



Document A102™ – 2007

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

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

This document is not intended for use in competitive bidding.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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(Paragraph deleted)

AGREEMENT made as of this 27th day of July in the year 2017.

BETWEEN the Owner:

LMV Thirteenth Piedmont Holdings, LP
201 South Tryon Street
Suite 1000
Charlotte, NC 28202

and the Contractor:

LMC Construction, LLC
201 South Tryon Street
Suite 1050
Charlotte, NC 28202

for the following Project:

195 Thirteenth Street
Atlanta, GA 30309

The Architect:

Smallwood, Reynolds, Stewart, Stewart & Associates, Inc.
One Piedmont Center
3565 Piedmont Rd., Suite 303
Atlanta, Ga. 30305

The Owner and Contractor agree as follows.

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ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1.1 The Contract Documents as further defined in Article 1.1.1 of the General Conditions, consist of this Agreement, as modified, the Georgia State Addendum attached hereto and incorporated herein as Exhibit A and all

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of the remaining Exhibits hereto, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Contractor's Clarifications and Exclusions, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the contract, and are as fully a part of the contract as if attached to this Agreement or repeated herein. The Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. A "Modification" is (1) a written amendment to this Agreement 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 Owner or Architect. The order of precedence of the Contract Documents is set forth in Section 1.1.3 herein and in Section 1.2.1 of the General Conditions (AIA Document A201-2007, as amended).

§ 1.1.2 If the Contractor discovers any inconsistency, ambiguity, discrepancy or error in the Contract Documents, the Contractor shall seek clarification from the Owner and Architect.

§ 1.1.3 In the event of any conflicts or discrepancies among the Contract Documents, the priorities of the Contract Documents shall be as follows:

1. Exhibit D (Contractor's Clarifications and Exclusions) to AIA Document A102-2007, as amended;
2. Executed Change Orders to the Contract Documents;
3. Exhibit A – Georgia State Addendum;
4. AIA Document A102-2007, Standard Form of Agreement between Owner and Contractor, as amended;
5. AIA Document A201-2007, General Conditions of the Contract for Construction, as amended;
6. All remaining Exhibits to AIA Document A102-2007, Standard Form of Agreement between Owner and Contractor, as amended, with the exception of Exhibit B (Project Specifications, as modified and amended by the Contractor) and Exhibit C (Construction Drawing and Documents List);
7. Addenda, with those of later date having precedence over those of earlier date; and
8. Exhibit B (Project Specifications, as modified and amended by the Contractor) and Exhibit C (Construction Drawing and Documents List) to AIA Document A102-2007, Standard Form of Agreement between Owner and Contractor, as amended.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in, and reasonably inferable from, the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of the Owner.

§ 2.1 All Work that the Contractor is required to complete for the Project is included in the Guaranteed Maximum Price. The Construction Drawing and Documents List is attached hereto as Exhibit C and incorporated herein.

ARTICLE 3 RELATIONSHIP OF THE PARTIES

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

ARTICLE 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 4.1 The "Date of Commencement" of the Work shall be the date
(Paragraphs deleted)
that the Contractor receives from the Owner the Notice to Proceed.

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If, prior to commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

N/A

§ 4.2 The Contract Time shall be measured from the Date of Commencement.

§ 4.3 The Contractor shall achieve Substantial Completion of the entire Work not later than
(Paragraphs deleted)

August 2019, Twenty-Four (24) calendar months after the Date of Commencement, subject to adjustments as provided in the Contract Documents. The Contractor shall perform the Work in accordance with the schedule attached hereto as Exhibit E (the "Schedule").

§ 4.4 At the time the Contractor gives notice to the Owner or Architect that it believes an applicable component of the Project has reached Substantial Completion, "punchlists" shall be completed by the Contractor after Architect's inspection of the Work.

ARTICLE 5 CONTRACT SUM

§ 5.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Contractor's Fee.

§ 5.1.1 The Contractor's Fee:

(Paragraph deleted)

Contractor's Fee shall be [REDACTED] of the GMP Cost of the Work as defined in Article 7.

§ 5.1.2 The method of adjustment of the Contractor's Fee for changes in the Work:

See AIA A201-2007, General Conditions, as amended, Section 7.

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

See AIA A201-2007, General Conditions, as amended, Section 7

(Paragraph deleted)

§ 5.1.4 Rental rates for Contractor-owned equipment shall not exceed the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices shall be provided by the Contractor upon written request from the Owner.

Item	Units and Limitations	Price Per Unit (\$0.00)
N/A		

§ 5.2 GUARANTEED MAXIMUM PRICE

§ 5.2.1 The Contract Sum is guaranteed by the Contractor not to exceed [REDACTED] subject to additions and deductions by Change Order as provided in the Contract Documents. The Contract Sum is referred to in the Contract Documents as the Guaranteed Maximum Price ("GMP"). Costs which would cause the GMP to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

(Paragraphs deleted)

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§ 5.2.2 The*(Paragraphs deleted)*

savings for the Work shall be calculated based on the difference between the GMP (which includes Contractor's Fee) and the Cost of the Work, less Lump Sum General Conditions plus the Contractor's Fee. The net cost savings shall be distributed as follows [REDACTED]

Contractor. Owner and Contractor agree that savings in Allowances, Changes to the Scope of Work and Deductive Change Orders are not savings to the Project. However, Owner approved Substitutions and Alternates are savings to the Project.

§ 5.2.3*(Paragraphs deleted)*

The GMP is based on the following alternates, which are described in Exhibit G of the Contract Documents which is attached hereto and incorporated herein.

(Table deleted)

§ 5.2.4 Allowances included in the GMP are identified in Exhibit G which is attached hereto and incorporated herein.

§ 5.2.5 Assumptions, if any, on which the GMP is based:

See Exhibit D, Clarifications and Exclusions, which is attached hereto and incorporated herein.

§ 5.2.6 The Project Specifications and the Drawings upon which the GMP is based are attached hereto as Exhibits B and C respectively and incorporated herein. Owner and Contractor agree that the Specifications may be modified by the Contractor with the Owner's prior written approval. The GMP does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 5.2.7 A line item breakdown of the GMP, including separate line items for components of the Cost of the Work (including General Conditions direct costs) and the Contractor's Fee (the "GMP Breakdown"), is attached hereto as Exhibit M. Any adjustment to the GMP shall be reflected in a revised GMP Breakdown prepared by the Contractor for the Owner's approval (once approved by the Owner, such revised GMP Breakdown shall be the GMP Breakdown for all purposes of this Agreement). References to the "schedule of values" in the Contract Documents shall refer to the GMP Breakdown (as amended from time to time).

§ 5.2.8 Owner and Contractor agree that the Contractor's contingency which is set forth in the GMP Breakdown is for the benefit of the Project and shall not be used by the Contractor to increase the Contractor's Fee or for Lump Sum General Conditions. Contractor agrees to include in the monthly requisitions that it submits to the Owner and Architect a line-item identifying the amount of the contingency, if any, used by the Contractor during the applicable payment period. Owner and Contractor agree that if Lennar Multifamily BTC Venture GP, LLC is removed as the General Partner of the Joint Venture that the Contractor will obtain approval from the new General Partner for Contractor's contingency that is used on the Project. The new General Partner agrees that its approval of the Contractor's use of its contingency shall not be unreasonably withheld. The new General Partner further agrees that all other terms and conditions of this Agreement shall remain in full force and effect without modification following the

removal of Lennar Multifamily BTC Venture GP, LLC as the General Partner of the Joint Venture.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 Adjustments to the GMP on account of changes in the Work may be determined by any of the methods listed in Article 7 of AIA Document A201-2007, as amended, General Conditions of the Contract for Construction.

§ 6.2 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201-2007, as amended, and the term "costs" as used in Section 7.3.7 of AIA Document A201-2007 shall have the meanings assigned to

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them in AIA Document A201–2007, as amended, and shall not be modified by Articles 5, 7 and 8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3 In calculating adjustments to the GMP, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201–2007, as amended, shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Contractor's Fee as defined in Section 5.1.1 of this Agreement.

(Paragraph deleted)

ARTICLE 7 COSTS TO BE REIMBURSED

§ 7.1 COST OF THE WORK

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in this Article 7.

§ 7.1.2 Where any cost is subject to the Owner's prior approval, the Contractor shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing this Agreement.

§ 7.2 LABOR COSTS

§ 7.2.1 The "Lump Sum General Conditions" as that term is used herein are set forth in Exhibit M. The following are part of the Lump Sum General Conditions. Wages of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 The following are part of the Lump Sum General Conditions. Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site, the construction accountant, contracts manager and/or coordinator and director of construction, environmental, SWPPP, safety and risk managers for the Project working in Contractor's principal or regional offices with the Owner's prior approval.

§ 7.2.3 The following are part of the Lump Sum General Conditions. Wages and salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Contractor for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3 and have been approved in writing by the Owner.

§ 7.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Contractor or paid to any Subcontractor or vendor.

§ 7.3 SUBCONTRACT COSTS

Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts.

§ 7.4

COSTS OF MATERIALS AND EQUIPMENT INCORPORATED IN THE COMPLETED CONSTRUCTION

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

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any shall be returned and subject to restocking fee or

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sold by the Contractor. Any amounts realized from such sales shall inure to the Contractor pending final reconciliation of the Cost of the Work.

§ 7.5 COSTS OF OTHER MATERIALS AND EQUIPMENT, TEMPORARY FACILITIES AND RELATED ITEMS

§ 7.5.1 The following are part of the Lump Sum General Conditions. Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work.

§ 7.5.2 The following are part of the Lump Sum General Conditions. Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Contractor-owned item may not exceed the purchase price of any comparable item. Rates of Contractor-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 7.5.3 The following are part of the Lump Sum General Conditions. Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 7.5.4 The following are part of the Lump Sum General Conditions. Costs for insurance, security, storage, etc. of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior written approval.

(Paragraph deleted)

§ 7.6 MISCELLANEOUS COSTS

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

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

§ 7.6.3 Fees and assessments for permits, licenses and inspections for which the Contractor is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-2007, as amended or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Contractor resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Contractor's Fee or subject to the GMP. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201-2007, as amended or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 7.6.6 Costs for electronic equipment and software, directly related to the Work.

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

(Paragraph deleted)

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§ 7.6.8 Legal, mediation and arbitration costs, and expenses including attorneys' fees and expert witness fees, other than those arising from disputes between the Owner and Contractor, or arising from Contractor or any Subcontractor's errors or omissions, reasonably incurred by the Contractor after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.9 Expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of the Contractor's personnel required for the Work as provided in Exhibit M.

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

§ 7.7 OTHER COSTS AND EMERGENCIES

§ 7.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in writing by the Owner.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201-2007.

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

(Paragraphs deleted)

ARTICLE 8 COSTS NOT TO BE REIMBURSED

§ 8.1 The Cost of the Work shall not include any of the items set forth in this Article 8 or any items expressly excluded under Article 7 above:

- .1 Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Section 7.2 or as may be provided in Article 15;
- .2 Expenses of the Contractor's principal office and offices other than the site office, with the exception of expenses associated with Contractor's personnel identified in Section 7.2 that are working in Contractor's principal or regional offices;
- .3 Overhead and general expenses, except as may be expressly included in Article 7;
- .4 The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;
- .5 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence or failure of the Contractor, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Article 7; and
- .7 Costs, other than costs included in Change Orders approved by the Owner that would cause the GMP to be exceeded.

ARTICLE 9 DISCOUNTS, REBATES AND REFUNDS

§ 9.1 Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if: (1) before making the payment, the Contractor included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates and refunds shall accrue to the Owner.

§ 9.2 Cash Discounts and Rebates that accrue to the Owner in accordance with the provisions of Section 9.1 shall be subject to shared savings calculations.

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ARTICLE 10 SUBCONTRACTS AND OTHER AGREEMENTS

§ 10.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or by other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work. The Contractor shall then determine which bids will be accepted. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

§ 10.2 When a specific bidder (1) is recommended to the Owner by the Contractor; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then a Change Order shall be issued to adjust the GMP by the difference between the bid of the person or entity recommended to the Owner by the Contractor and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

(Paragraph deleted)

§ 10.3 The Owner may request in writing that the Contractor provide the Owner with copies of the Subcontractor bids for purpose of evaluating any of the Subcontractor's which have been proposed to perform any part of the Work. The Contractor shall not contract with a proposed person or entity to which the Owner or Architect has made a reasonable and timely objection. The Contractor shall not be required to contract with anyone who the Contractor has made a reasonable objection, even if recommended by Owner.

If the Owner or Architect has a 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 by the difference, if any, occasioned by such change, and an appropriate adjustment to the GMP and/or Change Order shall be issued before commencement of the substitute Subcontractor's Work.

§ 10.4 Subcontracts and all other agreements shall conform to the all applicable provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. All Subcontracts shall require the Subcontractor to be bound to the Owner in accordance with all of the terms and conditions of the Contract Documents between the Owner and the Contractor. If the Subcontract is awarded on a cost-plus a fee basis following written consent from the Owner, the Contractor shall include in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Contractor in Article 11, below.

ARTICLE 11 ACCOUNTING RECORDS

The Contractor shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Contractor's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Contractor shall preserve these records for a period of three (3) years after final payment, or for such longer period as may be required by law.

ARTICLE 12 PAYMENTS**§ 12.1 PROGRESS PAYMENTS**

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

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§ 12.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month with the exception of Subcontractors who the Owner and Contractor have agreed shall be paid on a bi-weekly basis.

N/A

§ 12.1.3 Provided that an Application for Payment is received by the Owner and Architect not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 20th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Twenty-five (25) days after the Owner and Architect receive the Application for Payment.

§ 12.1.4 With each Application for Payment, the Contractor shall submit payrolls, receipted invoices or invoices with check vouchers attached, Partial Lien and Claim Waivers and Releases for itself and for all Subcontractors in the forms attached hereto as Exhibit J whose Work is included in the Application for Payment covering Work completed through the prior month's Application for Payment and reasonable documentation required by the Owner or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee.

§ 12.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire GMP among the various portions of the Work, except that the Contractor's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule shall be used as a basis for reviewing the Contractor's Applications for Payment.

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

§ 12.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the GMP (excluding Lump Sum General Conditions Costs) properly allocable to completed Work. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2007, as amended;
- .2 Add that portion of the GMP properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add payment on account of the Lump Sum General Conditions costs;
- .4 Add the Contractor's Fee, less retainage of ten percent (10%) until such time as the Project is seventy-five (75%) complete at which time retainage held on the Cost of the Work (Divisions 1 through 17) shall be reduced to five percent (5%) of the amount that is requested in each draw for an overall retainage of eight and three quarters percent (8.75%). Retainage shall not be withheld on Lump Sum General Conditions, Material Purchase Order Agreements, Subcontractor's material purchases that are separately identified on the Subcontractor's Schedule of Values and Professional Services, including, but not limited to, surveyors, material testing and special inspectors. The Contractor's Fee shall be computed based upon the Cost Of The Work at the percentage stated in Section 5.1.1;

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- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Section 12.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007, as amended.

§ 12.1.8 Upon achievement of Substantial Completion of the entire Work comprising the Project, the Owner shall release within thirty (30) days of Substantial Completion, all Retainage to the Contractor, except an amount equal to one hundred fifty percent (150%) of the agreed reasonable value of incomplete, nonconforming or defective Work as identified in the Punch-list. Such retained amount shall not exceed eight and three quarters percent (8.75%) of the Contract Sum, exclusive of Contractor's Fee. The retained amount shall be released to Contractor within thirty (30) days of Final Completion of the Work as defined in Section 9.10 of the accompanying AIA A201-2007, as amended and the Contractor's completion of all Punch-lists.

(Paragraph deleted)

§ 12.1.9 The Contractor agrees to execute such certifications concerning the Work, as Owner's lender or Owner shall reasonably request Contractor to execute. Upon request by Owner, Contractor shall deliver to Owner lien waivers and releases from Contractor, and as applicable, from Subcontractors, its Consultants, contractors, and agents for amounts paid by the Owner to the Contractor. When requested to do so by the Owner, the Contractor shall process documents, and provide other reasonably required drawings, services and certifications, necessary to enable the Owner to obtain financing or insurance for the Project. At the Owner's request, the Contractor shall execute documents required by the Owner's lender whereby the Contractor agrees that in the event of the Owner's default under, or the termination of, any construction loan agreement, the Contractor will complete the Work required by this Agreement under the terms and conditions contained herein provided the lender fulfills all of the obligations of the Owner toward the Contractor as set forth in this Agreement for Work performed by the Contractor, including payment in full to the Contractor for all amounts due from the Owner through the date of default or termination and the receipt by the Contractor of written notification from the lender that it has elected to continue to use the services of the Contractor with respect to the Project.

§ 12.1.10 The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors. All payments to Subcontractors shall be subject to Retainage of ten percent (10%). After the Project is seventy-five percent (75%) complete, the Contractor may, at its discretion, continue to hold ten percent (10%) retainage on subcontractor draws or reduce a subcontractor's retainage to five percent (5%). Retainage shall not be withheld on Subcontractor's direct purchase materials. Subject to the terms and conditions herein, Owner shall release retainage to Subcontractors whose work has been fully completed and approved by the Owner and the Inspector for the Owner's Lender and from whom fully executed Conditional Final Lien and Claim Waivers have been received which shall be followed by Unconditional Final Lien and Claim Waivers after receipt of all Retainage by the Contractor.

§ 12.1.11 In taking action on the Contractor's Applications for Payment, the Owner and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Owner or Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 12.1.4 or other supporting data; that the Owner or Architect has made exhaustive or continuous on-site inspections; or that the Owner or Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 12.2 FINAL PAYMENT

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

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- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, as amended, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work and a final Application for Payment;
- .3 the Contractor has submitted fully executed Final Lien and Claim Waiver and Release forms in accordance with Exhibit J;
- .4 the Contractor has fully complied with all requirements for Final Payment set forth in Section 9.10 of the AIA Document A201-2007 as amended;
- .5 a final Certificate for Payment has been issued by the Architect and approved by the Owner; and
- .6 a Final Certificate of Occupancy, its functional equivalent or permission to occupy has been issued by local authorities; however, if a Final Certificate of Occupancy, its functional equivalent or permission to occupy has not issued, and it is not due to the fault of Contractor or its Subcontractors, and Contractor has otherwise satisfied the requirements for issuance of a Final Certificate of Occupancy, its functional equivalent or permission to occupy then this clause .6 shall be deemed satisfied.

§ 12.2.2 The Owner's auditors will review and report in writing on the Contractor's final accounting within thirty (30) days after delivery of the final accounting to the Architect by the Contractor. Based upon such Cost of the Work as the Owner's auditor's report to be substantiated by the Contractor's final accounting, and provided the other conditions of Section 12.2.1 have been met, the Architect will, within seven (7) days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201-2007, as amended. The time periods stated in this Section.

§ 12.2.2 supersede those stated in Section 9.4.1 of the AIA Document A201-2007, as amended. The Architect is not responsible for verifying the accuracy of the Contractor's final accounting.

§ 12.2.3 Owner shall present to the Contractor for review the Owner's auditor's report for the Cost of the Work as substantiated by the Contractor's final accounting. If the auditor's report is less than the Cost of the Work claimed by the Contractor, the Contractor and the Owner shall meet to resolve any disputed amounts in accordance with the procedures set forth in Article 13 herein. The Contractor shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007, as amended. A request for mediation will be made by the Contractor within sixty (60) days after the Contractor's receipt of a copy of the Architect's final Certificate for Payment. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the amount certified in the Architect's Final Certificate for Payment.

§ 12.2.4 The Owner's final payment to the Contractor shall be made no later than thirty (30) days after satisfaction of the conditions set forth in Section 12.2.1, subject to the provisions of the State Specific Addendum attached hereto as Exhibit A.

(Paragraph deleted)

ARTICLE 13 DISPUTE RESOLUTION

§ 13.1 INITIAL DECISION MAKER

The Owner's Representative shall serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, as amended, unless the parties appoint below another individual, not a party to the Agreement, to serve as Initial Decision Maker.

(Paragraphs deleted)

§ 13.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by

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(Paragraphs deleted)

submission to the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, as amended, the Parties agree to submit the Claim to Mediation in accordance with Section 15.3 of AIA Document A201-2007, as amended and if not resolved by Mediation, then the method of binding dispute resolution shall be:

- ☒ Litigation in a court of competent jurisdiction pursuant to Sections 15.4 of AIA Document A201-2007, as amended.

ARTICLE 14 TERMINATION OR SUSPENSION

§ 14.1 Subject to the provisions of Section 14.2 below, the Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007, as amended. In addition, this Contract may terminate in accordance with the provisions of Section 14.2 of AIA Document A201-2007, as amended effective upon removal of the "Lennar GP" under the Operating Agreement of LMV or the "Lennar GP" is no longer the general partner of LMV for any other reason.

§ 14.2 If the Owner terminates the Contract for cause as provided in Section 14.2 of AIA Document A201-2007, as amended, the amount, if any, to be paid to the Contractor upon Final Completion of the entire Project under Section 14.2.4 of AIA Document A201-2007, as amended, shall not cause the GMP to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor's Fee computed upon the Cost of the Work to the date of termination at the percentage stated in Section 5.1.1; and
- .3 Subtract the aggregate of previous payments made by the Owner.

§ 14.3 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 14.2.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

§ 14.4 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007, as amended; in such case, the GMP and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201-2007, as amended, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Sections 5.1.1 and Section 6.3 of this Agreement.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007, as amended or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 15.2 Payments not in dispute and due and unpaid under the Contract through no fault of the Contractor, its Subcontractors and/or Suppliers, shall bear interest from the date payment is due at the rate stated below.

Six Percent per annum 6%

§ 15.3 The Owner's representatives are:

Chris Cassidy
Division President, Southeast

Init.

LMC
6258 Barfield Road, Suite 300
Atlanta, GA 30328

§ 15.4 The Contractor's representatives are:

Karl Fuller
Senior Vice President
LMC Construction LLC
6258 Barfield Road, Suite 300
Atlanta, GA 30328

Thomas Morgan
Director of Construction
LMC Construction LLC
6258 Barfield Road, Suite 300
Atlanta, GA 30328

§ 15.5 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' written notice to the other party.

§ 15.6 Other Provisions:

§ 15.6.1 *See Exhibit A, Georgia State Addendum.*

§ 15.6.2 If a party to the Contract is required to institute legal proceedings to enforce its rights, or the other party's obligations, in accordance with the provisions of the Contract, and prevails in such legal proceedings in a binding, non-appealable final judgment, then such prevailing party shall be entitled to recover its reasonable attorneys' fees, expert witness fees, fees, expenses and court costs incurred in enforcing such rights and/or obligations. This provision shall survive termination of the Contract.

§ 15.6.3 All matters that relate to the termination or expiration of the Contract, or that in the normal course would not occur or be effectuated until after such termination or expiration, as well as all rights and obligations of the parties pertaining thereto, will survive any termination or expiration of the Contract and will be given full force and effect notwithstanding any termination or expiration of the Contract, but such survival will not operate to extend any applicable statute of limitations.

§ 15.6.4 The Contract consists of negotiated documents, and in the event of any dispute between the parties, the Contract will not be construed against either party.

§15.6.5 The parties agree that, for purposes of this Agreement, the Owner's representative from whom Contractor will take instructions shall be the general partner of LMV; provided, however, upon notice to Contractor from the Asset Management Committee (as defined in the Operating Agreement of LMV), the Contractor shall instead take instructions from the Asset Management Committee."

ARTICLE 16 ENUMERATION OF CONTRACT DOCUMENTS

§ 16.1 The Contract Documents, except for Modifications issued after execution of this Agreement are enumerated in the sections below.

Init.

§ 16.1.1 The Agreement is this executed AIA Document A102–2007, as amended, Standard Form of Agreement Between Owner and Contractor.

§ 16.1.2 The General Conditions are AIA Document A201–2007, as amended, General Conditions of the Contract for Construction.

§ 16.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 16.1.4 The

(Paragraphs deleted)

Specifications, as amended and modified by the Contractor, that are attached hereto as Exhibit B.

(Row deleted)

§ 16.1.5 The Drawings:

Construction Drawing and Document List is attached hereto as Exhibit C and incorporated herein.

Number	Title	Date
--------	-------	------

§ 16.1.6 The Addenda:

Number	Date	Pages
Addenda # 1		18

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 16.

§ 16.1.7 Additional documents forming part of the Contract Documents:

Exhibit A – Georgia State Addendum

Exhibit B - Project Specifications

Exhibit C - Construction Drawing and Documents List

Exhibit D - Clarifications and Exclusions

Exhibit E - Project Schedule

Exhibit F – Not Used

Exhibit G - Allowances/Alternates

Exhibit H - Submittal Matrix

Exhibit I - Schedule of Values

Exhibit J – Georgia Conditional and Unconditional Lien and Claim Waivers and Releases for Progress Payments and Final Payment

Exhibit K - Insurance Coverage and Limits-for Owner, Contractor, Subcontractors and Professional and Design Build Subcontractors

Exhibit L - Contractor's Safety, Loss Prevention and Security Plan

Exhibit M - GMP and General Requirements Breakdown

Exhibit N - Weather Matrix

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ARTICLE 17 INSURANCE

The Contractor shall purchase and maintain insurance in accordance with the requirements and in the types and amounts set forth in Exhibit K which is attached hereto and incorporated herein and Article 11 of AIA Document A201-2007, as amended.

Type of insurance
See Exhibit K

Limit of liability amount (\$0.00)
See Exhibit K

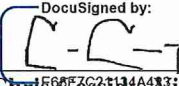
This Agreement entered into as of the day and year first written above.

**LMV THIRTEENTH PIEDMONT
HOLDINGS, LP**

a Delaware limited partnership

By: Lennar Multifamily BTC Venture GP
Subsidiary, LLC, a Delaware limited liability
company, its General Partner

By: Lennar Multifamily BTC Venture
Manager, LLC, a Delaware limited liability
company,
its Manager

By:  DocuSigned by:
7/26/2017
Chris Cassidy, Vice President

LMC CONSTRUCTION, LLC

a Delaware limited liability company

By:  7-27-17
Karl Fuller, Senior Vice President

(Table deleted)(Paragraphs deleted)(Paragraphs deleted)

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General Conditions of the Contract for Construction

for the following PROJECT:

195 Thirteenth Street
Atlanta, GA 30309

THE OWNER:

LMV Thirteenth Piedmont Holdings, LP
201 South Tryon Street
Suite 1000
Charlotte, NC 28202

THE ARCHITECT:

Smallwood, Reynolds, Stewart, Stewart & Associates, Inc.
One Piedmont Center
3565 Piedmont Rd., Suite 303
Atlanta, Ga. 30305

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8	TIME
9	PAYMENTS AND COMPLETION
10	PROTECTION OF PERSONS AND PROPERTY
11	INSURANCE
12	UNCOVERING AND CORRECTION OF WORK
13	MISCELLANEOUS PROVISIONS

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

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General Conditions of the Contract for Construction

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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" or "Contract") and consist of the Agreement, Exhibit A- Georgia State Addendum attached hereto and incorporated herein and all of the remaining Exhibits hereto, 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 requirements. The Contract Documents executed or identified in accordance with Subparagraph 1.5.1 shall prevail in case of an inconsistency with subsequent versions made through manipulable electronic operations involving computers.

