CONCRETE REINFORCING	1	02/25/26	02/26/26	Construction Specification Manual
03 30 00	CAST-IN-PLACE CONCRETE	1	02/25/26	02/26/26	Construction Specification Manual
04 - Masonry					
04 00 00	DIVISION 04 - MASONRY - INDEX	1	02/25/26	02/26/26	Construction Specification Manual
04 22 00	CONCRETE UNIT MASONRY	1	02/25/26	02/26/26	Construction Specification Manual
04 26 13	MASONRY VENEER	1	02/25/26	02/26/26	Construction Specification Manual
05 - Metals					
05 00 00	DIVISION 05 - METALS - INDEX	1	02/25/26	02/26/26	Construction Specification Manual
05 12 00	STRUCTURAL STEEL FRAMING	1	02/25/26	02/26/26	Construction Specification Manual
05 50 00	METAL FABRICATIONS	1	02/25/26	02/26/26	Construction Specification Manual
05 52 13	PIPE AND TUBE RAILINGS	1	02/25/26	02/26/26	Construction Specification Manual
05 70 00	DECORATIVE METAL	1	03/12/26	03/12/26	Addendum #002
06 - Wood, Plastics, and Composites					
06 00 00	DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES	1	02/25/26	02/26/26	Construction Specification Manual
06 10 00	ROUGH CARPENTRY	1	02/25/26	02/26/26	Construction Specification Manual
06 16 00	SHEATHING	1	02/25/26	02/26/26	Construction Specification Manual
07 - Thermal and Molsture Protection					



Garmong Construction - Terre Haute Office

Number	Description	Revision	Issued Date	Received Date	Set
07 00 00	DIVISION 07 - THERMAL AND MOISTURE PROTECTION - INDEX	1	02/25/26	02/26/26	Construction Specification Manual
07 11 13	BITUMINOUS DAMPPROOFING	1	02/25/26	02/26/26	Construction Specification Manual
07 21 00	THERMAL INSULATION	1	02/25/26	02/26/26	Construction Specification Manual
07 21 19	FOAMED-IN-PLACE INSULATION	1	02/25/26	02/26/26	Construction Specification Manual
07 26 00	VAPOR RETARDERS	1	02/25/26	02/26/26	Construction Specification Manual
07 41 13.13	FORMED METAL WALL PANELS	1	02/25/26	02/26/26	Construction Specification Manual
07 41 13.16	STANDING-SEAM METAL ROOF PANELS	1	02/25/26	02/26/26	Construction Specification Manual
07 42 13.23	METAL COMPOSITE MATERIAL WALL PANELS	1	02/25/26	02/26/26	Construction Specification Manual
07 42 93	METAL SOFFIT PANELS	1	02/25/26	02/26/26	Construction Specification Manual
07 54 19	POLYVINYL-CHLORIDE (PVC) ROOFING	1	02/25/26	02/26/26	Construction Specification Manual
07 62 00	SHEET METAL FLASHING AND TRIM	1	02/25/26	02/26/26	Construction Specification Manual
07 71 00	ROOF SPECIALTIES	1	02/25/26	02/26/26	Construction Specification Manual
07 72 00	ROOF ACCESSORIES	1	02/25/26	02/26/26	Construction Specification Manual
07 72 53	SNOW GUARDS	1	02/25/26	02/26/26	Construction Specification Manual
07 92 00	JOINT SEALANTS	1	02/25/26	02/26/26	Construction Specification Manual
08 - Openings					
08 00 00	DIVISION 08 - OPENINGS - INDEX	1	02/25/26	02/26/26	Construction Specification Manual
08 11 16	ALUMINUM DOORS AND FRAMES	1	02/25/26	02/26/26	Construction Specification Manual
08 31 13	ACCESS DOORS AND FRAMES	0	02/25/26	02/26/26	Construction Specification Manual
08 41 13	ALUMINUM-FRAMED STOREFRONTS	1	02/25/26	02/26/26	Construction Specification Manual
08 71 00	DOOR HARDWARE	2	03/19/26	03/19/26	Addendum #003
08 80 00	GLAZING	1	02/25/26	02/26/26	Construction Specification Manual
08 91 19	FIXED LOUVERS	1	02/25/26	02/26/26	Construction Specification Manual
09 - Finishes					
09 00 00	DIVISION 09 - FINISHES - INDEX	1	02/25/26	02/26/26	Construction Specification Manual
09 01 00	MATERIAL FINISH SCHEDULE	1	02/25/26	02/26/26	Construction Specification Manual
09 22 16	NON-STRUCTURAL METAL FRAMING	0	02/25/26	02/26/26	Construction Specification Manual
09 29 00	GYPSUM BOARD	1	02/25/26	02/26/26	Construction Specification Manual
09 65 13	RESILIENT BASE AND ACCESSORIES	1	02/25/26	02/26/26	Construction Specification Manual
09 67 23	RESINOUS FLOORING	1	02/25/26	02/26/26	Construction Specification Manual
09 91 13	EXTERIOR PAINTING	1	02/25/26	02/26/26	Construction Specification Manual
09 91 23	INTERIOR PAINTING	0	02/25/26	02/26/26	Construction Specification Manual
10 - Specialties					
10 00 00	DIVISION 10 - SPECIALTIES - INDEX	1	02/25/26	02/26/26	Construction Specification Manual
10 14 16	PLAQUES	1	02/25/26	02/26/26	Construction Specification Manual
10 14 19	DIMENSIONAL LETTER SIGNAGE	1	02/25/26	02/26/26	Construction Specification Manual
10 14 23.16	ROOM-IDENTIFICATION PANEL SIGNAGE	1	02/25/26	02/26/26	Construction Specification Manual



