This project manual provides for liquidated damages in the amount of $500.00 per calendar day for the contractor's delay in completion of the work. See Bid Form, Agreement for Construction, Article 8 of the General Conditions for details.

PROJECT MANUAL

Harrisburg City Hall and Central Park Splash Pad
City of Harrisburg
Harrisburg, SD

SEI PROJECT NO. 26012

November 12, 2026

BID PACKAGE #2

STOCKWELL

LIQUIDATED DAMAGES

The anticipated construction schedule for Bid Package #2 is as follows:

Commencement of Contract: **On or near December 15, 2026**

Commencement of Construction: **March 15, 2027**

Certificate of Substantial Completion: **July 16, 2027**

Final Completion: **July 30, 2027**

FOR EACH DAY PAST THE SUBSTANTIAL COMPLETION DATE, THE DELINQUENT PRIME CONTRACTOR SHALL PAY TO THE OWNER BY REASON OF FAILURE OF THE PRIME CONTRACTOR TO COMPLETE THE WORK REQUIRED OF HIM/HER WITHIN THE AGREED UPON PROGRESS SCHEDULE, A DAILY SUM BASED UPON THE FOLLOWING SCHEDULE:
General Contractor:

Bid Package #2: $500 per calendar day from July 16, 2027 thru SUBSTANTIAL COMPLETION.

THE AMOUNT ASSESSED HEREUNDER NEITHER SHALL BE IN LIEU OF, NOR SHALL AFFECT ANY OTHER REMEDIES AVAILABLE TO THE OWNER AS A RESULT OF THE FAILURE TO COMPLETE THE WORK WITHIN THE AGREED UPON PROGRESS SCHEDULE. TIME IS OF THE ESSENCE IN CONSTRUING THE TERMS OF THE CONTRACT AND A MATERIAL CONSIDERATION THEREOF. THE PARTIES AGREE THAT DAMAGES IN THE EVENT OF CONTRACTORS BREACH WOULD BE DIFFICULT TO CALCULATE, AND THAT THE FOREGOING IS A FAIR AND REASONABLE ESTIMATE OF THE DAMAGES SUFFERED BY THE OWNER IN THE EVENT OF SUCH BREACH.

THE TIME FOR COMPLETION OF ALL ARCHITECT/ENGINEER/OWNER PUNCHLIST ITEMS SHALL NOT BE LATER THAN:

14 calendar days beyond SUBSTANTIAL COMPLETION.

FOR EACH DAY PAST THE ABOVE DATE, THE DELINQUENT PRIME CONTRACTOR SHALL PAY TO THE OWNER THE FOLLOWING SUM:

$250 PER DAY

THE AMOUNT ASSESSED HEREUNDER NEITHER SHALL BE IN LIEU OF, NOR SHALL AFFECT ANY OTHER REMEDIES AVAILABLE TO THE OWNER AS A RESULT OF THE FAILURE TO COMPLETE THE WORK WITHIN THE AGREED UPON PROGRESS SCHEDULE. TIME IS OF THE ESSENCE IN CONSTRUING THE TERMS OF THE CONRACT AND A MATERIAL CONSIDERATION THEREOF. THE PARTIES AGREE THAT DAMAGES IN THE EVENT OF CONTRACTORS BREACH WOULD BE DIFFICULT TO CALCULATE, AND THAT THE FOREGOING IS FAIR AND REASONABLE ESTIMATE OF THE DAMAGES SUFFERED BY THE OWNER IN THE EVENT OF SUCH BREACH.

Harrisburg City Hall and Central Park Splash Pad - Bid Package #2

City of Harrisburg

Harrisburg, SD

SEI Project No. 26012

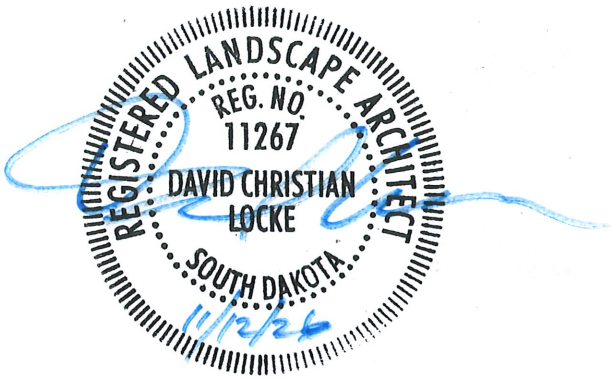
November 12, 2026

Project Contacts:



Civil Engineer:

Stockwell Engineers, Inc.
Mr. Gaard Rops, P.E.
801 N. Phillips Avenue, Suite 100
Sioux Falls, SD 57104
Ph: 605-338-6668



Landscape Architect:

Stockwell Engineers, Inc.
Mr. David Locke, P.L.A.
801 N. Phillips Avenue, Suite 100
Sioux Falls, SD 57104
Ph: 605-338-6668

Electrical Engineer:

Associated Consulting Engineering, Inc.
Mr. Jeff Renken P.E.
340 South Phillips Avenue
Sioux Falls, SD 57104
Ph: 605-335-3720



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CIVIL

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C117	**GENERAL NOTES**
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C201	**TRAFFIC CONTROL PLAN**
C300	**SWPPP**
C301	**SWPPP**
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C311	**EROSION CONTROL**
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C604	**PAVEMENT PLAN**
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C606	**SPLASH PAD LAYOUT**
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C808	**DETAILS**
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C810	**DETAILS**
C811	**DETAILS**
C812	**DETAILS**
C813	**DETAILS**
C814	**DETAILS**
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C816	**DETAILS**
C817	**DETAILS**
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NOTICE TO BIDDERS

Sealed bids will be received by the City of Harrisburg of Lincoln County, South Dakota for the proposed construction related to the **Harrisburg City Hall and Central Park Splash Pad** until **2:30 p.m., local time on Tuesday, December 8, 2026.** The bids are due at the Harrisburg City Hall, 301 E Willow Street, Harrisburg, South Dakota. The bid opening will be held at the Heritage Board Room, 200 E Willow Street, Harrisburg, South Dakota. A pre-bid meeting will be held at City Hall at 2:30 p.m., local time on Tuesday, December 1st, 2026, with a tour of the site to follow.

The Issuing Office for the Bidding Documents is Stockwell Engineers located at 801 North Phillips Ave, Suite 100, Sioux Falls, SD 57104, (605) 338-6668. Prospective bidders may download and examine complete electronic bidding documents at no charge at the designated website, www.stockwellengineers.com. Copies of the Plans and Specifications will be made available electronically (pdf format). Technical questions for the City Hall project shall be directed to Guillermo Cebrian, Sioux Falls, South Dakota at 605-271-0636, or guillermo@co-oparch.com. Technical questions for the Splash Pad project shall be directed to Stockwell Engineers, Sioux Falls, South Dakota at 605-338-6668, or dlocke@stockwellengineers.com.

Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

Bidding documents may also be examined at the following locations:

Sioux Falls Builders Exchange, Sioux Falls, SD
Plains Builders Exchange, Sioux Falls, SD
Aberdeen Builders Exchange, Aberdeen, SD
Fargo-Moorhead Builders Exchange, Fargo, ND
Minneapolis Builders Exchange, Minneapolis, MN

Bids shall be submitted to the City of Harrisburg in a sealed envelope with the name and address of the bidder clearly identified on the envelope and the words "Bid for Harrisburg City Hall and Central Park Splash Pad". All bidders shall take note of the AIA Document A701 "Instructions to Bidders", and the AIA Document A201 "General Conditions of the Contract for Construction". Faxed bids will not be accepted; nor will faxed bid adjustments be accepted. The Owner will accept single bids for Bid Package #1, Bid Package #2, or a combination of both as Bid Package #3. Award will be based on the lowest sum of each, with Alternates being accepted at the Owner's discretion.

No bidder may withdraw a bid for 30 days following the bid opening without a written request explaining the cause of the withdrawal and without written consent of the Owner after reviewing the cause.

Liquidated damages shall be in effect for this project. See Bid Form, Agreement for Construction, and the General Conditions for details.

Each bid shall be accompanied by a certified check, a cashier's check or draft certified or issued by a state or national bank, in the amount of at least five percent (5%) of the total amount of the bid, payable to City of Harrisburg; or in lieu thereof, bidder may furnish a bid bond in the amount of not less than ten percent (10%) of the amount of the bid, such bond to be issued by a surety authorized to do business in the State of South Dakota and payable to City of Harrisburg as a guarantee that such bidder will enter into a contract with the Owner for the work described in the bid and as specified.