§ 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 the Architect or the Architect's consultants, or (3) between any persons or entities other than the Owner and the Contractor.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, 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 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. The Construction Drawing and Documents List is attached as Exhibit C to the AIA Document A102-2007 Agreement, as amended, executed by Owner and Contractor.

§ 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 and certify termination of the Agreement under Section 14.2.2.

§ 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

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one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the event of conflict or discrepancies among the Contract Documents, the priorities of the Contract Documents shall be as follows:

1. Exhibit D (Contractor's Clarifications and Exclusions) to AIA Document A102-2007, as amended
2. Executed Change Orders to the Contract Documents;
3. Exhibit A – Georgia State Addendum;
4. AIA Document A102-2007, Standard Form of Agreement between Owner and Contractor, as amended;
5. AIA Document A201-2007, General Conditions of the Contract for Construction, as amended;
6. All remaining Exhibits to AIA Document A102-2007, Standard Form of Agreement between Owner and Contractor, as amended, with the exception of Exhibit B (Project Specifications, as modified and amended by the Contractor) and Exhibit C (Construction Drawing and Documents List);
7. Addenda, with those of later date having precedence over those of earlier date; and
7. Exhibit B (Project Specifications, as modified and amended by the Contractor) and Exhibit C (Construction Drawing and Documents List) to AIA Document A102-2007, Standard Form of Agreement between Owner and Contractor, as amended.

§ 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 EXECUTION OF CONTRACT DOCUMENTS

§ 1.5.1 The Contract Documents shall be signed by the Owner and Contractor.

(Paragraph deleted)

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

§ 1.6.1 Pursuant to the Owner/Architect Agreement dated June 22, 2017 for the Project (hereinafter the "O/A Agreement") the Owner is the Owner of the Drawings, Specifications and other documents, including those in electronic form prepared by the Architect and the Architect's consultants for the Owner pursuant to the O/A Agreement (hereinafter the "Instruments of Service") for the Project. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment 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 this Project is not to be construed as publication in derogation of the Owner's reserved rights.

§ 1.6.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work.

§ 1.6.3 CONTRACTOR'S USE OF INSTRUMENTS OF SERVICE IN ELECTRONIC FORM.

§ 1.6.3.1 The Architect and Owner shall, at no cost to the Contractor or Owner, furnish to the Contractor its then current versions of Instruments of Service in electronic form for use as background drawings. The Contract

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Documents executed or identified in accordance with Subparagraph 1.2.1 shall prevail in case of an inconsistency with subsequent versions made through manipulable electronic operations involving computers.

§ 1.6.3.2 The Contractor shall not transfer or reuse Instruments of Service in electronic form without the prior written consent of the Owner.

§ 1.7 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

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 ten (10) days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site and the Owner's interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

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

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

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

§ 2.2.5 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 1.6.2.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

§ 2.3.1 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 fails to carry out any material part of the Work in accordance with the Contract Documents, the Owner shall provide the Contractor with written notice specifying the Work which the

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Contractor has failed to perform in accordance with the Contract Documents and requiring the Contractor to commence to remedy such failure within five (5) business days of receipt of the notice and use good faith efforts to complete such remedy with ten (10) business days of receipt of the notice subject to the demands of the nature of the work. If the Contractor fails to remedy its failure to carry out the Work as identified in the Owner's notice, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day (10) period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor 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. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

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 as required by applicable law 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 obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, 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 and Owner any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect and Owner 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 and Owner any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

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§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect or Owner 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 make 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 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, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and 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 written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required 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 to review portions of the 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 authorized by the Architect in accordance with Sections 3.12.8 or 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.

§ 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

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 or Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 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 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.

(Paragraphs deleted)

§ 3.7.4 The Contractor shall notify the Architect and Owner of notes, corrections, additions, etc. that have been marked on, or attached to, the Contract Documents by reviewing governmental agencies.

§ 3.7.5 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 twenty-one (21) days after first observance of the conditions. The Architect shall 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 an equitable adjustment 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 in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5.1 If suspension of the Work is warranted by reason of unforeseen conditions which are not subject to the provisions of Section 3.7.5 above, which may adversely affect the Work if such Work were continued, the Owner may suspend the Work by written notice to the Contractor. In such event, the Contract Time shall be adjusted accordingly, and the GMP shall be adjusted for the additional costs that are incurred by reason of such suspension. If the Contractor in its reasonable judgment believes that a suspension is warranted by reason of unforeseen circumstances which may adversely affect the quality of the Work if the Work were continued, the Contractor shall notify the Owner in writing via email and overnight delivery within five (5) days of Contractor first becoming aware of the unforeseen circumstances giving rise to the grounds for the suspension of the Work. Owner and Contractor shall meet within two (2) days of Owner's receipt of the written notice from the Contractor to resolve the unforeseen conditions that are adversely affecting the quality of the Work. In such event, if the Owner determines in its discretion that the Contract Time and/or the GMP should be adjusted as a result of the unforeseen circumstances that gave rise to the suspension, the Owner shall issue a Change Order for any such extension of time and/or increase in the GMP. If the Contractor disagrees with the Owner's determination regarding the extension of time and/or increase in the GMP, Contractor shall be entitled to file a Claim in accordance with the requirements of Article 15 herein.

§ 3.7.6 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

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

§ 3.7.7 The Contractor shall call for all inspections required by any Governmental Authorities.

§ 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. The approved Allowances are identified in Exhibit G which is attached hereto and incorporated herein.

§ 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 are included 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 PROJECT MANAGER

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner the name and qualifications of a proposed Project Manager. The Owner may reply within 14 days to the Contractor in writing stating (1) whether the Owner has reasonable objection to the proposed Project Manager or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14 day period shall constitute notice of no reasonable objection.

(Paragraph deleted)

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor shall within thirty (30) days after execution of the Contract by the parties prepare and submit for the Owner's review a construction non-cost loaded schedule for the Work with milestone dates and the specific Substantial Completion Dates for both the Phases of the Project and the entire Project in calendar days. Once reviewed and approved by the Owner, this schedule will become the Project Schedule (hereinafter the "Schedule") and will be incorporated into the Contract as Exhibit E. The Schedule shall conform to the Project and the Phased Substantial Completion Dates as required by this Agreement. The Schedule shall reflect the time limits currently stated in the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, on a monthly basis, shall be related to the entire Project, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 Subject to Section 8.3.1 hereof, as time is of the essence for the performance of this Agreement, Contractor is obligated to meet the Schedule (Exhibit E for the Contractor's Project Schedule).

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(a) The Contractor, Architect and/or Owner will meet bi-weekly at the Project, to review the progress of the Work and determine if the Work is on schedule. The Contractor shall prepare monthly updates to the Schedule for the entire Project.

(b) It is understood that modifications to the Project Schedule may be required as a result of changes to the Work. Any such modifications to the Contract Time shall be subject to agreement by the Contractor and Owner and contained in a Change Order to this Agreement signed by both parties.

§ 3.10.3 In accordance with §3.10.1, the Schedule shall set forth milestone dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents and other requirements of the Owner. The Schedule shall contain starting and completion dates for all major activities and Phases of the Work.

§ 3.10.4 In accordance with §3.10.1, the Schedule shall set forth all dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents and other requirements of the Owner. The Schedule shall contain starting and completion dates for activities and Phases of the Work including major Work items by location. The Schedule shall be updated on a monthly basis and shall be reviewed at the construction meetings to be held at the Project Site. The Schedule shall include additional weather days. Material revisions to the Schedule shall not be formally approved by the Owner until submitted as a proposed and approved Change Order. The Contractor shall monitor the progress of the Work relative to the Schedule and promptly advise the Owner in writing of any delays. The Contractor shall submit a monthly Schedule update in a milestone format showing major items of work for the Work.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.11.2 At the completion of the Work, neat, clean, well-drafted and complete record drawings in the form of electronic file shall be prepared and turned over to the Architect for review and correction. After the Architect has accepted the record as-built drawings (after any necessary corrections have been made), the Architect or the Contractor shall forward the same to the Owner as a condition precedent to Final Payment, provided that the Contractor is an affiliate of the Lennar Multifamily BTC Venture GP, LLC. If the Contractor is not an affiliate of the Lennar Multifamily BTC Venture GP, LLC, then the Contractor shall only be responsible for delivering to the Owner scanned redline as-builts as a condition to Final Payment. Such drawings shall also be made available on CD Rom.

§ 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 the way by which 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.

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§ 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 matrix approved by the Architect and 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 requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing 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 not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. 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 cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. 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, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.9, the Architect will review, 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. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

(Paragraphs deleted)

§ 3.13. USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and 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 and patching shall be restored to the condition existing prior to the cutting, fitting and 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 such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's 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 or 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 Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

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

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such 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 the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION – See Exhibit A, Georgia State Addendum.

(Paragraphs deleted)

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 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. The term "Architect" means the Architect or the Architect's authorized representative.

§ 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.

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

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Owner's Representative will provide administration of the Agreement as described in the Contract Documents and shall be the Owner's representative during construction until the date the Architect issues the final Certificate for Payment.

§ 4.2.2 The Architect, as a representative of the Owner, 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

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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, except as provided in Section 3.3.1.

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

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other and the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner. The Contractor will include language in all Subcontracts directing that, in the event of any dispute between the Owner and the Contractor, the Subcontractors are bound by all decisions, directives interpretations, and rulings of the Owner or at the Owner's option, the Architect, to the same extent as the Contractor. Provided however, that the Contractor shall have no obligation to solicit, present and/or pursue any claim on behalf of the Subcontractor.

§ 4.2.5 Based on the Owner's evaluations of the Contractor's Applications for Payment, the Owner and the Architect pursuant to the terms of the O/A Agreement shall review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect will have authority to recommend to the Owner 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 13.5.2 and 13.5.3, whether or not such 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, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect shall 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 Matrix approved by the Architect with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not 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, unless otherwise specifically stated by the Architect, 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 Contractor shall prepare such Change Orders as it believes are warranted, for submission to the Architect and Owner. The Architect and Owner, and may authorize 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 and Owner, as the case may warrant, will conduct inspections to determine the dates of each Substantial Completion and Final Completion of each Phase of the Project; issue Certificates of Substantial

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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 duties, responsibilities and limitations of authority of such project representatives shall be forth as an exhibit to be incorporated in the Contract Documents.

§ 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 the time limits agreed upon by Owner and Contractor.

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

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

§ 4.2.14 The Architect shall review and respond to requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon by the Owner and Contractor. If appropriate; the Architect shall 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 subcontractors of a separate contractor. All portions of the Work that the Contractor's organization does not perform shall be performed under subcontracts or by other appropriate agreement with the Contractor. All subcontracts shall incorporate all of the terms, conditions and requirements of the Contract Documents.

§ 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 or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect or Owner may reply within seven (7) days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Owner or the Architect requires additional time for review. Failure of the Owner to reply within the seven (7)-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 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 the Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or the Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time

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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.

(Paragraph deleted)

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

§ 5.3 SUBCONTRACTUAL RELATIONS

§ 5.3.1 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, which the Contractor, by these Contract Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. 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. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.2 Each subcontract shall be assignable to and by Owner in the event of the termination of the Contract for Contractor's default or exercise of the Owner's rights under Subparagraph 5.4. Subcontracts shall provide for retainage to be withheld by the Contractor in accordance with Section 12.1.10 of the AIA A102 executed between the Owner and Contractor for the Project. Subcontracts also shall include this Document and DIVISION 1 Sections of the Specifications in their entirety.

§ 5.3.3 Contractor shall, upon written request from the Owner, furnish to the Owner copies of all executed Subcontractor agreements.

§ 5.3.4 Any part of the Work performed for the Contractor by a Subcontractor shall be pursuant to a written Subcontract between the Contractor and such Subcontractor. Every Subcontract shall include the following provisions which shall be agreed to by each Subcontractor:

- .1 require that such Work be performed in accordance with the requirements of the Contract Documents;
- .2 require the Subcontractor to carry and maintain liability insurance at least equal to the limits of insurance set forth in Article 11 with respect to the type of work the Subcontractor will be performing;
- .3 require the Subcontractor to furnish such certificates and waivers of liens and claims as provided in Section 12.1.4 of the accompanying AIA A102-2007, as amended that may be requested prior to receiving any payments for Work performed, including waivers of liens and claims of mechanics lien rights to the extent permitted by law. The liens and claim waivers and releases that shall be executed by all Subcontractors and Sub-subcontractors are attached as Exhibit J to the AIA A102-2007, as amended, executed by the Owner and Contractor; and
- .4 include the following language: "Subcontractor binds itself to Contractor and Owner and is obligated to Contractor and Owner in the same manner and to the same extent that Contractor is bound and obligated to Owner under this Agreement. All rights which Owner and/or Lender may exercise and enforce against Contractor may be exercised and enforced by Owner and/or Lender against Subcontractor. In the event of any dispute between the Owner and/or Lender, and Contractor, Subcontractor shall be bound by all decisions, directives, interpretations and rulings of the Owner, Lender or the Architect, at Owner's option, including Owner's termination or suspension of Contractor once the Contractor receives notice of such decisions, directives, interpretations, rulings, suspension and/or termination.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

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

(Paragraph deleted)

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

§ 5.4.3 Upon such 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 Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 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.

§ 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, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Articles 3, 6, 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 report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

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

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§ 6.2.4 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.

§ 6.2.5 Because the construction at the Project site may be performed by separate contractors, the Owner reserves the right to enter into separate contracts with contractors other than the Contractor. 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 and coordinate its Work with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 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 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.

§ 7.1.1.1 Unless otherwise agreed to in writing by the Owner, any adjustments to the Schedule resulting from changes to the Contract Documents shall be agreed upon at the time of approval of each change request. Requests for changes to the Contract made by the Contractor will simultaneously include, if applicable, any request for change of the Schedule.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner and the Contractor; 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 Owner or Architect.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. Notwithstanding anything contained in the Contract Documents to the contrary, a change in the GMP or the Schedule shall be accomplished only by Change Order or Construction Change Directive.

§ 7.1.4 If the Contractor believes a change in the Work has been directed for which an adjustment in the GMP or Schedule is due, and there is not a written directive for such change signed by the Owner, then the Contractor shall, give written notice to the Owner and Architect prior to proceeding with any of the Work involved in the change (except for emergency conditions endangering life or property, as provided in Paragraph 10.4 of these General Conditions). The written notice shall identify (i) the scope and nature of the change in the Work and (ii) the impact the change will have upon the GMP or Schedule. In the notice, the Contractor shall provide and identify cost impacts and the extent of additional time to perform sought for adjustment to the GMP and Schedule by reason of the change. In the alternative, Contractor shall use its best efforts to provide maximum estimates of the costs and additional time required as a result of the change.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Contractor 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.

§ 7.2.2 Methods used in determining adjustments to the GMP may include those listed in Section 7.3.3.

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§ 7.2.3 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work which is the subject of the Change Order, including but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Guaranteed Maximum Price and the Contract Time. In the event a Change Order increases the Guaranteed Maximum Price, Contractor shall include the Work covered by such Change Orders in Application for Payment as if such Work were originally part of the Contract Documents. The Schedule of Values shall be modified accordingly for Work covered by Change Orders.

§ 7.2.4 The Owner shall provide the Contractor with written direction regarding any Change Orders that involve Emergency Claims, including those relating to life safety issues prior to the Owner and Contractor reaching an agreement on all terms and conditions relating to the Change Order, including those relating to the Scope of Work, schedule and pricing.

§ 7.2.5 Time being of the essence in the performance of this Contract, any Work which is the subject of a change to this Contract shall be proceeded with upon receipt by the Contractor of a Change Order or Construction Change Directive signed by the Owner. Proceeding with such Work by the Contractor will not be delayed in the event of dispute between the Owner and the Contractor on the method of evaluating the change or on the amount of any adjustment to the GMP or Schedule. Notwithstanding the foregoing, the Owner shall compensate the Contractor in accordance with the payment provisions in the Contract.

§ 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. No Change Order or Construction Change Directive shall be effective or binding on the Owner unless it is executed on behalf of the Owner or by one of the Owner's representatives identified in Subparagraph 2.1.1.

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 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.

§ 7.3.6 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.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and 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 equal to five percent (5%) for Contractor's Fee. In such case, and also under Article 11 of the AIA A102-2007, as amended the Contractor shall keep and present, in such form as the Owner or 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 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .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 insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 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 has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected when a written order has been signed by the Owner, and shall be binding on the Owner and Contractor.

§ 7.5 AGREED OVERHEAD AND PROFIT RATES

§ 7.5.1 For changes in the Work which result in an increase in the cost of the Work, the Contractor agrees to accept as compensation for overhead and profit/fee for the Contractor, and any Subcontractor, a percentage amount of the cost, which shall not exceed the following:

§ 7.5.1.1 For additional Work performed by the Contractor's own forces, the Contractor's markup shall be five percent (5%) of such cost.

§ 7.5.1.2 For additional Work performed by Subcontractors, the Contractor's markup shall be five percent (5%) of such cost.

§ 7.5.1.3 For additional Work performed by Subcontractors, the mark-up Subcontractors of all tiers collectively shall not exceed fifteen percent (15%) of such cost.

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§ 7.5.2 For changes in the Work which result in a reduction in the cost of the Work, the Contractor shall comply with such Change Order and the amount of the deductive Change Order shall be the cost for purposes of mark-up. Deductive Change Orders shall not include a reduction in Contractor's Fee.

§ 7.5.3 When both additions and credits are involved in any one change, the mark-up shall be figured on the basis of the net increase in the cost of the Work, if any.

§ 7.5.4 If the Contractor believes that it is entitled to additional payment, or to an extension of time, for performing Work ordered to be done pursuant to Subparagraph 7.3.1, it shall so notify the Owner as provided in Article 7.1.4 herein before performing such Work or any Claim for additional time or costs will be considered waived.

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 dates of Substantial Completion for the Phases and overall Project are provided in this Agreement and are the dates 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, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 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 an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and/or litigation or by other causes that the Architect determines justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect shall determine, with the exception of any delay caused by the Contractor or its Subcontractors.

§ 8.3.2 All claims relating to time shall be made in accordance with applicable provisions of Article 15. In the case of a continuing delay only one Claim to the Owner is necessary. Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work. A copy of any Claim for extension of the Contract Time shall be delivered to the Owner.

§ 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

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.

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§ 9.2 SCHEDULE OF VALUES

§9.2.1. The Preliminary Schedule of Values is attached as Exhibit I to the AIA A102, as amended, executed by Owner and Contractor. Where the Contract is based on a GMP, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work. This schedule shall be used as a basis for reviewing the Contractor's Applications for Payment. With the prior approval of Owner, the Contractor shall have the authority to adjust such Schedule of Values from time to time on the basis of modifications of subcontracts and allocations of estimates to actual costs. Owner and Contractor shall share in savings achieved as provided in Subparagraph 5.2.2 of the Agreement, as amended. See Article 12.1.5 of the Agreement for additional requirements regarding the Schedule of Values.

§ 9.2.2 The Schedule of Values shall be prepared in such a manner that each item of Work and each subcontracted item of Work is shown as a single line item on AIA Documents G702/G703, Application and Certificate for Payment and Continuation Sheet.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least seven (7) 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, for completed portions of the Work. Such application shall be notarized, if required, and supported by such documentation necessary to substantiate the Contractor's payment.

§ 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 Owner, but not yet included in Change Orders.

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

(Paragraphs deleted)

§ 9.3.1.3 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.

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

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within five (5) days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part 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 comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of

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subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

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

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers 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 Architect will reflect such payment on the next Certificate 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 ten (10) 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 the same 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 material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within fourteen (14) days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor

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

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

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

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and 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, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall 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 timely paid the Contractor in full for all amounts due in accordance with the terms of this Agreement, the Contractor agrees in accordance with applicable laws, to provide the necessary bond, adequate security for or cause to be removed from the Project any lien that has been filed against the Project.

§ 9.7 FAILURE OF PAYMENT

§9.7.1 If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within five (5) days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within five (5) 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 three (3) additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's costs of shut-down, 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, and a temporary Certificate of Occupancy or its functional equivalent has been issued.

§ 9.8.2 When the Contractor considers that the Work, or a portion or Phase 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 shall 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 a Phase thereof is Substantially Complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall 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.

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§ 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 such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof in accordance with the terms of the Agreement and applicable law. Such payment of retainage shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents or necessary to protect the interests of the Owner, Contractor and/or Project.

§ 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 in accordance with the requirements of Exhibit K 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 agreed in writing to the responsibilities assigned to each of them for payments, retainage, security, maintenance, heat, utilities, damage to the Work, insurance, 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. 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 by 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 written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the 's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of 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 and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial 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) warranty documentation and maintenance manuals, (5) as-builts record drawings in accordance with Section 3.11.2 and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, 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. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including 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

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Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

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

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material 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

(Paragraphs deleted)

§ 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 or the Contractor's Subcontractors or Sub-subcontractors; 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 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 owners and users of adjacent sites and utilities.

§ 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, except damage or loss 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.

(Paragraph deleted)

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§ 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 Project Manager 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.

(Paragraphs deleted)

§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, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding twenty-one (21) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. 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 report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written 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 such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has 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 has 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 in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up, which adjustments shall be accomplished as provided in Article 7.

§ 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 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 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 indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance 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 indemnify 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. The Contractor shall notify the Owner and the Architect of such emergency as promptly as is practicable under the circumstances.

ARTICLE 11 INSURANCE

§ 11.1 OWNER AND CONTRACTOR'S INSURANCE REQUIREMENTS

§ 11.1.1 The

(Paragraphs deleted)

Owner and Contractor shall purchase and maintain insurance in accordance with the requirements of Exhibit K which is attached hereto and incorporated in full herein.

(Paragraphs deleted)

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, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

§ 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 each Phase of the Work and the date of Substantial Completion of the entire Project or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to each Phase of the Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that Phase 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, whether completed or partially completed, of the Owner or separate contractors 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 AND APPLICABLE LAW

The substantive laws of the jurisdiction in which the Project is located shall govern the formation, performance, construction, and enforcement of this Agreement, notwithstanding that it may have been executed elsewhere and without concern for choice of law principles. The Owner and the Contractor acknowledge and agree that this Agreement in its final form is the result of the combined efforts of the Parties and, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing such provision in favor of or against either Party hereto by reason of their contribution to the drafting of this Contract. If a Court of competent jurisdiction determines that any portion, word, clause, phrase, sentence or paragraph of this Agreement be declared void and/or unenforceable, such portion, word, clause, phrase, sentence or paragraph shall be considered stricken from this Agreement, the validity of the remaining parts, terms and/or provision shall not be affected thereby, and the void and/or enforceable part, term or provision shall not be part of this Agreement.

§ 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. The Contractor shall not assign the Contract as a whole or in part without written consent of the Owner. The Owner subject to Subparagraph 13.2.2, may without consent of Contractor collaterally assign the Contract in part or in whole to either (i) an institutional lender providing construction financing for the Project, in accordance with Section 13.2.2 below or (ii) any entity of which Owner or any of Owner's constituent direct or indirect owners is a direct or indirect owner, provided such assignee assumes all of the Owner's obligations under the Agreement from and after the effective date of such assignment and cures all defaults by the Owner prior to any such assignment or assumption. No assignment and/or assumption under this provision shall be effective until the Owner delivers to the Contractor a copy of any such assignment and/or assumption under this provision within five (5) business days after the effective date thereof.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project. In such event and in accordance with such financing, the lender may assume the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment. Owner shall be entitled, without the consent of the Contractor, to assign the Agreement to (or its designee), Owner or any entity of which Owner's members is a member, provided such assignee assumes Owner's obligations under the Agreement from and after the effective date of such assignment and cures all defaults by the Owner prior to any such assignment and/or assumption. No assignment and/or assumption under this provision shall be effective until the Owner delivers to the Contractor a copy of any such assignment

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and/or assumption under this provision within five (5) business days after the effective date thereof. Notwithstanding the foregoing, Owner's rights to assign the Agreement under Sections 13.2.1 and 13.2.2 herein to an entity other than an institutional lender shall be contingent upon Owner first providing Contractor with written evidence satisfactory to the Contractor that such assignee has made financial arrangements to fulfill and fully comply with all of the Owner's obligations under the Contract. Any assignee under an assignment which complies with the foregoing sentence shall constitute the Owner hereunder for purposes of future assignments.

§ 13.3 WRITTEN NOTICE- See also Exhibit A, Georgia State Addendum

All notices given under the Contract Documents shall be in writing and shall be deemed properly served (1) if delivered in person to the individual to whom it is addressed; (2) two (2) business days after deposit in the United States mail, if sent postage prepaid by United States return receipt requested; and (3) one (1) business day after deposit in an overnight express courier service. All notices shall be sent to the persons and addresses as follows:

(i) if to Owner:

Name: Chris Cassidy
 Title: Division President, Southeast
 Address: LMC
 6285 Barfield Road, Suite 300
 Atlanta, GA 30328
 Phone: 678. 298. 4072
 Facsimile: N/A
 Email: chris.cassidy@livelmc.com

(ii) if to the Contractor:

Name: Karl Fuller
 Title: Senior Vice President
 Address: LMC Construction LLC
 6285 Barfield Road, Suite 300
 Atlanta, GA 30328
 Phone: 678.298.4077
 Facsimile: 678.298.4076
 Email: karl.fuller@livelmc.com

And to

Name: Thomas Morgan
 Title: Director of Construction
 Address: LMC Construction LLC
 6285 Barfield Road, Suite 300
 Atlanta, GA 30328
 Phone: 678.278.3428
 Facsimile: 678.298.4076
 Email: thomas.morgan@livelmc.com

(which shall not constitute Notice)

Name: Joseph M. Sullivan, Esq.
 Address: The Law Offices of Joseph M. Sullivan, P.C.
 8100 Boone Boulevard
 Suite 630
 Vienna, Virginia 22182
 Phone: 703.277.3390
 Facsimile: 703.277.3392

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Email: jsullivan@jmsplaw.com

Or to such other address or addressee as any party entitled to receive notice hereunder shall designate to all other parties in the manner provided herein for the service of notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Except as expressly provided in the Contract Documents, 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.