Garmong Construction - Terre Haute Office

Job #: 7221 South Bend Kennedy Park
south west corner of Westmoor St and Goodland AVE
Southbend, Indiana 46628

Number	Description	Revision	Issued Date	Received Date	Set
10 14 26	POST AND PANEL SIGNAGE	1	02/25/26	02/26/26	Construction Specification Manual
10 21 13.19	PLASTIC TOILET COMPARTMENTS	1	02/25/26	02/26/26	Construction Specification Manual
10 26 00	WALL AND DOOR PROTECTION	1	02/25/26	02/26/26	Construction Specification Manual
10 28 00	TOILET, BATH, AND LAUNDRY ACCESSORIES	1	02/25/26	02/26/26	Construction Specification Manual
10 44 16	FIRE EXTINGUISHERS	1	02/25/26	02/26/26	Construction Specification Manual
10 51 13	METAL LOCKERS	1	02/25/26	02/26/26	Construction Specification Manual
10 56 13	METAL STORAGE SHELVING	1	02/25/26	02/26/26	Construction Specification Manual
11 - Equipment					
11 00 00	DIVISION 11 - EQUIPMENT - INDEX	1	02/25/26	02/26/26	Construction Specification Manual
11 66 23	ATHLETIC EQUIPMENT	1	02/25/26	02/26/26	Construction Specification Manual
11 68 00	PLAY FIELD EQUIPMENT AND STRUCTURES	1	02/25/26	02/26/26	Construction Specification Manual
12 - Furnishings					
12 00 00	DIVISION 12 - FURNISHINGS - INDEX	1	02/25/26	02/26/26	Construction Specification Manual
12 24 13	ROLLER WINDOW SHADES	1	02/25/26	02/26/26	Construction Specification Manual
12 32 16	MANUFACTURED PLASTIC-LAMINATE-CLAD CASEWORK	1	02/25/26	02/26/26	Construction Specification Manual
12 36 16	METAL COUNTERTOPS	1	02/25/26	02/26/26	Construction Specification Manual
12 36 61.16	SOLID SURFACING COUNTERTOPS	1	02/25/26	02/26/26	Construction Specification Manual
13 - Special Construction					
13 00 00	DIVISION 13 - SPECIALTIES - INDEX	1	02/25/26	02/26/26	Construction Specification Manual
13 11 13	POOL GENERAL	1	02/25/26	02/26/26	Construction Specification Manual
13 11 18	POOL CONCRETE	1	02/25/26	02/26/26	Construction Specification Manual
13 11 20	POOL PIPE AND PIPE FITTINGS	1	02/25/26	02/26/26	Construction Specification Manual
13 11 23	POOL PIPE SUPPORTS	1	02/25/26	02/26/26	Construction Specification Manual
13 11 24	POOL VALVES	1	02/25/26	02/26/26	Construction Specification Manual
13 11 25	POOL CENTRIFUGAL PUMPS	1	02/25/26	02/26/26	Construction Specification Manual
13 11 26	POOL PUMP VFD	1	02/25/26	02/26/26	Construction Specification Manual
13 11 30	POOL REGENERATIVE MEDIA FILTERS	1	02/25/26	02/26/26	Construction Specification Manual
13 11 37	POOL CHEMICAL SYSTEMS AND CONTROLS	1	02/25/26	02/26/26	Construction Specification Manual
13 11 40	POOL HEATING SYSTEMS	1	02/25/26	02/26/26	Construction Specification Manual
13 11 42	PERIMETER OVERFLOW GUTTER GRATING	1	02/25/26	02/26/26	Construction Specification Manual
13 11 43	POOL STAINLESS STEEL GUTTERS	1	02/25/26	02/26/26	Construction Specification Manual
13 11 45	POOL RAIL GOODS	1	02/25/26	02/26/26	Construction Specification Manual
13 11 46	POOL EQUIPMENT	1	02/25/26	02/26/26	Construction Specification Manual
13 11 47	POOL PLAY EQUIPMENT	1	02/25/26	02/26/26	Construction Specification Manual
13 11 65	WATER FLUME RIDES	1	02/25/26	02/26/26	Construction Specification Manual
13 11 66	POOL PAINT FINISH	1	02/25/26	02/26/26	Construction Specification Manual
13 34 19	METAL BUILDING SYSTEMS	1	02/25/26	02/26/26	Construction Specification Manual



