

DRAFT AIA® Document A104® – 2017

Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the «~~Sixteenth~~Twenty-Eighth» day of «~~August~~January» in the year «Two Thousand Twenty-six»
(In words, indicate day, month and year.)

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

«TAILWIND HOSPITALITY, INC.»« »
«1740 AIRPORT BLVD., SUITE 12» »
«WILMINGTON, NC 28405» »
«910.228.6396» »

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

« »« »
« »
« »
« »

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

«~~BISHOP INTERNATIONAL AIRPORT~~AMTRAK PROVIDENCE STATION –
RETAIL RENOVATION—BAR FINISHES REFRESH»
«3425-100 GASPEE ST. PROVIDENCE, RHODE ISLANDBRISTOL ROAD, FLINT
MI 48507.02903»
«INTERIOR FINISHES RENOVATION BAR IN THE EXISTING TAILWIND
HOSPITALITY, INC. TENENT RETAIL SPACE INCLUDING THE EXISTING
STORAGE ROOM, A TOTAL OF 1,320 GSF, SEATING AREA, ENTRY PERGOLA»

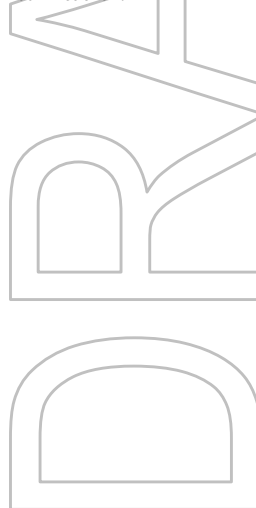
The Architect:
(Name, legal status, address and other information)

«mckAyde architecture STUDIO, pllc»« »
«9555 POPLAR POINT RD» »
«ATHENS, AL 35611» »
«813.748.3519» »

The Owner and Contractor agree as follows.

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

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



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ARTICLE 1 THE WORK OF THIS CONTRACT

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

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

☐ [« - »] The date of this Agreement.

☐ [« »] A date set forth in a notice to proceed issued by the Owner.

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[☐] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

«AUGUST 28, 2026 IS THE ANTICIPATED DATE OF COMMENCEMENT OF THE WORK FOR THE GENERAL CONTRACTOR TO BEGIN PURCHASING ALL NECESSARY CONSTRUCTION MATERIALS AND ANY OTHER COMPONENTS OF THE CONTRACT. IT IS UNDERSTOOD THAT CONSTRUCTION, ON-SITE, WILL NOT COMMENCE UNTIL A TIME WHEN THE LOCAL JURISDICTION HAS APPROVED A PERMIT FOR CONSTRUCTION.»

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

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

§ 2.3 Substantial Completion

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

[☐] Not later than « » (« ») calendar days from the date of commencement of the Work.

[☒] By the following date: « THE GENERAL CONTRACTOR SHALL HAVE 2-MONTHS (61 CALENDAR DAYS) FROM THE DATE THE MUNICIPALITY APPROVES AND ISSUES A PERMIT FOR CONSTRUCTION DATE TO COMPLETE THE SCOPE OF WORK AND ACHIEVE A CERTIFICATE OF OCCUPANCY FOR THE WHOLE SCOPE OF WORK. COMPLETION OF THE SCOPE OF WORK MAY BE COMPLETED IN PHASES WITH PARTIAL CERTIFICATES OF OCCUPANCY SUCH THAT THE PORTIONS OF THE WORK MAY BE APPROVED BY THE MUNICIPALITY FOR USE BY THE TRAIN STATION OCCUPANTS. »

§ 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 Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

–Phase 2 shall be completed prior to Phase 3 starting such that the Phase 2 Retail floor area shall be occupiable and ready for use.

Substantial Completion Date

Contractor shall determine when Phase 2 shall be complete within the 61 calendar days of the Contract Time.

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

[☒] Stipulated Sum, in accordance with Section 3.2 below

[☐] Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

[☐] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

RFP notes 85 calendar days (12 weeks)

The bid we are submitting on is for all three phases. Total 12 weeks

§ 3.2 The Stipulated Sum shall be «TBD » (\$ «TBD »), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

«Alternative pricing is required to be provided for the GC to deduct the cost of the upper wall furring and installation on North, East & West walls above the Display Units at 8'-2" AFF to the bottom of the roof deck and provide a painted finish P-05. The Owner may decide not to install the OFOI Graphic Panels GP-01, 02, 03 and will need to know the deduct cost for deleting the wall furring and adding the cost of the painted finish. »

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

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 3.2.3 Allowances, if any, included in the stipulated sum:
(Identify each allowance.)

Item	Price
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§ 3.3 Cost of the Work Plus Contractor's Fee

§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.3.2 The Contractor's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

« »

§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price

§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.4.2 The Contractor's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

« »

§ 3.4.3 Guaranteed Maximum Price

§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed « » (\$ « »), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.
(Insert specific provisions if the Contractor is to participate in any savings.)

« »

§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« — »

§ 3.4.3.3 Unit Prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 3.4.3.4 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Item	Price
------	-------

§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

« — »

§ 3.4.3.6 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.

§ 3.4.3.7 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.

§ 3.5 Liquidated damages, if any:

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

« — »

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

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

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

« »

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the « 5th » day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the « 20th » day of the « same » month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than « fifteen » (« 15 ») days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 4.1.4 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)

«10% and will be reduced to 5% upon achieving Substantial Completion.»

§ 4.1.5 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.)

« » % « »

§ 4.2 Final Payment

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

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

« »

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[☐] Arbitration pursuant to Section 21.6 of this Agreement

[☐] Litigation in a court of competent jurisdiction

[☒] Other (Specify)

« the Judicial Court of Wilmington, NC – New Hanover County Superior Court. »

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

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 6.1.2 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

«N/A.»