§ 13.4.2 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 there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by Applicable Laws. 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. The Contractor shall give the Architect and the Owner timely notice of when and where tests and inspections are to be made so that the Architect and Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 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 13.5.1, 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 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 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.

§ 13.5.4 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.

§ 13.5.5 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.

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

§ 13.6

(Paragraphs deleted)

GENERAL PROVISIONS

§ 13.6.1 All personal pronouns used in this Contract, whether used in the masculine, feminine or neuter gender, shall include all other genders; and the singular shall include the plural and vice versa. Titles of Articles, Paragraphs and Subparagraphs are for convenience only, and neither limit nor amplify the provisions of this Contract. The use herein of the word "including," when following any general statement, term or matters, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as "without limitation," or "but not

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limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other terms or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter.

§ 13.6.2 This Contract is the joint product of the parties hereto. Each party hereto acknowledges and agrees that it enters into this Contract voluntarily, with advice of counsel, and that each party hereto and their respective counsel have had opportunity to revise and have revised the language of this contract by negotiation and bargaining, at "arm's length." Consequently, in the construction and/or enforcement of this Contract, or any of its terms, the participation of any party in the drafting of this Contract shall not be construed, in any way, against such party.

§ 13.6.3 Each signatory hereto represents that it has the authority to execute this Contract on behalf of the respective named party.

§ 13.7 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate provided in Section 15.2 of the Agreement.

§ 13.8 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law in the State where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for thirty (30) consecutive days or a total of sixty (60) calendar days during the construction of the Project, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, 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; or
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped; or
- .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.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than One Hundred (100) percent of the total number of days scheduled for completion, or One Hundred Twenty (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 (7) days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination and damages.

§ 14.1.4 If the Work is stopped for a period of a total of thirty (30) consecutive days or a total of forty five (45) days during the construction of the Project, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written

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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

(Paragraphs deleted)

§ 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 repeatedly fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, 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, ten (10) days' written 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 completed and finally accepted.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor to the extent of Work properly performed and unpaid. 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 as described in 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.

(Paragraphs deleted)

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, extension of 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. Claims must be initiated by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by Contractor, including claims submitted by the Contractor on behalf of any Subcontractor, Sub-subcontractor and/or supplier must be initiated within thirty (30) days after the event giving rise to such Claim, provided, however, that the claimant shall use its good faith efforts to furnish the Architect, the Owner and the other party, as expeditiously as possible, and shall cooperate with the Architect and Owner in any effort to mitigate the alleged or potential damages, delay or other adverse consequences arising out of the condition which is the cause of such a Claim. Claims must be initiated by written notice to the Architect and the Owner. If a Claim is reserved, the Resolution of Claims and Disputes procedures described in Paragraph 15.2 shall not commence until a written notice from the Contractor is received by the Owner.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

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. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

§ 15.1.4.1 Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the GMP, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.4.2 If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect or Owner, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with this Article 15.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, for a delay that is not due solely to the fault of Contractor or its Subcontractors, written notice as provided herein 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.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions had an adverse effect on the scheduled construction days for which delays are claimed.

§ 15.1.5.3 Injury or Damage to Person or Property. If either party to the Contract 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, written notice of such injury or damage, whether or not insured, shall be given to the other party and all agencies having jurisdiction over the Project in accordance with the time periods set forth in the applicable OSHA Regulations and the Owner's Internal Safety Policies and Regulations, with the shortest time period controlling the initial notification required under this Section.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

§ 15.1.6.1 The Contractor and Owner, except to the extent covered by Contractor's insurance, waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

- .1 except to the extent covered by Contractor's insurance, 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 executed.

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

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, and the Owner's obligations under the insurance requirements in Exhibit K, shall be referred to the Initial Decision Maker for initial decision. The Owner's Representative shall 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 arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such 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 subject to mediation and litigation as provided herein.

§ 15.2.6 Either party may file for mediation of an initial decision at any time.

(Paragraph deleted)

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

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

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be submitted to private, non-binding facilitative mediation before a mutually agreeable mediator as a condition precedent to litigation pursuant to §15.4 herein.

(Paragraph deleted)

§ 15.3.2 All parties to the mediation shall promptly provide all other parties to the mediation with copies of the essential documentation relevant to the support or defense of the claims/matters being mediated.

§ 15.3.3 The parties shall not be required to mediate for a period of more than ninety one (91) calendar days from the date of submission of the claims/matter to mediation unless otherwise agreed to in writing by the parties. The parties shall share equally the mediator's fee, administrative costs and any filing fees. However, each party shall be responsible for expenses otherwise incurred. The mediation shall be held at a mutually agreeable location where the Project is located or Charlotte, North Carolina. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.3.4 In the event that a statute of limitation would run during the required mediation period, any party may institute litigation so as to avoid the running of such statute upon the condition that such party immediately stays such litigation pending the conclusion of the mediation period.

§ 15.3.5 During the course of mediation, any party to the mediation may apply for injunctive relief from any court of competent jurisdiction until the mediation period expires or the dispute is otherwise resolved.

§ 15.3.6 All claims, disputes or other matters relating to this Agreement that are not resolved through mediation shall be submitted to litigation in accordance with Section 15.4.

§ 15.4 LITIGATION

§ 15.4.1 All claims, disputes or other matters relating to this Contract that are not resolved through mediation shall be submitted to litigation in the State courts located in the jurisdiction in which the Project is located, except that any final judgment may be enforced in other jurisdictions in any manner provided by law.

§ 15.4.1.1 The choice of jurisdiction and venue described in §15.4.1 shall be mandatory and not permissive in nature, thereby precluding the possibility of litigation or trial in any jurisdiction or venue other than specified herein. The parties expressly waive any right to assert the doctrine of forum *non-conveniens* or to object to venue.

§ 15.4.2 If either Owner or Contractor makes a claim or brings an action against the other party related to the enforcement or interpretation of this Agreement, the party who prevails, in whole or in part, shall be entitled to recover its attorneys fee, expert fees, expense and costs from the other party.

(Paragraphs deleted)

§ 15.5 In performing its obligations under this Agreement, the Contractor shall be deemed an independent contractor and not an agent or employee of the Owner.

(Paragraph deleted)

195 THIRTEENTH STREET PROJECT

Exhibit A- Georgia State Addendum to AIA Document A102-2007, as amended, Standard Form of Agreement Between Owner and Contractor and AIA A201-2007, as amended, General Conditions of the Contract for Construction

AIA Document A102- 2007

§ 15.6.1 The Contract will be construed and interpreted according to the substantive laws of the State of Georgia, without regard to the conflict of laws provisions thereof. The parties agree that any proceeding shall be filed in the venue where the Project is located, to which the parties consent as to personal jurisdiction.

AIA Document A201- 2007

§ 3.18 INDEMNIFICATION

§ 3.18.1 CONTRACTOR, TO THE PROPORTIONAL EXTENT OF ITS LIABILITY, SHALL INDEMNIFY, HOLD HARMLESS, DEFEND AND PROTECT, THE OWNER, (INSERT NAME OF OWNERSHIP ENTITY), AND THEIR AGENTS AND EMPLOYEES ("INDEMNIFIED PARTIES") FROM AND AGAINST ANY CLAIMS, DAMAGES, LOSSES, LIABILITIES, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO ATTORNEYS' FEES AND CONSULTANT COSTS, ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE WORK PROVIDED THAT ANY SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS (A) ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING LOSS OF USE RESULTING THEREFROM; AND/OR (B) IS, OR IS ALLEGED TO, RESULT FROM WORK PERFORMED UNDER THIS CONTRACT. CONTRACTOR SHALL NOT BE REQUIRED TO INDEMNIFY, HOLD HARMLESS, DEFEND OR PROTECT THE OWNER OR ANY OF THE INDEMNIFIED PARTIES FOR THEIR SOLE NEGLIGENCE.

IN ANY AND ALL CLAIMS AGAINST THE INDEMNIFIED PARTIES BY ANY EMPLOYEE OF CONTRACTOR, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY CONTRACTOR, OR ANYONE FOR WHOSE ACTS CONTRACTOR MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER THIS SECTION SHALL NOT BE LIMITED IN ANY WAY BY ANY AMOUNT LIMITATIONS OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR CONTRACTOR UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

THE OBLIGATIONS OF CONTRACTOR UNDER THIS INDEMNITY SHALL NOT EXTEND TO LIABILITY OF ARCHITECT, ITS AGENTS, OR EMPLOYEES, ARISING OUT OF: (1) PREPARATION OR APPROVAL OF MAPS, DRAWINGS, OPINIONS, REPORTS, SURVEYS, CHANGE ORDERS, DESIGNS, OR SPECIFICATIONS; OR (2) GIVING OF OR FAILURE TO GIVE DIRECTIONS OR INSTRUCTIONS BY ARCHITECT, ITS AGENTS, OR EMPLOYEES, PROVIDED SUCH GIVING OR FAILURE TO GIVE IS THE PRIMARY CAUSE OF THE INJURY OR DAMAGE.

NOTWITHSTANDING ANY OTHER PROVISIONS HEREIN, IN ADDITION TO THE PROTECTIONS PROVIDED FOR THE CONTRACTOR IN THE CONTRACT DOCUMENTS INCLUDING, BUT NOT LIMITED TO PARAGRAPHS 10.3 AND 10.4 OF THE AIA A201-2007, AS AMENDED, OWNER AGREES TO RELEASE, INDEMNIFY, DEFEND AND HOLD CONTRACTOR HARMLESS, AND ITS PRINCIPALS, EMPLOYEES, AGENTS AND ASSIGNS, FROM ANY

LIABILITY UNDER APPLICABLE ENVIRONMENTAL OR OTHER LAWS, INCURRED BY CONTRACTOR WITH RESPECT TO HAZARDOUS MATERIALS FOUND ON THE PROJECT. THE PROVISIONS CONTAINED IN THIS SECTION 3.18 SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT, THE FINAL COMPLETION OF THE WORK, AND ANY OTHER SERVICES TO BE PROVIDED PURSUANT TO THE AGREEMENT.

THE INDEMNITIES AGREED TO HEREIN ARE TO BE CONSTRUED IN COMPLIANCE WITH THE APPLICABLE LAW. IF ANY ONE OR MORE SECTIONS, CLAUSES, SENTENCES OR PARTS OF THIS IDEMNITY PROVISION SHALL FOR ANY REASON BE QUESTIONED AND ADJUDGED INVALID, SUCH JUDGMENT SHALL NOT AFFECT, IMPAIR OR INVALIDATE THE REMAINING PROVISIONS OF THE IDEMNITY PROVISION, BUT SHALL BE CONFINED IN ITS OPERATIONS TO THE SPECIFIC PROVISIONS SO HELD INVALID, AND INAPPLICABILITY OR INVALIDITY OF ANY SUCH SECTION, CLAUSE, PROVISION OR PART SHALL NOT BE TAKEN TO AFFECT OR PREJUDICE IN ANY WAY THE REMAINING PART OR PARTS OF THIS IDEMNITY PROVISION.

Exhibit B PROJECT MANUAL for 195 13th STREET ATLANTA, GEORGIA

PROJECT					
Spec No	Title	Date	Remarks	Revision	Remarks
00 01 10	Table of Contents	5/10/2017	GMP Set		
	Division 00 - Procurement and Contracting Requirements	5/10/2017	GMP Set		
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STREET CONSTRUCTION
DRAWING and DOCUMENT
LIST
May 16, 2017

Geotechnical Engineering Report for 13th Street Development dated January 17, 2017 as prepared by Terracon Consultants, Inc. (Terracon Project # 49165152)

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A6-20	Typical Roof Details	5/10/2017	GMP Set		
A6-21	Loading Dock & Pool Terrace Details	5/10/2017	GMP Set		
A6-22	Elevator Hoistway Roof Details	5/10/2017	GMP Set		
A6-23	Window Wall Details	5/10/2017	GMP Set		
A6-24	Window Wall Details	5/10/2017	GMP Set		
A6-25	Trash Chute Details	5/10/2017	GMP Set		
A6-30	Grill # 1 Details	5/10/2017	GMP Set		
A6-31	Grill # 2 Details	5/10/2017	GMP Set		
A6-32	Fireplace Details	5/10/2017	GMP Set		

A6-33	Level 8 Courtyard Feature Wall	5/10/2017	GMP Set		
A6-34	Cabana Details	5/10/2017	GMP Set		
A6-40	Balcony Details	5/10/2017	GMP Set		
A6-41	Balcony Details	5/10/2017	GMP Set		
A7-00	Schedules / Details	5/10/2017	GMP Set		
A7-10	Door Head Details	5/10/2017	GMP Set		
A7-11	Door Jamb Details	5/10/2017	GMP Set		
A7-12	Sill Details	5/10/2017	GMP Set		
A8-01	Reflected Ceiling Details	5/10/2017	GMP Set		
A8-07	Level 07 - Reflected Ceiling Plan	5/10/2017	GMP Set		
A8-25	Level 25 - Reflected Ceiling Plan	5/10/2017	GMP Set		
A9-00	Finish Schedule	5/10/2017	GMP Set		
A9-02	Finish Plan - Level 26	5/10/2017	GMP Set		
A9-03	Finish Plan - Level 26	5/10/2017	GMP Set		
	Interior Drawings				
Sheet No.	Title	Date	Remarks	Revision Date	Remarks
GN.1	Cover	5/10/2017	GMP Set		
GN.2	Notes and Symbols	5/10/2017	GMP Set		
ID.100A	Level 01 - Architectural and Key Plan "A"	5/10/2017	GMP Set		
ID.100B	Level 01 - Architectural and Key Plan "B"	5/10/2017	GMP Set		
ID.100C	Level 01 - Architectural and Key Plan "C"	5/10/2017	GMP Set		
ID.101A	Level 26 - Architectural and Key Plan "A"	5/10/2017	GMP Set		
ID.101B	Level 26 - Architectural and Key Plan "B"	5/10/2017	GMP Set		
ID.102	Level B1 - Architectural and Key Plan	5/10/2017	GMP Set		
ID.200A	Level 01 - Reflected Ceiling Plan "A"	5/10/2017	GMP Set		
ID.200B	Level 01 - Reflected Ceiling Plan "B"	5/10/2017	GMP Set		
ID.200C	Level 01 - Reflected Ceiling Plan "C"	5/10/2017	GMP Set		
ID.201A	Level 26 - Reflected Ceiling Plan "A"	5/10/2017	GMP Set		
ID.201B	Level 26 - Reflected Ceiling Plan "B"	5/10/2017	GMP Set		
ID.202	Level B1 - Reflected Ceiling Plan	5/10/2017	GMP Set		
ID.300A	Level 01 - Electrical Additions Plan "A"	5/10/2017	GMP Set		
ID.300B	Level 01 - Electrical Additions Plan "B"	5/10/2017	GMP Set		
ID.300C	Level 01 - Electrical Additions Plan "C"	5/10/2017	GMP Set		
ID.301A	Level 26 - Electrical Additions Plan "A"	5/10/2017	GMP Set		
ID.301B	Level 26 - Electrical Additions Plan "B"	5/10/2017	GMP Set		
ID.302	Level B1 - Electrical Additions Plan	5/10/2017	GMP Set		
ID.400A	Level 01 - Floor Covering Plan "A"	5/10/2017	GMP Set		
ID.400B	Level 01 - Floor Covering Plan "B"	5/10/2017	GMP Set		
ID.400C	Level 01 - Floor Covering Plan "C"	5/10/2017	GMP Set		
ID.401A	Level 26 - Floor Covering Plan "A"	5/10/2017	GMP Set		
ID.401B	Level 26 - Floor Covering Plan "B"	5/10/2017	GMP Set		
ID.402	Level B1 - Floor Covering Plan	5/10/2017	GMP Set		
ID.500A	Level 01 - Furniture and Fixtures Plan "A"	5/10/2017	GMP Set		
ID.500B	Level 01 - Furniture and Fixtures Plan "B"	5/10/2017	GMP Set		
ID.500C	Level 01 - Furniture and Fixtures Plan "C"	5/10/2017	GMP Set		
ID.501A	Level 26 - Furniture and Fixtures Plan "A"	5/10/2017	GMP Set		
ID.501B	Level 26 - Furniture and Fixtures Plan "B"	5/10/2017	GMP Set		
ID.501C	Level 26 - Furniture and Fixtures Plan "C"	5/10/2017	GMP Set		
ID.501D	Level 26 - Furniture and Fixtures Plan "D"	5/10/2017	GMP Set		
ID.600	Interior Elevations & Details	5/10/2017	GMP Set		
ID.601	Interior Elevations & Details	5/10/2017	GMP Set		
ID.602	Interior Elevations & Details	5/10/2017	GMP Set		
ID.603	Interior Elevations & Details	5/10/2017	GMP Set		
ID.604	Interior Elevations & Details	5/10/2017	GMP Set		
ID.605	Interior Elevations & Details	5/10/2017	GMP Set		
ID.606	Interior Elevations & Details	5/10/2017	GMP Set		
ID.607	Interior Elevations & Details	5/10/2017	GMP Set		
ID.608	Interior Elevations & Details	5/10/2017	GMP Set		
ID.609	Interior Elevations & Details	5/10/2017	GMP Set		
ID.610	Interior Elevations & Details	5/10/2017	GMP Set		
ID.611	Interior Elevations & Details	5/10/2017	GMP Set		
ID.612	Interior Elevations & Details	5/10/2017	GMP Set		
ID.613	Interior Elevations & Details	5/10/2017	GMP Set		
ID.614	Interior Elevations & Details	5/10/2017	GMP Set		
ID.615	Interior Elevations & Details	5/10/2017	GMP Set		
ID.616	Interior Elevations & Details	5/10/2017	GMP Set		

ID.617	Interior Elevations & Details	5/10/2017	GMP Set		
ID.618	Interior Elevations & Details	5/10/2017	GMP Set		
ID.619	Interior Elevations & Details	5/10/2017	GMP Set		
ID.620	Interior Elevations & Details	5/10/2017	GMP Set		
ID.621	Interior Elevations & Details	5/10/2017	GMP Set		
ID.622	Interior Elevations & Details	5/10/2017	GMP Set		
ID.623	Interior Elevations & Details	5/10/2017	GMP Set		
ID.624	Interior Elevations & Details	5/10/2017	GMP Set		
ID.625	Interior Elevations & Details	5/10/2017	GMP Set		
ID.626	Interior Elevations & Details	5/10/2017	GMP Set		
ID.627	Interior Elevations & Details	5/10/2017	GMP Set		
ID.628	Interior Elevations & Details	5/10/2017	GMP Set		
FS.1	Moulding Profiles	5/10/2017	GMP Set		
FS.2	Finish Schedules	5/10/2017	GMP Set		
FS.3	Finish Schedules	5/10/2017	GMP Set		
FS.4	Finish Schedules	5/10/2017	GMP Set		
FS.5	Finish Schedules	5/10/2017	GMP Set		
FS.6	Finish Schedules	5/10/2017	GMP Set		
FS.7	Finish Schedules	5/10/2017	GMP Set		
DRAWING SCHEDULE - VOLUME TWO					
Sheet No.	Title	Date	Remarks	Revision Date	Remarks
T0-00V2	Cover Sheet	5/10/2017	GMP Set		
T0-01	Drawing List	5/10/2017	GMP Set		
	Structural Drawings				
Sheet No.	Title	Date	Remarks	Revision Date	Remarks
S0-00	Cover	5/10/2017	GMP Set		
S0-01	Structural Notes	5/10/2017	GMP Set		
S0-02	Structural Notes	5/10/2017	GMP Set		
S1-0B1	Parking Level B1 Foundation Plan	5/10/2017	GMP Set		
S1-0B1A	Parking Level B1A Foundation Plan	5/10/2017	GMP Set		
S1-01.0	Lobby Level Framing Plan	5/10/2017	GMP Set		
S1-01.0P	Lobby Level PT Reinforcement Plan	5/10/2017	GMP Set		
S1-01.0R	Lobby Level Reinforcement Plan	5/10/2017	GMP Set		
S1-01.5	Mezzanine Level Framing Plan	5/10/2017	GMP Set		
S1-01.5P	Mezzanine Level PT Reinforcement Plan	5/10/2017	GMP Set		
S1-01.5R	Mezzanine Level Reinforcement Plan	5/10/2017	GMP Set		
S1-02	Level 02 Framing Plan	5/10/2017	GMP Set		
S1-02P	Level 02 PT Reinforcement Plan	5/10/2017	GMP Set		
S1-02R	Level 02 Reinforcement Plan	5/10/2017	GMP Set		
S1-03	Level 03-06 Framing Plan	5/10/2017	GMP Set		
S1-03P	Level 03-06 PT Reinforcement Plan	5/10/2017	GMP Set		
S1-03R	Level 03-06 Reinforcement Plan	5/10/2017	GMP Set		
S1-07	Level 07 Framing Plan	5/10/2017	GMP Set		
S1-07P	Level 07 PT Reinforcement Plan	5/10/2017	GMP Set		
S1-07R	Level 07 Reinforcement Plan	5/10/2017	GMP Set		
S1-08	Level 08 Framing Plan	5/10/2017	GMP Set		
S1-08P	Level 08 PT Reinforcement Plan	5/10/2017	GMP Set		
S1-08R	Level 08 Reinforcement Plan	5/10/2017	GMP Set		
S1-09	Level 09 Framing Plan	5/10/2017	GMP Set		
S1-09A	Level 09 Vaulted Ceiling Roof Framing Plan	5/10/2017	GMP Set		
S1-09P	Level 09 PT Reinforcement Plan	5/10/2017	GMP Set		
S1-09R	Level 09 Reinforcement Plan	5/10/2017	GMP Set		
S1-10	Level 10, 11, 13, 14, 16, 17, 19, 20, 22, and 23 Framing Plan	5/10/2017	GMP Set		
S1-10P	Level 10, 11, 13, 14, 16, 17, 19, 20, 22, and 23 PT Reinforcement Plan	5/10/2017	GMP Set		
S1-10R	Level 10, 11, 13, 14, 16, 17, 19, 20, 22, and 23 Reinforcement Plan	5/10/2017	GMP Set		
S1-12	Level 12, 15, 18, 21, and 24 Framing Plan	5/10/2017	GMP Set		
S1-12P	Level 12, 15, 18, 21, and 24 PT Reinforcement Plan	5/10/2017	GMP Set		
S1-12R	Level 12, 15, 18, 21, and 24 Reinforcement Plan	5/10/2017	GMP Set		
S1-25	Level 25 Framing Plan	5/10/2017	GMP Set		
S1-25P	Level 25 PT Reinforcement Plan	5/10/2017	GMP Set		
S1-25R	Level 26 Reinforcement Plan	5/10/2017	GMP Set		
S1-26	Level 26 Framing Plan	5/10/2017	GMP Set		
S1-27	Lower Roof Framing Plan	5/10/2017	GMP Set		
S1-28	Upper Roof Framing Plan	5/10/2017	GMP Set		

S2-01	Typical Foundation Sections and Details	5/10/2017	GMP Set		
S2-02	Typical Foundation Sections and Details	5/10/2017	GMP Set		
S2-03	Typical Foundation Sections and Details	5/10/2017	GMP Set		
S2-11	Typical Foundation Sections and Details	5/10/2017	GMP Set		
S2-12	Foundation Details	5/10/2017	GMP Set		
S2-13	Foundation Details	5/10/2017	GMP Set		
S2-21	Foundation Sections and Details	5/10/2017	GMP Set		
S2-22	Foundation Sections and Details	5/10/2017	GMP Set		
S2-23	Foundation Sections and Details	5/10/2017	GMP Set		
S3-01	Typical Framing Sections and Details	5/10/2017	GMP Set		
S3-02	Typical Framing Sections and Details	5/10/2017	GMP Set		
S3-11	Typical Framing Sections and Details	5/10/2017	GMP Set		
S3-12	Typical Framing Sections and Details	5/10/2017	GMP Set		
S3-13	Typical Framing Sections and Details	5/10/2017	GMP Set		
S3-21	Typical Framing Sections and Details	5/10/2017	GMP Set		
S3-22	Typical Framing Sections and Details	5/10/2017	GMP Set		
S3-31	Typical Framing Sections and Details	5/10/2017	GMP Set		
S3-41	Typical Framing Sections and Details	5/10/2017	GMP Set		
S3-51	Framing Sections and Details	5/10/2017	GMP Set		
S3-52	Parking Barrier Cable Sections and Details	5/10/2017	GMP Set		
S3-53	Framing Sections and Details	5/10/2017	GMP Set		
S3-54	Framing Sections and Details	5/10/2017	GMP Set		
S3-55	Framing Sections and Details	5/10/2017	GMP Set		
S4-01	Concrete Column Details	5/10/2017	GMP Set		
S4-02	Column Elevations	5/10/2017	GMP Set		
S4-03	Column Elevations	5/10/2017	GMP Set		
S4-04	Column Elevations	5/10/2017	GMP Set		
S4-05	Column Elevations	5/10/2017	GMP Set		
S4-06	Column Elevations	5/10/2017	GMP Set		
S4-07	Column Elevations	5/10/2017	GMP Set		
S4-08	Column Elevations	5/10/2017	GMP Set		
S4-09	Column Elevations	5/10/2017	GMP Set		
S4-10	Column Elevations	5/10/2017	GMP Set		
S4-11	Column Elevations	5/10/2017	GMP Set		
S4-12	Column Elevations	5/10/2017	GMP Set		
S4-13	Column Elevations	5/10/2017	GMP Set		
S4-14	Column Elevations	5/10/2017	GMP Set		
S5-01	Shear Wall Details	5/10/2017	GMP Set		
S5-02	Shear Wall Elevations	5/10/2017	GMP Set		
S5-03	Shear Wall Elevations	5/10/2017	GMP Set		
S5-04	Shear Wall Elevations	5/10/2017	GMP Set		
S5-05	Shear Wall Elevations	5/10/2017	GMP Set		
S5-06	Shear Wall Elevations	5/10/2017	GMP Set		
S5-07	Shear Wall Elevations	5/10/2017	GMP Set		
S5-08	Shear Wall Elevations	5/10/2017	GMP Set		
S5-09	Shear Wall Elevations	5/10/2017	GMP Set		
S5-11	Outrigger Elevations	5/10/2017	GMP Set		
S5-12	Outrigger Elevations	5/10/2017	GMP Set		
S5-13	Outrigger Elevations	5/10/2017	GMP Set		
S6-01	Concrete Beam Details	5/10/2017	GMP Set		
S6-02	Concrete Beam Details	5/10/2017	GMP Set		
S6-03	Concrete Beam Schedule	5/10/2017	GMP Set		
S6-04	Concrete Beam Schedule	5/10/2017	GMP Set		
S7-01	PT Beam Sections and Details	5/10/2017	GMP Set		
S7-02	PT Beam Schedule	5/10/2017	GMP Set		
	Mechanical Drawings				
Sheet No.	Title	Date	Remarks	Revision Date	Remarks
M0-01	Mechanical General	5/10/2017	GMP Set		
M1-01	Mechanical Schedules	5/10/2017	GMP Set		
M1-02	Mechanical Schedules	5/10/2017	GMP Set		
M1-03	Mechanical Schedules	5/10/2017	GMP Set		
M1-04	Mechanical Code Compliance	5/10/2017	GMP Set		
M2-0B1	Level B1 Mechanical Work Plan	5/10/2017	GMP Set		
M2-01	Lobby Level Mechanical Work Plan	5/10/2017	GMP Set		
M2-01M	Mezzanine Level Mechanical Work Plan	5/10/2017	GMP Set		
M2-02	Level 2 Mechanical Work Plan	5/10/2017	GMP Set		