Garmong Construction - Terre Haute Office

Number	Description	Revision	Issued Date	Received Date	Set
22 - Plumbing					
22 00 00	DIVISION 22 - PLUMBING - INDEX	1	02/25/26	02/26/26	Construction Specification Manual
22 05 00	COMMON WORK RESULTS FOR PLUMBING	1	02/25/26	02/26/26	Construction Specification Manual
22 05 23	GENERAL-DUTY VALVES FOR PLUMBING PIPING	1	02/25/26	02/26/26	Construction Specification Manual
22 05 29	HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT	1	02/25/26	02/26/26	Construction Specification Manual
22 05 53	IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT	1	02/25/26	02/26/26	Construction Specification Manual
22 05 93	TESTING, ADJUSTING, AND BALANCING FOR PLUMBING	1	02/25/26	02/26/26	Construction Specification Manual
22 07 19	PLUMBING PIPING INSULATION	1	02/25/26	02/26/26	Construction Specification Manual
22 11 16	DOMESTIC WATER PIPING	1	02/25/26	02/26/26	Construction Specification Manual
22 11 19	DOMESTIC WATER PIPING SPECIALTIES	1	02/25/26	02/26/26	Construction Specification Manual
22 11 23.21	INLINE, DOMESTIC-WATER PUMPS	1	02/25/26	02/26/26	Construction Specification Manual
22 13 16	SANITARY WASTE AND VENT PIPING	1	02/25/26	02/26/26	Construction Specification Manual
22 13 19	SANITARY WASTE PIPING SPECIALTIES	1	02/25/26	02/26/26	Construction Specification Manual
22 13 19.13	SANITARY DRAINS	1	02/25/26	02/26/26	Construction Specification Manual
22 13 23	SANITARY WASTE INTERCEPTORS	1	02/25/26	02/26/26	Construction Specification Manual
22 13 29	SANITARY SEWAGE PUMPS	1	02/25/26	02/26/26	Construction Specification Manual
22 14 14	STORM DRAINAGE PIPING	0	02/25/26	02/26/26	Construction Specification Manual
22 14 23	STORM DRAINAGE PIPING SPECIALTIES	0	02/25/26	02/26/26	Construction Specification Manual
22 17 23	FACILITY NATURAL-GAS PIPING	1	02/25/26	02/26/26	Construction Specification Manual
22 34 00	FUEL-FIRED, DOMESTIC-WATER HEATERS	1	02/25/26	02/26/26	Construction Specification Manual
22 42 00	COMMERCIAL PLUMBING FIXTURES	2	03/19/26	03/19/26	Addendum #003
22 45 00	EMERGENCY PLUMBING FIXTURES	1	02/25/26	02/26/26	Construction Specification Manual
22 47 13	DRINKING FOUNTAINS	1	02/25/26	02/26/26	Construction Specification Manual
23 - Heating, Ventilating, and Air Conditioning (HVAC)					
23 00 00	DIVISION 23 - MECHANICAL - INDEX	1	02/25/26	02/26/26	Construction Specification Manual
23 05 00	COMMON WORK RESULTS FOR HVAC	1	02/25/26	02/26/26	Construction Specification Manual
23 05 29	HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT	1	02/25/26	02/26/26	Construction Specification Manual
23 05 53	IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT	1	02/25/26	02/26/26	Construction Specification Manual
23 05 93	TESTING, ADJUSTING, AND BALANCING FOR HVAC	1	02/25/26	02/26/26	Construction Specification Manual
23 07 13	DUCT INSULATION	1	02/25/26	02/26/26	Construction Specification Manual
23 07 19	HVAC PIPING INSULATION	0	02/25/26	02/26/26	Construction Specification Manual
23 21 13	HYDRONIC PIPING	0	02/25/26	02/26/26	Construction Specification Manual
23 23 00	REFRIGERANT PIPING	0	02/25/26	02/26/26	Construction Specification Manual
23 31 13	METAL DUCTS	1	02/25/26	02/26/26	Construction Specification Manual
23 31 16	NONMETAL DUCTS	1	02/25/26	02/26/26	Construction Specification Manual
23 33 00	AIR DUCT ACCESSORIES	1	02/25/26	02/26/26	Construction Specification Manual
23 33 46	FLEXIBLE DUCTS	1	02/25/26	02/26/26	Construction Specification Manual