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User Notes: (1817657961)

§ 6.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ 6.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

« All specifications for the Project are included on the Bid Set Drawing Sheets »

Section	Title	Date	Pages

§ 6.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

« »

Number	Title	Date

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ID100	DRAWING INDEX	07.27.26
A001	SYMBOLS, NOTES & ABBREVIATIONS, CODE	07.27.26
A002	SITE / ORIENTATION PLAN	07.27.26
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A602	INTERIOR ELEVATIONS - RETAIL	07.27.26
A603	INT. ELEVS. - RETAIL FRONT	07.27.26
A701	MILLWORK SECTIONS	07.27.26
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P2.1-1	SUPPLY PLAN	07.27.26
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E1.1-1	LIGHTING PLAN	07.27.26
E2.0-1	POWER DEMOLITION PLAN	07.27.26
E2.1-1	POWER PLAN	07.27.26
E3.1-1	RISER DIAGRAM & PANEL SCHEDULES	07.27.26

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§ 6.1.6 The Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 Other Exhibits:

(Check all boxes that apply.)

☐ Exhibit A, Determination of the Cost of the Work.

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

☐

☐ The Sustainability Plan:

Title	Date	Pages

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents.)

☐

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 7.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 7.3 The Work

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

§ 7.4 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.

§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service

§ 7.5.1 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 will 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.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, 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 this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect’s consultants.

§ 7.6 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 7.7 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party’s sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.8 Severability

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.

§ 7.9 Notice

§ 7.9.1 Except as otherwise provided in Section 7.9.2, 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 in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with a building information modeling exhibit, insert requirements for delivering Notice in electronic format such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

«[Mitchel Provens, mitchel@tailwindconcessions.com](mailto:mitchel@tailwindconcessions.com)»

§ 7.9.2 Notice of Claims 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.

§ 7.10 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

§ 8.1.1 Prior to commencement of the Work, at the 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 8.1.1, the Contract Time shall be extended appropriately.

§ 8.1.2 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.3 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.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the 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 is 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.

§ 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, 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 the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

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

§ 9.1.2 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 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

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

§ 9.2 Supervision and Construction Procedures

§ 9.2.1 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, unless the Contract Documents give other specific instructions concerning these matters.

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

§ 9.3 Labor and Materials

§ 9.3.1 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.

§ 9.3.2 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 skilled in tasks assigned to them.

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

§ 9.4 Warranty

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other 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 15.6.3.

§ 9.5 Taxes

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

§ 9.6 Permits, Fees, Notices, and Compliance with Laws

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as 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.

§ 9.6.2 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. 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.

§ 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

§ 9.8 Contractor's Construction Schedules

§ 9.8.1 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 not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

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

§ 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. 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 Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.9.3 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract

Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

§ 9.10 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.

§ 9.11 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 9.12 Cleaning Up

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

§ 9.13 Access to Work

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

§ 9.14 Royalties, Patents and Copyrights

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

§ 9.15 Indemnification

§ 9.15.1 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 which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 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 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 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.

§ 10.3 The Architect will visit the site at intervals appropriate to the stage of the construction 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 safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.4 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.

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

§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.8 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 will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

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

ARTICLE 11 SUBCONTRACTORS

§ 11.1 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.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the 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, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor’s cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor’s monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

ARTICLE 14 TIME

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

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

§ 14.3 The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

§ 14.5 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, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price 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 Architect. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

§ 15.2 Control Estimate

§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor's Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee.

§ 15.2.2 The Control Estimate shall include:

- .1 the documents enumerated in Article 6, including all Modifications thereto;
- .2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;
- .3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;
- .4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner's occupancy requirements, and the date of Substantial Completion; and
- .5 a list of any contingency amounts included in the Control Estimate for further development of design and construction.

§ 15.2.3 When the Control Estimate is acceptable to the Owner and Architect, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ 15.2.4 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

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

§ 15.3 Applications for Payment

§ 15.3.1 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 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. 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.

§ 15.3.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.3.4 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 other encumbrances adverse to the Owner's interests.

§ 15.4 Certificates for Payment

§ 15.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.4.3 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 15.4.2 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 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

.1 defective Work not remedied;

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

§ 15.4.4 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

§ 15.5 Progress Payments

§ 15.5.1 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.

§ 15.5.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

§ 15.5.3 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.

§ 15.5.4 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.

§ 15.6 Substantial Completion

§ 15.6.1 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.

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

§ 15.6.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which 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.

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

§ 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, 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 stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

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

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

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

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

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

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

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 and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. 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 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 9.15.

§ 16.2 Hazardous Materials and Substances

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

§ 16.2.2 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 16.2.1 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.

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

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

§ 17.1.1 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 this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

« »

§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than ~~«One Million Dollars» (\$ «1,000,000» «» (\$ «»))~~ each occurrence, ~~«Two Million Dollars» (\$ «2,000,000» «» (\$ «»))~~ general aggregate, and ~~«Two Million Dollars» (\$ «2,000,000» «» (\$ «»))~~ 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 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 Contractor's indemnity obligations under Section 9.15.

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than ~~«One Million Dollars» (\$ «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.

§ 17.1.4 The Contractor 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 those required under Section 17.1.2 and 17.1.3, 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.

§ 17.1.5 Workers' Compensation at statutory limits.

§ 17.1.6 Employers' Liability with policy limits not less than ~~«One Million Dollars» (\$ «1,000,000» «» (\$ «»))~~ each accident, ~~«One Million Dollars» (\$ «1,000,000» «» (\$ «»))~~ each employee, and ~~«Five Million Dollars» (\$ «5,000,000» «» (\$ «»))~~ policy limit.

§ 17.1.7 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than ~~«One Million Dollars» (\$ «1,000,000» «-» (\$ «-»))~~ per claim and ~~«One Million Dollars» (\$ «1,000,000» «-» (\$ «-»))~~ in the aggregate.

~~§ 17.1.8 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than «-» (\$ «-»)) per claim and «-» (\$ «-»)) in the aggregate.~~

~~§ 17.1.9 Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than «-» (\$ «-»)) per claim and «-» (\$ «-»)) in the aggregate.~~

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 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 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 period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 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 Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor'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) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

§ 17.1.13 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 this Section 17.1, 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.