The City of Harrisburg reserves the right to reject any part of, or all bids, and to waive any informalities or irregularities therein.

By virtue of statutory authority preference will be given to contracts, labor, materials, products, and supplies found or produced within the State of South Dakota in a manner provided by law.

CITY OF HARRISBURG
of Lincoln County, South Dakota

By: Rich Kluin, CFO

Publish: Thursday, November 12th, 2026
Thursday, November 19th, 2026

BID FORM
BID PACKAGE #2 – CENTRAL PARK SPLASH PAD

PROJECT: Harrisburg City Hall and Central Park Splash Pad
City of Harrisburg

TO: City of Harrisburg
301 E. Willow St.
Harrisburg, South Dakota 57032

BID OF: _____
(hereinafter called "Bidder")

The Bidder, in compliance with your Advertisement for Bids for the Complete Construction for the proposed splash pad project, having examined the drawings and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents of which this Bid is a part. Bidder hereby agrees to commence work under this Contract on or before a date to be specified in written "Notice to Proceed" of the Owner, and to fully complete the project at the dates set forth in the Contract Documents.

BIDDER AGREES TO PERFORM THE COMPLETE CONSTRUCTION for the following sum:

For the following Base Bid:

Bid Package #2 – Central Park Splash Pad

_____($_____)

Alternate #2A – Lifefloor Surfacing (Add or Deduct):

_____($_____)

Alternate #2B – Northeast Parking Lot (Add or Deduct):

_____($_____)

Alternate #2C – Site Furnishings (Add or Deduct):

_____($_____)

UNIT PRICES:

Item A – Over Excavation of Unsuitable Material $_____ Per CuYd

Item B – Imported and Compacted Fill $_____ Per CuYd

MAJOR SUBCONTRACTORS:

Plumbing _____

Splash Pad Equipment Installer _____

Electrical _____

ADDENDA:

The undersigned acknowledge receipt of addenda as noted and the bid submitted herewith is in accordance with the stipulations set forth herein.

ADDENDUM NO_____ DATED _____
ADDENDUM NO_____ DATED _____
ADDENDUM NO_____ DATED _____
ADDENDUM NO_____ DATED _____

The undersigned agrees that his bid may not be withdrawn for a period of 30 days from the time set for opening of bids and that if notified of acceptance of his Proposal within the stated time, or at any time thereafter before the bid is withdrawn, he will within ten (10) days of such notification, execute and deliver a Contract in the Form of Contract specified.

The Contractor shall commence work under this Contract within ten (10) calendar days after the date of receipt by him of Notice to Proceed, to prosecute said work diligently, and to complete the entire project ready for use at the dates set forth in the Contract Documents. The time stated for completion shall include a time allowance for inspections, completion of items requiring further attention and a final cleanup of premises.

The above bid includes State and Local Sales Tax on materials and all other State and Federal Taxes that would affect the amount of the bid.

In submitting this bid it is understood that the right is reserved by the Architect and Owners to reject any and all bids and to waive all informalities.

BIDDER: _____

BY: _____

TITLE: _____

BUSINESS ADDRESS: _____

STATE OF INCORPORATION: _____
(SEAL)

AIA® Document A701® – 2018

Instructions to Bidders

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

Harrisburg City Hall and Central Park Splash Pad
Located within the City-owned Central Park
Harrisburg, SD 57032

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

City of Harrisburg
301 East Willow St.
Harrisburg, SD 57032

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

Collaborative Operandi Architecture, LLC
D.B.A. CO-OP Architecture
440 East 8th Street, Suite 221
Sioux Falls, SD 57103

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1 DEFINITIONS

2 BIDDER'S REPRESENTATIONS

3 BIDDING DOCUMENTS

4 BIDDING PROCEDURES

5 CONSIDERATION OF BIDS

6 POST-BID INFORMATION

7 PERFORMANCE BOND AND PAYMENT BOND

8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

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

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

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

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

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ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

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

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

ARTICLE 2 BIDDER'S REPRESENTATIONS

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

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

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)

Bidding documents will be distributed via email.

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper

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documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

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

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

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

§ 3.2 Modification or Interpretation of Bidding Documents

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

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

Clarifications, interpretations, and substitution requests shall be made via email.

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

§ 3.3 Substitutions

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

§ 3.3.2 Substitution Process

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

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

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

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

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

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§ 3.4 Addenda

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

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

Addenda will be issued to planholders via email.

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

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

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

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

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

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

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

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

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

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

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

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

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:

(Insert the form and amount of bid security.)

See Notice to Bidders.

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

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless

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otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning30 days after the opening of Bids, withdraw its Bid and request the return of its bid security.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:
(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

By paper copy via mail or in person.,

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

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

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

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

§ 4.4 Modification or Withdrawal of Bid

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

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

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

Bid security will be returned.

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

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

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

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

ARTICLE 6 POST-BID INFORMATION
§ 6.1 Contractor's Qualification Statement
Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

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

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

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

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

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

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

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND
§ 7.1 Bond Requirements
§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

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

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shall be added to the Bid in determining the Contract Sum.

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

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.
(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)

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

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

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

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

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS
§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

.4 Building Information Modeling Exhibit, if completed:

.5 Drawings

Number	Title	Date

.6 Specifications

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Section	Title	Date	Pages

.7 Addenda:

Number	Date	Pages

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

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

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

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

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Supplements to Instructions to Bidders

AIA Document A-701 "Instructions to Bidders" latest Edition shall pertain to this contract. The following information and supplements shall modify, change, delete or add to this document. Where any part of the Instructions to Bidders is modified or voided by the following articles, the unaltered provisions of that part shall remain in effect.

3.1.1 Copies of the Plans and Specifications will be made available electronically (pdf format). Technical questions shall be directed to CO-OP Architecture, LLC, Sioux Falls, South Dakota at 605-334-9999.

4.1.1.1 Bids will be received for one prime contract for the Harrisburg City Hall (Bid Package #1), one prime contract for Central Park Splash Pad (Bid Package #2), and one prime contract for both (Bid Package #3). Bids for each package shall be placed in separate envelopes, with a bid bond and bid form for each.

4.2.1 Bid Security will be required on this project as specified in Advertisement for Bids.

4.3.1. Bids shall be submitted in sealed envelope plainly marked on face as follows:

Bidders Name

Bidders Address

Proposal For: General Construction (Bid Package #1, 2, or 3)

Project: Harrisburg City Hall & Central Park Splash Pad

Location: Harrisburg, South Dakota

4.3.2. Bids will be received as follows:

Date: **December 8, 2026**

Time: **2:30 p.m.**

Location:

Harrisburg City Hall

301 East Willow Street

Harrisburg, South Dakota 57032

4.4.1. Bids may not be modified, withdrawn or cancelled for thirty (30) days following date for receipt of bids.

5.1. Bids will be publicly opened and read aloud.

6.1. Contractors Qualification Statement, AIA Document A305 will not be required prior to bidding but may be required prior to award of contract. If same is requested, it shall be submitted within ten days from date of request.

6.3.1. Forms for submittals of items 6.3.1.1., 6.3.1.2. and 6.3.1.3 will be supplied by the architect. Forms to be submitted in two copies.

7.1.1. Performance Bond and Payment Bond will be required of successful prime contractor and cost of same to be included in the bid. Bond shall be executed on AIA Standard Form A312, with amount shown on each part equal to 100 percent of the total amount payable by terms of the contract. Surety shall be company licensed to do business in South Dakota and acceptable to architect and owner. Two copies of each are required. Bonds to be issued to owner, same as Bid Security listed in Advertisement for Bids.

8.1. A copy of this agreement may be examined by bidders at the office of the architect.

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

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

Harrisburg City Hall and Central Park Splash Pad
Located within the City-owned Central Park
Harrisburg, SD 57032

THE OWNER:
(Name, legal status and address)

City of Harrisburg
301 East Willow Street
Harrisburg, SD 57032

THE ARCHITECT:
(Name, legal status and address)

Collaborative Operandi Architecture, LLC
D.B.A. CO-OP Architecture
440 East 8th Street, Suite 221
Sioux Falls, SD 57103

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

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™–2017, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols

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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.

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

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

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

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Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

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§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for

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construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not

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be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

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§ 4.2.4 Communications

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

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§ 5.4 Contingent Assignment of Subcontracts

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

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and

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proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

- **.1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- **.2** Unit prices stated in the Contract Documents or subsequently agreed upon;

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.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.4.