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23 34 16	CENTRIFUGAL HVAC FANS	1	02/25/26	02/26/26	Construction Specification Manual
23 34 23	HVAC POWER VENTILATORS	1	02/25/26	02/26/26	Construction Specification Manual
23 37 13.13	AIR DIFFUSERS	1	02/25/26	02/26/26	Construction Specification Manual
23 37 13.23	REGISTERS AND GRILLES	1	02/25/26	02/26/26	Construction Specification Manual
23 37 23	HVAC GRAVITY VENTILATORS	0	02/25/26	02/26/26	Construction Specification Manual
23 81 13.11	PACKAGED TERMINAL AIR-CONDITIONERS, THROUGH-WALL UNITS	1	02/25/26	02/26/26	Construction Specification Manual
23 81 26	SPLIT-SYSTEM AIR-CONDITIONERS	0	02/25/26	02/26/26	Construction Specification Manual
26 - Electrical					
26 00 00	DIVISION 26 - ELECTRICAL - INDEX	1	02/25/26	02/26/26	Construction Specification Manual
26 05 19	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	1	02/25/26	02/26/26	Construction Specification Manual
26 05 26	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	1	02/25/26	02/26/26	Construction Specification Manual
26 05 29	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	1	02/25/26	02/26/26	Construction Specification Manual
26 05 33	RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS	1	02/25/26	02/26/26	Construction Specification Manual
26 05 43	UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS	1	02/25/26	02/26/26	Construction Specification Manual
26 05 44	SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING	1	02/25/26	02/26/26	Construction Specification Manual
26 05 53	IDENTIFICATION FOR ELECTRICAL SYSTEMS	1	02/25/26	02/26/26	Construction Specification Manual
26 09 23	LIGHTING CONTROL DEVICES	1	02/25/26	02/26/26	Construction Specification Manual
26 22 13	LOW-VOLTAGE DISTRIBUTION TRANSFORMERS	1	02/25/26	02/26/26	Construction Specification Manual
26 24 16	PANELBOARDS	1	02/25/26	02/26/26	Construction Specification Manual
26 27 26	WIRING DEVICES	1	02/25/26	02/26/26	Construction Specification Manual
26 28 13	FUSES	1	02/25/26	02/26/26	Construction Specification Manual
26 28 16	ENCLOSED SWITCHES AND CIRCUIT BREAKERS	1	02/25/26	02/26/26	Construction Specification Manual
26 29 13	ENCLOSED CONTROLLERS	1	02/25/26	02/26/26	Construction Specification Manual
26 43 13	SURGE PROTECTION FOR LOW-VOLTAGE ELECTRICAL POWER CIRCUITS	1	02/25/26	02/26/26	Construction Specification Manual
26 51 19	LED LIGHTING	1	02/25/26	02/26/26	Construction Specification Manual
26 52 13	EMERGENCY AND EXIT LIGHTING	1	02/25/26	02/26/26	Construction Specification Manual
26 56 13	LIGHTINGPOLES AND STANDARDS	0	02/25/26	02/26/26	Construction Specification Manual
27 - Communications					
27 00 00	DIVISION 07 - COMMUNICATIONS - INDEX	1	02/25/26	02/26/26	Construction Specification Manual
27 05 26	GROUNDING AND BONDING FOR COMMUNICATION SYSTEMS	1	02/25/26	02/26/26	Construction Specification Manual
27 11 00	COMMUNICATIONS EQUIPMENT ROOM FITTINGS	1	02/25/26	02/26/26	Construction Specification Manual
27 11 16	COMMUNICATIONS RACKS, FRAMES, AND ENCLOSURES	1	02/25/26	02/26/26	Construction Specification Manual
27 15 13	COMMUNICATIONS COPPER HORIZONTAL CABLING	1	02/25/26	02/26/26	Construction Specification Manual
28 - Electronic Safety and Security					
28 00 00	DIVISION 28 - ELECTRONIC SAFETY AND SECURITY - INDEX	1	02/25/26	02/26/26	Construction Specification Manual
28 15 00	ACCESS CONTROL HARDWARE DEVICES	1	02/25/26	02/26/26	Construction Specification Manual
28 20 00	VIDEO SURVEILLANCE	2	03/19/26	03/19/26	Addendum #003