§ 17.1.14 Other Insurance Provided by the Contractor

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

Coverage	Limits

§ 17.2 Owner's Insurance

§ 17.2.1 Owner's Liability Insurance

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

§ 17.2.2 Property Insurance

§ 17.2.2.1 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 or materials or equipment supplied by

others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ 17.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 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 18.4.

§ 17.2.2.3 If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ 17.2.2.4 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 18.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ 17.2.2.5 Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ 17.2.2.6 Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 17.2.2.7 Waiver of Subrogation

§ 17.2.2.7.1 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 this 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 17.2.2.7 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.

§ 17.2.2.7.2 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 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 17.2.2.8 A loss insured under the Owner’s property insurance 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. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 17.2.3 Other Insurance Provided by the Owner

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

Coverage

Limits

§ 17.3 Performance Bond and Payment Bond

§ 17.3.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract. The Bond amount shall be equal to Five Percent of the Amount Bid (5%).

§ 17.3.2 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.

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect’s services and expenses made necessary thereby, shall be at the Contractor’s expense, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 18.2 In addition to the Contractor’s obligations under Section 9.4, 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 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 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.

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that 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 such assignment.

§ 19.2 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 21.6.

§ 19.3 Tests and Inspections

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

§ 19.4 The Owner's representative:

(Name, address, email address and other information)

Mitchel Provens
Tailwind Hospitality, Inc.
1740 Airport Blvd., Suite 12,
Wilmington, NC 28405 »
« 910.352.4490 »

Or when requested by Mitch Provens of Tailwind the Architect may function as the Owner's Representative

Scott Worley
mckAyde architecture STUDIO, pllc
9555 Poplar Point Rd
Athens, AL 35611
sworley@mckAydestudio.com
813.748.3519

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§ 19.5 The Contractor's representative:

(Name, address, email address and other information)

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« »
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« »
« »

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

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor

If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor

may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 20.2 Termination by the Owner for Cause

§ 20.2.1 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 for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .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.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon 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.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

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

§ 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any, as follows:

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

« »

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 21.2 Notice of Claims

§ 21.2.1 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 18.2, shall be initiated by notice to the Architect 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.

§ 21.2.2 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 18.2, shall be initiated by notice to the other party.

§ 21.3 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 in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, 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 21.3.

§ 21.4 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 21.5 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution 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, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 21.6 If the parties have selected arbitration as the method for binding dispute resolution in this 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 the Construction Industry Arbitration Rules in effect on the date of this Agreement. 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 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.

§ 21.7 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, 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).

§ 21.8 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration 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 a Claim not described in the written Consent.

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

§ 21.10 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 21.11 Waiver of Claims for Consequential Damages

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

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

-

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

(Printed name and title)

(Printed name and title)

Would add our proposal and clarifications as exhibits to the contract.

EXHIBIT A

BID FORM

Amtrak (Tailwind) - Providence, RI



100 Gaspee Street, Providence, RI, 02903

Estimator: Stephan Cherenfant

Date: 08/28/2026

Proposal

Item #	Description	Total
01-000	GENERAL CONDITIONS	
1	Executive Oversight	\$14,400
2	Project Manager	\$26,880
3	Project Engineer	\$17,280
4	Superintendent	\$81,600
5	Superintendent	\$1,200
6	Construction Administrator	\$4,900
		\$146,260
01-030	GENERAL REQUIREMENTS	
7	Construction Document Reproduction	\$1,500
8	Office Supplies (Monthly)	\$675
9	Office Setup	\$800
10	Testing Laboratory Services	Not Included
11	Temporary Toilets	Not Included
12	Temp Weather Protection	Not Included
13	Small Tools & Expendables	\$1,500
14	Dumpsters	\$5,850
15	Temporary Fencing w/ Scrim	\$1,200
16	Temp. Signage	\$1,250
17	Temp. Fire Extinguishers w/ Stands	\$250
18	Hazardous Materials Testing	Not Included
19	Final Cleaning - Phase 1	\$1,200
20	Final Cleaning - Phase 2	\$1,200
21	Final Cleaning - Phase 3	\$1,200
22	NFPA 241 Prepared by NEC	\$294
23	Building Permits	By Owner
24	Fire Department Plan Review Fee	By Owner
25	AQ-06 Notice	Not Included
		\$16,919
02-000	SITework	
26	Sawcutting	\$48,952
27	Sawcut ex. exterior concrete sidewalk at the sanitary connection	Included
28	Sawcut existing sloped concrete slab along new sanitary drain route	Included
29	Sawcut existing concrete slab and insulation layer only	Included
30	Sawcut existing interior concrete slab for future P-1 mop sink	Included
31	Core drill existing CMU for new sanitary and vent piping	Included
32	Sitework	Included
33	Remove/Set aside ex. stone curb at ext. sanitary line for reuse	Included
34	Excavate below ex. sidewalk to expose 6" UG sanitary line	Included
35	Excavate trench for install of new sanitary drain piping	Included

Item #	Description	Total
36	Backfill after completion of the new sanitary piping	Included
37	Restore subgrade to required elevation for sidewalk concrete	Included
38	Reinstall salvaged stone curb upon completion of UG work	Included
39	Demolition	\$40,300
40	Remove ex. storefront, window, door, frames, and curb at entry	Included
41	Remove ex. storage room window, door, and frames	Included
42	Remove wall section for new relocated storage/office opening	Included
43	Remove ex. millwork, service counters, and platforms	Included
44	Remove ex. slatwall, shelving, and wood furring	Included
45	Remove miscellaneous furniture	Included
46	Remove ex. flooring and wall base	Included
47	Remove ex. merch display for temp install/relocation	Included
48	Remove (3) ex. drink coolers for temp install/relocation	Included
49	Remove ex. refrigerator for temp install/relocation	Included
50	Remove ex. exit signage for temp install/relocation	Included
51	Remove ex. wall-mounted devices, conduit, and wiring	Included
52	Remove ex. elec wall panels, conduits, and wiring	Included
53	Remove ex. security cameras/sensors	Included
54	Remove ex. light fixtures, track lighting, and ceiling fan	Included
55	Remove ex. emergency lighting	Included
56	Remove cut concrete slab and sidewalk concrete	Included
57	Relocate (1) EX017 Existing Reach-In Refrigerator	Included
58	Relocate (1) EX018 Existing Drink Cooler	Included
59	Relocate (2) EX019 Existing Drink Coolers	Included
60	Demo of Temp Partitions - Phase 2 & 3	Included
		\$89,252