E3-07	Unit Plans C2A - C2B	5/10/2017	GMP Set		
E3-08	Unit Plans C3A - C3C	5/10/2017	GMP Set		
E3-09	Unit Plans C3D - C3D-1	5/10/2017	GMP Set		
E3-10	Unit Plans S1 - S1 (Type A)	5/10/2017	GMP Set		
E4-01	Electrical Riser Diagram - Part I	5/10/2017	GMP Set		
E4-02	Electrical Riser Diagram - Part II	5/10/2017	GMP Set		
E4-03	Emergency Riser Diagram	5/10/2017	GMP Set		
E4-04	Mechanical Connection Schedule	5/10/2017	GMP Set		
E5-01	Electrical Panel Schedules	5/10/2017	GMP Set		
E5-02	Electrical Panel Schedules	5/10/2017	GMP Set		
E5-03	Electrical Panel Schedules	5/10/2017	GMP Set		
E5-04	Electrical Panel Schedules	5/10/2017	GMP Set		
E5-05	Electrical Panel Schedules	5/10/2017	GMP Set		
E5-06	Electrical Panel Schedules	5/10/2017	GMP Set		
E5-07	Electrical Panel Schedules	5/10/2017	GMP Set		
E5-08	Electrical Panel Schedules	5/10/2017	GMP Set		
E6-01	Electrical Details	5/10/2017	GMP Set		
E6-02	Electrical Details	5/10/2017	GMP Set		
E6-03	Electrical Details	5/10/2017	GMP Set		
	Technology Drawings				
Sheet No.	Title	Date	Remarks	Revision Date	Remarks
T2.01	Technology Floor Plan - Level B1	5/10/2017	GMP Set		
T2.02	Technology Floor Plan - Level 01	5/10/2017	GMP Set		
T2.03	Technology Floor Plan - Level 01.5	5/10/2017	GMP Set		
T2.04	Technology Floor Plan - Level 2	5/10/2017	GMP Set		
T2.05	Technology Floor Plan - Level 03 - 06	5/10/2017	GMP Set		
T2.06	Technology Floor Plan - Level 7	5/10/2017	GMP Set		
T2.07	Technology Floor Plan - Level 8	5/10/2017	GMP Set		
T2.08	Technology Floor Plan - Level 9	5/10/2017	GMP Set		
T2.09	Technology Floor Plan - Level 10 - 24	5/10/2017	GMP Set		
T2.10	Technology Floor Plan - Level 25	5/10/2017	GMP Set		
T2.11	Technology Floor Plan - Level 26	5/10/2017	GMP Set		
T3.01	Technology Schedule & Details	5/10/2017	GMP Set		
	Plumbing Drawings				
Sheet No.	Title	Date	Remarks	Revision Date	Remarks
P0-00	Plumbing General	5/10/2017	GMP Set		
P0-01	Plumbing Schedules	5/10/2017	GMP Set		
P1-0B1	Level B1 Parking Sanitary Plan	5/10/2017	GMP Set		
P1-01	Lobby Level Sanitary Plan	5/10/2017	GMP Set		
P1-01M	Mezzanine Level Sanitary Plan	5/10/2017	GMP Set		
P1-02	Level 02 Sanitary Plan	5/10/2017	GMP Set		
P1-03	Level 03 - 06 Sanitary Plan	5/10/2017	GMP Set		
P1-07	Level 07 Sanitary Plan	5/10/2017	GMP Set		
P1-08	Level 08 Sanitary Plan	5/10/2017	GMP Set		
P1-09	Level 09 Sanitary Plan	5/10/2017	GMP Set		
P1-10	Level 10 - 24 Sanitary Plan	5/10/2017	GMP Set		
P1-25	Level 25 Penthouse Sanitary Plan	5/10/2017	GMP Set		
P1-26	Level 26 Amenity Deck Plumbing Plan	5/10/2017	GMP Set		
P1-29	Level 29 EMR Sanitary Plan	5/10/2017	GMP Set		
P2-0B1	Level B1 Parking Supply Plan	5/10/2017	GMP Set		
P2-01	Lobby Level Supply Plan	5/10/2017	GMP Set		
P2-01M	Mezzanine Level Supply Plan	5/10/2017	GMP Set		
P2-02	Level 02 Supply Plan	5/10/2017	GMP Set		
P2-03	Level 03 - 06 Supply Plan	5/10/2017	GMP Set		
P2-07	Level 07 Supply Plan	5/10/2017	GMP Set		
P2-08	Level 08 Supply Plan	5/10/2017	GMP Set		
P2-09	Level 09 Supply Plan	5/10/2017	GMP Set		
P2-10	Level 10 - 24 Supply Plan	5/10/2017	GMP Set		
P2-25	Level 25 Supply Plan	5/10/2017	GMP Set		
P2-26	Level 26 Supply Plan	5/10/2017	GMP Set		
P4-01	Enlarged Unit Plans	5/10/2017	GMP Set		
P4-02	Enlarged Unit Plans	5/10/2017	GMP Set		
P4-03	Enlarged Unit Plans	5/10/2017	GMP Set		
P4-04	Enlarged Unit Plans	5/10/2017	GMP Set		

M2-03	Level 3-6 Mechanical Work Plan	5/10/2017	GMP Set		
M2-07	Level 7 Mechanical Work Plan	5/10/2017	GMP Set		
M2-08	Level 8 Mechanical Work Plan	5/10/2017	GMP Set		
M2-09	Level 9 Mechanical Work Plan	5/10/2017	GMP Set		
M2-10	Level 10-24 Typical Floor Mechanical Work Plan	5/10/2017	GMP Set		
M2-25	Level 25 Mechanical Work Plan	5/10/2017	GMP Set		
M2-26	Level 26 Mechanical Work Plan	5/10/2017	GMP Set		
M2-27	Roof Mechanical Work Plan	5/10/2017	GMP Set		
M3-0B1	Level B1 Mechanical Piping Plan	5/10/2017	GMP Set		
M3-01	Lobby Level Mechanical Piping Plan	5/10/2017	GMP Set		
M3-01M	Mezzanine Level Mechanical Piping Plan	5/10/2017	GMP Set		
M3-02	Level 2 Mechanical Piping Plan	5/10/2017	GMP Set		
M3-03	Level 3-6 Mechanical Piping Plan	5/10/2017	GMP Set		
M3-07	Level 7 Mechanical Piping Plan	5/10/2017	GMP Set		
M3-08	Level 8 Mechanical Piping Plan	5/10/2017	GMP Set		
M3-09	Level 9 Mechanical Piping Plan	5/10/2017	GMP Set		
M3-10	Level 10-24 Typical Floor Mechanical Piping Plan	5/10/2017	GMP Set		
M3-25	Level 25 Mechanical Piping Plan	5/10/2017	GMP Set		
M4-01	Enlarged Unit Mechanical Plans	5/10/2017	GMP Set		
M4-02	Enlarged Unit Mechanical Plans	5/10/2017	GMP Set		
M4-03	Enlarged Unit Mechanical Plans	5/10/2017	GMP Set		
M4-04	Enlarged Unit Mechanical Plans	5/10/2017	GMP Set		
M4-05	Enlarged Unit Mechanical Plans	5/10/2017	GMP Set		
M4-06	Enlarged Unit Mechanical Plans	5/10/2017	GMP Set		
M4-07	Enlarged Unit Mechanical Plans	5/10/2017	GMP Set		
M4-08	Enlarged Unit Mechanical Plans	5/10/2017	GMP Set		
M4-09	Enlarged Unit Mechanical Plans	5/10/2017	GMP Set		
M5-01	Mechanical Risers	5/10/2017	GMP Set		
M5-02	Mechanical Risers	5/10/2017	GMP Set		
M5-03	Mechanical Risers	5/10/2017	GMP Set		
M6-01	Mechanical Details	5/10/2017	GMP Set		
M6-02	Mechanical Details	5/10/2017	GMP Set		
M6-03	Mechanical Details	5/10/2017	GMP Set		
	Electrical Drawings				
Sheet No.	Title	Date	Remarks	Revision Date	Remarks
E0-00	Electrical General	5/10/2017	GMP Set		
E0-01	Site Plan - Electrical	5/10/2017	GMP Set		
E1-0B1	Level B1 Floor Plan - Electrical	5/10/2017	GMP Set		
E1-01	Lobby Level Floor Plan - Electrical	5/10/2017	GMP Set		
E1-01M	Mezzanine Floor Plan - Electrical	5/10/2017	GMP Set		
E1-02	Level 02 Floor Plan - Electrical	5/10/2017	GMP Set		
E1-03	Level 03-06 (Typical) Floor Plan - Electrical	5/10/2017	GMP Set		
E1-07	Level 07 Floor Plan - Electrical	5/10/2017	GMP Set		
E1-08	Level 08 Floor Plan - Electrical	5/10/2017	GMP Set		
E1-09	Level 09 Floor Plan - Electrical	5/10/2017	GMP Set		
E1-10	Level 10-24 (Typical) Floor Plan - Electrical	5/10/2017	GMP Set		
E1-25	Level 25 Floor Plan - Electrical	5/10/2017	GMP Set		
E1-26	Level 26 Floor Plan - Electrical	5/10/2017	GMP Set		
E1-27	Roof Plan - Electrical	5/10/2017	GMP Set		
E2-0B1	Level B1 Floor Plan - Lighting	5/10/2017	GMP Set		
E2-01	Lobby Level Floor Plan - Lighting	5/10/2017	GMP Set		
E2-01M	Mezzanine Floor Plan - Lighting	5/10/2017	GMP Set		
E2-02	Level 02 Floor Plan - Lighting	5/10/2017	GMP Set		
E2-03	Level 03-06 (Typical) Floor Plan - Lighting	5/10/2017	GMP Set		
E2-07	Level 07 Floor Plan - Lighting	5/10/2017	GMP Set		
E2-08	Level 08 Floor Plan - Lighting	5/10/2017	GMP Set		
E2-09	Level 09 Floor Plan - Lighting	5/10/2017	GMP Set		
E2-10	Level 10-24 (Typical) Floor Plan - Lighting	5/10/2017	GMP Set		
E2-25	Level 25 Floor Plan - Lighting	5/10/2017	GMP Set		
E2-26	Level 26 Floor Plan - Lighting	5/10/2017	GMP Set		
E3-01	Unit Plans A1A - A1B	5/10/2017	GMP Set		
E3-02	Unit Plans A2A - A2B	5/10/2017	GMP Set		
E3-03	Unit Plans A3A - A3C	5/10/2017	GMP Set		
E3-04	Unit Plans A3C (Type A) - A3D-1	5/10/2017	GMP Set		
E3-05	Unit Plans C1A - C1A-1	5/10/2017	GMP Set		
E3-06	Unit Plans C1B - C1B (Type A)	5/10/2017	GMP Set		

[illegible]

195 13th Street
ATLANTA, GA
Scope Clarifications
EXHIBIT D
Level #3.1 Budget
7/14/2017

DIVISION 01 GENERAL CONDITIONS

01-7999 General Requirements

1. 244,272 NRSF, (542,772 Overall GSF), 310 Apartments, Leasing/Fitness and Amenity based on documents listed in exhibit C.
2. 399 parking spaces located within parking deck based on the documents listed in Exhibit C
3. 24 month construction schedule, first turns at month 18.5. Schedule is based on a 5 day workweek.
4. Extended General Condition [REDACTED]
 - a. Pricing based on drawing log (Exhibit C) SRSS&A CD Set dated May 10, 2017
5. The Owner will issue the 100% Construction Documents "Issued for Construction" within 30 days of signing the GMP contract.
6. Sidewalk and lane closures during construction along 13th street is included.
7. The cost of the most stringent interpretation of the specifications is not included. However the specifications are a part of the contract documents and will be modified during the submittal and approval process.
8. General Requirements will be fixed. No retention will be held on General Conditions.
9. Warranty period to start upon acceptance by Owner
10. Subcontractor Insurance Limits are figured as follows:
 - a. Low Risk Subcontractors: \$1M accrued, \$2M aggregate
 - b. High Risk Subcontractors: \$2M accrued, \$3M aggregate, \$3M umbrella
 - c. Professional Liability for Design-Build Subcontractors: \$1M accrued, \$5m aggregate
11. We have included a 2% Construction Contingency above the line and is included in total cost
12. In the event a discrepancy appears within the accepted contract documents the general contractor assumes the ability to continue work based on the materials & means and methods that was the basis of their initial assumption of scope of work if those assumptions are defined in the contract documents otherwise work will not continue until clarifications, corrective drawings or Owner Directive is received. If a discrepancy between the contract documents is discovered, the Contractor will issue a written request for information to the Owner and Designer giving the appropriate time to respond prior to stopping work.
13. The Contractor shall hold at least bi-weekly Owner, Architect and Contractor meetings on site to review the general progress, RFIs, Submittals, Schedule, Utilities, Owner provided contractors and other agreed upon agenda items. Contractor shall document the OAC meeting with meeting notes to all attendees within 3 days of the meeting.
14. Contractor shall issue weekly progress updates including photos to the Owners Representative by each Friday once site work begins.
15. In the event the critical path of an individual phase, or floor is delayed due to weather or weather related delay, the contractor shall communicate delays during OAC meetings and minutes and in monthly reports. Contractor shall document weather delays and activities that were affected in the daily reports. Contractor shall receive a day for day time extension for any inclement weather day that is not included in the contract schedule. The contract schedule has included 45 total days of weather delays. The Weather Matrix (exhibit N) shows the number of weather days that are included in the schedule for each month. The Weather Matrix will keep a running total of the number of weather days lost at the end of each month and then deduct that total from the total cumulative number of weather days allowed through the current month of the project. Phase 1 includes the following:
 - a. Leasing Office,
 - b. Lobby,
 - c. Mail Room,
 - d. 21 units located on floors 2,3 and 4, –
 - e. All site work, hardscape and Landscape work on the 13th St. elevation..
 - f. Parking spaces on Levels 1, 2, 3 and 4..
 - g. The Dog Park and landscaping at the rear and sides of the building.
 - h. The balance of the parking deck will be maintained in a neat and orderly fashion from this point until final completion.
 - i. Contractor reserves the right to store and stage materials in the deck on un-turned levels and will be allowed to use the Mezzanine level of the parking deck until the end of the project.

- j. It is understood that construction vehicles will be allowed to pass through turned levels of the parking deck until the end of the project as needed.
 - k. There will be no parking of any vehicles on turned floors unless permission is granted in advance by Property Management/owner.
16. Phase 2 is described as the 14 units located on floors 5 and 6, as well as parking levels 5 and 6.
 17. Phase 3 is described as the 7 units on level 7 and the parking on level 7.
 18. Phase 4 is described as the 19 units on level 8, and the courtyard amenity areas on level 8.
 19. Phases 5 (level 9) through phase 20(level24) are described as 15 units per floor.
 20. Phase 21 is described as the 9 units on level 25.
 21. During the period of time between the turn of Phase I and the project substantial completion, Stair #1 will be designated as the "resident" stair and construction personnel will be prohibited from using this stair unless it is to perform work in the stairwell. Stair 2 will be designated as the "Construction" stair. Residents will be encouraged to use Stair 2 only in the event of an emergency. The final painting and punch out of the stairwells will be done after all of the Phases have been turned.
 22. During the period of time between the turn of Phase I and the substantial completion, the service elevator shall be reserved for use by the Contractor Monday – Thursday 7:00 AM – 7:00 PM and Friday 7:00 AM – 4- PM. The Contractor shall have use of the elevator on Saturdays when not being used by residents for moving in. Sundays will be exclusively for resident use unless requested by Contractor in advance. The Loading dock area shall be shared in a similar manner as the Service Elevator. Exceptions to the above can be made with advance notice and agreement between Contractor and Owner and Property Management. Property Management to provide a move in schedule.
 23. This budget assumes that the overhead utilities will be removed by others prior to starting work..
 24. Cost associated with lane, sidewalk closures or access easements has been included at \$70,000 allowance, this does not include police officers.
 25. Crane air rights to be secured by others. It is the Owners understanding that the Contractor will not need air rights for this project. In the event that air rights are needed. The contractor must notify Owner with enough time for Owner to secure the air rights requested.
 26. The owner will purchase the Building and Land Disturbance permits and pay for all City Impact Fees.
 - a. Owner will provide and pay for the following permits:
 - i. City of Atlanta Land Disturbance Permit
 - ii. City of Atlanta Building Permit
 - iii. City of Atlanta Watershed Department Permits / Tap Fees
 - iv. City of Atlanta to provide the main water meters
 - v. City of Atlanta Sewer Tap Fees
 - vi. Any Development Impact Fees
 - vii. Plan review and Associated Fees
 27. The GMP shall include all other required subcontractor permits and fees necessary to complete the project under the main permits listed above.
 28. The GMP includes any fees necessary to fully receive the Certificate of Occupancy or Temporary Certificate of Occupancy. This does not include owner paid fees such as impact fees.
 29. The General Contractor is responsible for all construction document reproduction required for their use and subcontractor use. Initial drawings (6 sets to city and 2 sets to job trailer) and plan changes (6 sets to city and 2 to job trailer) are provided by owner or architect.
 30. Owner is responsible for plan reproduction and transmission of documents to owner provided contractors and services.
 31. Inspections and monitoring services is included as required by the governing authorities. SWPPP to be prepared and submitted by GC.
 32. Contractor to provide color boards and small mockups as needed for exterior materials selected during submittal process.
 33. The GMP does not include individual unit power costs after the date of the Temporary Certificate of Occupancy, or acceptance of the unit by the Owner, whichever is later. The following shall apply as it relates to power costs at turn over:
 - a. All power meters will be set up in the owner entity name.

- b. All power bills will be mailed to the GC for payment by the GC until turn over.
 - c. At the unit acceptance, the GC shall read each unit power meter and record the reading on the unit sign off form.
 - d. Prorated bills can either be done by meter reading or by days of the billing cycle.
 - e. At the project phase acceptance, all house meters shall be read and recorded on the acceptance form.
 - f. Once a phase has been completely and accepted by the owner, the GC shall prepare an invoice to the owner or Management Company with a prorated amount due to the GC.
 - g. At the phase acceptance, all billing addresses for meters located in that phase shall be changed to the main property address for payment by owner.
34. The GMP does not include individual unit water/sewer costs after the date of Temporary Certificate of Occupancy, or acceptance of the unit by the Owner, whichever is later. The following shall apply as it relates to water/sewer costs at turn over:
- a. Water/sewer service shall be set up in the owner entity name.
 - b. All water/sewer bills shall be mailed to the GC for payment by the GC until project completion.
 - c. A master water meter will be installed for the property.
 - d. Owner will sub-meter each unit to allow for proration by contractor while processing all water/sewer consumption cost used by tenants at the project completion and close out of each phase.
35. The GMP shall include temporary barricading and screening required to separate the construction areas from the owner accepted areas.
36. Storage of Materials. Contractor to supply and store materials per the JV and bank agreement. Deposits Required - It is understood that certain subcontractors and material suppliers will require a deposit on material. Below is a list of current assumptions. These may or may not be required depending on final negotiations with the subcontractors. Deposits shall not exceed the total of \$1,625,000. Deposits for individual items will likely vary once negotiated and is to be paid in advance by application process.
- a. Quartz - 75% of material cost - Estimated at \$300,000
 - b. Cabinets - 40% of material cost - \$250,000
 - c. Millwork - 30% of material cost - \$150,000
 - d. LVT Flooring - 20% of material cost - \$50,000
 - e. Brick and concrete pavers - 50% of material cost - \$50,000
 - f. Benches, , Bike Racks, Cabanas and Grills - 50% of material cost - \$25,000
 - g. Elevator Deposit- 40% at time of award- Estimated at \$800,000
37. The project office / trailer shall be located at a mutually agreed upon location. It's understood the contractor may move into a mutually agreed upon apartment unit in the latter stages of the project.
38. Not less than monthly, the Contractor shall submit to the Owner a full updated schedule. The schedule shall be submitted in hard copy, a .pdf via email. The contract schedule shall be prepared with the help of a scheduling consultant and will be in a graphical chart format.
39. GMP includes a warranty for all labor, material and workmanship for a 1 yr period of substantial completion of each phase. All material and equipment shall include manufacturer's standard warranty as specified in product data and specifications. No special warranties have been included.
40. LEED certification and/ or any other building certification program and compliance is not included
41. Energy Calculations is not included.
42. All "or equal" shall mean "Owner Approved Equal".

EXCLUSIONS

- 1. Builders Risk Insurance. A 25,000.00 Deductible is included for contractor elected claims.
- 2. General Liability Insurance
- 3. After hour security personnel or requirements of insurer
- 4. Material Testing 3rd party and special inspections
- 5. , Easements or Police Supervision
- 6. Union Scale or Prevailing Wages
- 7. Temporary heat, air & winter conditions. Cold weather concrete is included.

8. Tariffs and import taxes of any kind beyond current tariffs and import taxes.
9. Port closures or delays
10. Security during off hours
11. MOT plans or engineered traffic control plan
12. Utility provider fees
13. Drawing review fees from fire marshal, dept. of insurance, etc.
14. Cost associated for a Payment/Performance Bond
15. Design fees
16. Abatement of Asbestos and/or other hazardous demolition and removal are excluded from this budget
17. Field Testing & Inspection Services are assumed to be the responsibility of the owner
18. Negative pressure testing of any kind of the exterior envelope.
19. Flood testing
20. Materials that impact STC & IIC ratings that do not have a minimum of three approved manufacturers

DIVISION 02 EXISTING CONDITIONS

01-2100 Surveys

1. We have included all Site Development surveying as required for site grading and utility layout
2. Building layout is included for vertical construction
3. As-Built Surveys will be provided at the conclusion of the project per the lender requirements and to minimum ALTA standards,
4. Included in the GMP is all cost associated with repairing adjacent property that results from any site work or construction activity.

EXCLUSIONS

1. Unsuitable soils, rock, or unforeseen underground conditions. See division 31.
2. ALTA Survey title work. Onsite survey by engineer is included.
3. Sinkhole remediation

02-2600 Hazardous Materials Assessment

EXCLUSIONS

1. We have not included any Asbestos removal at existing buildings
2. Removal of contaminated soils
3. Removal of underground storage tanks or other structures
4. Soil Radon Mitigation

02-4100 Demolition

1. Demolition of existing paving and hardscapes are included
2. We have included underground utility demolition for main sewer and water tie ins at the existing building
3. Underground abandoned utility pipe.

EXCLUSIONS

1. Building demolition
2. Removal or handling of Hazardous Materials

DIVISION 03 CONCRETE

03-3000 Cast-In-Place Concrete

1. Rubbed concrete finish at Level 1 planters, level 8 planters, level 26 planters, exposed soffit at level 26, interior side of perimeter knee wall at level 26.
2. Crane pad is to be removed, deep foundations will remain in place. Removal and or portion to remain in place such that it can be incorporated into the 13th Street planters is at the contractor's convenience. The portion that is outside the property line will be removed in its entirety.
3. Topping slabs assumed per sheets: A1-01.S, A1-02.S, A1-08.S, A1-09.S, A1-26.S which occur on floors 2, 8, 9 and 26 only.
4. Exposed areas are class B finish. Unexposed areas are class C finish.

EXCLUSIONS

1. Topping slab over foam fill at level 26 per note near column line C per Sheet S1-26, extent of scope is not clear. Waterproofing and sloped to drain is included to match adjacent area.

DIVISION 4 GENERAL

04-2000 UNIT MASONRY

1. Includes all CMU walls per plans

EXCLUSIONS

1. Masonry insulated fill at the mechanical room wall; scope is not clear.

04-2200 STONE VENEER

1. The cast stone veneer is priced using products by Hambrick Cast Stone Services in lieu of RockCast.

EXCLUSIONS**DIVISION 5 METALS****05-1200 STRUCTURAL STEEL**

1. We have included structural steel as currently designed

EXCLUSIONS

1. Design of the elevator machine beams shall be by elevator supplier.

05-5000 METAL FABRICATION

1. We have included elevator steel package and guide rails
2. Garage miscellaneous metal package is included as indicated
3. Loading dock misc. metals package is included as indicated
4. Barrier cables at ramps as required
5. Misc. Site Metals are included

EXCLUSIONS

1. We have not included a dock leveler as none are shown
2. Metal Decking for Type A Unit Balcony

05-5100 METAL STAIRS

1. Metal stairs and guardrails are included as prefabricated stair systems from American Stair ILO pan filled stairs as drawn.
2. We have included the cabana stair with precast treads as indicated.

EXCLUSIONS

1. We have not included abrasive stair nosings at interior stair towers

05-5200 METAL RAILINGS

1. We have include all aluminum vertical picket rails and panel rails as required.
2. We have include all Glass Handrails at Lobby level steps and patio.
3. Glass Divider panels are included as indicated on drawings
4. Glass Wind Screen at Level 26
5. Glass Handrails are included at cabana and cabana stair
6. All Railings are based on the following performance spec:
 - a. Picket Railings – All welded system using 2 5/8" x 1 1/2" aluminum cap, 2" x 2" x .125 aluminum posts, 2" x 1" aluminum mid-rail, 2" x 1" x .090 aluminum channel and Pickets at 3/4" x 3/4" .062 aluminum.
 - b. Glass Railings – All welded system using 3 1/2" x 2 1/2" aluminum cap, 2 1/2" x 2 1/2" x .125 aluminum posts (48" o/c max), 2" x 1 1/2" aluminum channel and 3/8" thickness Clear Tempered glass panels.
 - c. Windscreens – Windscreens are to be of White Aluminum's or equal design and installation
 - d. Privacy Screens – All welded system consisting of square aluminum tube framework and McNichol's or equal perforated aluminum panels. Final details to be finalized through a design build process.
 - e. All railings to be set in pre-set sleeved holes and anchored with a non-shrink, non-metallic hydraulic grout.
 - f. All railing systems will go through a design build process to attempt to meet the designer's intent.