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

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change

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in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

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reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

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

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

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

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

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

§ 9.4 Certificates for Payment

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

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, 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 that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the 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.

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§ 9.5 Decisions to Withhold Certification

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

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

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

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

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

§ 9.6 Progress Payments

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

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

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

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

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§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

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

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

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

.1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents;

.3 terms of special warranties required by the Contract Documents; or

.4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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

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

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

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

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

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

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§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

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

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

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

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

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

§ 10.4 Emergencies

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

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ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

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

§ 11.2 Owner's Insurance

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

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

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

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§ 11.3 Waivers of Subrogation

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

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

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

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

§11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

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Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

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

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

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§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

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

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

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

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

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

§ 13.5 Interest

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

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ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

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

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

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

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly

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waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

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

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

- **.1** that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- **.2** that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after

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expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

§ 15.2 Initial Decision

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

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

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information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

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

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

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

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

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

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

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

§ 15.3 Mediation

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

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

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

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

§ 15.4 Arbitration

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

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

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

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

§ 15.4.4 Consolidation or Joinder

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

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

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

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SUPPLEMENTS TO GENERAL CONDITIONS

AIA Document A-201-2017 “General Conditions of the Contract for Construction”, shall pertain to this contract. The following information and supplements shall modify, change, delete or add to this document. Where any part of the General Conditions is modified or voided by the following articles, the unaltered provisions of that part shall remain in effect.

Article 3 – Contractor:

Add the following:

3.10.4. Progress Schedule shall be submitted by general contractor in six copies within ten days after date of Notice to Proceed. Architect will distribute to each other prime contractor and owner.

3.12.5.1 Procedures for shop drawing submittals will be as follows:

1. All documents transmitted for purposes of administration of the contract are to be in electronic (PDF) format and transmitted via an Internet-based submittal service that receives, logs and stores documents, provides electronic stamping and signatures, and notifies addressees via email.

3.12.9.1 Each room, door, window and other items having numbers on the contract drawings shall be referred to by those numbers only and are not to be changed on shop drawings.

3.15.3 All glass shall be fully protected from damage of any kind. Do not allow mortar or any other substance to remain on glass. Just prior to final inspection, the general contractor shall replace any broken glass; clean all glass; remove stains, spots, marks or other dirt from his work; clean all walks and drives by washing and/or sweeping; remove all construction equipment and excess materials from site; clean hardware; remove all paint spots; clean all walls if necessary and clean all floors in accordance with the instructions of flooring sub-contractor.

Article 7 – Changes in the Work

Add the following:

7.2.1.4. Change orders will be prepared in three copies. Likewise, change order proposals shall be prepared in three copies and shall contain a complete breakdown of all costs and substantiating proposals from subcontractors if involved, shall be attached, Subcontractor proposals also to contain a complete breakdown.

7.2.1.5. Maximum allowance for overhead and profit on add or deduct change orders shall be 5% for overhead and 5% for profit. The cost of the Bond, Builders Risk, basic construction plant, home office, general superintendent and the like, shall be considered part of the overhead cost. Add or deduct control orders will be computed on the same basis. For change orders of work where the prime contractor (Architectural Trades, Mechanical or Electrical) has awarded the work to a subcontractor, the prime contractor shall be allowed one fee only in an amount not to exceed 10% on add or deduct change orders.

Article 9 – Progress Payments:

9.6.1. Add the following:

Progress payment retainage: The contract shall be so conditioned that it will provide for retention of not less than the following percentages:

5% of the amount of the contract until the contract shall be fully executed and completed to the satisfaction and acceptance of the owner.

9.10.2. The requirements of this paragraph must be met prior to issuance of final certificate for payment. The contractor will submit AIA Documents G706, G706A, and G707 to architect to meet compliance.

Article 10 – Protection of Persons and Property:

Add the following:

10.2.7. All parts of the work shall be braced to resist wind or other loads. The contractor shall perform the work with the explicit understanding that the design of the project is based on all parts of the work having been completed and as such, the methods of performance of each part of the work shall be done accordingly.

10.2.8. Temporary items such as, but not limited to:

Scaffolding, staging, lifting, and hoisting devices, shoring, excavation, barricades, and safety and construction procedures necessary in completion of the project shall be the responsibility of the contractors and their subcontractors and shall comply with the applicable codes and regulations. OSHA Standards for the Construction Industry (29DFR Part 1926) shall be complied with in every respect. It shall not be the responsibility of the owner or the architect to determine if the contractors, subcontractors, their representatives are in compliance with the aforementioned regulations.

Article 11 – Insurance and Bonds

11.1 Contractor's Insurance and Bonds

Add the following clauses to 11.1.1:

11.1.1.1 In addition to the Owner, Architect, and Architect's consultants, Stockwell Engineers shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the contract Documents.

11.1.1.2 The Insurer shall have an A.M. Best rating of "A" or better.

11.1.1.3 Liability Insurance shall include all major division of coverage and be on comprehensive basis including:

1. Premises Operations (including X, C and U coverages as applicable).
2. Independent Contractor's Protective.
3. Personal Injury Liability with Employment Exclusion deleted.
4. Contractual, including specified provision for Contractor's obligation under Paragraph 3.18.
5. Broad Form Property Damage including Completed Operations.

11.1.1.4 If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with Subparagraph 9.10.2.

11.1.1.5 The insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits, or greater if required by law:

1. Workers Compensation:
    a. State: South Dakota Statutory
    b. Applicable Federal (e.g. Longshoremen's): Statutory
    c. Employer's Liability:

        $100,000 per Accident
        $500,000 Disease, Policy Limit
        $100,000 Disease, Each Employee

2. Commercial General Liability (including Premises-Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage Contractual, Personal Injury):

    a. $1,000,000 Each Occurrence

    b. Owner shall be included as an Additional Insured on the Contractor's General Liability coverage on a Primary Non Contribution basis including completed operations.

    c. General Aggregate; $2,000,000

    d. Products and Completed Operations to be maintained for two years after final payment.

    e. Property Damage Liability Insurance shall provide X,C, and U coverage. Any exception to the above must be noted on Certificate.

    f. Broad Form Property Damage Coverage shall include Completed Operations.

    g. Personal Injury and Advertising, with Employment Exclusion deleted:

        $1,000,000.

    h. If the General Liability coverages are provided by a Commercial Liability policy, the:

        General and Products and Completed Operations aggregate shall not to be less than $1,000,000 and it shall apply, in total, to this project only. If, under terms of a Commercial General Liability or for products and completed operations aggregate policy or Commercial Umbrella Liability

policy or the general aggregate amount specified for this project only, is reduced up to 10% by the total of all claims, paid and pending, for which the Contractor is or may be liable, the Contractor shall notify the Owner within 10 days of such reduction or potential reduction. Contract shall indicate in the notification separate totals for each category, paid and pending. If instructed by the Owner in writing, the Contractor shall, at its own expense, restore the general aggregate to their original amounts. Contractor shall, within 30 days receipt of such notice, submit a revised Certificate of Insurance indicating restoration of required general aggregates. The Contractor may, on its own, restore the general aggregate to the original amounts for this project only at any time during the progress of the work without relying on notification by Owner.

i. Fire Damage Limit shall be not less than $50,000 on any one fire.

j. Medical Expense Limit shall be not less than $5,000 on any one person.

3. Business Auto Liability (including owned, non-owned and hired vehicles):

    a. Bodily Injury:

        $500,000 Each Person OR for 3a), b) $1,000,000 CSL
        $1,000,000 Each Occurrence

    b. Property Damage:

        $500,000 Each Occurrence

4. Umbrella Excess Liability:

    $1,000,000 Each Occurrence
    $1,000,000 General Aggregate
    $1,000,000 Products & Completed Operations Aggregate
    $1,000,000 Retention for self-insured hazards each occurrence.