03-000 CONCRETE

61	Cast-In-Place Concrete	Included
62	Exterior Concrete Slab:	Included
63	Furnish and place concrete to restore exterior sanitary trench	Included
64	Provide 5,000 PSI concrete at sidewalk/slab trench repair	Included
65	Match existing adjacent sidewalk concrete, thickness, texture, and finish	Included
66	Finish new sidewalk flush with existing concrete at perimeter	Included
67	Provide joints to match/align with existing adjacent conditions	Included
68	Provide #4 reinforcing bars at 12" O.C	Included
69	Epoxy dowel 4" into ex. slab on each side and tie through center	Included
70	Housekeeping Pad:	Included
71	Furnish and place 6" concrete housekeeping pad at mop sink	Included
72	Provide 3,000 PSI concrete at housekeeping pad	Included
73	Provide (1) continuous #4 reinforcing bar at housekeeping-pad perimeter	Included
74	Provide 4x4-W4.0xW4.0 welded-wire mesh at housekeeping pad	Included
75	Provide 3/4" chamfer at exposed pad edges	Included
76	Roughen ex. concrete substrate - 1/4" amplitude	Included
77	Provide epoxy bonding agent between ex. concrete and new pad	Included
78	Concrete Slab Finishing	Included
79	Finish new interior 5,000 PSI topping-slab trench repair	Included
80	Match adjacent existing slab finish texture	Included
81	Finish repaired slab flush with existing adjacent concrete	Included
82	Finish exposed housekeeping-pad surfaces suitable for clear seale	Included

Item #	Description	Total
83	Leave exposed concrete surfaces ready to receive SC-01 clear sealer	Included
84	Concrete Sealer	\$1,675
85	Apply SC-01 to exposed concrete floor at Storage 013.2, Office 013.3	Included
86	Apply SC-01 to exposed faces of the new housekeeping pad.	Included
		\$1,675

05-000 METALS

87	Structural Steel	\$11,850
88	Continuous L5x3x1/4 upturned steel angle	Included
89	Weld L5x3x1/4 angle to the bottom flange of the existing W12 beam	Included
90	Remove existing steel angle at grille head	Included
91	1-1/2"x1-1/2"x1/4" HSS braces @ 48" O.C.	Included
92	1-1/2"x1-1/2"x1/4" HSS braces at both ends of L5x3x1/4 support angle	Included
93	Reinstall ex. steel angle at top of new HSS braces.	Included
		\$11,850

06-000 CARPENTRY

94	Safety Inspections	\$2,320
95	Safety Materials	\$1,412
96	Safety Setup	\$856
97	Temp Protection of Finishes	\$3,960
98	Phase 1: Temp. Demising Walls and Bracing	Included
99	Phase 1-2: Temp. Access Door	Included
100	Phase 2: Temp. Wall Removal	Included
101	Phase 3: Temp. Door Relocation	Included
102	Phase 3: Visqueen Separation	Included
103	Phase 3: Storage-Access Barrier	Included
104	Phase 3: Security Grille Temp. Barrier	Included
105	Phase 3: Final Temp. Partition Removal	Included
106	Merchandise Display Units (5) - Install Only	Included
107	2x2 FRT furring @ 24" O.C. at GP-01 and GP-02 graphic-panel areas	Included
108	2x4 FRT top and bottom rails at GP-01 and GP-02 graphic-panel areas	Included
109	1x2 vertical FRT furring @ 24" O.C. at GP-03 wall	Included
110	1x4 FRT top, bottom, and horizontal furring at GP-03 wall.	Included
111	2x8 FRT blocking for WD-01 feature wall and logo-panels	Included
112	2x10 FRT blocking between existing metal studs at security-grille	Included
113	5/8" FRT plywood top-plate shim at bottom flange of existing steel beam	Included
114	1/2" FRT plywood padding behind security-grille receiver/jam	Included
115	Blocking for wall-mounted millwork and display	Included
116	Millwork	\$95,636
117	Slatwall Display Millwork (Units 1-3)	Included
118	Side / Work Counter Millwork (Unit 4)	Included
119	Service Counter Millwork (Units 5 & 9)	Included
120	ADA Service Counter Millwork (Units 6 & 8)	Included
121	POS Counter Millwork (Unit 7)	Included
122	Service Area Gate Millwork	Included
123	Cooler Back-Panel Millwork (3/4" plywood wall panels)	Included
124	PL-01 Plastic Laminate: Units 1-9 / Cooler Back Panels / Gate Jambs	Included
125	PL-02 Plastic Laminate: Units 1-9	Included
126	16-ga., 2-leg x 5" x 90" stainless-steel end wrap at Retail 013	Included
127	WD-01 Feature-Wall Millwork	Included

Item #	Description	Total
128	ST-01: Stain and satin varnish system at ash dowels	Included
129	AL-01 4" aluminum flat bars at (3) upper WD-01 feature-wall bands	Included
130	AL-01 6" aluminum flat bar lower WD-01 feature-wall band	Included
131	1" x 4" aluminum flat bar at feature-wall/logo-panel	Included
132	Solid Surface Counter Tops	Included
133	SS-01 countertops at Units 4-9 standard service and POS counter sections	Included
134	SS-01 countertops at Units 6 & 8 ADA service-counter sections	Included
135	SS-01 8" high toe kicks/bases at service-counter millwork	Included
136	(2) layers of SS-01 at laminate gate panels	Included
137	Replace existing mobile-bar customer countertops with 1" thick SS-01	Included
		\$104,184