EXCLUSIONS

1. N/A

05-5700 DECORATIVE METAL

1. Section Not Used

EXCLUSIONS

1. N/A

DIVISION 6 WOOD, PLASTIC AND COMPOSITES

06-1000 ROUGH CARPENTRY

1. Misc Blocking at units, exterior walls and roof.

EXCLUSIONS

1. Blocking on all 3 sides of interior doors

06-2000 FINISH CARPENTRY

1. Interior trim per Unit Finish schedule on sheet A4-46. Base to be 5-1/2" flat stock wood; casing to be 3-1/4" flat stock wood. Shoe mold to be installed at all rooms with hard surface flooring.
2. Common area, other than DEI plans, trim per Finish schedule on sheet A4-43. Base and chair rail in the corridors to be 5-1/2" flat stock wood; base in the elevator lobby to be 9-1/4" flat stock wood casing to be 3-1/4" flat stock wood.
3. Reclaimed lumber and installation from trees harvested on site is by the Owner

EXCLUSIONS

1. Bicycle Barstools
2. Hanging day bed. Attachment for hangers are included.

DIVISION 7 THERMAL AND MOISTURE PROTECTION

07-1000 DAMPPROOFING AND WATERPROOFING

1. Below grade waterproofing per locations as indicated on architectural drawings.
2. Footing drains have been included at the perimeter of the basement walls per drawings Hot applied waterproofing at the level 8 & 26 courtyards
3. At level 1 planters "Type 2" waterproofing is specified, this product is not recommended at "on-grade" applications, we have included a sheet membrane that would be intended for this type of application
4. Weather/Air barrier on the exterior to be provided by the EIFS subcontractor which is part of the STO system

EXCLUSIONS

1. Electric Field Vector Mapping, etc.
2. Moisture testing
3. Horizontal drainage within planters

07-1800 TRAFFIC COATING

1. Traffic coating assumed as specified, or use of Tremco Vulkem 350 or equal, and installed at the following:
 - a. All unit balconies
 - b. Parking areas with heated space below
 - c. Lobby level parking
2. A decorative coating has been included on the topping slab of the 8th floor courtyard

EXCLUSIONS

07-2100 THERMAL INSULATION

1. Unfaced fiberglass batt insulation as listed below. All areas assumed to accept industry standard fastening methods.
 - a. R13 at 3-5/8" exterior walls
 - b. R19 at 6" exterior walls
 - c. R11 at unit party walls
 - d. R13 at corridor walls
 - e. R19 at exterior soffits
 - f. R19 above the 7th floor acoustical ceiling tile within parking area
2. Open cell spray insulation has been included in ceiling areas as indicated, R10 throughout
3. Loading dock is specified as KoolTherm K110, this is a new product and availability is unknown. It is assumed that an equal open cell spray insulation can be used.
4. Above grade rigid insulation as designed is included.

EXCLUSIONS

1. Insulation within unit interior walls
2. Mineral wool insulation
3. Rigid insulation below grade

07-4200 METAL PANELS

1. Metal panels to be Mayne Coatings "Longboard Grain Aluminum Siding and Soffits" or equal.
2. Panel finish to be per documents.
3. Metal panels on planter walls on 13th St have not been identified other than ¼" steel panels. We have included an allowance for these since the finish / color and method of attachment has not been finalized.

EXCLUSIONS

1. Metal panels at planter curbs per detail 1/A3.18 which appears to be an error

07-5000 MEMBRANE ROOFING

1. Membrane roofing system has been included at roof levels above 8 & 26. System to include the following materials as needed to meet the manufacturers installation and warranty standards:
 - a. Rigid insulation, Crickets and Cant Strips
 - b. Metal flashings and accessories for terminating of roof at edges, parapets and MEP penetrations
 - c. Metal flashings are prefinished with color selection from manufacturer's standard color options
2. Gutters, drains, downspouts, overflows at locations shown on roof plan

EXCLUSIONS

1. Flood Testing, Electric Field Vector Mapping, etc.
2. Third party inspections or testing of roof anchor system

07-8100 APPLIED FIREPROOFING

1. Spray applied fire proofing on the 3 Hour Column and 2 Hour beam assemblies
 - a. Locations of steel to receive fireproofing: Level 26 Cabana, Level 26 Club Room and Exterior Overhang at the rear entrance to the Club Room at Level 26
 - b. These Locations per drawings A1.01, S1.01.5, S1.02.R, S1-127

EXCLUSIONS

1. Intumescent paints

07-9200 JOINT SEALANTS

1. Exterior caulking has been included at the following locations:
 - a. Door & window openings
 - b. Control joints within EIFS system
 - c. Storefront assemblies
 - d. MEP penetrations
 - e. Exterior openings will receive two rows of sealants per details
2. Fire rated caulking has been included in the following areas:
 - a. Head joint of rated CMU walls
 - b. MEP penetrations within rated wall and floor assemblies. Fire joints per details with MEP designs
3. Interior caulking based on the following:
 - a. Builders grade acoustical caulking at head/base conditions on unit party and corridor walls
 - b. Latex caulking for unit finishes, i.e. trim & edge of wall tile conditions

EXCLUSIONS

1. Fire caulking at head or base of any GWB assembly

07-9500 EXPANSION CONTROL

1. No structural expansion joints have been included

EXCLUSIONS

1. N/A

DIVISION 8 OPENINGS

08-1100 COMMON AREA DOORS AND FRAMES

1. Common area doors and frames have been included per schedule on sheet A7-00. Hollow metal frames to be welded

08-1400 PREHUNG WOOD DOORS

1. Unit interior doors to be hollow core, single panel with FJ casing wood.
2. Door heights to be 7'0 or 8'0 based on building level location, per schedule A4-46.

08-1600 UNIT EXTERIOR DOORS

1. Unit entry doors to be 3/0 x 8/0 steel flush doors with a split metal jamb.
2. A 20 Minute Single Panel wood door can be provided at no additional cost.

08-3100 ACCESS DOORS AND PANELS

1. 2' x 2' steel access door included at drive thru entrance to parking deck.
2. Access panels necessary to expose any MEP points of control have been included.

08-3300 COILING DOORS AND GRILLES

1. High Speed Rolling doors in the parking deck to be Rytec Spiral LH or equal.
2. Automatic Bi-fold Door at Loading Dock to be Schweiss Hi-Fold or equal
3. Horizontal Accordion Fire door to be by Won-Door or equal

08-4300 STOREFRONTS

1. All Storefront framing and storefront doors to be painted finish by Kynar, or equal.
2. Includes Folding glass window systems at Level 26

08-4400 EXTERIOR GLAZING SYSTEMS

1. All Window wall and Curtain wall framing to be painted finish by Kynar, or equal.
2. Balcony Sliding glass doors to be incorporated into Window wall system
3. Spandrel glass at designated locations.
4. Included spray foam sealant in lieu of silicone and backer rod at the slab edge covers - see detail 1/A6-23 for location.

08-7100 DOOR HARDWARE

1. Common area door hardware per schedule
2. Unit interior door hardware per schedule
3. Unit entry door hardware to be interconnected electronic lock; by Schlage or equal.

08-8000 GLAZING

1. Interior Glazing as indicated
2. Semi-Frameless Shower Doors; Chrome finish

EXCLUSIONS

1. Fire Rated Glass except at fitness center entrance/exit

08-8300 MIRRORS

1. Wood framed mirrors above bath sinks are per the drawings

EXCLUSIONS

1. Mirrors at back of bath doors have been excluded.

DIVISION 9 FINISHES**09-2000 PLASTER**

1. Drainable EIFS system with an air barrier at exterior walls as indicated
2. EIFS at garage is included per the reveal design and to be applied on 2" foam as indicated, no furring strips or dens glass has been included
3. All EIFS to have integrally colored finish coat

09-2900 GYPSUM BOARD

1. Metal framing and Gypsum Wall Board assemblies as identified on the floor plans and reflected ceiling plans. Assemblies to match the designs on A-400 with the adjustments noted below.

- a. Acoustical caulking at the head condition of GWB assemblies in lieu of fire calking as shown per RFI response as specified or approved equal.
2. Unit ceilings to be installed to match specific unit reflected ceiling plans, overall plans no not match at all units
3. Exposed concrete slabs in units to receive a skim coat finish, exposed slabs in back of house areas to remain unfinished. Once the first few units are available we will provide an in place mock-up of the skim coat finish for team approval and to establish a basis of acceptable finish quality for the remainder of the unit ceilings.
4. Wood blocking/strapping has been included for the following:
 - a. Unit cabinetry, bath accessories, handrails, hinge side of unit interior doors, both sides of entry doors
 - b. Owner finishes specifically identified within the plans, i.e. leasing wall
5. Engineered shop drawings for exterior framing only, assumes a design with all mechanical connections and no welding.
6. Acoustical ceiling tile system has been included at the 7th floor of the parking garage. Grid to be hung per typical manufacturer's recommendations, including vertical struts at 48" o.c.

EXCLUSIONS

1. STC requirements not specifically identified or noted in the wall types shown on A-400
2. Bracing or seismic requirements not specifically noted on A-400
3. STC testing
4. Level 5 GWB finish
5. Mock up and shop drawings for interior finishes
6. Furring strips and sheathing on exterior of garage
7. Fire caulking at top of GWB assemblies

09-3000 TILING

1. All floor and wall tiles are to be installed per manufacturers recommendations, using standard grout and mortar
2. All unit tiles are to be installed per selection on A4-46. Unit tile scope as follows:
 - a. Kitchen Backslash – Scheme 1&2. Backsplash on rear walls only, no return walls
 - b. Bathroom floor tile - Scheme 1&2
 - c. Tub & shower surrounds – Scheme 1&2. Tile to the ceiling, bull nose tile on vertical edges. Baths with seats assume the vertical tile below the seat terminates at the edge of the tub
 - d. Shower floor tile – Scheme 1&2. Pre-sloped shower pans have been included to match design intent
Current details still have concerns, flooring provider to install a complete system approved by design team
3. Waterproofing has been included behind tub/shower surrounds, product to be Red Guard or equal
4. Sound mat below the bathroom floor tile has been included
5. Tile within corridors as designed within architectural corridor floor plans
6. Amenity spaces to receive floor and wall tile as indicated in Interior Plans, sound mat has been included under floor tile at level 26 in areas above residential units
7. Sealer has been included for grout at tile areas. Sealer as recommended by installer and manufacturer

EXCLUSIONS

1. Epoxy grouts
2. Upgraded grout or mortars
3. Flood testing

09-6100 SEALED CONCRETE

1. Sealing of back of house rooms with builder grade latex sealer

09-6400 VINYL PLANK FLOORING

1. Unit plank will be a glue down as follows: Proline SPC4.00mm with 0.5mm wear layer, Proline's attached sound mat included

EXCLUSIONS

1. STC field testing

09-6800 CARPET

1. Unit carpet to be Mohawk's "Neutral Shift" in lieu of the "Luxurious Charm" as specified. A 6lb pad has been included
2. Corridor carpet as listed in architectural plans, layout to match pattern in floor plans
3. Amenity carpets as shown in Interior Plans

EXCLUSIONS

1. Mohawk Smart Strand "luxurious"

09-9100 PAINTING

1. Exterior Painting as follows:
 - a. Misc. Metals, including lintels, unfinished handrails, etc.
 - b. Exposed concrete as indicated on elevations
 - c. Balcony ceilings
2. Residential Interior painting as follows:
 - a. Walls, ceilings, trim, doors within common areas and units
 - b. Back of house walls to be painted, ceilings left unfinished
 - c. Per accepted VE interior paints to be Sherwin Williams Painters Edge or equal
 - d. Misc. metals to be painted with enamel paints
3. Garage interior painting as follows:
 - a. Stair tower
 - b. CMU separation wall between parking and residential area
 - c. Amenity and Maintenance walls within parking garage
 - d. Bollards, Clearance bars and floor numbers on interior columns only
4. Epoxy Coating has been included at the package room floor within the leasing area
5. Wall coverings as indicated in the Interior Plans

EXCLUSIONS

1. Painting of ceilings within the garage
2. Painting of the columns and interior side of exterior walls within parking areas
3. Painting of prefinished metals
4. Painting of exterior vents

09-9900 CLUBHOUSE FINISHES

1. Interior Amenity Clubhouse to be installed to match design and specifications shown on Interior Design Drawings

EXCLUSIONS

1. All embroidered seat cushions to be by others.

DIVISION 10 SPECIALTIES

10-1400 SIGNAGE

1. All site signage will be provided by Owner. All temporary signage (building or Site) that is needed to get Certificate of occupancy or for any governmental agency, quasi-governmental agency or utility company to perform inspections or final inspections shall be installed as part of this contract.

EXCLUSIONS

2. NA

10-2800 TOILET AND LAUNDRY ACCESSORIES

1. Unit bath accessories per plan schedule, sheet A4-47
2. Common area bath accessories per schedule on ID drawings.

10-4400 FIRE PROTECTION SPECIALTIES

1. Fully-Recessed cabinets with 10 lb. extinguishers in residential areas.
2. Surface mounted cabinets with 10 lb. extinguishers in parking deck.
3. 5 lb. extinguishers in units

10-5000 STORAGE SPECIALTIES

1. Storage cages have been included per plans at Level B1 Parking and Penthouse Level 25
2. Bike Storage area to include wall mounted racks and repair work stand.
3. Shelving, work bench and other items, per plans, have been included at Maintenance room #0008.

10-5500 POSTAL SPECIALTIES

1. Horizontal style, Front Loading Mailboxes per design.
2. Powder Coated paint finish
3. System includes Outgoing Mail Drops and Parcel Lockers

10-5700 WARDROBE AND CLOSET SPECIALTIES

1. Closet and Laundry Shelving to be 12" Painted MDF shelf with Rod.
2. Linen and pantry shelving to be 12" Painted MDF with 5 shelves per closet.

10-7300 EXTERIOR CANOPIES

1. Two manufactured canopies have been included at the 8th floor courtyard only

DIVISION 11 EQUIPMENT

11-1200 SPECIAL EQUIPMENT

1. Parking Control Equipment includes the following:
 - a. Vehicle gate operators for 2 Rytec rollup doors
 - b. Barrier Arm System
 - c. Telephone Entry System
 - d. Pay Parking Equipment
 - e. Card Readers and Tags for Vehicular access
2. One set of loading dock bumpers
3. One Set of trash compactor dock bumpers
4. A roof anchor system has been included, consisting of the following:
 - a. Per accepted alternate we have included an alternate anchor system In lieu of the Monorail system as shown on the north elevation. This alternate method will include (16) 42" cast in place soffit anchors that will be installed and sealed to the EIFS. The U bar anchor point will be exposed. It will be required that the Architect and Structural EOR review alternate system prior to fabrication and installation. Access to the south elevation will be provided by (10) vertical rigging sleeves, it is assumed that the windows that span two floors can be cleaned with an extension pole.
 - b. Two davit arms have been included
 - c. Engineering has been included for the system, system assumes industry standard approaches to design and installation requirements
 - d. Davits & anchors will be installed at locations shown. At level 26 the pedestal pavers will be installed above, without requiring davit covers as shown

EXCLUSIONS

1. N/A

11-3100 RESIDENTIAL APPLIANCES

1. Stainless Steel unit appliance packages to be provided by Whirlpool. (303) "standard units" and (7) "ADA" units have been included. Appliances package per table on sheet A4-48 and as follows:
 - a. Counter Depth Refrigerator: 21cu.ft. side by side with water/ice in door
 - b. Range: 30" gas top, self-clean
 - c. Dishwasher: 24" tall tub, hidden controls
 - d. Microwave/hood: 1.7cu.ft. 2 speed
 - e. Disposal: 1/3hp
 - f. Washer & Dryer: Stackable
2. Wine Fridges within select units for a total of 58
3. Break room appliances to match standard unit selection
4. Amenity appliances as indicated in Interior drawings
5. Lobby fire place venting is limited to 70' total which will require discharge at some point along the 13th side of the building.

EXCLUSIONS

1. Side discharge of dryers

11-8200 WASTE HANDLING EQUIPMENT

1. We have included an allowance for the trash compactor and bins

DIVISION 12 FURNISHINGS

12-2100 WINDOW BLINDS

1. Window treatments to be manual roller shades, similar or equal to Hunter Douglas –SW2410

2. Fabric openness to be 1% at bedrooms and 3% at sliding glass doors and other windows.

EXCLUSIONS

1. No shades or window treatments at leasing and amenity areas.

12-3000 CASEWORK

1. Cabinets are included as European style frameless with painted doors.
2. Colors are based on previous color selections made by Alicia Scott.
3. Two Color Schemes are included as a 50/50 unit spit.
4. Box construction shall be 5/8" Particle Board.
5. We have included bar pulls for all drawers and doors
6. Drawers and Doors are to receive soft close hinges and glides
7. Please note that kitchen island trim pieces that are noted to match cabinets shall be fabricated in separate facilities and that color variation may occur, Owner to approve samples prior to order.

EXCLUSIONS

1. Self-Closing Doors or Drawers

12-3600 COUNTERTOPS

1. 3CM quartz countertops have been included at the kitchens
2. 2CM quartz countertops have been included at the vanity locations
3. Quartz Tub Seat is included at select units as indicated
4. Under Mount Kitchen Sinks are based on Chinese Import Stainless Steel based on sizes and gauges indicated on drawings
5. Under Mount Vanity Sinks are based on Ceramic Square Bowls Imported from China based on sizes and gauges indicated on drawings
6. Quartz colors are based on color selection previously made by Alicia Scott and were noted as colors QD 308 & QD503.
7. Two Color Schemes are included as a 50/50 unit spit.

12-9300 SITE FURNISHINGS

1. Site furnishings are included as noted on documents

DIVISION 13 SPECIAL CONSTRUCTION

13-1100 SWIMMING POOLS

1. Standard travertine pool coping is included
2. Contractor is to include pool as a design build system. This includes submitting for and obtaining all local and state health and building department permit and all state and local inspection for final acceptance of the pool and pool areas. Owner will pay for pool operation permit.
- 3.

EXCLUSIONS

1. Bubbler system

13-1900 DOG WASH

1. We have included all dog wash room equipment and finishes as indicated

DIVISION 14 CONVEYING EQUIPMENT

14-2000 ELEVATORS

1. Provide elevators as indicated.
2. Elevator cab finish has been included as an allowance per car.
3. Current elevator spec only allows elevator room to be 150' from the elevators. Currently elevators are 160 ft and 190 ft. away. Redesign is required to meet elevator manufacturer's requirements.

14-9100 TRASH CHUTES

1. We have included one (1) 24" diameter trash chute included with the following:
 - a. 16 gauge aluminum construction
 - b. Disinfecting & Sanitizing unit
 - c. Sound dampening & isolator pads
 - d. Electronic interlocks
 - e. 25 ADA push button intake access doors

- f. Horizontal discharge door

DIVISION 21 FIRE SUPPRESSION

21-1000 FIRE SUPPRESSION

1. We have included a design build NFPA 13 Wet Fire Protection System for residential spaces and a dry system for the parking garage.
2. Standpipes included at stair wells with fire department valves with reducers, caps and chains as required by code
3. Fire pump is included and sized per the drawings.
4. Trash Chutes are protected per code
5. We have included roof manifolds as required
6. FDC connections at locations indicated on drawings
7. Residential white semi-recessed sprinkler heads with white escutcheons are included at units and corridors.
8. Fully concealed heads are included at areas where DEI designed the reflected ceiling plan for leasing and amenity areas.
9. CPVC Piping shall be used at residential units and light hazard areas per code
10. Garage system shall be black steel.

EXCLUSIONS

1. Galvanized Piping at Garage
2. Painting of exposed sprinkler pipe at garage.
43. The cost of the most stringent requirements included in Spec Section 23 05 00 Common Work Results. This spec section will be modified during the submittal and approval process.
- 3.

DIVISION 22 PLUMBING

22-1000 PLUMBING

1. Sanitary and Storm Piping shall be PVC Sch 40 above and below grade
2. Above grade domestic water system shall be CPVC.
3. Underground water is included as ductile iron
4. Backflow preventers are included as indicated
5. Parking garage shall consist of the following:
 - a. Storm Drainage and Piping within Parking garage as designed on plumbing drawings
 - b. Hose Bibs as indicated where indicated on plumbing drawings
6. Plumbing for the residential tower shall consist of the following: (Piping shall be rated for the duty in which it will be used)
 - a. Water Piping as shown on plumbing drawings
 - b. Water mains and risers shall be CPVC schedule 80
 - c.
 - d. Gas piping is included for the RTU's and amenity deck accessories per plumbing drawings
 - e. Gas piping is included for gas range at all units.
 - f. Piping insulation is included at the following locations and per code requirements:
 - i. Domestic Water exposed to freezing
 - ii. Horizontal roof drain piping above finished ceiling
 - iii. First 8' of hot water supply line from water heater
7. Triplex domestic pump is included per the design
8. Fixtures per plumbing drawings
9. Water heaters are included as AO Smith.
10. We have included elevator pump as required.
11. Water Submeters and complete meter reading system per AUM requirements has been included.

EXCLUSIONS

1. Lochinvar Water Heaters
2. Copper Piping
3. Cast Iron Piping
4. The cost of the most stringent requirements included in Spec Section 23 05 00 Common Work Results. This spec section will be modified during the submittal and approval process.

DIVISION 23 HVAC

23-1000 HVAC

1. Parking garage shall consist of a mechanical system as designed per the mechanical drawings
2. Common Area HVAC shall be installed per the mechanical drawings
3. Apartments HVAC shall include the following:
 - a. Carrier FX4D fan coils with vertical configuration. Electric and programmable "Stand Alone" thermostats.
 - b. Carrier 25 HHA Heat Pump Units placed on concrete balconies as scheduled
4. Supply duct will be fiberglass mains and flex distribution at all units (No Super Duct)
5. All equipment, grills dampers, etc. shall be equal to those scheduled.
6. .
7. All 7 day programmable thermostats and low voltage electrical wiring.

EXCLUSIONS

1. Kitchen Exhaust
2. Independent Test and Balance
3. The cost of the most stringent requirements included in Spec Section 23 05 00 Common Work Results. This spec section will be modified during the submittal and approval process.

DIVISION 26 ELECTRICAL

26-1000 ELECTRICAL

1. Our Electrical Pricing is based on a design assist approach with our electrical subcontractors. Pricing is based on making changes to the riser service and will include changing the MSB-1 to a 2500 Amp service in lieu of 4000 Amp, MSB-2 to a 4000 Amp service in lieu of a 3000 Amp service and subsequent changes to the meter centers.
2. We will provide methods and materials that will meet code.
3. We have included a complete electrical service package including the following scope of work:
 - a. Secondary conduits from transformers to electrical rooms.
 - b. Service wiring to all sub panels as indicated
 - c. All apartment feeders and meter centers at locations indicated on drawings
 - d. House panel distribution and gear per drawings
4. We have included the all wiring and lighting for all common areas and amenities.
5. Wiring of interactive wall and other Owner provided equipment is included as designed.
6. We have included all wiring and lighting at the residential units per layouts on drawings
7. We have included wiring and lighting for the parking garage per layouts on drawings
8. We have included the generator per sizing on electrical drawings
9. Complete building fire alarm system has been included for all areas as a design build process per code
10. Access control is included at locations indicated.
11. Access control equipment shall be equal to any scheduled equipment.
12. CCTV has been included at locations indicated.
13. Audio wiring is included as a conduit system only with equipment provided by Owner.
14. Voice and Data includes a conduit system as indicated with conduit being installed for two service providers.
15. We shall install an ADP box at each unit and provide low voltage wiring with in unit at locations indicated.
16. Light fixture package is based on an equal product to that scheduled.
17. We have included a conduit raceway system for the "Emergency Responder Radio Enhancement System" that may be required.
18. We have included a conduit raceway system for the cell booster system as described in the electrical drawings
19. Lightning Protection is included
20. All wiring shall be in MC Cable as currently allowed by the City of Atlanta.
21. All equipment, fixtures, outlets, switches etc. shall be equal to any specific schedule or note that may be indicated in the drawings or specifications

EXCLUSIONS

1. Primary electric wire and conduits
2. Utility Company Fees
3. Underground vaults
4. Motivation/Interactive Wall Equipment
5. Emergency Responder Radio Enhancement System
6. Cell Phone Repeater System
7. Relocating existing overhead lines
8. TV's or other electronic visual devices
9. Any requirements for smart home technology

DIVISION 31 EARTHWORK**31-2200 GRADING**

1. The Geotechnical report is used for information only. This budget is based on information shown on the drawings
- 2.
3. Utility Demolition is included for onsite existing utilities that service the existing buildings.
4. Erosion control and stabilized construction entrances per plans.
5. Storm Drainage is included per the design including a storm system with an underground detention vault.
6. The GMP includes all dewatering of casual rain water as necessary for this project. No well pointing or other method of lowering the water table is included. Unless required to install the work shown in the plans and specification.

EXCLUSIONS

1. All excavations, mass or isolated are exclusive of contaminated soils, unsuitable soils, and/or rock
2. We have not included any cost for sinkhole remediation
3. Any cost associated with off-site Public Road Improvements are not included in this budget. Traffic signalization, signage, lighting, utility relocations, accel/decel lanes, etc. are cost items to be considered outside of the scope of this budget
4. Primary electrical, telephone and/or gas utilities are assumed to be provided at no cost by the local utility providers
5. Soil Amendments
6. Since the excavation of the building area is anticipated to remove approximately 8'-10' of soil to get to working subgrade, it is assumed that any "unsuitable" materials in t prior to reaching subgrade will be hauled off at no additional cost. "Unsuitable" materials are defined as soils that cannot be used as fill material after 24 hours of drying without introduction of chemical additives. If unsuitable soils are encountered at subgrade then The Contractor shall notify the Owner as soon as it is discovered. The unsuitable materials will be quantified and the Contractor will involve the Geotechnical Engineer and Structural Engineer and determine the methods for remediating the areas so they can accept structural fill. The Contractor will be issued a change order based on the unit costs attached.