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Job #: 7221 South Bend Kennedy Park
south west corner of Westmoor St and Goodland AVE
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Number	Description	Revision	Issued Date	Received Date	Set
31 - Earthwork					
31 00 00	DIVISION 31 - EARTHWORK - INDEX	1	02/25/26	02/26/26	Construction Specification Manual
31 10 00	SITE CLEARING	1	02/25/26	02/26/26	Construction Specification Manual
31 20 00	EARTH MOVING	1	02/25/26	02/26/26	Construction Specification Manual
31 23 19	DEWATERING	1	02/25/26	02/26/26	Construction Specification Manual
31 50 00	EXCAVATION SUPPORT AND PROTECTION	1	02/25/26	02/26/26	Construction Specification Manual
32 - Exterior Improvements					
32 00 00	DIVISION 32 - EXTERIOR IMPROVEMENTS - INDEX	1	02/25/26	02/26/26	Construction Specification Manual
32 12 16	ASPHALT PAVING	1	02/25/26	02/26/26	Construction Specification Manual
32 13 13	CONCRETE PAVING	1	02/25/26	02/26/26	Construction Specification Manual
32 13 14	POST-TENSIONED CONCRETE COURTS	0	02/25/26	02/26/26	Construction Specification Manual
32 13 73	CONCRETE PAVING JOINT SEALANTS	1	02/25/26	02/26/26	Construction Specification Manual
32 17 13	PARKING BUMPERS	1	02/25/26	02/26/26	Construction Specification Manual
32 17 23	PAVEMENT MARKINGS	1	02/25/26	02/26/26	Construction Specification Manual
32 17 26	TACTILE WARNING SURFACING	1	02/25/26	02/26/26	Construction Specification Manual
32 18 00	TEXTURED ACRYLIC SURFACING	0	02/25/26	02/26/26	Construction Specification Manual
32 18 16	PLAYGROUND PROTECTIVE SURFACING	1	02/25/26	02/26/26	Construction Specification Manual
32 31 13	CHAIN LINK FENCES AND GATES	1	02/25/26	02/26/26	Construction Specification Manual
32 33 00	SITE FURNISHINGS	1	02/25/26	02/26/26	Construction Specification Manual
32 91 13	SOIL PREPARATION	1	02/25/26	02/26/26	Construction Specification Manual
32 92 00	TURF AND GRASSES	1	02/25/26	02/26/26	Construction Specification Manual
32 93 00	PLANTS	1	02/25/26	02/26/26	Construction Specification Manual
33 - Utilities					
33 00 00	UTILITIES-INDEX	1	02/25/26	02/26/26	Construction Specification Manual
33 30 00	SANITARY SEWERAGE UTILITIES	1	02/25/26	02/26/26	Construction Specification Manual
33 42 00	STORMWATER CONVEYANCE	1	02/25/26	02/26/26	Construction Specification Manual
33 45 00	OUTSIDE WATER PIPING	1	02/25/26	02/26/26	Construction Specification Manual



Garmong Construction - Terre Haute Office

Job #: 7221 South Bend Kennedy Park
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Current Drawings

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
General					
A0.1	GENERAL NOTES AND INFORMATION	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
A0.2	CODE ANALYSIS AND COMPLIANCE PLANS AND SIGNAGE	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
COVER	COVER SHEET	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
G1.0	NOTES, TABLE OF CONTENTS, AND MISCELLANEOUS INFORMATION	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
G1.1	SITE ACCESS AND STAGING PLANS	0	03/12/2026	03/12/2026	Addendum #002 (03/12/26)
Civil					
C0.1	TOPOGRAPHIC SURVEY - AREA A	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
C0.2	TOPOGRAPHIC SURVEY - AREA B	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
C1.0	OVERALL CLEARING AND REMOVALS PLAN	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
C1.1	CLEARING AND REMOVALS PLAN - AREA A	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
C1.2	CLEARING AND REMOVALS PLAN - AREA B	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
C1.3	CLEARING AND REMOVALS PLAN - AREA C	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
C1.4	CLEARING AND REMOVALS PLAN - AREA D	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
C1.5	CLEARING AND REMOVALS PLAN - AREA E	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
C1.6	CLEARING AND REMOVALS PLAN - AREA F	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
C1.7	CLEARING AND REMOVALS PLAN - AREA G	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
C1.8	CLEARING AND REMOVALS PLAN - AREA H	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
C1.9	CLEARING AND REMOVALS - AREA I	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
C2.0	OVERALL SITE LAYOUT AND GEOMETRIC PLAN	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
C2.1	SITE LAYOUT AND GEOMETRIC PLAN - AREA A	3	03/12/2026	03/12/2026	Addendum #002 (03/12/26)
C2.2	SITE LAYOUT AND GEOMETRIC PLAN - AREA B	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)

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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
C2.3	SITE LAYOUT AND GEOMETRIC PLAN - AREA C	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
C2.4	SITE LAYOUT AND GEOMETRIC PLAN - AREA D	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
C2.5	SITE LAYOUT AND GEOMETRIC PLAN - AREA E	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
C2.6	SITE LAYOUT AND GEOMETRIC PLAN - AREA F	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
C2.7	SITE LAYOUT AND GEOMETRIC PLAN - AREA G	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
C2.8	SITE LAYOUT AND GEOMETRIC PLAN - AREA H	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
C2.9	SITE LAYOUT AND GEOMETRIC PLAN - AREA I	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
C2.10	PLAYGROUND LAYOUT AND POOL DECK JOINTING PLAN	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
C2.11	SITE IMPROVEMENT COORDINATE SCHEDULE - 1	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
C2.12	SITE IMPROVEMENT COORDINATE SCHEDULE - 2	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
C2.13	SITE IMPROVEMENT COORDINATE SCHEDULE - 3	3	03/12/2026	03/12/2026	Addendum #002 (03/12/26)
C3.0	OVERALL SITE GRADING AND EROSION CONTROL PLAN	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
C3.1	SITE GRADING AND EROSION CONTROL PLAN - AREA A	3	03/12/2026	03/12/2026	Addendum #002 (03/12/26)
C3.2	SITE GRADING AND EROSION CONTROL PLAN - AREA B	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
C3.3	SITE GRADING AND EROSION CONTROL PLAN - AREA C	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
C3.4	SITE GRADING AND EROSION CONTROL PLAN - AREA D	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
C3.5	SITE GRADING AND EROSION CONTROL PLAN - AREA E	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
C3.6	SITE GRADING AND EROSION CONTROL PLAN - AREA F	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
C3.7	SITE GRADING AND EROSION CONTROL PLAN - AREA G	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
C3.8	SITE GRADING AND EROSION CONTROL PLAN - AREA H	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
C3.9	SITE GRADING AND EROSION CONTROL PLAN - AREA I	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
C4.0	OVERALL SITE UTILITY PLAN	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
C4.1	SITE UTILITY PLAN - AREA A	3	03/19/2026	03/19/2026	Addendum #003 (03/19/26)
C4.2	SITE UTILITY PLAN - AREA B	3	03/19/2026	03/19/2026	Addendum #003 (03/19/26)