07-000 THERMAL & MOISTURE PROTECTION

138	Firestopping	\$3,500
139	Composite Panels	\$28,781
140	ACM Panel at grille pocket concourse face	Included
141	ACM return at the grille receiver jamb	Included
142	Provide flat and folded ACM/anodized-aluminum trim at grille head	Included
143	Wrap exposed existing vertical HSS storefront posts with ACM	Included
144	Remove/modify/reinstall ex. closure panel and trim at grille head	Included
145	Joint Sealers	\$2,000
		\$34,281

08-000 DOORS & WINDOWS

146	Security Grilles	\$13,193
147	Horizontal sliding security grille at concourse entrance	Included
148	Include formed-steel pocket door	Included
149	Include Perforated Grille Curtain	Included
150	Include Overhead Track & Carriers	Included
151	Include alum. wall receiver/channel and hook-bolt lead post at grille jamb	Included
152	Include locking hardware	Included
153	Include mid-span locking post at the grille opening	Included
154	Include traveling-end post within grille pocket	Included
155	Entrances and Storefronts	\$2,675
156	GL-01 aluminum window frame at Office 013.3	Included
157	GL-01 glazing - 1/4" tempered safety glass with reflective one-way coating	Included
		\$15,868

09-000 FINISHES

158	Gypsum Board/Drywall	\$110,000
159	5/8" Gold Bond Hi-Abuse XP Type X GWB at non-rated wall repairs	Included
160	5/8" Gold Bond Fire-Shield Type X GWB at rated-wall repairs	Included
161	Infill door & window at Storage/Office w/ 3-5/8" metal studs and 5/8" GWB	Included
162	Frame new 42"x96" cased door opening at Storage/Retail	Included
163	Frame new 2'-8"x4'-0" window opening at Office	Included
164	3-5/8" metal stud framing at horizontal sliding security-grille pocket walls.	Included
165	5/8" GWB at exposed face of grille pocket walls	Included
166	5/8" FRT plywood at inside face of grille pocket walls	Included
167	Remove/rebuild ex. GWB beam enclosure at ex. W12 beam	Included
168	Patch and repair existing GWB affected by demolition and new openings	Included
169	Flooring	\$56,526

Item #	Description	Total
170	PC-01: 12x24 porcelain floor tile at Retail 013	Included
171	PC-01 Base: Cut PC-01 porcelain tile base at Retail 013 / 013.1	Included
172	PC-02: 6x24 porcelain floor tile at Retail 013.1	Included
173	PC-02 Base: Cut PC-01 porcelain tile base at Retail 013.1	Included
174	GT-01: Mapei Kerapoxy CQ epoxy grout	Included
175	Tile Trim: Schluter DECO E90D 9mm stainless-steel trim	Included
176	B-01: Johnsonite Dura-Cove, Color 40 Black at Storage 013.2/Office 013.3	Included
177	Painting	\$18,000
178	P-02: Paint at Retail/Service walls	Included
179	P-03: Paint at service-counter walls	Included
180	P-04: Paint at WD-01 feature-wall background and walls	Included
181	P-05: Paint new L5x3x1/4 grille-support angle	Included
		\$184,526

10-000 SPECIALITIES

182	Signage	By Owner
183	GP-01 Graphic Panel	By Owner
184	GL-02 Logo Panel	By Owner
185	Storefront / Entry Signage	By Owner
186	Wall and Corner Guards	\$8,000
187	7.25"x90" stainless-steel end wrap	Included
188	2"x2" stainless-steel corner guard at exposed grille-pocket wall end	Included
189	Install end-wrap & corner guards	Included
190	Furnish and Install (1) wall mounted fire extinguishers and brackets	\$400
		\$8,400

11-000 EQUIPMENT

191	Food Service Equipment	\$1,600
192	N016 Double-Door Freezer - Install Only	Included
193	N022 Storage Shelving (2) - Install Only	Included
194	N023 Storage Shelving (1) - Install Only	Included
195	N024 Storage Shelving (2) - Install Only	Included
		\$1,600

15-300 FIRE PROTECTION

196	Fire Protection	Not Included
		\$0

15-400 PLUMBING

197	Plumbing	\$29,911
198	P-1 floor-mounted mop sink	Included
199	P-2 Water Heater	Included
200	P-3 Water Filter - Includes (2) spare filters	Included
201	P-4 Pot Filler with hose	Included
202	P-5 Heat Trace	Included
203	3/4" copper CW connection to existing domestic water	Included
204	1/2" copper HW piping from P-2 to P-1/P-4	Included
205	2" PVC sanitary piping from mop sink through the 6" slab	Included
206	Increase waste from 2" to 3" in exterior soffit and route to grade	Included
207	Connect new 3" sanitary line to existing 6" underground sanitary	Included
208	2"/3" PVC vent piping and connect to ex. VTR in Police Suite	Included