31-2500 SWPPP

1. SWPPP per corporate standards

EXCLUSIONS**31-3100 SOIL TREATMENT/TERMITE CONTROL**

1. Included at all underslab conditions as required

31-6600 SPECIAL FOUNDATIONS

1. The Subcontractor has based pricing for the Deep Foundations on the following assumed quantities:
 - a. (218) 24" diameter compression piles @ 50' each- total 10,900 lf
 - b. (40) 24" diameter high capacity tension piles @ 50' each -total 2,000 lf
 - c. (17) 24" diameter tension piles @ 50' each - total 850 lf
2. The as-built deep foundations quantities shall be verified and agreed to by the Contractor and the Testing Agent (Nova). Testing Agent Field reports shall include the total footage of each pile to refusal or termination.
3. Unit prices for deep foundations:
 - a. Compression pile test - \$32,000/ea
 - b. Tension pile test - \$30,000/ea
 - c. Additional 24" dia. 50' compression pile - \$3,200/ea
 - d. Deleted 24" dia. 50' compression pile - \$1,500/ea
 - e. Additional 24" dia. 50' tension pile - \$3,450/ea
 - f. Deleted 24"dia. 50' tension pile - \$1,500/ea
 - g. Additional 24" dia. 50' high-capacity tension pile - \$4,800/ea
 - h. Deleted 24" dia. 50' high-capacity tension pile - \$1,500/ea
 - i. Additional 24" dia. Compression pile - \$50.00/lf
 - j. Deleted 24" dia. Compression pile - \$20.00lf
 - k. Additional 24" dia. Tension pile - \$51.00/lf
 - l. Deleted 24" dia. Tension pile - \$20.00/lf
 - m. Additional 24" dia. High capacity tension pile - \$79.00/lf
 - n. Deleted 24" dia. High capacity tension pile - \$20.00/lf
 - o. Mobilization - \$20,000/ea
 - p. Demobilization - \$10,000/ea
4. Maximum drill length is 70 feet deep

5. All reinforcing steel cages to have straight bars. No hooks or bends
6. Pricing is based on one compression and one tension pile test as recommended by Nova

EXCLUSIONS

1. Rock socketing is excluded for production piles

DIVISION 32 EXTERIOR IMPROVEMENTS

32-1200 FLEXIBLE PAVING/ASHPALT PAVING

1. AC patching at curb line is limited to a 2'-0" strip along the curb face only
2. Final asphalt paving (Mill and Overlay) of 13th St. shall be installed at the end of the project. Cost for the Mill, Overlay and repair has been included in the GMP. This includes areas that were cut and trenched as a result of the off-site utility work that was performed by the Owner under a separate agreement. It is assumed that the Owner's contractor will have properly patched the street per City of Atlanta standards. The patching shall be level with the existing asphalt and shall be a millable surface such as asphalt. The Contractor to coordinate this with Hoar. Since the areas to be milled and overlaid will be determined in part by the City of Atlanta, an allowance of \$50,000 has been included in the GMP.

EXCLUSIONS

1. Special consideration if any residual cobble roadway is encountered

32-1600 CURBS AND GUTTERS

1. Curbs to be granite per plan

32-9000 LANDSCAPE IRRIGATION

1. Landscaping per plan
2. Irrigation to be design build
3. The GMP includes maintenance of the landscape and irrigation until the area/phase has been accepted by the Owner.

DIVISION 33 UTILITIES

1. The Contractor shall help coordinate each utility entry into each building. The Contractor shall contact and coordinate with each utility provider prior to the installation of the utility. This includes helping schedule all preconstruction meetings with each utility.
2. All site sleeves from right of way into the building for contractor and owner provided underground utilities shall be provided as shown or indicated on plans. It is assumed that there will be no more than two low voltage providers.
3. Maintenance of the storm detention vault according to Local, State and Federal requirements shall be included until final completion of the project.

33-1000 WATER UTILITIES

4. This budget does not include the cost of utility impact, tap or meter fees imposed by the City or County Water Mains to be brought to the property line by others

EXCLUSIONS

1. Costs associated with off-site water service upgrades
2. Temporary pressure booster pumps

33-3000 SANITARY SEWERAGE UTILITIES

1. Sewer service point of connection to be brought to the property line by others.

EXCLUSIONS

1. Costs associated with off-site sewer upgrades

ALLOWANCES INCLUDED

- | | |
|--|---------------|
| 1. Allowance for steel plates attached to the planter walls along 13 th Street, scope un clear: | \$ 6,250 |
| 2. Mill and Overlay on 13 th Street: | \$50,000 |
| 3. Elevator Cab Finishes: | \$20,000 / EA |
| 4. Trash Compactor & Bins: | \$65,000 |

DocuSigned by:

Johnny Yates

AEB0730BF9CB452...

7/14/2017

195 13th Street					
Cost Center:	71003-20	Atlanta, GA	PM/Super:	Mike Emerline	
Job Number:	200-1000		Monthly Report for:	Jul-17	
Director of Construction:	Tom Morgan	Prepared by: LMC Construction	Vice President:	Karl Fuller	

BUILDING DATA						DRY-IN			DRYWALL			BUILDING TURNOVER						NOTES
Floor #.	BUILDING DESCRIPTION	HOMES PER FLOOR	UNITS AVAIL.	% AVAIL		TARGET	CURRENT	COMPLETED %C"	TARGET	CURRENT	COMPLETED %C"	TURN (WEEKS)	PROJECTED TURNOVER DATE	ORIGINAL CONTRACT DATE	REVISED CONTRACT DATE	ACTUAL BUILDING TURN	COMPLETED %C"	
	Notice to Proceed													08/07/17				
	Foundation Permit													08/07/17				
	Building Permit													08/07/17				
1	Leasing/ Lobby / Mail rm	0	0	0.00%		11/17/18			12/22/18				02/15/19	02/15/19				note # 1
B	Basement Lvl Amenities	0	0	0.00%		11/17/18			12/22/18				02/15/19	02/15/19				note # 1
2	2nd Floor Homes	7	7	2.26%		10/13/18			11/17/18				02/15/19	02/15/19				note # 1
3	3rd Floor Homes	7	14	4.52%		10/13/18			11/17/18				02/15/19	02/15/19				note # 1
4	4th Floor Homes	7	21	6.77%		10/13/18			11/17/18				02/15/19	02/15/19				note # 1
5	5th Floor Homes	7	28	9.03%		11/03/18			12/08/18				03/08/19	03/08/19				note # 1
6	6th Floor Homes	7	35	11.29%		11/03/18			12/08/18				03/08/19	03/08/19				note # 1
7	7th Floor Homes	7	42	13.55%		11/10/18			12/15/18				03/15/19	03/15/19				note # 1
8	8th Floor Homes	19	61	19.68%		11/24/18			12/29/18				03/29/19	03/29/19				note # 1
8	Courtyard	0	61	19.68%		N/A			N/A				03/29/19	03/29/19				note # 1
9	9th Floor Homes	15	76	24.52%		12/08/18			01/12/19				04/12/19	04/12/19				note # 1
10	10th Floor Homes	15	91	29.35%		12/15/18			01/19/19				04/19/19	04/19/19				note # 1
11	11th Floor Homes	15	106	34.19%		12/22/18			01/26/19				04/26/19	04/26/19				note # 1
12	12th Floor Homes	15	121	39.03%		12/29/18			02/02/19				05/03/19	05/03/19				note # 1
13	13th Floor Homes	15	136	43.87%		01/05/19			02/09/19				05/10/19	05/10/19				
14	14th Floor Homes	15	151	48.71%		01/12/19			02/16/19				05/17/19	05/17/19				
15	15th Floor Homes	15	166	53.55%		01/19/19			02/23/19				05/24/19	05/24/19				
16	16th Floor Homes	15	181	58.39%		01/26/19			03/02/19				05/31/19	05/31/19				
17	17th Floor Homes	15	196	63.23%		02/02/19			03/09/19				06/07/19	06/07/19				
18	18th Floor Homes	15	211	68.06%		02/09/19			03/16/19				06/14/19	06/14/19				
19	19th Floor Homes	15	226	72.90%		02/16/19			03/23/19				06/21/19	06/21/19				
20	20th Floor Homes	15	241	77.74%		02/23/19			03/30/19				06/28/19	06/28/19				
21	21st Floor Homes	15	256	82.58%		03/02/19			04/06/19				07/05/19	07/05/19				
22	22nd Floor Homes	15	271	87.42%		03/09/19			04/13/19				07/12/19	07/12/19				
23	23rd Floor Homes	15	286	92.26%		03/16/19			04/20/19				07/19/19	07/19/19				
24	24th Floor Homes	15	301	97.10%		03/26/19			04/30/19				07/29/19	07/29/19				
25	25th Floor Homes	9	310	100.00%		04/04/19			05/09/19				08/07/19	08/07/19				
Club/ Fitness	Club / Fitness 26th floor	0	310	100.00%		N/A			N/A				05/24/19	05/24/19				
Pool Area	Pool / Area 26th floor	0	310	100.00%		N/A			N/A				05/24/19	05/24/19				
	FINAL CLOSE-OUT		310										09/06/19					
PROJ PROJECT / DATA: 26th floor PROJECT START DATE: 08/07/17 ORIG. CONTRACT COMPLETION: 08/07/19 CONTRACT TIME EXTENSION DAYS: 0 REV. CONTRACT COMPLETION: 08/07/19 PROJECT DURATION IN CAL. DAYS: 730 24 mo PROJECT WORKING DAYS: 523 REPORT DATE: 08/07/17 TOTAL CAL. DAYS ELAPSED: 0 PERCENTAGE OF DAYS ELAPSED: 0.00%						WEATHER ANTICIPATED WEATHER: 45 WEATHER THIS MONTH: 0 CRITICAL WEATHER THIS MONTH: 0 MONTHLY VARIANCE: 0 WEATHER CO's TO DATE: 0 CRITICAL WEATHER TO DATE: 0			Target Dry-in date is defined as building wrap, windows and doors installed and roof is dried in. Drywall Finish Date is defined as the date when sheetrock is sanded and ready for paint. Floor Turn is defined as the date units are substantially complete and accepted by Owner. Note # 1: Initial floor dry in dates equals temporary roofing									

Exhibit G

Allowances and Alternates

ALLOWANCES INCLUDED:

1. Allowance for steel plates attached to the planter walls along 13th Street, scope un clear:
\$ 6,250
2. Mill and Overlay on 13th Street:
\$50,000
3. Elevator Cab Finishes:
\$20,000 / EA
4. Trash Compactor & Bins:
\$65,000

Submittal Matrix

[illegible]

195 13th street

Submittal Matrix

Div. 5 METALS

05 12 00	Structural Steel
05 15 00	Barrier Cables
05 30 00	Steel Decking
05 40 00	Cold-Formed Metal Framing
05 50 00	Metal Fabrications
05 52 00	Glass Railings and Handrails
05 52 01	Aluminum Windscreen System and Privacy Wall
05 71 00	Prefabricated Metal Stair System
05 73 01	Aluminum Balcony Railings
Div. 6	WOOD, PLASTICS, AND COMPOSITES
06 10 00	Rough Carpentry
Div. 7	THERMAL AND MOISTURE PROTECTION
07 13 13	Membrane Waterproofing, Type 1
07 14 13	Hot Rubberized-Asphalt Waterproofing, Type 2
07 16 16	Capillary Waterproofing, Type 5
07 18 10	Fluid Applied Traffic Topping, Type 6 and Type 7
07 18 16	Fluid-Applied Vehicular Traffic Topping System, Type 8
07 21 00	Insulation
07 24 00	Exterior Wall Cladding
07 26 00	Vapor Barrier
07 27 20	Fluid Applied Weather/Air Barrier
07 42 13	Aluminum Metal Panels
07 53 24	Fully Adhered Single Ply Roof Membrane System
07 60 00	Flashing and Sheet Metal
07 81 16	Cementitious Fireproofing

Owner Submittal Y/N?	Product Data	Shop Drawings	Samples	Ltr of Conformance	Test Reports/ Certs	Calcs	Warranty/ Maint. Info
		X			X		
Y	X	X			X		
	X	X			X		
	X	X		X	X	X	
Y	X			X	X	X	
Y		X		X		X	
Y		X				X	
Y		X		X	X	X	
Y	X	X	X		X	X	
				X	X		
Y	X	X		X	X		
Y	X	X		X	X		X
	X			X	X		
Y	X		X	X			X
Y	X		X	X	X		X
	X			X	X		
Y	X	X	X		X		
Y	X	X			X		X
Y	X	X		X			
	X			X	X		

195 13th street

Submittal Matrix

	Owner Submittal Y/N?	Product Data	Shop Drawings	Samples	Ltr of Conformance	Test Reports/ Certs	Calcs	Warranty/ Maint. Info
07 84 00	Fire and Smoke Protection	X	X		X	X		
07 92 00	Caulking and Sealants	Y	X	X	X	X		
Div. 8	OPENINGS							
08 11 13	Hollow Metal Doors and Frames	Y	X		X			
08 14 16	Flush Wood Doors	Y	X		X			
08 14 17	Residential Interior Unit Doors	Y	X		X			
08 31 00	Access Doors and Panels	Y	X	X	X			
08 32 13	Aluminum Sliding Glass Doors	Y	X	X			X	
08 33 23	Automatic Bi-Fold Doors	Y	X	X	X			
08 33 24	High Speed Rolling Doors	Y	X	X				
	Horizontal Sliding, Accordion-Type Fire		X		X			
08 35 13	Doors	Y						
08 41 00	Entrances	Y	X	X	X	X	X	
08 41 02	Aluminum Framed Folding Door	Y	X	X	X	X		
08 41 13	Window Wall	Y	X	X	X	X	X	
08 44 13	Glazed Aluminum Curtain Wall	Y	X	X	X	X	X	
08 71 00	Finish Hardware	Y	X	X				
08 81 00	Glass and Glazing	Y	X	X	X	X	X	
Div. 9	FINISHES							
09 29 00	Gypsum Board		X		X			
09 30 00	Tiling	Y	X	X	X	X		
09 51 00	Acoustical Ceilings	Y	X	X	X			
09 65 00	Resilient Flooring	Y	X	X	X			
09 68 00	Carpet	Y	X	X	X	X		
09 90 00	Paints and Coatings	Y	X	X	X			
09 96 53	Elastomeric Coating	Y	X	X	X			
09 98 20	Exterior Concrete Coating	Y	X	X				
Div. 10	SPECIALTIES							
10 21 14	Plastic Laminate Toilet Compartments	Y	X	X	X			
10 26 00	Wall and Corner Guards	Y	X	X	X			
10 28 13	Toilet and Miscellaneous Accessories	Y	X	X	X			

195 13th street

Submittal Matrix

10 44 00	Fire Extinguishers, Cabinets, and Accessories
10 55 00	Postal Specialties
10 73 16	Canopies
Div. 11	EQUIPMENT
11 12 00	Parking Control Equipment
11 13 00	Loading Dock Bumpers
11 31 00	Appliances
Div. 12	FURNISHINGS
12 34 01	Residential Unit Cabinets
12 49 20	Roller Shades
Div. 13	SPECIAL CONSTRUCTION (NOT USED)
Div. 14	CONVEYING EQUIPMENT
14 01 00	Elevator Maintenance Proposal
14 21 23	Electric Elevators
14 91 82	Trash Chute
Div. 21	FIRE SUPPRESSION
21 12 00	Standpipe Systems
21 13 13	Wet-Pipe Sprinkler Systems
21 13 16	Dry-Pipe Sprinkler Systems
21 31 13	Electric-Drive, Centrifugal Fire Pumps
Div. 22	PLUMBING
22 11 13	Facility Water Distribution Piping (CIVIL)
22 11 14	Facility Water Distribution Piping (MEP)
22 11 23	Domestic-Water Packaged Booster Pumps
22 13 13	Facility Sanitary Sewers

Owner Submittal Y/N?	Product Data	Shop Drawings	Samples	Ltr of Conformance	Test Reports/ Certs	Calcs	Warranty/ Maint. Info
	X			X			X
Y		X	X				
Y	X	X		X	X	X	X
Y	X	X		X			
	X	X		X			
Y	X			X			
Y	X	X					
Y	X		X	X			
Y							X
Y	X	X	X		X		
	X	X		X	X		
	X	X			X		X
	X	X			X	X	
	X	X			X		X
	X	X					X
	X	X			X		X
	X				X		X
	X	X					X
	X	X			X		X

195 13th street

Submittal Matrix

	Owner Submittal Y/N?	Product Data	Shop Drawings	Samples	Ltr of Conformance	Test Reports/ Certs	Calcs	Warranty/ Maint. Info
22 13 16	Sanitary Waste and Vent Piping	X						
22 13 19	Sanitary Waste Piping Specialties	X						X
22 14 00	Facility Storm Drainage	X						
	Light Duty Electric Storage Type Water							
22 33 00	Heaters	X						X
22 40 00	Plumbing Fixtures	Y	X					X
Div. 23	HEATING, VENTILATING, AND AIR COND							
23 05 00	Common Work Results							
23 05 01	Schedule of Submittal Data							
	Common Motor Requirements for							
23 05 13	Equipment	X	X					X
23 05 29	Hangers and Supports	X	X					
23 05 48	Vibration Controls and Wind Restraints	X	X				X	
23 05 53	Identification for Piping and Equipment	X						
23 05 93	Testing, Adjusting and Balancing							
	Ductwork, Piping and Equipment							
23 07 13	Insulation	X	X					
23 11 23	Facility Natural-Gas Piping							
23 21 00	HVAC Piping	X				X	X	
23 31 13	Ducts	Y	X					X
23 33 00	Air Duct Accessories	X	X					X
23 34 16	HVAC Fans	X	X					X
23 37 13	Diffusers, Registers and Grilles	X						
23 37 14	Stationary Louvers	X						
23 51 23	Gas Flues and Venting	X	X					X
		X	X			X		X
23 55 23	Low-Intensity, Gas-Fired, Radiant Heaters							
23 74 33	Dedicated Outdoor Air Systems	X	X					X
23 75 44	Rooftop Units	Y	X					X
23 81 26	Split System Air-Conditioners	Y	X					X
23 82 39	Electric Heaters		X					X
Div. 24	ELECTRICAL							

195 13th street

Submittal Matrix

	Owner Submittal Y/N?	Product Data	Shop Drawings	Samples	Ltr of Conformance	Test Reports/ Certs	Calcs	Warranty/ Maint. Info
26 00 00	Electrical General							
26 05 19	Wires and Cables	X						
26 05 26	Grounding	X						
26 05 33	Raceway Systems	X						
26 05 34	Boxes and Fittings	X						
26 05 48	Noise and Vibration Control		X			X		
26 21 00	Service and Distribution	X	X					
26 22 00	Dry Type Transformers	X	X			X		X
26 24 13	Switchgear & Switchboards	X	X					
26 24 15	Distribution Panelboards	X	X					
26 24 16	Panel Boards	X	X					
26 25 00	Busways	X	X					
26 27 26	Wiring Devices	Y	X					
26 28 16	Motor and Feeder Disconnect Switches	X						
Div. 26	ELECTRICAL (CONT'D)							
26 32 13	Emergency Power System	X	X					X
26 41 13	Lightning Protection System	X	X			X		
26 43 13	Surge Protective Devices	X	X					X
26 51 00	Lighting	Y	X	X				
	Emergency Responder Radio							
26 81 15	Antenna/Repeater System	X	X			X		X
Div. 27	COMMUNICATIONS							
	Communications Operating and							
27 01 00	Maintenance Manuals							
27 05 00	Communications General Provisions	X				X		
	Communications Shop Drawings,							
27 05 07	Coordination Drawings & Product Data							
27 05 09	Contract Quality Control	Y						
27 05 10	Firestops	X						
		X	X			X		
27 10 00	Data Communications Structured Cabling							
Div. 28	ELECTRONIC SAFETY AND SECURITY							

195 13th street

Submittal Matrix

	Owner Submittal Y/N?	Product Data	Shop Drawings	Samples	Ltr of Conformance	Test Reports/ Certs	Calcs	Warranty/ Maint. Info
28 01 00	Electronic Safety and Security Operating and Maintenance Manuals							
28 05 00	Electronic Safety and Security General Provisions							
28 05 10	Contract Quality Control							
28 10 00	Electronic Access Control System	X	X					
28 20 00	Video Surveillance	Y	X					
28 31 00	Life Safety Systems	X	X				X	
Div. 31	EARTHWORK							
31 10 00	Site Clearing							
31 20 00	Earth Moving							
	Excavating, Backfilling, and Compacting					X		
31 23 10	For Structures							
31 23 19	Dewatering		X					
31 31 16	Termite Control	X						
31 50 00	Excavation Support and Protection		X					
31 63 16	Augered Cast-In-Place Piles	X	X			X		
Div. 32	EXTERIOR IMPROVEMENTS							
32 12 16	Asphalt Paving	X				X		
32 13 13	Concrete Paving	Y	X	X				
32 17 13	Wheel Stops	X			X			
32 17 23	Pavement Marking and Removal							
32 31 14	Chain Link Fences and Gates	Y	X		X	X		
32 31 19	Ornamental Iron Fence	Y	X	X	X		X	
32 93 00	Trees, Shrubs and Ground Covers	Y	X	X				
Div. 33	UTILITIES							
33 05 00	Common Work Results for Utilities							
33 41 00	Storm Utility Drainage Piping	X	X			X		X
33 46 13	Foundation Drainage Systems	X						

195 13th street

Submittal Matrix

Owner Submittal Y/N?	Product Data	Shop Drawings	Samples	Ltr of Conformance	Test Reports/ Certs	Calcs	Warranty/ Maint. Info

NOTE: OWNER APPROVAL REQUIRED FOR ALL SUBMITTALS IN WHICH THE SPECIFICATIONS HAVE BEEN ALTERED.

195 13th
Exhibit "I"
Schedule of Values

Division	Cost Code	Description	
01 Total		General Conditions	
02 Total		Existing Conditions	
03 Total		Concrete	
04 Total		Masonry	
05 Total		Metals	
06 Total		Wood and Plastics	
07 Total		Thermal and Moisture	
08 Total		Openings	
09 Total		Finishes	
10 Total		Specialties	
11 Total		Equipment	
12 Total		Furnishings	
13 Total		Special Construction	
14 Total		Conveying Systems	
21 Total		Fire Suppression	
22 Total		Plumbing	
23 Total		HVAC	
26 Total		Electrical	
27 Total		Communications	
28 Total		Electronic Safety and Security	
31 Total		Earthwork	
32 Total		Exterior Improvements	
33 Total		Utilities	
34 Total		Transportation	
99	99-1015	Permits	
99	99-1000	Construction Contingency	
99	99-2000	Fee	
99 Total			
Grand Total			

INTERIM WAIVER AND RELEASE UPON PAYMENT
(O.C.G.A. § 44-14-366)

STATE OF GEORGIA

COUNTY OF _____

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY LMICS, LLC (NAME OF CONTRACTOR) TO FURNISH _____ (DESCRIBE MATERIALS AND/OR LABOR) FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS CITY WALK (TITLE OF THE PROJECT OR BUILDING) WHICH IS LOCATED IN THE CITY OF ROSWELL, COUNTY OF FULTON, AND IS OWNED BY GGT-LMI CITY WALK GA, LLC (NAME OF OWNER) AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION

ALL THAT TRACT OF LAND IN LAND LOT 426 OF THE 1ST DISTRICT, 2ND SECTION, CITY OF ROSWELL, FULTON COUNTY, GEORGIA, CONTAINING APPROXIMATELY 10.680 ACRES AS SHOWN ON LOT COMBINATION PLAT FOR ROSWELL COMMONS GROUP, L.P. PREPARED BY MICHAEL C. SANFORD, GEORGIA REGISTERED LAND SURVEYOR NO. 3179 OF PLANNERS AND ENGINEERS COLLABORATIVE, DATED JULY 10, 2013, FILED NOVEMBER 7, 2013, RECORDED IN PLAT BOOK 368, PAGES 90-94, FULTON COUNTY, GEORGIA RECORDS.

UPON THE RECEIPT OF THE SUM OF \$_____, THE MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND THROUGH THE DATE OF _____ (DATE) AND EXCEPTING THOSE RIGHTS AND LIENS THAT THE MECHANIC AND/OR MATERIALMAN MIGHT HAVE IN ANY RETAINED AMOUNTS, ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID BUILDING OR PREMISES.

GIVEN UNDER HAND AND SEAL THIS ____ DAY OF _____, 20____.

(MECHANIC AND/OR MATERIALMAN) (SEAL)

WITNESS

ADDRESS:

BY:

SUBCONTRACTOR NAME

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 60 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN PRIOR TO THE EXPIRATION OF SUCH 60 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. SECTION 44-14-366.

WAIVER AND RELEASE UPON FINAL PAYMENT
(O.C.G.A. § 44-14-366)

STATE OF GEORGIA

COUNTY OF _____

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY LMICS, LLC. (NAME OF CONTRACTOR) TO FURNISH _____ (DESCRIBE MATERIALS AND/OR LABOR) FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS CITY WALK (TITLE OF THE PROJECT OR BUILDING) WHICH IS LOCATED IN THE CITY OF ROSWELL COUNTY OF FULTON, AND IS OWNED BY GGT-LMI CITY WALK GA, LLC (NAME OF OWNER) AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION

ALL THAT TRACT OF LAND IN LAND LOT 426 OF THE 1ST DISTRICT, 2ND SECTION, CITY OF ROSWELL, FULTON COUNTY, GEORGIA, CONTAINING APPROXIMATELY 10.680 ACRES AS SHOWN ON LOT COMBINATION PLAT FOR ROSWELL COMMONS GROUP, L.P. PREPARED BY MICHAEL C. SANFORD, GEORGIA REGISTERED LAND SURVEYOR NO. 3179 OF PLANNERS AND ENGINEERS COLLABORATIVE, DATED JULY 10, 2013, FILED NOVEMBER 7, 2013, RECORDED IN PLAT BOOK 368, PAGES 90-94, FULTON COUNTY, GEORGIA RECORDS.

UPON THE RECEIPT OF THE SUM OF \$_____, THE MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID PROPERTY.

GIVEN UNDER HAND AND SEAL THIS ____ DAY OF _____, 20____.

(SEAL)
(MECHANIC AND/OR MATERIALMAN)

WITNESS

ADDRESS:

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 60 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN PRIOR TO THE EXPIRATION OF SUCH 60 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. SECTION 44-14-366.

Exhibit K– General Contractor Insurance Requirements

Project: 195 13th St.

Definitions:

Additional Named Insureds – includes Owner and GC

Lender – is hereby defined to include any lender with an interest in the Project.