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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
C4.3	SITE UTILITY PLAN - AREA E	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
C5.0	OVERALL SITE PLANTING PLAN	3	03/12/2026	03/12/2026	Addendum #002 (03/12/26)
C5.1	SITE PLANTING PLAN - AREA A	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
C5.2	SITE PLANTING PLAN - AREA B	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
C5.3	SITE PLANTING PLAN - AREA C	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
C5.4	SITE PLANTING PLAN - AREA D	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
C5.5	SITE PLANTING PLAN - AREA E	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
C6.0	SITE DETAILS - 1	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
C6.1	SITE DETAILS - 2	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
C6.2	SITE DETAILS - 3	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
C6.3	SITE DETAILS - 4	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
C6.4	SITE DETAILS - 5	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
C6.5	SITE DETAILS - 6	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
C6.6	SITE DETAILS - 7	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
C6.7	SITE DETAILS - 8	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
C6.8	SITE DETAILS - 9	3	03/19/2026	03/19/2026	Addendum #003 (03/19/26)
C6.9	SITE DETAILS - 10	3	03/12/2026	03/12/2026	Addendum #002 (03/12/26)
C6.10	SITE DETAILS - 11	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
C6.11	SITE DETAILS - 12	3	03/12/2026	03/12/2026	Addendum #002 (03/12/26)
C6.12	SITE DETAILS - 13	1	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
C6.13	SITE DETAILS - 14	0	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
Structural					
S0.1	GENERAL NOTES & ABBREVIATIONS - 1	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
S0.2	GENERAL NOTES & ABBREVIATIONS - 2	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
S1.1	FOUNDATION PLAN	3	03/18/2026	03/19/2026	Addendum #003 (03/19/26)

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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
S1.2	ROOF FRAMING PLAN	1	03/12/2026	03/12/2026	Addendum #002 (03/12/26)
S3.1	FOUNDATION DETAILS & SECTIONS - 1	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
S3.2	FOUNDATION DETAILS & SECTIONS - 2	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
S4.1	TYPICAL MASONRY DETAILS & SECTIONS	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
S5.1	FRAMING DETAILS & SECTIONS - 1	3	03/12/2026	03/12/2026	Addendum #002 (03/12/26)
S5.2	FRAMING DETAILS & SECTIONS - 2	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
S6.1	SCHEDULES AND DETAILS	1	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
Architectural					
A0.3	ROOM FINISH AND PARTITION SCHEDULES, WINDOW, DOOR AND FRAME ELEVATIONS	3	03/19/2026	03/19/2026	Addendum #003 (03/19/26)
A2.1	AQUATICS BUILDING - FIRST FLOOR PLAN	3	03/19/2026	03/19/2026	Addendum #003 (03/19/26)
A4.1	AQUATICS BUILDING - ROOF PLAN AND DETAILS	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
A5.1	AQUATICS BUILDING - EXTERIOR ELEVATIONS - 1	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
A5.2	AQUATICS BUILDING - EXTERIOR ELEVATIONS - 2	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
A6.1	AQUATICS BUILDING - N/S BUILDING SECTIONS	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
A6.2	AQUATICS BUILDING - E-W BUILDING SECTIONS	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
A6.3	AQUATICS BUILDING - NW-SE & NE-SW BUILDING SECTIONS	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
A7.1	AQUATICS BUILDING - WALL SECTIONS - 1	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
A7.2	AQUATICS BUILDING - WALL SECTIONS - 2	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
A7.3	AQUATICS BUILDING - WALL SECTIONS - 3	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
A7.4	AQUATICS BUILDING - WALL SECTIONS - 4	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
A7.5	AQUATICS BUILDING - SECTION DETAILS - 1	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
A7.6	AQUATICS BUILDING - SECTION DETAILS - 2	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
A8.1	AQUATICS BUILDING - INTERIOR ELEVATIONS	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
A9.1	AQUATICS BUILDING - ENLARGED TOILET PLANS AND INTERIOR ELEVATIONS	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
A10.1	AQUATICS BUILDING - FIRST FLOOR REFLECTED CEILING PLAN	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)