Aaron Swan
& Associates, Inc.
2224 E 34th Street North, Sioux Falls, SD (605) 945-1315

CO-OP Architects
440 East 8th Street, #221
Sioux Falls, SD 57103

September 18, 2026

Subj: Report of Geotechnical Exploration
Proposed City Hall Building
Harrisburg, SD

ASA. No. 26G-061

We have completed the geotechnical exploration for the proposed City Hall building to be constructed in Harrisburg, South Dakota. Our project study results are attached. Please read the entire report for details of our conclusions and recommendations. A general summary of our findings is as follows:

- **Foundations:** Standard spread type footings should be supported on a minimum of 2 feet of an engineered fill material. The geotechnical representative can evaluate the soils and perform the necessary testing to ensure proper bearing capacity.
- **Soil Bearing Capacity** Maximum 2,000 psf.
- **Floor Slabs** We recommend all floor slabs also be supported by at least 2 feet of engineered fill soils. The top portion of the fill should consist of a minimum of 6-inches of a clean, free draining granular material/leveling course. The exposed soils should be inspected and tested prior to the placement of new fill material. The geotechnical representative can evaluate the soils for proper compaction. Some additional excavation may be required if soft pockets or otherwise unsuitable materials are encountered.
- **Engineered Fill** -Granular engineered fill should consist of a crushed aggregate base course material or a pit run non-expansive, low frost susceptible material with a maximum aggregate size of 2-inches, 40 to 85% passing the No. 4 sieve, and no more than 15% passing the No. 200 sieve with a Liquid Limit less than 25.

-The 6-inches of clean granular fill material recommended directly beneath floor slabs should have a nominal size of 1-inch, less than 7% by weight passing the #200 sieve, and less than 40% passing the #40 sieve.

o **Compaction Requirements (% of Standard Proctor)**	-Footing Areas:	95%
	-Interior Slab Areas:	95%
	-Exterior Slab Areas:	95%
	-Interior Backfill:	95%
	-Exterior Backfill*:	90%

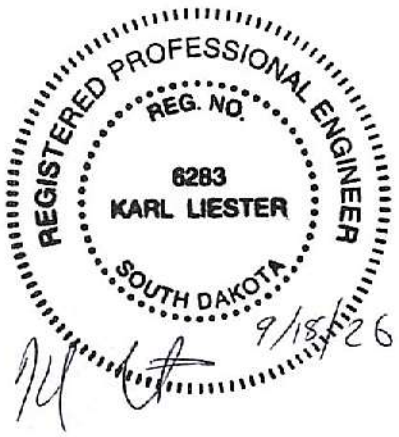
*Any backfill supporting pavement, sidewalks or other structural elements should be compacted to at least 95% of Standard Proctor (ASTM: D698).

We appreciate the opportunity to have provided the geotechnical engineering for this project. We are available for consultation during the various design stages. In order to provide complete professional services, we should perform construction observation and testing.

If you have any questions about this report, or require additional consultation, design, observation, or testing services, please contact us.

Sincerely,
AARON SWAN AND ASSOCIATES, INC.

Karl Liester, PE
Lead Geotechnical Engineer



INTRODUCTION

This report presents the results of our geotechnical engineering services for the proposed City Hall building to be constructed in Harrisburg, South Dakota.

Our services included obtaining information on site conditions, performing field and laboratory testing, performing engineering analyses, providing recommendations for use in foundation and floor slab design and presenting earthwork guidelines. Results of the field explorations, field tests and laboratory tests are presented in the Appendix.

Our professional services were performed using that degree of care and skill ordinarily exercised, under similar circumstances, by reputable geotechnical engineers practicing in this or similar localities. No other warranty, expressed or implied, is made. We prepared the report as an aid in the design of the proposed project. This report is not a bidding document. Any contractor reviewing this report must draw his own conclusions regarding site conditions and specific techniques to be used on this project.

PROJECT INFORMATION

Based upon the information and plans provided to us, we understand the project will consist of the construction of the new Harrisburg City Hall to be located at 150 Columbia Street North in Harrisburg, South Dakota. We understand the proposed construction will consist of a new single-story, slab on grade building with associated utilities, paved access drives and parking areas. We assume the building will be founded on conventional frost depth concrete spread footings with slab-on-grade floors. We estimate the main level of the building will be constructed 1 to 2 feet above the existing site grade. Parking and drive areas are also expected to require minimum cuts and fills.

SUBSURFACE EXPLORATION AND TESTING PROGRAMS

A total of (8) standard penetration test (SPT) borings were performed: (4) to approximately 15 feet below existing grade within the area of the proposed building, and (4) to 5 feet within the areas of the proposed parking lot and access drives. The borings were performed at the approximate locations indicated on the attached site plan. Logs of the subsurface borings are also presented in the Appendix. The boring locations were approximately determined based upon the site plans provided to us.

The Unified Soil Classification System was used to classify the site soils. The soil classification symbols appear on the attached subsurface boring logs and are briefly described in the Appendix.

Laboratory analyses were performed on representative soil samples to aid in material

classification and to estimate pertinent engineering properties of the on-site soils. Testing was performed in general accordance with applicable ASTM specifications. The test results are presented on the attached subsurface boring logs, adjacent to the corresponding samples on which they were performed.

The scope of our services did not include any environmental assessment or investigation for the presence or absence of hazardous or toxic materials in the soil, surface water, groundwater or air, on or below or around this site. All conditions noted are strictly for the information of our client.

SITE CONDITIONS

Surface Observations

At the time of our site work, the lot and area of the proposed construction consisted mostly of 2 softball fields. The ground surface within the area of the proposed building was covered with grass and the aggregate softball infield.

Subsurface Soils/Geology

The subsurface conditions encountered at each test boring location are illustrated on the subsurface boring logs included in the Appendix. We wish to point out that the subsurface conditions at other times and locations on this site may differ from those found at our test locations. If different subsurface conditions are encountered during construction, it is necessary that you contact us so that our recommendations can be reviewed.

At the time of our field work, groundwater was not encountered in any of the borings. The lack of groundwater noted at the boring locations should not be taken as an accurate representation of the actual groundwater levels. Fluctuations in the groundwater table may occur for various reasons, e.g. variations in precipitation, evaporation, surface runoff, groundwater withdrawal and recharge. A more accurate evaluation of the water table would require installing and monitoring piezometers over an extended time period; this period of time is generally not available during a typical subsurface exploration program.

CONCLUSIONS AND RECOMMENDATIONS

General

Our recommendations are based on the assumption that the soil conditions are similar to those encountered within our soil borings. If variations are noted during construction or if changes are made to the site plan, structural loading, foundation type or floor level, we should be notified so we can supplement our recommendations, as applicable.

The soil borings encountered natural lean clay soils throughout the depth of the borings with approximately 6 inches of topsoil at the surface. Laboratory tests indicate the lean clay soils have a moderate potential for expansion and therefore, we recommend a minimum of 2 feet of granular engineered fill be placed below the footings and floor slabs.

Foundations

Standard Spread Footings

It is our opinion that the building can be supported by a conventional frost depth spread footing foundation system. Footings are anticipated to bear approximately 3 to 4 feet below the existing grades depending on the final floor slab elevation.

If the recommendations contained in this report are followed, the proposed building/foundation system can be supported on 2 feet of an engineered fill material placed from the natural lean clay soil. An engineering evaluation following completion of the excavation should be performed to determine if any other low density or otherwise unsuitable areas are present prior to placement of the foundations.

Areas of low density or otherwise unsuitable soils may require additional compaction or over excavation and placement of engineered fill. All necessary fill soils placed should be tested to ensure that a minimum compaction of 95% of the Standard Proctor value is attained.

Footings should be placed a minimum of 48-inches below finished grade for frost protection in a heated structure, or should be properly insulated to prevent frost intrusion below the footings. Footings should be similarly insulated or placed a minimum of 60-inches below finished grade for frost protection in a non-heated structure. The maximum bearing capacity for these soils should not exceed 2000 psf. Further recommendations for site preparation are presented in the "Earthwork" section.

The movement of the proposed structure, supported as recommended, should be within allowable limits for this type of structure (less than 1 inch/100 ft total and ½" differential). Additional foundation movements could occur if water from any source infiltrates the foundation soils. Proper drainage should be provided in the final design, during construction and maintained throughout the life of the structure.

Therefore, we also recommend an exterior foundation drain be installed to intercept potential water infiltration. The perforated PVC perimeter drain pipe, typically 4-inches in diameter with a filter sock, should be placed at the outside bottom edge of the foundation excavation for the entire structure. Additionally, the pipe should be embedded in free

draining gravel. For proper drainage, the pipe should be graded at a minimum of 0.5 percent slope and connected to a collection pipe that discharges to a sump and pump system, storm sewer, or to a daylight point beyond the footprint of the structure.

Interior Slab-on-Grade Floors

We recommend interior floor slabs be supported by a minimum of 6-inches of a clean granular fill material/leveling course overlying at least 1.5 feet of a granular engineered fill material. Prior to placement of the recommended leveling course, the exposed subgrade soils should be evaluated for proper compaction and bearing capacity. The geotechnical representative will be able to provide additional recommendations based on the conditions encountered at the time of excavation. Areas of low density or otherwise unsuitable soils may be required to be recompacted or over-excavated for additional engineered fill placement.