Owner – is hereby defined as LMV Thirteenth Piedmont Holding, LP

General Contractor – is hereby defined as LMC Construction, LLC

General Contractor (“Contractor”) minimum insurance requirements:

1. Types of Policies. Contractor shall, obtain and maintain in force at all times from the date of this Agreement the following insurance policies, written by insurance companies whose rating in the most recent Best's Rating Guide, is not less than A(-):VII.
 - (i) **Automobile Liability Insurance:** Coverage shall insure all Owned, Hired and Non- Owned Automobiles, with limits of liability of not less than One Million Dollars (\$1,000,000.00) Bodily Injury and Property Damage (Combined Single Limit).
 - (ii) **Workers’ Compensation Insurance:** Coverage shall insure the Contractor and Contractor’s employees under the Workers’ Compensation and Occupational Disease statutes and other statutes of the State of the Project; together with Employer’s Liability insurance with a One Million Dollars (\$1,000,000.00) limit each accident, One Million Dollars (\$1,000,000.00) by Disease-Policy Limit, and One Million Dollars (\$1,000,000.00) Disease-Each Employee. Coverage shall include the following:
 - (A) **Waiver of Subrogation** in favor of, and naming, Owner and Lender, including their respective parent companies, subsidiaries, and partners, partnerships, affiliated companies, successors and assigns.
 - (iii) **Owned or Leased Property:** It shall be Contractor’s sole responsibility to insure all property, tools, equipment and machinery owned, leased or rented by Contractor and used for construction. Contractor agrees to hold Owner and their respective partners, agents, officers, directors and employees harmless from any and all claims arising from the possession or use of such equipment.
2. Certificate of Insurance. Contractor shall furnish Owner with a certificate of insurance and endorsements or policy of insurance and such other written evidence Owner may reasonably require to confirm the existence of the insurance required hereunder prior to the commencement of the Work, but in no event later than five (5) days following the execution of this Agreement. No such policy shall be canceled except after thirty (30) days’ prior written notice per the terms of the policy. Contractor shall, at the time of renewal for any of these policies, furnish Owner with the appropriate renewal certificate of insurance and required endorsements or copies of said policies. If Contractor fails to procure and maintain the insurance described in this Section, or any portion thereof, Owner shall have the right, but

not the obligation, to procure and maintain the required insurance for and in the name of Contractor and Contractor shall pay the cost thereof and shall furnish all information necessary to acquire and maintain such insurance.

3. Subcontractor Insurance Contractor shall obtain from its Subcontractors (i) no less than the insurance coverages and endorsements set forth in Exhibit "A-1" attached hereto (for all non design/build professionals), (ii) no less than the insurance coverages and endorsements set forth in Exhibit "A-2" attached hereto (for all professionals/design build subcontractors).
4. Insurance a Prerequisite to Entry. **CONTRACTOR, ITS EMPLOYEES, SUPPLIERS, SUBCONTRACTORS AND ANY OTHER PERSONS OR ENTITIES ASSOCIATED WITH THE PERFORMANCE OF THE WORK SHALL NOT COMMENCE THE WORK OR ENTER UPON THE PROJECT SITE PURSUANT TO THIS AGREEMENT UNTIL THE REQUIRED INSURANCE DOCUMENTS (CERTIFICATES AND ENDORSEMENTS) FOR THE CONTRACTOR HAVE BEEN DELIVERED TO AND APPROVED BY OWNER. FAILURE TO MAINTAIN VALID INSURANCE IN ORDER TO ENABLE CONTRACTOR TO COMMENCE THE WORK ON THE COMMENCEMENT DATE OR COMPLETE THE WORK PURSUANT TO THE COMPLETION SCHEDULE SHALL CONSTITUTE CONTRACTOR'S DEFAULT HEREUNDER. CONTRACTOR AND CONTRACTOR'S EMPLOYEES, SUPPLIERS, SUBCONTRACTORS AND OTHER PERSONS OR ENTITIES ASSOCIATED WITH THE PERFORMANCE OF THE WORK SHALL NOT BE PERMITTED ON OWNER'S PROPERTY AT ANY TIME THE INSURANCE COVERAGE REQUIRED FOR THE CONTRACTOR HEREUNDER IS NOT IN EFFECT.**
5. Environmental Insurance. If required by Owner, Contractor or any of its subcontractors performing any kind of pollution remediation work or its equivalent, will need to maintain Contractors Pollution Liability insurance, or its equivalent, in an amount and form to be determined by Owner, depending on the scope of work and level of risk involved.
6. Owner's Insurance. Owner shall obtain and maintain in force at all times from the date of this Agreement the following insurance policies, written by insurance companies whose rating in the most recent Best's Rating Guide, is not less than A(-) VII. Such coverage will be placed by Owner under a project specific policy or master blanket insurance program insuring Owner and Contractor.
 - (i) Commercial General Liability coverage (equivalent in coverage to ISO form CG 00 01) and Umbrella/Excess Liability coverage with total combined limits of not less than **\$[Enter Amount]** per occurrence and in the aggregate.

The policy must include:

- (A) Premises and Operations coverage, including coverage for Explosion, Collapse or Underground Operations, which shall be noted on Certificates of Insurance provided.
- (B) Standard ISO Form CG 00 01 Contractual Liability coverage, or its equivalent, which shall be noted on Certificates of Insurance provided, and a Separation of Insureds clause.
- (C) Independent Contractors' Liability to cover Contractor's liability arising out of work performed by its Subcontractors.
- (D) Personal Injury Coverage with exclusion (a) contractual and (c) employee deleted, as applicable and Advertising Injury.
- (E) An "Additional Named Insured" Endorsement providing both On-Going and Completed Operations coverage (equivalent to ISO form CG 2010 and CG 2037) naming the Lender,

Owner/Company Initial _____

2General Contractor Initial _____

if any, and at least the following as additional insured: **[INSERT APPROPRIATE ENTITIES]** including its respective parent companies, subsidiaries, and partners, partnerships, affiliated companies, successors and assigns”.

- (F) Completed operations coverage for the period of time in which Contractor is potentially liable for claims arising out of the Work, as allowed by the applicable statute of repose in the jurisdiction where the project is located, but in no event longer than ten years from the date the Work is deemed completed.
- (G) If the Work to be performed is on an attached community, there shall be no exclusion for mixed use, attached projects.
- (H) Coverage must be on an “Occurrence” form. “Claims Made” and “Modified Occurrence” forms are not acceptable.
- (I) Such coverage as is afforded by this policy for the benefit of the Additional Named Insured(s) and the Additional Insured(s) is primary and any other coverage maintained by such Additional Named Insureds and Additional Insured(s) shall be non-contributing with the coverage provided under this policy.

It is understood the limits of the General Liability and Excess Liability policies may be part of a blanket liability program and not devoted solely to the Project referred to in this Agreement. Rather, the policy limits may be shared among other projects of the Managing Member maintaining the policies. It is further understood that the blanket liability program provides coverage for construction of apartments only and contains a Condominium Conversion Exclusion. Said exclusion will void all coverage for the original construction as apartments if or when any conversion occurs.

(ii) Builders Risk Insurance Coverage

Unless otherwise agreed, Owner will provide Builders Risk coverage (the “Builders Risk Policy”), covering the Additional Named Insureds and Contractor’s subcontractors as their interest may appear per contract, insuring the Project for special perils coverage, and insure all materials while stored off site or in transit, and other property of any nature that have been installed as a permanent part of the Project, but shall exclude coverage for any owned, rented or leased construction tools, equipment, trailers, vehicles, or other property to be used by the Contractor or any Subcontractor or Supplier at any tier to perform the Work, or brought to the Project Site, or any other property that will not be incorporated into the completed Work. Contractor will be responsible for the deductible up to \$25,000 per occurrence on the Builder’s Risk Policy in the event Contractor and/or Subcontractor are responsible or partially responsible for such loss and/or claim. Contractor agrees that Owner is the sole recipient/director of any loss payments made for any such covered claim that may occur.

In the event the Work is damaged and such damage is covered by the Builders Risk Policy, then Owner shall, in good faith and in a commercially reasonable manner, pursue claims arising from a Builders Risk loss that are covered by the Builders Risk Policy.

Such Builders Risk insurance shall be maintained through project completion unless otherwise provided in the Agreement. Owner shall provide Contractor with a copy of the builder’s risk policy upon written request.

The provisions of Section 6 of this Exhibit A are not intended to nor shall they reduce or diminish any rights Owner may have against Contractor for Contractor’s negligence or misconduct.

7. Notices. All Certificates of Insurance and required endorsements must be addressed and forwarded to:

LMICS Insurance Compliance

P.O. Box 100085 – LN

Duluth, GA 30096

Phone: (951) 766-227

LMI@ebix.com

EXHIBIT A-1

Project: **[INSERT PROJECT NAME]**

Subcontractor shall procure and maintain, at their sole cost and expense, the following:

1. **Workers' Compensation:**

Coverage A. Statutory Benefits

Coverage B. Employers' Liability as follows:

Bodily Injury by accident \$1,000,000 each accident

Bodily Injury by disease \$1,000,000 policy limit

Bodily Injury by disease \$1,000,000 each employee

Where permitted by law, a waiver of subrogation endorsement in favor of and naming Owner, Contractor, Lender including its respective parent companies, subsidiaries, and partners, partnerships, affiliated companies, successors and assigns.

2. **Commercial Auto Coverage:**

Automobile Liability coverage of not less than \$1,000,000 combined single limit, each accident, covering all owned, hired and non-owned autos. If Subcontractor does not have any company owned vehicles, hired and non-owned auto coverage for the Subcontractor must be evidenced through a general liability policy or auto liability policy.

3. **Commercial General Liability:**

Subcontractors and/or its sub-tier contractors that are deemed to be a High Risk are required to carry Commercial General Liability coverage as outlined below of not less than:

Each Occurrence Limit	\$5,000,000
Personal Advertising Injury Limit	\$5,000,000
Products/Completed Operations Aggregate Limit	\$5,000,000
General Aggregate Limit (other than Products/Completed Operations)	\$5,000,000

Subcontractors and/or its sub-tier subcontractors who fall in the Low Risk category as outlined in A-1.2, are required to provide Commercial General Liability coverage as outlined below of not less than:

Each Occurrence Limit	\$1,000,000
Personal Advertising Injury Limit	\$1,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products/Completed Operations)	\$2,000,000

If any subcontractor and/or its sub-tier subcontractors are Not listed in A-1.2, then they are deemed to be a High Risk subcontractor. Coverage for both High and Low risk subcontractors can be satisfied by a combination of both primary and excess liability coverage.

The General Liability policy must include:

- a) Commercial General Liability policy form must be equivalent in coverage to ISO form CG 00 01
- b) Premises and Operations coverage with no explosions, collapse, or underground damage exclusion (XCU).
- c) Products and Completed Operations coverage. Subcontractors agrees to maintain this coverage pursuant to the applicable statute of repose in the state in which the project is located or ten (10) years following completion of its work.
- d) The work “performed on your behalf by a subcontractor” exception to the “Damage to Your Work” exclusion (Exclusion “I” in Section I of the ISO form CG 00 01). No limitation or restriction of this exception is allowed.
- e) Standard ISO CG 00 01 Contractual Liability coverage, or its equivalent which shall be noted on Certificates of Insurance provided, and a Separation of Insureds clause.
- f) An Additional Insured Endorsement including On-Going and Products Completed Operations Coverage (equivalent to ISO form CG 2010 and CG 20 37) naming as additional insured: “Owner, Contractor, Lender, including its respective parent companies, subsidiaries, and partners, partnerships, affiliated companies, successors and assigns.
- g) Coverage must be on an “Occurrence” form. “Claims Made” and “Modified Occurrence” forms are not acceptable.
- h) Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy.
- i) There shall be no residential exclusions, apartment exclusions nor any of their equivalents.
- j) The CGL policy may not be subject to a self-insured retention (SIR) or deductible that exceeds \$10,000. Any and all SIRs must be susceptible of being satisfied under the CGL policy through payments made by additional insureds, co-insurers, and/or insureds other than the First Named Insured.

4. **Property Insurance:**

Subcontractor shall maintain Special Form property insurance (commonly referred to as “all risk” or “special perils” coverage) in an amount equal to the full replacement cost of all Subcontractor’s personal property (for which it has title and/or risk of loss), during its off-Project status, in transit and while stored or worked upon away from, or on, the Project site. All policy proceeds shall be used for the repair or replacement of the property damaged or destroyed. Subcontractor agrees to hold harmless Owner, Contractor, and Lender including its subsidiaries, partners, partnerships, affiliated companies successors and assigns from any and all claims arising from the procession or use of such personal property and/or equipment.

Property Waiver of Subrogation: Subcontractor hereby waives all rights of recovery against Owner, Contractor, Lender including its subsidiaries, partners, partnerships, affiliated companies, successors and assigns, with respect to any loss or damage, including consequential loss or damage, to the Subcontractor’s property caused or occasioned by any peril or perils covered under any policy or policies of property insurance carried by the Subcontractor. Subcontractor shall cause its insurance carriers to consent to such waiver of subrogation.

5. **Other Requirements:**

- a) All policies must be written by insurance companies whose rating in the most recent Best’s Rating Guide is not less than A (-): VII. All coverage forms must be acceptable to Contractor. Subcontractor agrees to provide a full certified copy of any policy maintained by Subcontractor to Contractor upon Contractor’s request therefor.

- b) Certificates of Insurance with the required endorsements evidencing the required coverages must be delivered to the Owner and Contractor prior to commencement of any work under this Subcontract. Such certificates of insurance shall state "All Operations" of Contractor or Subcontractor performed on behalf of Owner and Contractor shall be covered by such insurance. A 30-day notice of cancellation notice, and ten (10) day notice of cancellation for non-payment of premium must be issued per the terms/provisions under the Subcontractor's policy(ies).
- c) If the Subcontractor fails to secure and maintain the required insurance, Owner or Contractor shall have the right (without any obligation to do so, however) to secure same in the name and for the account of Subcontractor in which event the Subcontractor shall pay the costs thereof and furnish upon demand all information that may be required in connection therewith.
- d) Owner and Contractor reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Owner or Contractor's opinion, operations by or on behalf of Subcontractor create higher than normal hazards, and, to require Subcontractor to name additional parties in interest to be Additional Insureds.
- e) Nothing in this Exhibit shall reduce Subcontractor's obligations as set forth in the Contract or any subcontract agreement.

6. Insurance a Prerequisite to Entry. SUBCONTRACTOR, ITS EMPLOYEES, SUPPLIERS, SUB-SUBCONTRACTORS AND ANY OTHER PERSONS OR ENTITIES ASSOCIATED WITH THE PERFORMANCE OF THE WORK SHALL NOT COMMENCE THE WORK OR ENTER UPON THE PROJECT SITE PURSUANT TO THIS AGREEMENT UNTIL THE REQUIRED INSURANCE DOCUMENTS (CERTIFICATES AND ENDORSEMENTS) FOR THE SUBCONTRACTOR HAVE BEEN DELIVERED TO AND APPROVED BY CONTRACTOR. SUBCONTRACTOR AND SUBCONTRACTOR'S EMPLOYEES, SUPPLIERS, SUB-SUBCONTRACTORS AND OTHER PERSONS OR ENTITIES ASSOCIATED WITH THE PERFORMANCE OF THE WORK SHALL NOT BE PERMITTED ON OWNER'S PROPERTY AT ANY TIME THE INSURANCE COVERAGE REQUIRED FOR THE SUBCONTRACTOR HEREUNDER IS NOT IN EFFECT.

EXHIBIT A-1.2

Subcontractor Low Risk Level Schedule

Subcontractor Scope of Work	Risk Level
Appliances (Supply & Installation)	Low
Audio & Video Installation	Low
Bath Accessories – provide and install	Low
Bike Racks - install	Low
Blinds - install	Low
Cabinets – provide or install	Low
Canopy/Awning	Low
Carpentry - Wood Decks	Low
Carpentry Materials	Low
Carpentry/Finish	Low
Carpet – provide and install	Low
Ceramic Tile (Bathroom & Kitchen)	Low
Closet Organizers	Low
Countertops	Low
Electrical – low voltage	Low
Entry Features – monumentation, etc.	Low
Erosion Control	Low
Fences/trellis/gazebo (Wood, Wrought Iron, etc.)	Low
Floor Coverings – Hardwood, Vinyl, Tile, Carpet	Low
Garage Floor Covering/Painting	Low
Gates	Low
Glass Block, glass, mirror – provide and install	Low
Hardware	Low
Iron/Wrought (Interior or Exterior)	Low

Subcontractor Scope of Work	Risk Level
Locksmiths	Low
Mailbox Installation	Low
Mantels/Wood	Low
Millwork & Millwork Suppliers	Low
Mirrors	Low
Parking Lot Stripes/Bumpers	Low
Portable toilets	Low
Screen Enclosures	Low
Shelving	Low
Site Clean-up/Janitorial	Low
Site Preparation	Low
Storage lockers – provide and install	Low
Telephone Repair & Installation	Low
Trash Hauling	Low
Upholsterers	Low
Walls, Block (non-structural/non-retaining)	Low
Walls, Sound	Low
Water and Power, Temporary	Low
Water Truck (Dust Control) - Offsite	Low
Weather-stripping	Low

EXHIBIT A-2

Project: INSERT PROJECT NAME

Subcontractor (Professional Consultants and Design-Build Subcontractors) shall procure and maintain, at their sole cost and expense, the following:

1. Workers' Compensation:

Coverage A. Statutory Benefits

Coverage B. Employers' Liability as follows:

Bodily Injury by accident	\$1,000,000 each accident
Bodily Injury by disease	\$1,000,000 policy limit
Bodily Injury by disease	\$1,000,000 each employee

Where permitted by law, a waiver of subrogation endorsement in favor of and naming Owner, Contractor, Lender including its respective parent companies, subsidiaries, and partners, partnerships, affiliated companies, successors and assigns.

2. Commercial Auto Coverage:

Automobile Liability coverage of not less than \$1,000,000 combined single limit, each accident, covering all owned, hired and non-owned autos. If Subcontractor does not have any company owned vehicles, hired and non-owned auto coverage for the Subcontractor must be evidenced through a general liability policy or auto policy.

3. Commercial General Liability:

Commercial General Liability coverage (equivalent in coverage to ISO form CG 00 01) of not less than:

Each Occurrence Limit	\$5,000,000
Personal Advertising Injury Limit	\$5,000,000
Products/Completed Operations Aggregate Limit	\$5,000,000
General Aggregate Limit (other than Products/Completed Operations)	\$5,000,000

Coverage can be satisfied by a combination of both primary and excess liability coverage.

The General Liability policy must include:

- a) Commercial General Liability policy form must be equivalent in coverage to ISO form CG 00 01
- b) Premises and Operations coverage with no explosions, collapse, or underground damage exclusion (XCU).
- c) Products and Completed Operations coverage. Subcontractors agrees to maintain this coverage pursuant to the applicable statute of repose in the state in which the project is located or ten (10) years following completion of its work.
- d) The work "performed on your behalf by a subcontractor" exception to the "Damage to Your Work" exclusion (Exclusion "I" in Section I of the ISO form CG 00 01). No limitation or restriction of this exception is allowed.
- e) Standard ISO CG 00 01 Contractual Liability coverage, or its equivalent which shall be noted on Certificates of Insurance provided, and a Separation of Insureds clause.
- f) An Additional Insured Endorsement including On-Going and Products Completed Operations Coverage (equivalent to ISO form CG 2010 and CG 20 37) naming as additional insured: "Owner, Contractor, Lender, including its respective parent companies, subsidiaries, and partners, partnerships, affiliated companies, successors and assigns.

- g) Coverage must be on an "Occurrence" form. "Claims Made" and "Modified Occurrence" forms are not acceptable.
- h) Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy.
- i) There shall be no "pollution exclusions", residential exclusions, nor any of their equivalents.
- j) The CGL policy may not be subject to a self-insured retention (SIR) or deductible that exceeds \$10,000. Any and all SIRs must be susceptible of being satisfied under the CGL policy through payments made by additional insureds, co-insurers, and/or insureds other than the First Named Insured.

4. **Professional Liability Insurance:**

For Subcontractors performing Design-Build work, such Subcontractor shall carry, or cause to be carried, Professional Errors and Omissions Insurance, including prior acts coverage sufficient to cover the services under this Agreement, the limits of which shall not be less than \$5,000,000 per claim, \$5,000,000 aggregate with a deductible or self-insured retention amount not greater than \$50,000 with supplementary coverage of Contractual Liability. For Subcontractors performing Professional services only with no design-build, such Subcontractor shall carry, or cause to be carried, Professional Errors and Omissions Insurance, including prior acts coverage sufficient to cover the services under this Agreement, the limits of which shall not be less than \$2,000,000 per claim, \$2,000,000 aggregate with a deductible or self-insured retention amount not greater than \$50,000. Such insurance is to be maintained during the term of this Agreement and for a period of ten years after final payment.

5. **Property Insurance:**

Subcontractor shall maintain Special Form property insurance (commonly referred to as "all risk" or "special perils" coverage) in an amount equal to the full replacement cost of all Subcontractor's personal property (for which it has title and/or risk of loss), during its off-Project status, in transit and while stored or worked upon away from, or on, the Project site. All policy proceeds shall be used for the repair or replacement of the property damaged or destroyed. Subcontractor agrees to hold harmless Owner, Contractor, and Lender including its subsidiaries, partners, partnerships, affiliated companies successors and assigns from any and all claims arising from the procession or use of such personal property and/or equipment.

Property Waiver of Subrogation: Subcontractor hereby waives all rights of recovery against Owner, Contractor, Lender including its subsidiaries, partners, partnerships, affiliated companies, successors and assigns, with respect to any loss or damage, including consequential loss or damage, to the Subcontractor's property caused or occasioned by any peril or perils covered under any policy or policies of property insurance carried by the Subcontractor. Subcontractor shall cause its insurance carriers to consent to such waiver of subrogation.

6. **Other Requirements:**

- a) All policies must be written by insurance companies whose rating in the most recent Best's Rating Guide is not less than A (-): VII. . All coverage forms must be acceptable to Contractor. Subcontractor agrees to provide a full certified copy of any policy maintained by Subcontractor to Contractor upon Contractor's request therefor.
- b) Certificates of Insurance with the required endorsements evidencing the required coverages must be delivered to the Owner and Contractor prior to commencement of any work under this Subcontract. Such certificates of insurance shall state "All Operations" of Contractor or Subcontractor performed on behalf of Owner and Contractor shall be covered by such insurance. A 30-day notice of

cancellation notice, and ten (10) day notice of cancellation for non-payment of premium must be issued per the terms/provisions under the Subcontractor's policy(ies).

- c) If the Subcontractor fails to secure and maintain the required insurance, Owner and Contractor shall have the right (without any obligation to do so, however) to secure same in the name and for the account of Subcontractor in which event the Subcontractor shall pay the costs thereof and furnish upon demand all information that may be required in connection therewith.
- d) Owner and Contractor reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Owner or Contractor's opinion, operations by or on behalf of Subcontractor create higher than normal hazards, and, to require Subcontractor to name additional parties in interest to be Additional Insureds.
- e) Nothing in this Exhibit shall reduce Subcontractor's obligations as set forth in the Contract or any subcontract agreement.

7. Insurance a Prerequisite to Entry. SUBCONTRACTOR, ITS EMPLOYEES, SUPPLIERS, SUB-SUBCONTRACTORS AND ANY OTHER PERSONS OR ENTITIES ASSOCIATED WITH THE PERFORMANCE OF THE WORK SHALL NOT COMMENCE THE WORK OR ENTER UPON THE PROJECT SITE PURSUANT TO THIS AGREEMENT UNTIL THE REQUIRED INSURANCE DOCUMENTS (CERTIFICATES AND ENDORSEMENTS) FOR THE SUBCONTRACTOR HAVE BEEN DELIVERED TO AND APPROVED BY CONTRACTOR. SUBCONTRACTOR AND SUBCONTRACTOR'S EMPLOYEES, SUPPLIERS, SUB-SUBCONTRACTORS AND OTHER PERSONS OR ENTITIES ASSOCIATED WITH THE PERFORMANCE OF THE WORK SHALL NOT BE PERMITTED ON OWNER'S PROPERTY AT ANY TIME THE INSURANCE COVERAGE REQUIRED FOR THE SUBCONTRACTOR HEREUNDER IS NOT IN EFFECT.

Exhibit K

SUBCONTRACTOR INSURANCE REQUIREMENTS – Non-OCIP

Subcontractor shall procure and maintain, at its sole cost and expense, the following insurance coverages:

1. **Workers’ Compensation:**

- Coverage A. Statutory Benefits
- Coverage B. Employers’ Liability limits of not less than:

Bodily Injury by accident	\$1,000,000 each accident
Bodily Injury by disease	\$1,000,000 policy limit
Bodily Injury by disease	\$1,000,000 each employee

Where permitted by law, a waiver of subrogation endorsement in favor of, and naming, **(INSERT APPROPRIATE ENTITIES)** including its respective parent companies, subsidiaries, and partners, partnerships, affiliated companies, successors and assigns.

2. **Commercial Auto Coverage:**

Automobile Liability coverage (equivalent in coverage to ISO form CA 00 01) of not less than \$1,000,000 combined single limit, each accident, covering all owned, hired and non-owned autos. If Subcontractor does not have any company owned vehicles then hired and non-owned auto coverage for the Subcontractor must be evidenced through a general liability policy or auto policy.

3. **Commercial General Liability:**

Commercial General Liability coverage (equivalent in coverage to ISO form CG 00 01) of not less than:

Each Occurrence Limit	\$5,000,000
Personal Advertising Injury Limit	\$5,000,000
Products/Completed Operations Aggregate Limit	\$5,000,000
General Aggregate Limit (other than Products/Completed Operations)	\$5,000,000

Subcontractors and/or its sub-tier subcontractors who fall in the Low Risk category as outlined in Subcontractor Low Risk Schedule are required to provide Commercial General Liability coverage (equivalent in coverage to ISO form CG 00 01) of not less than:

Each Occurrence Limit	\$1,000,000
Personal Advertising Injury Limit	\$1,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products/Completed Operations)	\$2,000,000

If any subcontractor and/or its sub-tier subcontractors are Not listed on the Subcontractor Low Risk Schedule attached, then they are deemed to be a High Risk subcontractor. Coverage for both High and Low risk subcontractors can be satisfied by a combination of both primary and excess liability coverage.

The policy must include:

- a) Premises and Operations coverage with no explosions, collapse, or underground damage exclusion (XCU).
- b) Products and Completed Operations coverage. Subcontractors agrees to maintain this coverage pursuant to the applicable statute of repose in the state in which the project is located or ten (10) years following completion of its work.
- c) The work “performed on your behalf by a subcontractor” exception to the “Damage to Your Work” exclusion (Exclusion “I” in Section I of the ISO form CG 00 01) No limitation or restriction of this exception is allowed.
- d) Standard ISO CG 00 01 Contractual Liability coverage, or its equivalent, and a

Separation of Insureds clause.