EXHIBIT 3-1

Printed on Tue Mar 31, 2026 at 01:41 pm EDT

Job #: 7221 South Bend Kennedy Park
south west corner of Westmoor St and Goodland AVE
Southbend, Indiana 46628



Garmong Construction - Terre Haute Office

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
A11.1	AQUATICS BUILDING - FLOOR PLAN DETAILS	1	02/25/2026	02/26/2026	26) 100% Construction Drawings (02/25/26)
Plumbing					
P0.1	GENERAL PLUMBING NOTES, SYMBOLS, AND ABBREVIATIONS	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
P2.0	AQUATICS BUILDING - UNDERFLOOR PLUMBING PLAN	1	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
P2.1	AQUATICS BUILDING - FIRST FLOOR PLUMBING PLAN	1	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
P2.2	AQUATICS BUILDING - ROOF PLUMBING PLAN	1	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
P3.1	AQUATICS BUILDING - OVERALL SANITARY AND VENT RISER DIAGRAM	3	03/19/2026	03/19/2026	Addendum #003 (03/19/26)
P3.2	AQUATICS BUILDING - SANITARY AND VENT RISER DIAGRAMS	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
P4.1	ENLARGED PLUMBING PLANS - 1	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
P4.2	ENLARGED PLUMBING PLANS - 2	1	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
P4.3	ENLARGED PLUMBING PLANS - 3	2	03/19/2026	03/19/2026	Addendum #003 (03/19/26)
P5.1	PLUMBING DETAILS	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
P6.1	PLUMBING EQUIPMENT AND FIXTURE SCHEDULES	3	03/19/2026	03/19/2026	Addendum #003 (03/19/26)
Mechanical					
M0.1	GENERAL MECHANICAL NOTES, SYMBOLS, ABBREVIATIONS, AND SCHEDULES	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
M2.1	AQUATICS BUILDING - FIRST FLOOR MECHANICAL PLAN	1	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
M2.2	AQUATICS BUILDING - ROOF MECHANICAL PLAN	1	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
M5.1	MECHANICAL DETAILS	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
Electrical					
E0.1	GENERAL INFORMATION	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
E1.0	ELECTRICAL SITE REMOVALS PLAN	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
E1.1	ELECTRICAL SITE INSTALLATION PLAN	3	03/19/2026	03/19/2026	Addendum #003 (03/19/26)
E2.1	AQUATICS BUILDING FIRST FLOOR POWER PLAN	2	03/19/2026	03/19/2026	Addendum #003 (03/19/26)
E3.1	AQUATICS BUILDING FIRST FLOOR LIGHTING PLAN	3	03/19/2026	03/19/2026	Addendum #003 (03/19/26)
E4.1	AQUATICS BUILDING FIRST FLOOR SYSTEMS PLAN	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)
E5.1	DETAILS -1	2	02/25/2026	02/26/2026	100% Construction Drawings (02/25/26)