The recommended minimum of 6-inches of fill/leveling course placed directly beneath the floor slab areas should consist of a relatively free-draining granular soil having a maximum size of 1-inch with less than 7% fine material passing the #200 sieve by weight, and less than 40% passing the #40 sieve. The purpose of this sand cushion/leveling course is to provide a working surface for the placement of concrete and also to serve as a capillary barrier. The slab subgrade should be prepared by the procedures outlined in this report.

All concrete placement and curing operations should follow the American Concrete Institute manual recommendations. Improper curing techniques and/or excessive slump (water-cement ratio) could cause excessive shrinkage, cracking or curling. Concrete slabs should be allowed to cure adequately before placing vinyl or other moisture sensitive floor covering.

Exterior Slabs-on-Grade

Exterior slabs-on-grade, exterior architectural features, and utilities may experience some movement due to the frost susceptibility of the soils on site. Reduction of potential movement and/or the resulting cracking could be realized by:

1. Minimizing moisture increases in the soil. Slopes should be implemented to drain surface water away from any proposed exterior slabs on grade.

2. Moisture-density control during placement of all soils and the use of a granular fill material beneath exterior slabs on grade.

3. Use of designs which allow vertical movement between the exterior features

and adjoining structural elements.

4. Placement of effective control joints on relatively close centers.

5. Allowance for vertical movements in utility connections.

Pavement Recommendations

Subgrade Preparation

Prior to placement of base course/new pavement or any fill to obtain final subgrade elevations, remove all topsoil from the paved areas. The exposed subgrade soils should be proof-rolled to verify a firm and unyielding subgrade has been obtained prior to the placement of new fill and/or base course materials.

Based upon the range of moisture contents measured within the borings, the subgrade soils will likely be near or below optimum moisture content. To obtain a firm and unyielding subgrade on which to construct the new pavement sections, moisture conditioning of the subgrade soils should be anticipated. The earthwork contractor should be made aware of the soil conditions at the site and account for the anticipated subgrade preparation work.

Contrarily, should weather related or seasonal increases to moisture content of the subgrade soils be encountered at the time of construction, scarification and drying of the subgrade soils may be required to obtain a firm and unyielding subgrade on which to construct the new pavement sections. This scarification process may need to be repeated over several days in order to allow the soils to dry back to an acceptable moisture content.

If project schedules do not allow for sufficient time to dry the soil back to acceptable levels, use of a geo-textile stabilization/separation material can be incorporated in the design. The geo-textile should be placed on top of the graded subgrade and below the aggregate base course layer. Any areas that "pump" under the loaded dump truck should be evaluated by the engineer to determine whether additional excavation and replacement with a coarse, clean rock (4 to 6-inch oversized “shot rock” material) or the use of a geo-textile fabric should be used to stabilize the subgrade. Once the subgrade has been proof-rolled and approved by the geotechnical engineer, base course may be placed.

If additional fill is required, the proposed imported backfill should be submitted to the geotechnical engineer for approval prior to use.

Aggregate Base Course

Aggregate base course should be moisture conditioned to within ±3% of optimum and

compacted to a minimum of 95% of maximum density as determined by the Standard Proctor method (ASTM: D698) and should meet the requirements as outlined by the South Dakota Department of Transportation (SD DOT). If a geotextile separation/stabilization fabric is used, we recommend you contact the manufacturer for design parameters and additional considerations for the pavement section.

Asphalt or PCC Pavement Recommendations

Based on the previously described design parameters and our analysis, we recommend the following minimum pavement sections be used for this project:

Traffic Area	Flexible (Asphalt), in.	Rigid (Concrete), in	Aggregate Base Course, in.	Total, in.
Access Drives/Parking Areas	4	--	8	12
	--	6	8	14
Loading Zones/Dumpster Pads/Entry Aprons	6	--	8	14
	--	7	8	15

We recommend the asphalt be obtained from an approved mix design conforming to the South Dakota Department of Transportation (SDDOT) Class E Specifications as defined in the “Standard Specifications for Road and Bridges”, current edition. Where rigid pavements are used, the concrete should be obtained from an approved mix design conforming to Section 380 “Portland Cement Concrete Pavement” and Section 460 “Structural Concrete” of the SDDOT Specifications, current edition.

Longitudinal and transverse joints should be provided as needed in concrete pavements for expansion/contraction and isolation. The location and extent of joints should be based upon the final pavement geometry. Sawed joints should be cut within 24-hours of concrete placement. All joints should be sealed to prevent entry of foreign material and dowelled where necessary for load transfer.

Aggregate used in the asphalt and concrete should meet SDDOT specifications under Section 880 “Aggregates for Asphalt Concrete” for quality and gradation. Mix designs should be submitted prior to construction to verify their adequacy.

Utility Trench Construction

We recommend that all utility lines be placed as noted herein and in accordance with any City of Harrisburg earthwork and utility construction documents, if applicable. Conventional construction equipment such as tracked excavators should be able to make the required trench excavations along the utility alignments. If excavation faces are not retained, the excavations should maintain maximum allowable slopes in accordance with *OSHA Regulations (Standards 29 CFR), Part 1926, Subpart P, "Excavations"* (can be found on www.osha.gov). Even with the required OSHA sloping, water seepage or surface runoff can potentially induce side slope erosion or running which could require slope maintenance.

For trench excavations, we recommend the site lean clay soils be considered Type B soils when applying the OSHA regulations. OSHA recommends a maximum slope inclination of 1H:1V (horizontal/vertical) for Type B soils. These classifications should be considered preliminary and should be verified in the field on a daily basis by the contractor and/or geotechnical engineer. Excavations deeper than 20 feet and/or in saturated soils or below the groundwater table should be considered on an individual basis. Water levels, due to climatic conditions, should be evaluated at the time of construction. If the above trench layback recommendations are not feasible, due to space limitations or other factors, the OSHA rules should be consulted for alternative trench stabilization methods. Trench boxes or shoring in compliance with OSHA rules may be acceptable alternatives.

Based on the range of current moisture contents determined in our laboratory, the excavated soils will require processing and moisture conditioning to bring the trench spoils close to the optimum moisture content before reuse as trench backfill. We recommend the moisture content of the upper site lean clay/silt soils used as backfill be adjusted to within -1 to +3% of the optimum moisture content (ASTM: D698). Granular (silty sand) soils should be adjusted to within ±3% of the optimum moisture content.

Please note that means and methods of attaining the required moisture content and workability of the material should be left to the discretion of the earthwork contractor, but high moisture content site soils should not be deemed 'unsuitable' for use. Earthwork contractors should bid this project accordingly. We also recommend particular attention be paid to the compaction efforts around manholes to reduce the potential of future related settlements issues.

The trench backfill should be placed in 8-inch maximum loose lift thicknesses and compacted to at least 95% of maximum Standard Proctor (ASTM: D698) dry density. Additionally, we recommend the top 1-foot of the trench backfill zone be compacted to at least 98% of the maximum dry density to reduce the potential of future settlement related issues under paved areas. We also recommend particular attention be paid to the

compaction efforts around manholes and service lines to reduce the potential of future related settlements issues.

Extensive proof rolling, as noted in the “Pavement Design Considerations” section of this report should be performed on all utility trenches within areas to receive pavement. Deficient areas noted by the geotechnical engineer during the proof rolling operations should be removed to the recommended depth and replaced as required.

Freezing Weather

Soils which are allowed to freeze will heave and lose density. Upon thawing, these soils will not regain their full original strength and density. The extent of heave and density or strength loss depends on the soil type and moisture condition; and is usually more pronounced in finer grained soils. Foundations, slabs, and other improvements affected by such frost movements should be protected from frost intrusion during freezing weather.

Ideally, winter excavation should be limited to areas small enough to be refilled to a grade higher than the finished grade on the same day. Trenching back down to unfrozen soils for foundation construction can then be performed just prior to footing placement. The excavated trenches should be protected from freezing by means of insulating or heating during foundation construction. Backfilling of the foundation trenches should be performed immediately after the below grade foundation construction is finished. All new fill should not be allowed to freeze during or after placement. In addition, any interior footings, or footings designed without frost protection should be extended below frost depth, unless adequate precautions are taken to prevent frost intrusion until the building can be enclosed and heated.