- e) An Additional Insured Endorsement including On-Going and Products Completed Operations Coverage (equivalent to ISO form CG 20 10 and CG 20 37) naming as additional insured:
“(INSERT APPROPRIATE ENTITIES) including its respective parent companies, subsidiaries, and partners, partnerships, affiliated companies, successors and assigns”.
- f) Coverage must be on an “occurrence” form. “Claims Made” and “Modified Occurrence” forms are not acceptable.
- g) Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy
- h) There shall be no “pollution” exclusions, residential exclusions, apartment exclusions, nor any of their equivalents.
- i) The CGL policy may not be subject to a self-insured retention (SIR) or deductible that exceeds \$10,000. Any and all SIRs must be susceptible of being satisfied under the CGL policy through payments made by additional insureds, co-insurers, and/or insureds other than the First Named Insured

4. **Property Insurance:**

Subcontractor shall maintain Special Form property insurance (commonly referred to as “all risk” or “special perils” coverage) in an amount equal to the full replacement cost of all Subcontractor’s personal property (for which it has title and/or risk of loss), during its off-Project status, in transit and while stored or worked upon away from, or on, the Project site. All policy proceeds shall be used for the repair or replacement of the property damaged or destroyed. Subcontractor agrees to hold harmless (INSERT APPROPRIATE ENTITIES) including its subsidiaries, partners, partnerships, affiliated companies successors and assigns from any and all claims arising from the procession or use of such personal property and/or equipment.

Property Waiver of Subrogation: Subcontractor hereby waives all rights of recovery against (INSERT APPROPRIATE ENTITIES) including its subsidiaries, partners, partnerships, affiliated companies, successors and assigns, with respect to any loss or damage, including consequential loss or damage, to the Subcontractor’s property caused or occasioned by any peril or perils covered under any policy or policies of property insurance carried by the Subcontractor. Subcontractor shall cause its insurance carriers to consent to such waiver of subrogation.

5. **Other Requirements:**

- a) Subcontractor must ensure all sub-tier subcontractors comply with all insurance requirements outlined in this exhibit.
- b) All policies must be written by insurance companies whose rating in the most recent Best’s Rating Guide is not less than A (-): VII. All coverage forms must be acceptable to Contractor. Subcontractor agrees to provide a full certified copy of any policy maintained by Subcontractor to Contractor upon Contractor’s request therefor.
- c) Certificates of Insurance with the required endorsements evidencing the required coverages must be delivered to the Contractor prior to commencement of any work under this Subcontract. Such certificates of insurance shall state "All Operations" of Subcontractor performed on behalf of Contractor shall be covered by such insurance. A 30-day notice of cancellation notice, and ten (10) day notice of cancellation for non-payment of premium must be issued per the terms/provisions under the Subcontractor’s policy(ies).
- d) If the Subcontractor fails to secure and maintain the required insurance, Contractor shall have the right (without any obligation to do so, however) to secure same in the name and for the account of Subcontractor in which event the Subcontractor shall pay the costs thereof and furnish upon demand all information that may be required in connection therewith.
- e) Contractor reserves the right, but shall have no obligation, to procure the insurance, or any portion thereof, for which Subcontractor is herein responsible and which is described in this section. Contractor shall notify Subcontractor if Contractor exercises its right, whereupon Subcontractor’s responsibility to carry such insurance shall cease and all the premiums and other charges associated with such insurance shall be refunded to the Contractor. Contractor further reserves the right at any time, with thirty (30) days written notice to Subcontractor, to require that Subcontractor resume the

procurement and maintenance of any insurance for which Contractor has elected to procure pursuant to this subsection; in such event, the sums paid to Subcontractor by Contractor shall increase to the extent of any previously agreed and implemented reduction (as noted above) attributable to Contractor's prior assumption of the particular insurance coverages. Such refund shall be equitably pro-rated based upon Subcontractor's completed work at the time of such adjustment.

- f) Contractor reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Contractor's opinion, operations by or on behalf of Subcontractor create higher than normal hazards, and, to require Subcontractor to name additional parties in interest to be Additional Insureds, and included in any required Waiver of Subrogation, Notice of Cancellation, or other endorsement.
- g) Nothing in this Exhibit shall reduce Subcontractor's obligations under this Contract. Subcontractor's procurement and/or maintenance of insurance shall not be construed as a limitation of liability or as full performance of the indemnification and hold harmless provisions of this Agreement.

6. Changes and Modifications:

Any modification or waiver of the insurance requirements to this Agreement, or in any addendum hereto, may only be made with the prior written consent of Contractor.

7. Notices:

All Certificates of Insurance and required endorsements must be addressed and forwarded to:

LMC - Insurance Compliance
P.O. Box 100085 – LN
Duluth, GA 30096

LMI@ebix.com

Subcontractor Low Risk Level Schedule

Subcontractor Scope of Work	Risk Level
Appliances (Supply & Installation)	Low
Audio & Video Installation	Low
Bath Accessories – provide and install	Low
Bike Racks - install	Low
Blinds - install	Low
Cabinets – provide or install	Low
Canopy/Awning	Low
Carpentry - Wood Decks	Low
Carpentry Materials	Low
Carpentry/Finish	Low
Carpet – provide and install	Low
Ceramic Tile (Bathroom & Kitchen)	Low
Closet Organizers	Low
Countertops	Low
Electrical – low voltage	Low
Entry Features – monumentation, etc.	Low
Erosion Control	Low
Fences/trellis/gazebo (Wood, Wrought Iron, etc.)	Low
Floor Coverings – Hardwood, Vinyl, Tile, Carpet	Low
Garage Floor Covering/Painting	Low
Gates	Low
Glass Block, glass, mirror – provide and install	Low
Hardware	Low
Iron/Wrought (Interior or Exterior)	Low

Subcontractor Scope of Work	Risk Level
Locksmiths	Low
Mailbox Installation	Low
Mantels/Wood	Low
Millwork & Millwork Suppliers	Low
Mirrors	Low
Parking Lot Stripes/Bumpers	Low
Portable toilets	Low
Screen Enclosures	Low
Shelving	Low
Site Clean-up/Janitorial	Low
Site Preparation	Low
Storage lockers – provide and install	Low
Telephone Repair & Installation	Low
Trash Hauling	Low
Upholsterers	Low
Walls, Block (non-structural/non-retaining)	Low
Walls, Sound	Low
Water and Power, Temporary	Low
Water Truck (Dust Control) - Offsite	Low
Weather-stripping	Low

Exhibit K

INSURANCE REQUIREMENTS – Cranes

Subcontractor shall procure and maintain, at its sole cost and expense, the following insurance coverages:

1. **Workers’ Compensation:**

Coverage A. Statutory Benefits

Coverage B. Employers’ Liability limits of not less than:

Bodily Injury by accident	\$1,000,000 each accident
Bodily Injury by disease	\$1,000,000 policy limit
Bodily Injury by disease	\$1,000,000 each employee

Where permitted by law, a waiver of subrogation endorsement in favor of, and naming, **(INSERT APPROPRIATE ENTITIES)** including its subsidiaries, parent companies, partners, partnerships, affiliated companies, successors and assigns.

2. **Commercial Auto Coverage:**

Automobile Liability coverage (equivalent in coverage to ISO form CA 00 01) of not less than \$5,000,000 combined single limit, each accident, covering all owned, hired and non-owned autos.

Minimum limits can be achieved through a combination of various primary and umbrella/excess liability policies.

3. **Commercial General Liability:**

Commercial General Liability coverage (equivalent in coverage to ISO form CG 00 01) of not less than:

	<u>Tower Cranes</u>	<u>Other Cranes</u>
Each Occurrence Limit	\$25,000,000	\$10,000,000
Personal Advertising Injury Limit	\$25,000,000	\$10,000,000
Products/Completed Operations Aggregate Limit	\$25,000,000	\$10,000,000
General Aggregate Limit (other than Products/Completed Operations)	\$25,000,000	\$10,000,000

The policy must include:

- a) Premises and Operations coverage with no explosions, collapse, or underground damage exclusion (XCU).
- b) Products and Completed Operations coverage. Subcontractor agrees to maintain this coverage while on the project site.
- c) The work “performed on your behalf by a subcontractor” exception to the “Damage to Your Work” exclusion (Exclusion “I” in Section I of the ISO form CG 00 01). No limitation or restriction of this exception is allowed.
- d) Standard ISO CG 00 01 Contractual Liability coverage, or its equivalent, and a Separation of Insureds clause.
- e) An Additional Insured Endorsement including On-Going and Products Completed Operations Coverage (equivalent to ISO form CG 2010 and CG 20 37) naming as additional insured:
“**(INSERT APPROPRIATE ENTITIES)** including its subsidiaries, parent companies, partners, partnerships, affiliated companies, successors and assigns.”
- f) Coverage must be on an “occurrence” form. “Claims Made” and “Modified Occurrence” forms are not acceptable.
- g) Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy
- h) There shall be no residential exclusions, apartment exclusions, nor any of their equivalents.
- i) The CGL policy may not be subject to a self-insured retention (SIR) or deductible that exceeds \$50,000. Any and all SIRs must be susceptible of being satisfied under

the CGL policy through payments made by additional insureds, co-insurers, and/or insureds other than the First Named Insured.

- j) The General Aggregate shall apply separately on a Per Project basis using form CG2503 or equivalent

Minimum limits can be achieved through a combination of various primary and umbrella/excess liability policies.

4. **Umbrella/Excess Liability:**

In the event that the Subcontractor does not have project specific limits in place for the Umbrella /Excess General Aggregate, then information concerning reduction of coverage on account of revised limits or claims paid under the Umbrella General Aggregate, or both, shall be furnished by the Subcontractor with reasonable promptness in accordance with the Subcontractor's information and belief.

5. **Equipment / Property Insurance:**

It shall be Subcontractor's sole responsibility to insure all personal property and equipment (for which it has title and/or risk of loss). "All Risks" Contractors Equipment coverage on owned, leased or rented construction machinery and equipment (including scaffolding and temporary buildings) used by Subcontractor in the performance of the Work for the full replacement value. Such policy shall waive rights of subrogation by the insurer or insurers against the Owner and Contractor.

Subcontractor agrees to hold harmless **INSERT APPROPRIATE ENTITIES** and their respective subsidiaries, partners, partnerships, affiliated companies, successors and assigns from any and all claims arising from the possession or use of such personal property and/or equipment. Subcontractor hereby waives all rights of recovery against Lennar Corporation including its subsidiaries, partners, partnerships, affiliated companies, successors and assigns, with respect to any loss or damage, including consequential loss or damage, to the Subcontractor's property caused or occasioned by any peril or perils covered under any policy or policies of property insurance carried by the Subcontractor. Subcontractor shall cause its insurance carriers to consent to such waiver of subrogation.

6. **Professional Liability or Errors and Omissions Insurance:**

For Crane Inspection Services, Professional Liability or Errors and Omissions coverage of not less than \$2,000,000 per claim, \$2,000,000 aggregate, with a deductible or self-insured retention amount not greater than \$50,000. Such insurance shall include prior acts coverage sufficient to cover the services under this Agreement and Contractual Liability to cover liability assumed under this Agreement, to the extent insurable under such Professional Liability Insurance. Such insurance is to be maintained during the term of this Agreement and for a period of ten years after final payment. If the Work to be performed is on an attached community, there shall be no exclusion for attached or condominium projects.

7. **Crane Liability and Riggers Legal Liability Insurance and Requirements:**

Subcontractor will maintain property damage insurance for the Crane and Riggers Liability insurance with minimum limits of \$5,000,000 per occurrence (claims made policies are not acceptable unless approved by Owner in writing and are subject to additional insurance requirements) covering loss or damage to all property, including not only property in operator's care, custody and control but also consequential damage to all other property arising from all Crane and/or Rigging operations. The insurance coverages will be the broadest form available including, Boom Overload and Collapse, Over-the Road Liability, Debris Removal, Preservation of Property and if applicable, Property in Transit.

- a) All operators must be license per Federal, State or Local requirements.
- b) All signal persons must be documented as "qualified".
- c) All riggers must be documented as "qualified riggers".
- d) Crane certification, maintenance and inspection programs must be current, updated, and shall be kept on site at all times. Adhere to all current OSHA Standards, including OSHA Standard # 1926.1427, and any subsequent revisions.
- e) A critical lift program must be in place and is required for lifts with a capacity of 75% or more of the load chart.

- f) Formal plan and identified personnel must be in place for assembly and disassembly of crane.
- g) Utility contact prevention must be in place.
- h) Formal plan to address and identify wind and weather considerations.
- i) The swing radius of all cranes should have a barricade to prevent unauthorized entry.

Each crane is to be inspected prior to it being placed in operations by either a third party inspection company, or the crane company that provides these services.

8. Other Requirements:

- a) Subcontractor must ensure all sub-tier subcontractors comply with all insurance requirements outlined in this exhibit.
- b) All policies must be written by insurance companies whose rating in the most recent Best's Rating Guide is not less than A (-): VII. All coverage forms must be acceptable to Contractor. Subcontractor agrees to provide a full certified copy of any policy maintained by Subcontractor to Contractor upon Contractor's request therefor.
- c) Certificates of Insurance with the required endorsements evidencing the required coverages must be delivered to the Contractor prior to commencement of any work under this Subcontract. Such certificates of insurance shall state "All Operations" of Subcontractor performed on behalf of Contractor shall be covered by such insurance. A 30-day notice of cancellation notice, and ten (10) day notice of cancellation for non-payment of premium must be issued per the terms/provisions under the Subcontractor's policy(ies).
- d) Contractor reserves the right, but shall have no obligation, to procure the insurance, or any portion thereof, for which Subcontractor is herein responsible and which is described in this section. Contractor shall notify Subcontractor if Contractor exercises its right, whereupon Subcontractor's responsibility to carry such insurance shall cease and all the premiums and other charges associated with such insurance shall be refunded to the Contractor. Contractor further reserves the right at any time, with thirty (30) days written notice to Subcontractor, to require that Subcontractor resume the procurement and maintenance of any insurance for which Contractor has elected to procure pursuant to this subsection; in such event, the sums paid to Subcontractor by Contractor shall increase to the extent of any previously agreed and implemented reduction (as noted above) attributable to Contractor's prior assumption of the particular insurance coverages. Such refund shall be equitably pro-rated based upon Subcontractor's completed work at the time of such adjustment.
- e) Contractor reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Contractor's opinion, operations by or on behalf of Subcontractor create higher than normal hazards, and, to require Subcontractor to name additional parties in interest to be Additional Insureds, and included in any required Waiver of Subrogation, Notice of Cancellation, or other endorsement.
- f) Nothing in this Exhibit shall reduce Subcontractor's obligations under this Contract. Subcontractor's procurement and/or maintenance of insurance shall not be construed as a limitation of liability or as full performance of the indemnification and hold harmless provisions of this Agreement.

10. Changes and Modifications:

Any modification or waiver of the insurance requirements to this Agreement, or in any addendum hereto, may only be made with the prior written consent of Contractor.

11. Notices:

All Certificates of Insurance and required endorsements must be addressed and forwarded to:

Lennar Multifamily Communities, LLC
P.O. Box 100085 – LN
Duluth, GA 30096
Phone: (951) 766-2274

LMI@ebix.com

EXHIBIT K

Professional and Design-Build Subcontractor Insurance Requirements

Subcontractor (Professional Consultants and Design-Build Subcontractors) shall procure and maintain, at their sole cost and expense, the following:

1. Workers' Compensation:

Coverage A. Statutory Benefits

Coverage B. Employers' Liability as follows:

Bodily Injury by accident	\$1,000,000 each accident
Bodily Injury by disease	\$1,000,000 policy limit
Bodily Injury by disease	\$1,000,000 each employee

Where permitted by law, coverage must include a waiver of subrogation endorsement in favor of and naming Owner, Contractor, Lender, including its subsidiaries, parent companies, partners, partnerships, affiliated companies, successors and assigns.

2. Commercial Auto Coverage:

Automobile Liability coverage of not less than \$1,000,000 combined single limit, each accident, covering all owned, hired and non-owned autos. If Subcontractor does not have any company owned vehicles, hired and non-owned auto coverage for the Subcontractor must be evidenced through a general liability policy or auto policy.

3. Commercial General Liability:

Commercial General Liability coverage (equivalent in coverage to ISO form CG 00 01) of not less than:

Each Occurrence Limit	\$5,000,000
Personal Advertising Injury Limit	\$5,000,000
Products/Completed Operations Aggregate Limit	\$5,000,000
General Aggregate Limit (other than Products/Completed Operations)	\$5,000,000

Coverage can be satisfied by a combination of both primary and excess liability coverage.

The General Liability policy must include:

- Premises and Operations coverage with no explosions, collapse, or underground damage exclusion (XCU).
- Products and Completed Operations coverage. Subcontractors agrees to maintain this coverage for a minimum of ten (10) years) following completion of its work.
- The work "performed on your behalf by a subcontractor" exception to the "Damage to Your Work" exclusion (Exclusion "I" in Section I of the ISO form CG 00 01). No limitation or restriction of this exception is allowed.
- Standard ISO CG 00 01 Contractual Liability coverage, or its equivalent which shall be noted on Certificates of Insurance provided, and a Separation of Insureds clause.
- An Additional Insured Endorsement including On-Going and Products Completed Operations Coverage (equivalent to ISO form CG 2010 and CG 20 37) naming as additional insured:

"Owner, Contractor, Lender, including its subsidiaries, parent companies, and

LMC Contractor_____

Subcontractor_____

- partners, partnerships, affiliated companies, successors and assigns.
- f) Coverage must be on an "Occurrence" form. "Claims Made" and "Modified Occurrence" forms are not acceptable.
 - g) Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy.
 - h) There shall be no "pollution exclusions", residential exclusions, nor any of their equivalents.
 - i) The CGL policy may not be subject to a self-insured retention (SIR) or deductible that exceeds \$10,000. Any and all SIRs must be susceptible of being satisfied under the CGL policy through payments made by additional insureds, co-insurers, and/or insureds other than the First Named Insured.

4. Professional Liability Insurance:

For Subcontractors performing Professional services and/or Design-Build work, such Subcontractor shall carry, or cause to be carried, Professional Errors and Omissions Insurance, including prior acts coverage sufficient to cover the services under this Agreement, the limits of which shall not be less than \$5,000,000 per claim, \$5,000,000 aggregate with a deductible or self-insured retention amount not greater than \$50,000 with supplementary coverage of Contractual Liability. Such insurance is to be maintained during the term of this Agreement and for a period of ten years after final payment.

5. Property Insurance:

Subcontractor shall maintain Special Form property insurance (commonly referred to as "all risk" or "special perils" coverage) in an amount equal to the full replacement cost of all Subcontractor's personal property (for which it has title and/or risk of loss), during its off-Project status, in transit and while stored or worked upon away from, or on, the Project site. All policy proceeds shall be used for the repair or replacement of the property damaged or destroyed. Subcontractor agrees to hold harmless **(INSERT APPROPRIATE ENTITIES)** including its subsidiaries, partners, partnerships, affiliated companies successors and assigns from any and all claims arising from the procession or use of such personal property and/or equipment.

Property Waiver of Subrogation: Subcontractor hereby waives all rights of recovery against **(INSERT APPROPRIATE ENTITIES)** including its subsidiaries, partners, partnerships, affiliated companies, successors and assigns, with respect to any loss or damage, including consequential loss or damage, to the Subcontractor's property caused or occasioned by any peril or perils covered under any policy or policies of property insurance carried by the Subcontractor. Subcontractor shall cause its insurance carriers to consent to such waiver of subrogation.

6. Other Requirements:

- a) Subcontractor must ensure all sub-tier subcontractors carry the same coverage as required above.
- b) All policies must be written by insurance companies whose rating in the most recent Best's Rating Guide is not less than A (-): VII. All coverage forms must be acceptable to Contractor. Subcontractor agrees to provide a full certified copy of any policy maintained by Subcontractor to Contractor upon Contractor's request therefor.

- c) Certificates of Insurance with the required endorsements evidencing the required coverages must be delivered to the Owner and Contractor prior to commencement of any work under this Subcontract. Such certificates of insurance shall state “All Operations” of Contractor or Subcontractor performed on behalf of Owner and Contractor shall be covered by such insurance. A 30-day notice of cancellation notice, and ten (10) day notice of cancellation for non-payment of premium must be issued per the terms/provisions under the Subcontractor’s policy(ies).
- d) If the Subcontractor fails to secure and maintain the required insurance, Owner and Contractor shall have the right (without any obligation to do so, however) to secure same in the name and for the account of Subcontractor in which event the Subcontractor shall pay the costs thereof and furnish upon demand all information that may be required in connection therewith.
- e) Owner and Contractor reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Owner or Contractor’s opinion, operations by or on behalf of Subcontractor create higher than normal hazards, and, to require Subcontractor to name additional parties in interest to be Additional Insureds.

7. Changes and Modifications:

Any modification or waiver of the insurance requirements to this Agreement, or in any addendum hereto, may only be made with the prior written consent of Contractor.

8. Notices:

All Certificates of Insurance and required endorsements must be addressed and forwarded to:

LMICS - Insurance Compliance
PO Box 100085 – LN
Duluth, GA 30096

Phone: (951) 766-2274

LMI@ebix.com

Exhibit L

Contractors Safety and Loss Plan

Contractor Safety Plan can be accessed by the following link:

<https://lennar.box.com/s/6yzjd7ox86rse1k2fyn2og3v48t26n7c>

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Exhibit "M"
GMP and General Requirements Breakdown

Division	Cost Code	Description	Amount
01	01-3100	Project Management	
01	01-3123	Project Management Software	
01	01-3150	General Labor/Temp Labor	
01	01-3216	Scheduling	
01	01-3230	Job Photos	
01	01-3260	Blueprinting/copying	
01	01-4114	Legal	
01	01-4516	Contractor Quality control	
01	01-5113	Temp Electric	
01	01-5126	Temp Lighting	
01	01-5136	Temp Water	
01	01-5140	Cell Phone	
01	01-5200	Temp Office	
01	01-5205	Office Furnishings	
01	01-5206	Office Equipment	
01	01-5210	Office Supplies	
01	01-5217	Drinking Water	
01	01-5220	Toilets	
01	01-5250	Safety	
01	01-5300	Temporary construction	
01	01-5415	Equipment Rental	
01	01-5450	Small Tools	
01	01-5500	Parking & Vehicle Access	
01	01-5600	Temporary Barriers	
01	01-5800	Signage	
01	01-5930	Travel	
01	01-6510	Shipping & Freight	
01	01-7400	Cleaning & Dumpsters	
01	01-7510	Punch Laabor	
01	01-7511	Punch Material	
01 Total		General Conditions	
02	02-2100	Surveys	
02	02-4100	Demolition	
02 Total		Existing Conditions	
03	03-3000	Cast-In-Place Concete	
03 Total		Concrete	
04	04-2000	Unit Masonry	
04 Total		Masonry	
05	05-1000	Structural Metal Framing	
05	05-5000	Metal Fabrications	
05	05-5200	Metal Railings	
05	05-7000	Decorative Metals	
05 Total		Metals	
06	06-1000	Rough Carpentry	
06	06-2000	Finish Carpentry	

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Exhibit "M"
GMP and General Requirements Breakdown

06 Total		Wood and Plastics	
07	07-1000	Dampproofing & Waterproofing	
07	07-1800	Traffic Coatings	
07	07-2100	Thermal Insulation	
07	07-4000	Roofing & Siding Panels	
07	07-5000	Membrane Roofing	
07	07-6100	Metal Roofing	
07	07-8100	Applied Fireproofing	
07 Total		Thermal and Moisture	
08	08-1000	Doors and Frames	
08	08-3300	Coiling Door	
08	08-3500	Folding Door	
08	08-3600	Panel Doors	
08	08-7100	Door Hardware	
08	08-8000	Glazing	
08	08-8300	Mirrors	
08 Total		Openings	
09	09-0550	Rough Clean	
09	09-0551	Final Clean	
09	09-2000	Plaster	
09	09-2900	Gypsum Board	
09	09-2901	Ext. Metal Framing	
09	09-3000	Tiling	
09	09-6000	Flooring	
09	09-6800	Carpet	
09	09-9100	Painting	
09	09-9900	Clubhouse	
09 Total		Finishes	
10	10-1400	Signage	
10	10-2800	Toilet, Bath & Laundry Access	
10	10-2819	Shower Doors	
10	10-4400	Fire Protection Specialties	
10	10-5000	Storage Specialties	
10	10-5500	Postal Specialties	
10	10-5700	Wardrobe & Closet Specialties	
10 Total		Specialties	
11	11-1200	Parking Equipment	
11	11-3100	Residential Appliances	
11	11-8226	Waste Compactor	
11 Total		Equipment	
12	12-2100	Window Coverings	
12	12-3000	Casework	
12	12-3700	Countertops	
12	12-9300	Site Furnishings	
12 Total		Furnishings	
13	13-1100	Swimming Pools	
13	13-1900	Dog Wash	

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Exhibit "M"

GMP and General Requirements Breakdown

13 Total		Special Construction	
14	14-2000	Elevators	
14	14-2610	Buckhoist	
14	14-8300	Window Washing Systems	
14	14-9100	Trash chutes	
14	14-9101	Temp Trash Chutes	
14 Total		Conveying Systems	
21	21-1000	Fire Suppression	
21 Total		Fire Suppression	
22	22-1000	Plumbing	
22 Total		Plumbing	
23	23-1000	HVAC	
23 Total		HVAC	
26	26-1000	Electrical	
26 Total		Electrical	
27	27-1000	Structured Cabling	
27 Total		Communications	
28	28-1300	Access Control	
28	28-2300	Video Surveillance/CCTV	
28	28-3100	Fire Detection & Alarm	
28 Total		Electronic Safety and Security	
31	31-2200	Grading	
31	31-2500	SWPPP	
31	31-4000	Shoring & Underpinning	
31	31-6600	Special Foundations	
31 Total		Earthwork	
32	32-1200	Flexible Paving	
32	32-1202	Mill & Overlay	
32	32-1700	Paving Specialties/Striping	
32	32-3000	Site Improvements	
32	32-3100	Fences and Gates	
32	32-9000	Landscape	
32	32-9000	Landscape Irrigation	
32 Total		Exterior Improvements	
33	33-0900	Water Submeters	
33	33-1000	Water Utilities	
33 Total		Utilities	
34	34-0000	Transportation	
34 Total		Transportation	
99	99-1015	Permits	
99	99-1000	Construction Contingency	
99	99-2000	Fee	
99 Total			
Grand Total			

195 13th St.

Exhibit N Weather Matrix

Assumes Start date of 8/7

[illegible]