Item #	Description	Total
		\$29,911
15-502	HVAC	
209	HVAC	Not Included
		\$0
16-000	ELECTRICAL	
210	Electrical	\$102,500
211	Cut, Cap, Make-safe	Included
212	#12 copper THHN/THWN in 1/2" conduit w/ 20A breakers	Included
213	Route power from walls into millwork bases	Included
214	Provide equipment grounding conductor in all raceways	Included
215	Reconnect 115V/1PH power to relocated refrigerator	Included
216	Reconnect 115V/1PH power to relocated drink cooler	Included
217	Reconnect 115V/1PH power to (2) relocated drink coolers	Included
218	115V/1PH power to new freezer	Included
219	Power and disconnect for P-2 water heater	Included
220	120V/15A circuit for P-5 sanitary heat trace	Included
221	115V/1PH power to relocated modulating-valve actuator	Included
222	Receptacle power for L5 and L6 lighting	Included
223	POS Stations	Not Included
224	L1 suspended LED fixtures	Included
225	L2B suspended LED fixtures over retail service counter	Included
226	L3 suspended LED fixtures	Included
227	L4B suspended LED fixtures at Tailwind feature/sign area	Included
228	L5 LED lighting within retail display millwork	Included
229	L6 rope lighting at service-counter millwork and WD-01	Included
230	Provide new/relocated emergency egress fixtures and exit signs	Included
231	Fire Alarm	Included
232	Cut, Cap, Make-safe	Included
233	Relocate and reconnect existing fire-alarm devices	Included
234	Provide new wall-mounted fire-alarm horn/strobe devices	Included
235	Connect new devices to the existing fire-alarm	Included
		\$102,500
Sub Total		\$747,226
General Liability		\$14,881
OH & Profit		\$61,238
IT & Software		\$3,363
Total		\$826,707

EXHIBIT B

CLARIFICATIONS

BID CLARIFICATIONS

Amtrak - Providence Retail (Tailwind)
100 Gaspee Street, Providence, RI 02903

August 28, 2026

BID DOCUMENTS

1. BID DRAWINGS – Dated 07/27/2026
2. BID REVISION 1 DRAWINGS – Dated 08/05/2026
3. BID INSTRUCTIONS – Dated 07/28/2026

ALTERNATES

1. TBD –Deduct Alternate #1 - Deduct to omit the wood furring associated with the GP-01, GP-02, and GP-03 graphic panel areas. (*See Gypsum Board Clarification below*)
2. \$5,533.00 –Add Alternate - Add alternate to paint the existing wall surfaces exposed where the graphic panel furring is omitted.

CRITICAL PROJECT CLARIFICATION

1. Per our discussion with the Scott Worley, Principal Architect of McKayde Studio, pricing assumes all work can be completed from the concourse area, with no work required at or above the train platform/track area, and no cutting or penetration of the structural slab. Should it be determined that work is required to be performed within train platform/track areas or that the work cannot be completed without cutting or penetrating the structural slab, NEC withdraws its proposal and will be compensated for work completed to date.

CLARIFICATIONS AND EXCLUSIONS

General:

1. All work will be performed during regular working hours unless otherwise stated.
2. Construction Schedule Duration includes a 12-week (phased) duration with an anticipated start date in November 2026. Anticipated lead times have been factored into the schedule and project duration determination. Lead times are subject to change.
3. Our proposal & alternates are valid for 30 days unless otherwise noted. NEC reserves the right to reevaluate costs based on material increases if an award is made after this date.
4. Owner and Contractor will enter into a mutually agreeable standard AIA contract.
5. This proposal is based on prevailing wage labor rates.
6. Subcontractors working directly for the owner shall comply with the project schedule, safety protocols and provide proof of insurance to the standard of NEC.
7. Owner will not hold retainage on General Conditions, General Requirements, Materials purchased directly by NEC, Insurance, Bonds or Tax.
8. Retainage to be released on early complete packages where the subcontractor is complete with 100% of their scope of work prior to 50% of the project completion. IE: Concrete, Demolition, Steel, Rough Carpentry.
9. Due to the volatility of the markets and magnitude of price increases we are receiving from our vendors, we will be forced to implement price increases as they occur. Prices for commodity items, such as lumber, copper, aluminum and steel, will be adjusted at the time of delivery. Please be advised that construction materials, like other commodities, are subject to availability and any/all price fluctuations. Extensive and unexpected lead times may affect schedule and production.
10. Pricing does not reflect any possible cost increases due to potential tariffs.
11. All existing equipment and/or devices to remain and/or to be relocated are assumed to be in good working order. Repair, Maintenance or Replacement of said equipment or devices is not included.
12. Adequate staging and laydown areas will be provided to the contractor for use during construction.

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13. Liquidated and consequential damages are not included.
14. Cost of work or Schedule impacts due to AHJ, Fire Marshall or Building Inspector requirements not shown on drawings are not included.
15. Full scale mock-ups are not included.
16. LEED administration is not included.
17. Third-party ADA/accessibility consulting, certification, or independent code review is not included.
18. Weather Conditions (temperature, wind & precipitation) are not included.
19. Weather days are not included in our project duration / schedule.
20. Municipal / utility company connection fees or back charges are not included.
21. Coordination of 3rd party utilities is not included.
22. Owner to provide all permanent utility services required.
23. Seismic restraints on existing conditions are not included.
24. Unforeseen conditions including but not limited to structural deficiencies, MEP modifications for code compliance, and fire separation are not included.
25. Third party commissioning is not included.
26. Phasing or phased turnovers of spaces is not included.
27. Offsite parking is not included.
28. The cost for any expediting of material or equipment deliveries is not included.
29. Dumpsters for owner vendor supplied and installed material are not included.
30. Offloading or loading of owner supplied and owner vendor materials is not included.
31. General Conditions and General Requirements on added scope & change orders resulting in a schedule or logistic change to the overall project are not included.
32. Fuel Surcharges are not included.
33. Building survey and control points are not included.
34. Payment and Performance Bond, Builders Risk Insurance & Sub Bonding including fees, deductibles, and premiums are not included.
35. NFPA 241 Plan provided by a separate vendor. Added requirements due to AHJ review of NFPA 241 plan resulting in modifications or added scope are not included.
36. Misc. building charges or fees including elevator operation costs, building system shutdowns, drain downs, badge fees, and off-hours building personnel coverage are not included.
37. Security, police details and fire watch are not included.
38. Building Department Permit Fees & Fire Department Permit Fees are not included.
39. Third party testing is not included.