Strong, durable concrete that meets the requirements of the project specifications will develop only if it is properly manufactured, placed and protected. The necessity for protection increases as the ambient temperature decreases. Procedures for manufacturing, placing and curing concrete in cold weather should be followed as outlined in ACI 306R.

Drainage and Moisture Protection

Standard equipment should be adequate for excavations into the site colluvium soils and sandstone bedrock for the proposed foundations and slabs. Please note, the deeper, very dense sandstone bedrock may require the use of larger excavator. The soils may pump and become unworkable under loading of heavy construction equipment and high moisture contents. Scarification and drying or use of specialized equipment may become necessary. Proper drainage should be maintained both during and after construction so that surface water is not introduced to the excavations.

SLOPE STABILITY

General

The owner and contractor should make themselves aware of and become familiar with applicable local, state, and federal safety regulations, including the current OSHA Excavation and Trench Safety Standards. Construction site safety generally is the sole responsibility of the Contractor, who shall also be solely responsible for the means, methods, and sequencing of construction operations. We are providing this information solely as a service to our client. Under no circumstances should the information provided below be interpreted to mean that Aaron Swan & Associates, Inc., is assuming responsibility for construction site safety or the Contractor's activities; such responsibility is not being implied and should not be inferred.

Excavations and Slopes

The Contractor should be aware that slope height, slope inclination or excavation depths (including utility trench excavations) should in no case exceed those specified in local, state, or federal safety regulations, e.g., OSHA Health and Safety Standards for Excavations, 29 CFR Part 1926, or successor regulations, such regulations are strictly enforced and, if they are not followed, the Owner, Contractor, and/or earthwork and utility subcontractors could be liable for substantial penalties.

As a safety measure, it is recommended that all vehicles and soil piles be kept a minimum lateral distance from the crest of the slope equal to no less than the slope height. Also, the exposed slope face should be protected against the elements.

We recommend that you retain us to monitor the soils exposed in all excavations and provide engineering services for such slopes. This will provide an opportunity to monitor the soil types encountered and to modify the excavation slope as necessary as we check the excavation for low density areas. It also offers an opportunity to verify the soil type and stability of the excavation slopes during construction.

EARTHWORK

General

The conclusions in this report are contingent upon compliance with recommendations in this section.

Site Clearing

Strip and remove all existing topsoil in the foundation, floor slab and pavement areas and additional soils as directed in this report. Any deleterious materials from the construction area and at least five feet beyond should be removed. All exposed surfaces should be free of mounds and depressions which could prevent uniform compaction.

Excavation

Standard equipment should be adequate for excavations for the proposed construction. Any existing buried utilities located within the proposed construction area should be removed. All existing building materials, foundations or rubble encountered should also be removed from the site. The resulting excavations should be examined by the geotechnical engineer or the geotechnical engineer's representative prior to the placement of new fill soils.

Foundation and Floor Slab Preparation

To provide a suitable bearing surface for the proposed construction, remove the soils as directed in this report. Have the geotechnical representative observe the excavations and perform any necessary testing to determine if any low density or otherwise unsuitable areas are present prior to the placement of the engineered fill material.

Materials

1. Clean on-site and imported soils may be used as fill material for the following:

    -Exterior foundation backfill
    -Utility trench backfill
    -Overlot grading purposes

2. Frozen soils should not be used as fill or backfill.

3. The granular engineered fill should be a non-expansive material with a maximum size of 2-inches, 40% to 85% passing the #4 sieve, and no more than 15% passing the #200 sieve, with a liquid limit of less than 25.

4. We recommend a minimum of 6-inches of clean granular fill material/leveling course (maximum size of 1-inch, less than 7% by weight passing the #200 sieve, and less than 40% passing the #40 sieve) be placed below all floor slabs.

Placement and Compaction

Based on our information and experience, the following procedures for placement and compaction of soils have been used successfully on other projects in the project vicinity.

1. Following the soil removal in the building areas and prior to fill and foundation placement, the exposed native soils should be observed and/or tested by the geotechnical representative to verify soil type and strength.

2. Place and compact any necessary fill in horizontal lifts using equipment and procedures that will produce recommended water contents and densities throughout the lift. All backfill should be placed in loose lift thicknesses of 8-inches or less. If hand-operated compaction equipment is used, the loose lift thickness should be reduced to 4-inches or less. We recommend that compaction testing of the soils be completed at the following intervals:

-Footing trenches: 1 test for each 50 feet of trench for each 1-foot lift.

-Slab areas: 1 test for each 2,500 square feet of floor area per 1-foot lift (minimum of 2 tests per lift).

-Backfill: 1 test per 50 feet of foundation backfill (interior and exterior) for each foot of fill placed.

3. No fill should be placed over frozen ground.

4. Compaction Requirements (% of Standard Proctor ASTM: D698)

-Footing Areas:	95%
-Interior Slab Areas:	95%
-Exterior Slab Areas:	95%
-Interior Backfill:	95%
-Exterior Backfill:	90%

*Any backfill supporting pavement, sidewalks or other structural elements should be compacted to at least 95%.

5. On-site and approved imported silt/clay soils should be compacted within a moisture range of -1 to +3% of optimum according to Standard Proctor (ASTM: D698). Granular (sand) site soils or engineered fill should be moisture conditioned to within ±3% of optimum moisture content prior to being placed.

COMPLIANCE

Recommendations for slabs-on-grade and foundation elements supported on compacted fills or prepared subgrade are dependent upon compliance to "Earthwork" recommendations. To assess compliance with these recommendations, observation and testing should be performed under the direction of a geotechnical engineer.

CLOSURE

Our conclusions and recommendations are predicated on observations and testing of the earthwork preparations directed by a geotechnical engineer. Responsibility for any design or construction work or for our conclusions, recommendations, opinions or interpretations, either oral or written, cannot be accepted unless we perform the plan and specification review and construction monitoring to determine whether or not the work performed is in substantial compliance with our conclusions, recommendations, opinions or interpretations, and whether changed soil conditions have occurred.

Deviations from our recommendations by the plans, written specifications, or field applications shall relieve us of responsibility unless our written concurrence with such deviations has been obtained.

Aaron Swan & Associates, Inc.

Soil Boring Number: B-1

PROJECT Harrisburg City Hall
GENERAL LOCATION 150 Columbia Street North
PROJECT NUMBER 26G-061
LATITUDE 43.435110 **LONGITUDE** -96.700680
DATE COMPLETED 09/04/2026
RIG TYPE AMS Track Rig
DRILLER CR **LOGGED BY** KL
TOOLING -
SURFACE ELEV. 1424.3'
DEPTH -

Depth (ft)	Material Description	Log	Geology Unit	N-Value	SAMPLE TYPE	REC (IN)	Lab WC	Lab Den (PCF)	Lab LL	Lab PL	Lab % Passing #200
1	**Organic Silt**, Topsoil, mostly silty clay, dark brown, dry (OL) 0.5		Topsoil	9	SS						
2	**Lean Clay**, Lean Clay, trace of sand and gravel, brown, soft to stiff, dry to moist (CL)										
3				11	SS		20.00	98.00			
4											
5											
6	6.5			5	SS						
7	End of Boring										
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WATER LEVEL & CAVE-IN OBSERVATION DATA

WATER ENCOUNTERED DURING DRILLING: N/A		CAVE - IN DEPTH DURING DRILLING: N/A	
WATER ENCOUNTERED AT COMPLETION (0 HOURS): N/A		CAVE - IN DEPTH AT COMPLETION (0 HOURS): N/A	
WATER ENCOUNTERED AFTER COMPLETION TIME AFTER COMPLETION: - DEPTH: N/A		CAVE - IN DEPTH AFTER COMPLETION TIME AFTER COMPLETION: - DEPTH: N/A	

NOTES: -

Date Printed: September 18, 2026 | Project #: 26G-061

Aaron Swan & Associates, Inc.