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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
E6.1	SCHEDULES	3	03/19/2026	03/19/2026	Addendum #003 (03/19/26)
Pool Drawings					
PL100	OVERALL AQUATICS PLAN	2	03/04/2026	03/04/2026	Addendum #001 (03/04/26)
PL101	GENERAL DETAILS AND SCHEDULES	2	03/04/2026	03/04/2026	Addendum #001 (03/04/26)
PL110	POOL A -LEISURE POOL PLAN - Plan View	2	03/04/2026	03/04/2026	Addendum #001 (03/04/26)
PL111	POOL A -LEISURE POOL DIMENSION PLAN	2	03/04/2026	03/04/2026	Addendum #001 (03/04/26)
PL112	POOL A -LEISURE POOL SECTIONS	2	03/04/2026	03/04/2026	Addendum #001 (03/04/26)
PL113	POOL A - LEISURE POOL ENLARGED SAFETY ENVELOPE	2	03/04/2026	03/04/2026	Addendum #001 (03/04/26)
PL114	POOL A -LEISURE POOL DETAILS	2	03/04/2026	03/04/2026	Addendum #001 (03/04/26)
PL115	POOL A -LEISURE POOL DETAILS	2	03/04/2026	03/04/2026	Addendum #001 (03/04/26)
PL116	POOL A -LEISURE POOL DETAILS	2	03/04/2026	03/04/2026	Addendum #001 (03/04/26)
PL117	POOL A - LEISURE POOL FEATURE DETAILS	2	03/04/2026	03/04/2026	Addendum #001 (03/04/26)
PL200	STRUCTURAL NOTES, PLANS AND SCHEDULE	2	03/04/2026	03/04/2026	Addendum #001 (03/04/26)
PL210	STRUCTURAL DETAILS	2	03/04/2026	03/04/2026	Addendum #001 (03/04/26)
PL211	STRUCTURAL DETAILS	2	03/04/2026	03/04/2026	Addendum #001 (03/04/26)
PL212	STRUCTURAL DETAILS	2	03/04/2026	03/04/2026	Addendum #001 (03/04/26)
PL213	STRUCTURAL DETAILS	2	03/04/2026	03/04/2026	Addendum #001 (03/04/26)
PL214	STRUCTURAL DETAILS	2	03/04/2026	03/04/2026	Addendum #001 (03/04/26)
PL300	OVERALL PIPING PLAN	2	03/04/2026	03/04/2026	Addendum #001 (03/04/26)
PL301	MECHANICAL NOTES	2	03/04/2026	03/04/2026	Addendum #001 (03/04/26)
PL302	GENERAL DETAILS	2	03/04/2026	03/04/2026	Addendum #001 (03/04/26)
PL310	POOL A-LEISURE POOL PIPING	2	03/04/2026	03/04/2026	Addendum #001 (03/04/26)
PL311	PRESSURIZED WALL INLET LAYOUT & ZONES	2	03/04/2026	03/04/2026	Addendum #001 (03/04/26)
PL400	MECHANICAL EQUIPMENT PLAN	2	03/04/2026	03/04/2026	Addendum #001 (03/04/26)
PL401	MECHANICAL EQUIPMENT SCHEDULES	2	03/04/2026	03/04/2026	Addendum #001 (03/04/26)
PL402	KENNEDY PARK IMPROVEMENTS	2	03/04/2026	03/04/2026	Addendum #001 (03/04/26)
PL403	MECHANICAL DETAILS	2	03/04/2026	03/04/2026	Addendum #001 (03/04/26)
PL404	MECHANICAL DETAILS	2	03/04/2026	03/04/2026	Addendum #001 (03/04/26)
PL405	DEFENDER DETAILS	2	03/04/2026	03/04/2026	Addendum #001 (03/04/26)
PL406	DEFENDER FILTER SCHEMATIC DETAIL VIEW	2	03/04/2026	03/04/2026	Addendum #001 (03/04/26)
PL407	MECHANICAL DETAILS	2	03/04/2026	03/04/2026	Addendum #001 (03/04/26)
PL510	POOL A MECHANICAL SCHEMATIC	2	03/04/2026	03/04/2026	Addendum #001 (03/04/26)
PL511	POOL A ELECTRICAL SCHEMATIC	2	03/04/2026	03/04/2026	Addendum #001 (03/04/26)
PL600	PENETRATION PLAN VIEW	2	03/04/2026	03/04/2026	Addendum #001 (03/04/26)

**BOARD OF PUBLIC WORKS
AGENDA ITEM REVIEW REQUEST FORM**

Date: 05/07/2026
 Name: **Patrick Sherman** Department of Public Works – Engineering Division
 BPW Date: 05/12/2026 Phone Extension: _____

Required Prior to Submittal to Board

BPW Attorney Attorney Name Michael Schmidt
 Dept. Attorney Attorney Name _____
 Purchasing **Mickey Lovey**

Check the Appropriate Item Type – Required for All Submissions

<input type="checkbox"/> Professional Services Agreement	<input type="checkbox"/> Contract	<input type="checkbox"/> Proposal
<input type="checkbox"/> Open Market Contract	<input checked="" type="checkbox"/> Amendment/Addendum	<input type="checkbox"/> Special Purchase, QPA
<input type="checkbox"/> Bid Opening	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Req. to Advertise <input type="checkbox"/> Title Sheet
<input type="checkbox"/> Quote Opening	<input type="checkbox"/> Quote Award	<input type="checkbox"/> Reject Bids/Quotes
<input type="checkbox"/> Proposal Opening	<input type="checkbox"/> C/O & PCA No. _____	<input type="checkbox"/> PCA
<input type="checkbox"/> Chg. Order, No. _____	<input type="checkbox"/> Traffic Control _____	<input type="checkbox"/> Resolution
<input type="checkbox"/> Other: _____		<input type="checkbox"/> Ease./Encroach

Required Information

Company or Vendor Name DLZ Indiana, LLC
 New Vendor Yes If Yes, Approved by Purchasing
 No
 MBE/WBE Contractor MBE Completed E-Verify Form Attached Yes
 WBE No
 Project Name Kennedy Park Renovation
 Project Number 123-008
 Funding Source Multiple
 Account No. PR/ PO #20654
 Amount \$284,500.00
 Terms of Contract EJCDC Amendment
Special Contract Provisions
 Purpose/Description Construction Administration services for the Kennedy Park Renovation.

For Change Orders Only

Amount of Increase \$ _____
 Decrease (\$ _____)
 Previous Amount \$ _____
 Increase _____ %
 Current Percent of Change: Decrease (_____ %)
 New Amount \$ _____
 Increase _____ %
 Total Percent of Change: Decrease (_____ %)
 Time Extension Amount: _____
 New Completion Date: _____