Division 02:

Demo & Abatement:

1. Demolition assumes removal of only one layer of flooring & gypsum wallboard.
2. All loose furniture and / or items the owner wishes to salvage will be removed from the space prior to the start of the project by the Owner.
3. All miscellaneous debris in the space to be removed by the Owner.
4. Testing & removal of asbestos or hazardous/contaminated materials is not included. Testing to be conducted prior to mobilization by owner.
5. Moisture mitigation & mold remediation is not included.
6. Selective interior demolition is limited to the existing storefront components, doors/frames, windows, millwork, service counters/platforms, slatwall, shelving/furring, flooring, wall base, and designated wall

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Amtrak - Providence Retail (Tailwind)
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sections shown for removal.

Saw-cutting:

1. Replacement of curb damaged due to pre-existing deterioration is excluded.
2. Shoring, sheeting, underpinning, and engineered excavation support are excluded.
3. No sawcutting, coring, drilling, or penetration of the existing structural concrete slab is included.
4. No cutting from the underside of the floor assembly is included.
5. Interior sawcutting is based on cutting the topping/slab-build-up only as indicated.
6. Exterior cutting is based on the sidewalk and non-structural sloped concrete/topping assembly associated with the sanitary route.
7. Core drilling is based on the designated wall/CMU penetrations only.
8. Pricing is based on all work being performed from within the concourse/lease-space side of the project. No work over, above, within, or requiring access from the active train tracks or station platforms is included.
9. Railroad track/platform access and railroad-operation costs are excluded. The contract drawings specifically state that no work within the existing station platforms is included.

Sitework:

1. No Geotech report was provided. We assume all on site soils are suitable for reuse on site as required.
2. Over excavation and unsuitable material removal & Rock/ledge/boulder removal over 1 CY is not included.
3. Import of Structural Fill is not included.
4. Removal of any underground structures, tanks, foundation, utilities etc. that have not been identified within the proposal documents are not included.
5. Excavation beneath or through the existing structural slab is excluded.
6. Repairs to underground utilities not specifically identified for modification are excluded.
7. Unforeseen relocation of existing utilities encountered during excavation is excluded.
8. Excavation is based on the sanitary connection shown and assumes the existing underground sanitary is located at the elevation and approximate location indicated.
9. Pricing assumes normal excavatable materials; rock removal, unsuitable soils, contaminated soils, groundwater management, and dewatering are excluded.
10. Existing stone curb designated for reuse is assumed to be removable and reusable without replacement.
11. Pricing is based on all work being performed from within the concourse/lease-space side of the project. No work over, above, within, or requiring access from the active train tracks or station platforms is included.
12. Railroad track/platform access and railroad-operation costs are excluded. The contract drawings specifically state that no work within the existing station platforms is included.

Division 03:

Concrete:

1. Existing structural concrete slab is to remain and is not included for alteration, replacement, or repair.
2. Structural slab repair, major grinding, leveling, moisture mitigation, or remediation is excluded.
3. Existing stone curb shall be reset where disturbed.
4. Unrelated sidewalk replacement is excluded.
5. Concrete scope is limited to the P-1 housekeeping pad and sanitary trench restoration.
6. Finish/sealer work is limited to designated concrete surfaces.
7. Pricing is based on all work being performed from within the concourse/lease-space side of the project. No work over, above, within, or requiring access from the active train tracks or station platforms is included.

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8. Railroad track/platform access and railroad-operation costs are excluded. The contract drawings specifically state that no work within the existing station platforms is included.

Sealed Concrete:

1. Heavy grinding, shot blasting, adhesive removal, coating removal, or remediation of contaminated surfaces is excluded.
2. Repair of pre-existing cracks, spalls, or slab defects is excluded.
3. Moisture mitigation is excluded.
4. Existing concrete scheduled to receive SC-01 is assumed clean, sound, and suitable for normal sealer preparation.

Division 05:

Structural Steel:

1. No reinforcement, strengthening, replacement, or repair of the existing W12 beam is included beyond the specifically detailed grille-support connections.
2. Existing steel designated for reuse is assumed reusable in its current condition.
3. Existing vertical storefront HSS posts are assumed existing to remain and are not priced as new structural framing.
4. No modification of existing building framing beyond the grille-support condition is included.
5. No anchorage, drilling, coring, or attachment into the existing structural concrete slab is included..

Division 06:

Millwork:

1. Scope includes contractor-furnished custom millwork, cooler back panels, service-gate millwork, and WD-01 feature-wall woodwork as indicated.

Solid Surface Countertops:

1. Scope is limited to SS-01 countertops, designated bases/toe kicks, service-gate facing, and mobile-bar top modifications.

Division 07:

Composite Panels:

1. Existing framing and substrates receiving ACM are assumed suitable for attachment without corrective work.
2. Modifying existing HSS members or adjacent framing to receive ACM is excluded.
3. Existing closure panel/trim designated for modification and reuse is assumed serviceable and reusable.
4. Pricing assumes ACM modifications/wraps at the renovated grille/storefront area only.
5. Scope is limited to the designated security-grille pocket, receiver/head conditions, existing HSS wraps, and closure-panel modifications..

Division 08:

Entrances & Storefronts:

1. Scope is limited to designated storefront/glazing modifications and the new one-way observation window.

Security Grille:

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1. Scope is limited to the complete D13.1 horizontal sliding security grille and manufacturer-furnished operating/locking components.

Division 09:

Gypsum Board / Metal Framing:

1. Existing partitions, framing, and wall assemblies outside specifically modified areas are assumed to remain serviceable.
2. GWB patching is based on renovation-related repairs; full-wall resurfacing of otherwise unaffected existing walls is excluded.
3. Existing concealed studs, framing, and substrates are assumed suitable for reuse where they remain.
4. Blocking/backing is based on the identified millwork, display, feature-wall, and grille conditions; continuous backing for unidentified future equipment is excluded.
5. Scope includes designated GWB infills/repairs, new framed openings, grille-pocket construction, blocking/backing, FRT plywood/furring, and temporary partitions.
6. Deduct Alternate to omit FRT wood furring at GP-01, GP-02, and GP-03 is excluded from the current proposal and remains TBD pending final subcontractor pricing.