Soil Boring Number: B-2

PROJECT Harrisburg City Hall
GENERAL LOCATION 150 Columbia Street North
PROJECT NUMBER 26G-061
LATITUDE 43.435460 **LONGITUDE** -96.700130
DATE COMPLETED 09/04/2026
RIG TYPE AMS Track Rig
DRILLER CR **LOGGED BY** KL
TOOLING -
SURFACE ELEV. 1425.1'
DEPTH -

Depth (ft)	Material Description	Log	Geology Unit	N-Value	SAMPLE TYPE	REC (IN)	Lab WC	Lab Den (PCF)	Lab LL	Lab PL	Lab % Passing #200
1	**Organic Silt**, Topsoil, mostly silty clay, dark brown, dry (OL) 0.5		Topsoil	11	SS						
2	**Lean Clay**, Lean Clay, trace of sand and gravel, brown, lenses of sand, soft to stiff, dry to moist (CL)										
3				5	SS						
4											
5											
6	6.5			10	SS		21.00	105.00			
7	End of Boring										
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WATER LEVEL & CAVE-IN OBSERVATION DATA

WATER ENCOUNTERED DURING DRILLING: N/A		CAVE - IN DEPTH DURING DRILLING: N/A	
WATER ENCOUNTERED AT COMPLETION (0 HOURS): N/A		CAVE - IN DEPTH AT COMPLETION (0 HOURS): N/A	
WATER ENCOUNTERED AFTER COMPLETION TIME AFTER COMPLETION: - DEPTH: N/A		CAVE - IN DEPTH AFTER COMPLETION TIME AFTER COMPLETION: - DEPTH: N/A	

NOTES: -

Date Printed: September 18, 2026 | Project #: 26G-061

Aaron Swan & Associates, Inc.

Soil Boring Number: B-3

PROJECT Harrisburg City Hall
GENERAL LOCATION 150 Columbia Street North
PROJECT NUMBER 26G-061
LATITUDE 43.435400 **LONGITUDE** -96.699850
DATE COMPLETED 09/04/2026
RIG TYPE AMS Track Rig
DRILLER CR **LOGGED BY** KL
TOOLING -
SURFACE ELEV. 1425.3'
DEPTH -

Depth (ft)	Material Description	Log	Geology Unit	N-Value	SAMPLE TYPE	REC (IN)	Lab WC	Lab Den (PCF)	Lab LL	Lab PL	Lab % Passing #200
1	**Organic Silt**, Topsoil, mostly silty clay, dark brown, dry (OL) 0.5		Topsoil	9	SS		18.00	102.00			
2	**Lean Clay**, Lean Clay, trace of sand and gravel, brown, lenses of sand, soft to stiff, dry to moist (CL)										
3				10	SS		19.00	110.00	46	13	
4											
5	5										
6	Clayey Silt, brown mottled, stiff, moist 6.5			5	SS						
7	End of Boring										
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WATER LEVEL & CAVE-IN OBSERVATION DATA

WATER ENCOUNTERED DURING DRILLING: N/A		CAVE - IN DEPTH DURING DRILLING: N/A	
WATER ENCOUNTERED AT COMPLETION (0 HOURS): N/A		CAVE - IN DEPTH AT COMPLETION (0 HOURS): N/A	
WATER ENCOUNTERED AFTER COMPLETION TIME AFTER COMPLETION: - DEPTH: N/A		CAVE - IN DEPTH AFTER COMPLETION TIME AFTER COMPLETION: - DEPTH: N/A	

NOTES: -

Date Printed: September 18, 2026 | Project #: 26G-061

Aaron Swan & Associates, Inc.

Soil Boring Number: B-4

PROJECT Harrisburg City Hall
GENERAL LOCATION 150 Columbia Street North
PROJECT NUMBER 26G-061
LATITUDE 43.435560 **LONGITUDE** -96.699460
DATE COMPLETED 09/04/2026
RIG TYPE Hand Auger
DRILLER CR **LOGGED BY** KL
TOOLING -
SURFACE ELEV. 1426.3'
DEPTH -

Depth (ft)	Material Description	Log	Geology Unit	N-Value	SAMPLE TYPE	REC (IN)	Lab WC	Lab Den (PCF)	Lab LL	Lab PL	Lab % Passing #200
1	**Organic Silt**, Topsoil, mostly silty clay, dark brown, dry (OL) 0.5		Topsoil		Hand						
2	**Lean Clay**, Lean Clay, trace of sand and gravel, brown, soft to stiff, dry to moist (CL)				Hand						
3											
4	4				Hand						
5	End of Boring										
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
18											
19											
20											
21											
22											
23											
24											
25											
26											
27											
28											
29											

WATER LEVEL & CAVE-IN OBSERVATION DATA

WATER ENCOUNTERED DURING DRILLING: N/A		CAVE - IN DEPTH DURING DRILLING: N/A	
WATER ENCOUNTERED AT COMPLETION (0 HOURS): N/A		CAVE - IN DEPTH AT COMPLETION (0 HOURS): N/A	
WATER ENCOUNTERED AFTER COMPLETION TIME AFTER COMPLETION: - DEPTH: N/A		CAVE - IN DEPTH AFTER COMPLETION TIME AFTER COMPLETION: - DEPTH: N/A	

NOTES: Performed with Hand Auger due to uncertain utility locations

Date Printed: September 18, 2026 | Project #: 26G-061

Aaron Swan & Associates, Inc.

Soil Boring Number: B-5

PROJECT Harrisburg City Hall
GENERAL LOCATION 150 Columbia Street North
PROJECT NUMBER 26G-061
LATITUDE 43.435170 **LONGITUDE** -96.700240
DATE COMPLETED 09/04/2026
RIG TYPE AMS Track Rig
DRILLER CR **LOGGED BY** KL
TOOLING -
SURFACE ELEV. 1424.6'
DEPTH -

Depth (ft)	Material Description	Log	Geology Unit	N-Value	SAMPLE TYPE	REC (IN)	Lab WC	Lab Den (PCF)	Lab LL	Lab PL	Lab % Passing #200
1	**Organic Silt**, Topsoil, mostly silty clay, dark brown, dry (OL) 0.5		Topsoil	11	SS						
2	**Lean Clay**, Lean Clay, trace of sand and gravel, brown, soft to stiff, dry to moist - mottled soil at 6.5 ft (CL)										
3				13	SS		18.00	104.00			
4											
5											
6 ▽				10	SS		20.00	105.00			
7											
8				13	SS		19.00	105.00			
9											
10											
11				8	SS		21.00	107.00			
12											
13											
14											
15											
16	16.5			12	SS		21.00	106.00			
17	End of Boring										
18											
19											
20											
21											
22											
23											
24											
25											
26											
27											
28											
29											

WATER LEVEL & CAVE-IN OBSERVATION DATA

▽	WATER ENCOUNTERED DURING DRILLING: N/A		CAVE - IN DEPTH DURING DRILLING: N/A
▼	WATER ENCOUNTERED AT COMPLETION (0 HOURS): N/A		CAVE - IN DEPTH AT COMPLETION (0 HOURS): N/A
▼	WATER ENCOUNTERED AFTER COMPLETION TIME AFTER COMPLETION: - DEPTH: N/A	■	CAVE - IN DEPTH AFTER COMPLETION TIME AFTER COMPLETION: - DEPTH: N/A

NOTES: Mottled soil at 6.5 ft indicates seasonal high water table

Date Printed: September 18, 2026 | Project #: 26G-061

Aaron Swan & Associates, Inc.

Soil Boring Number: B-6

PROJECT Harrisburg City Hall
GENERAL LOCATION 150 Columbia Street North
PROJECT NUMBER 26G-061
LATITUDE 43.434920 **LONGITUDE** -96.700310
DATE COMPLETED 09/04/2026
RIG TYPE AMS Track Rig
DRILLER CR **LOGGED BY** KL
TOOLING -
SURFACE ELEV. 1424.6'
DEPTH -

Depth (ft)	Material Description	Log	Geology Unit	N-Value	SAMPLE TYPE	REC (IN)	Lab WC	Lab Den (PCF)	Lab LL	Lab PL	Lab % Passing #200
0	**Organic Silt**, Topsoil, mostly silty clay, dark brown, dry (OL) 0.5		Topsoil	11	SS						
2	**Lean Clay**, Lean Clay, trace of sand and gravel, brown, soft to stiff, dry to moist - mottled soil at 5.5 ft (CL)			13	SS		17.00	106.00			
5 ▽				10	SS		20.00	105.00			
8				13	SS		19.00	107.00			
10				8	SS		21.00	107.00			
15				12	SS		21.00	106.00			
16	16.5										
17	End of Boring										

WATER LEVEL & CAVE-IN OBSERVATION DATA

▽	WATER ENCOUNTERED DURING DRILLING: N/A		CAVE - IN DEPTH DURING DRILLING: N/A
▼	WATER ENCOUNTERED AT COMPLETION (0 HOURS): N/A		CAVE - IN DEPTH AT COMPLETION (0 HOURS): N/A
▼	WATER ENCOUNTERED AFTER COMPLETION TIME AFTER COMPLETION: - DEPTH: N/A	■	CAVE - IN DEPTH AFTER COMPLETION TIME AFTER COMPLETION: - DEPTH: N/A

NOTES: Mottled soil at 5.5 ft

Date Printed: September 18, 2026 | Project #: 26G-061

Aaron Swan & Associates, Inc.

Soil Boring Number: B-7

PROJECT Harrisburg City Hall
GENERAL LOCATION 150 Columbia Street North
PROJECT NUMBER 26G-061
LATITUDE 43.434810 **LONGITUDE** -96.700060
DATE COMPLETED 09/04/2026
RIG TYPE AMS Track Rig
DRILLER CR **LOGGED BY** KL
TOOLING -
SURFACE ELEV. 1424.6'
DEPTH -

Depth (ft)	Material Description	Log	Geology Unit	N-Value	SAMPLE TYPE	REC (IN)	Lab WC	Lab Den (PCF)	Lab LL	Lab PL	Lab % Passing #200
1	**Organic Silt**, Topsoil, mostly silty clay, dark brown, dry (OL) 0.5		Topsoil	13	SS						
2	**Lean Clay**, Lean Clay, trace of sand and gravel, brown, soft to stiff, dry to moist - mottled soil at 5.5 ft (CL)										
3				21	SS						
4											
5 ▽				18	SS		14.00	103.00			
6											
7											
8				15	SS		20.00	107.00	42	19	
9											
10											
11				14	SS						
12											
13											
14											
15											
16	16.5			12	SS						
17	End of Boring										
18											
19											
20											
21											
22											
23											
24											
25											
26											
27											
28											
29											

WATER LEVEL & CAVE-IN OBSERVATION DATA

▽	WATER ENCOUNTERED DURING DRILLING: N/A		CAVE - IN DEPTH DURING DRILLING: N/A
▼	WATER ENCOUNTERED AT COMPLETION (0 HOURS): N/A		CAVE - IN DEPTH AT COMPLETION (0 HOURS): N/A
▼	WATER ENCOUNTERED AFTER COMPLETION TIME AFTER COMPLETION: - DEPTH: N/A	■	CAVE - IN DEPTH AFTER COMPLETION TIME AFTER COMPLETION: - DEPTH: N/A

NOTES: -

Date Printed: September 18, 2026 | Project #: 26G-061

Aaron Swan & Associates, Inc.

Soil Boring Number: B-8

PROJECT Harrisburg City Hall
GENERAL LOCATION 150 Columbia Street North
PROJECT NUMBER 26G-061
LATITUDE 43.434860 **LONGITUDE** -96.699720
DATE COMPLETED 09/04/2026
RIG TYPE AMS Track Rig
DRILLER CR **LOGGED BY** KL
TOOLING -
SURFACE ELEV. 1424.8'
DEPTH -

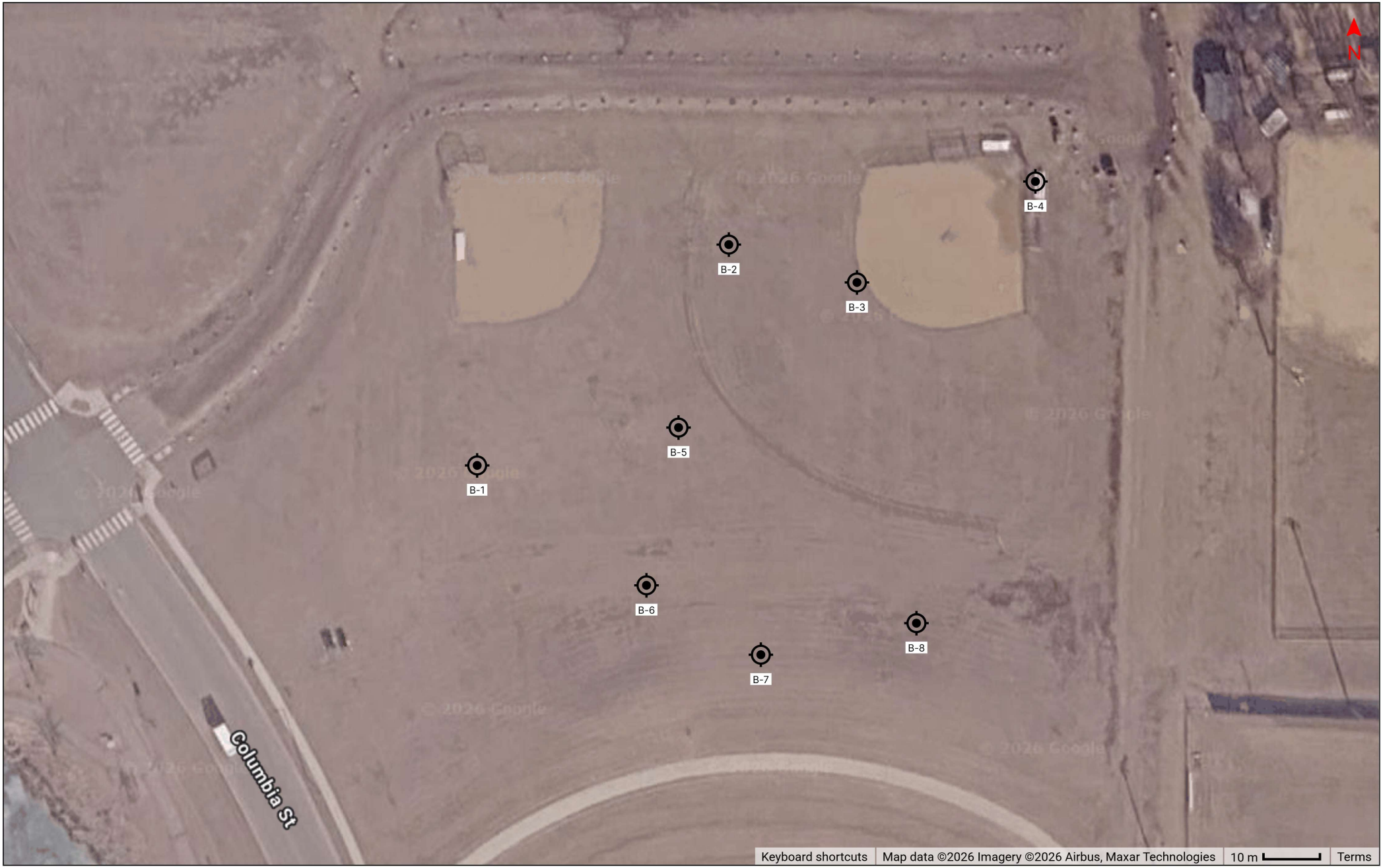
Depth (ft)	Material Description	Log	Geology Unit	N-Value	SAMPLE TYPE	REC (IN)	Lab WC	Lab Den (PCF)	Lab LL	Lab PL	Lab % Passing #200
1	**Organic Silt**, Topsoil, mostly silty clay, dark brown, dry (OL) 0.5		Topsoil	13	SS						
2	**Lean Clay**, Lean Clay, trace of sand and gravel, brown, soft to stiff, dry to moist - mottled soil at 5.5 ft (CL)										
3				6	SS						
4											
5 ▽				9	SS		21.00	97.00			
6											
7											
8				11	SS		22.00	106.00			
9											
10											
11				13	SS						
12											
13											
14											
15											
16	16.5			15	SS						
17	End of Boring										
18											
19											
20											
21											
22											
23											
24											
25											
26											
27											
28											
29											

WATER LEVEL & CAVE-IN OBSERVATION DATA

▽	WATER ENCOUNTERED DURING DRILLING: N/A		CAVE - IN DEPTH DURING DRILLING: N/A
▼	WATER ENCOUNTERED AT COMPLETION (0 HOURS): N/A		CAVE - IN DEPTH AT COMPLETION (0 HOURS): N/A
▼	WATER ENCOUNTERED AFTER COMPLETION TIME AFTER COMPLETION: - DEPTH: N/A	■	CAVE - IN DEPTH AFTER COMPLETION TIME AFTER COMPLETION: - DEPTH: N/A

NOTES: -

Date Printed: September 18, 2026 | Project #: 26G-061



Aaron Swan & Associates, Inc.	PREPARED BY	PROJECT	LOCATION	SYMBOL KEY
	Aaron Swan & Associates Blackhawk, SD	Name: Harrisburg City Hall Number: 26G-061		Soil Boring