Temp Partitions:

1. Pricing is based on the temporary partition locations and three-phase sequence shown on the contract drawings; additional partitions, barriers, or resequencing are excluded.
2. Temporary partitions are assumed to be approximately 8'-0" high and are not intended to extend to the structure above unless specifically indicated.
3. Temporary walls are assumed to be non-rated and non-acoustical assemblies.
4. Temporary access door/frame is assumed to be reused and relocated between phases where shown; furnishing additional temporary doors/frames is excluded.
5. Visqueen barriers are included only at the designated Phase 3 locations; additional dust barriers or full-height containment beyond those shown are excluded.
6. Removal of temporary partitions/doors is included at the indicated phase transitions and at completion of the work.
7. Patching following removal is limited to minor attachment-point repairs; replacement or refinishing of larger adjacent wall, ceiling, or floor areas is excluded.
8. Repairs or replacement resulting from damage to temporary partitions by occupants, vendors, or others outside the construction work are excluded.

Finishes:

1. Floor tile shall continue beneath millwork and merchandise displays where indicated.

Painting:

1. Scope is limited to designated P-02, P-03, P-04, P-05 finishes.
2. Factory-finished ACM, stainless steel, equipment, and other prefinished materials are excluded.

Acoustical Ceilings:

1. Acoustical ceiling tile, suspension grid, and associated ACT ceiling work is excluded in its entirety.

Division 10:

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100 Gaspee Street, Providence, RI 02903**

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Signage:

1. GP-01, GP-02, and GP-03 graphic panels are Owner Furnished / Owner Installed (OFI) and are excluded.
2. Entry signage, logo signage, and graphic signage identified as OFI are excluded.
3. Receiving, unloading, storage, handling, assembly, mounting, and installation of OFI signage/graphics are excluded..

Specialties:

1. Pricing is based on (1) wall/bracket-mounted 10-lb ABC fire extinguisher as shown on A004 and specified on A901.
2. Fire-extinguisher cabinet is not indicated and is excluded.
3. Additional extinguishers required beyond the quantity shown due to subsequent AHJ direction are excluded.

Division 11:

Equipment:

1. Owner-furnished items are assumed delivered complete, undamaged, and with all manufacturer-required components and hardware.
2. Relocated equipment/items are to remain within the project space; no off-site storage, warehousing, or transportation is included.
3. Installation is based on normal assembly/placement of the scheduled OFI equipment.
4. Special anchorage, reinforcement, or modifications not shown in the contract documents are excluded.
5. Existing equipment designated for relocation is assumed functional and serviceable prior to relocation.
6. Repair or replacement of relocated equipment resulting from pre-existing defects is excluded.

Division 15:

Plumbing:

1. Scope is limited to P-1 through P-5 and domestic water, sanitary, and vent piping.
2. Existing domestic water, sanitary, vent, and related systems are assumed functional and capable of accepting the new connections shown.
3. Existing piping sizes, elevations, and routing concealed from view are assumed consistent with the drawings.
4. Repair or replacement of existing piping not specifically designated for modification is excluded.
5. Unforeseen rerouting resulting from concealed obstructions is excluded..
6. Sanitary routing is based on utilizing the indicated topping/insulation assembly and designated wall penetrations without alteration of the structural slab.
7. Existing underground sanitary is assumed accessible and serviceable at the indicated connection location/elevation.
8. No gas piping is included.
9. Replacement of existing VTR or existing vent piping beyond the new connection is excluded.
10. Pricing is based on all work being performed from within the concourse/lease-space side of the project. No work over, above, within, or requiring access from the active train tracks or station platforms is included.
11. Railroad track/platform access and railroad-operation costs are excluded. The contract drawings specifically state that no work within the existing station platforms is included.

Fire Protection:

1. Fire-protection/sprinkler work is excluded in its entirety.

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Amtrak - Providence Retail (Tailwind)
100 Gaspee Street, Providence, RI 02903

August 28, 2026

2. Existing sprinkler piping/system is assumed to remain without relocation or modification. The drawings identify the existing building as fully sprinklered.

HVAC:

1. HVAC work is excluded in its entirety.
2. No ductwork, diffusers, equipment, controls, balancing, relocation, or HVAC modifications are included
3. All testing including load, infrared, integrated and non-destructive as well as independent validation start-up is not included.

Division 16:

Fire Alarm:

1. Fire alarm assumes the existing panel has capacity to complete the design intent and existing/new devices will sync. Additional boosters and batteries are not included. Fire alarm monitoring to be provided and maintained by the owner.
2. BDA/First Responders System is not included.
3. Existing fire-alarm system is assumed operational, code compliant, and capable of accepting the modifications shown.
4. Existing system programming information and manufacturer access are assumed available.
5. System-wide upgrades unrelated to the tenant renovation are excluded.
6. Fire-alarm modifications are based on integration with the existing system rather than replacement of the existing system.

Electrical:

1. Arc Fault Study is not included.
2. Existing electrical service, panels, breakers, and distribution equipment designated for reuse are assumed functional, code-compliant for reuse.
3. Repair or replacement of existing equipment found defective during construction is excluded.
4. Existing branch circuits designated for reuse are assumed serviceable.
5. POS stations/equipment are excluded and are assumed to be furnished and installed by the Owner/Tenant or designated POS vendor.
6. Pricing assumes normal branch-circuit routing within the lease/concourse construction area.
7. Structural modifications required for electrical routing or equipment support are excluded.
8. Temporary power is assumed available from the existing building electrical system as indicated.
9. Scope includes electrical make-safe, power, lighting, controls, equipment connections, and associated branch wiring shown.

Low Voltage:

1. Security Devices/Equipment, Wiring and Service are not included.
2. Access Control Devices/Equipment, Wiring and Service are not included.
3. Tele/Data Devices/Equipment, Wiring and Service are not included.
4. Audio & Visual Devices/Equipment, Wiring and Service are not included.