

**STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**  
*COST OF THE WORK PLUS A FEE with a negotiated Guaranteed Maximum Price*

**AGREEMENT** made as of the 21st day of August, 2025.

**BETWEEN the Owner:**

SRMPerle LLC  
111 N Post Suite 200  
Spokane, WA 99201

**and the Contractor:**

SRM Construction, INC.  
111 N. Post, Suite 200  
Spokane, WA 99201

**The Project is:**

The Perle Apartments  
10621 NE 12<sup>th</sup> Street  
Bellevue, WA 98004

**The Architect is:**

Studio Meng Strazzara  
2001 Western Avenue Suite 200  
Seattle, WA 98101

In consideration of the covenants and conditions contained herein, the undersigned agree as follows:

**1.0 THE CONTRACT DOCUMENTS**

Contractor agrees to be bound by all of the terms of this “**Agreement**”, the “**General Conditions**” here following, any Exhibits, Appendices, Drawings, Specifications, Addenda, and Change Orders issued after execution of this Agreement (collectively referred to as the “**Contract Documents**”), all of which are incorporated herein by this reference, and together form the “**Contract.**” The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral.

**Exhibit descriptions:**

- A. Project Budget
- B. Key Personnel
- C. Value Engineering Log
- D. Schedule of Allowances
- E. Project CPM Schedule
- F. Project Documents
- G. Insurance Exhibit
- H. Schedule of Assumptions and Qualifications

## 2.0 **THE WORK OF THIS CONTRACT**

Contractor shall provide all supervision, materials, labor, supplies, services, equipment, and all other items necessary to complete the Project (hereafter referred to as the “**Work**”) and which is described in the Contract Documents as defined in the attached General Conditions and as further described in the Appendices hereto. The Project will generally consist of: A 7 story 230 unit apartment project (including 10 live/work lofts) with two levels of subterranean parking, 2 levels of Type IA structural concrete and 5 levels of Type VA wood framing over the 3<sup>rd</sup> floor transfer deck. Amenity areas include fitness center, two club rooms, individual working space, leasing office, mail/parcel area, exterior courtyard with two dog relief areas.

## 3.0 **BASIS OF PAYMENT**

### 3.1 **Contract Sum and Guaranteed Maximum Price**

Subject to the provisions of the Contract Documents, Owner agrees to pay Contractor in current funds as full compensation for performance of the Work, the Contract Sum. The “**Contract Sum**” shall be the total sum of the Cost of Work, which includes the Contractor’s General Conditions as set forth in Section 6.6 of the General Conditions, Contractor’s Fee, and Contractor’s Contingency as defined below. The sum of the Cost of the Work, Contractor’s Fee, and Contractor’s Contingency is guaranteed by the Contractor not to exceed Seventy Million Three Hundred Sixty Eight Thousand Nine Hundred Twenty Three U.S. Dollars (U.S. \$70,368,923.00) (the “**Guaranteed Maximum Price**” or “**GMP**”), subject to additions and deductions by Change Order as provided in the Contract Documents. Costs other than those defined in Section 6.6 of the General Conditions, which would cause the GMP to be exceeded shall be paid by the Contractor without reimbursement by the Owner. The GMP does not include sales, consumer, use and similar taxes for the Work (collectively, the “**Sales and Use Tax**”), which shall be paid by Contractor and reimbursed by Owner in accordance with Section 6.1.3.

### 3.2 **Cost of Work**

Owner will pay Contractor the Cost of the Work subject to the Guaranteed Maximum Price. “**Cost of the Work**” shall mean direct and actual costs including rates and, if applicable, fixed percentage amounts used to calculate insurance, labor burden, and small tools, all as defined in Exhibit A, necessarily incurred by the Contractor in the proper performance of the Work. Such costs shall be at rates set forth in this Agreement. The reimbursable and non-reimbursable Cost of the Work items shall include only the items set forth and defined in Section 6.6, General Conditions, subject to additions and deductions as provided in the Contract Documents.

### 3.3 **Contractor’s General Conditions**

The “**Contractor’s General Conditions**” costs shall be for the items identified within Contractor’s General Conditions, further defined in Exhibit A and Section 6.6. Payment shall be based upon Contractor’s actual costs, rates, and if applicable other fixed percentage amounts used to calculate Insurance, Labor Burden, and/or small tools. The Contractor’s General Conditions costs shall be a Cost of the Work as provided in Section 6.6, and are included within the GMP.

### 3.4 **Contractor’s Contingency**

3.4.1 A “**Contractor’s Contingency**” in the amount of One Million Three Hundred Twenty Thousand Three Hundred Sixty-Six U.S. Dollars (U.S. \$1,320,366.00) based on two percent (2%) of the estimated cost of the work set forth in Exhibit A (less Contractor’s Fee, and Contractor’s Contingency), shall be included in the GMP for the exclusive use of the Contractor for any unexpected Cost of the Work items that are not otherwise reimbursable and do not constitute a change in the Work as defined in the General Conditions.

3.4.2 Within one hundred twenty (120) days of the date of this Agreement or as otherwise agreed, Contractor shall, only after disclosing the results of all competitive bids to Owner, award all subcontracts with a total amount payable thereunder of \$100,000 or more. Buy-out savings shall be allocated to the Contractor’s Contingency

up to a maximum amount of One Million Three Hundred Thousand U.S. Dollars (U.S. \$1,300,000). Buy-out savings in excess of One Million Three Hundred Thousand U.S. Dollars (U.S. \$1,300,000) shall be allocated to the Owner's Contingency.

- 3.4.3 Aggregate savings, if any, shall be allocated to the Owner upon Final Completion.
- 3.4.4 The Contractor may apply an amount up to but not exceeding the Contractor's Contingency towards cost overruns, circumstances in which actual cost of an item exceeds the amount allocated to such item in the GMP, warranty costs prior to Final Completion and all reimbursable costs allowed by this Agreement. Any unexpended Contractor's Contingency at Final Completion shall accrue solely to Owner up to the original 2% set forth in Section 3.4.1. Contractor shall provide a monthly report projecting the current status and use of the Contractor's Contingency.
- 3.4.5 Contractor's Contingency is not intended to cover Owner directed changes, to increase Project scope or systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated into the Contract via Change Order to increase the GMP in accordance with the definition of Change Orders within this Agreement.
- 3.4.6 Notwithstanding anything to the contrary, under no circumstances shall the Contractor's Contingency be used to cover any costs arising from Contractor or its affiliates' negligence, misconduct, misappropriation, fraud, criminal conduct, or other bad actions, including breach of the Contract, the SRMPERLE JV Agreement, loan documents, or any related agreement.
- 3.4.7 It is understood by the parties to this Agreement that, prior to the execution of this Agreement, a Value Engineering exercise was completed and the Value Engineering Items set forth in Exhibit C have been agreed and shall be reflected in the GMP.

### **3.5 Contractor's Fee**

- 3.5.1 The Contractor's Fee shall be four and a half percent (4.5%) of the actual Cost of the Work. The Contractor's Fee shall be inclusive of (a) all overhead and profit (including Contractor's markup to all Subcontracts), and (b) all other costs and expenses of Contractor performing the Work, other than the Cost of the Work.
- 3.5.2 The Contractor's Fee shall be paid in monthly instalments based on the percentage of completion as stated in the schedule of values.
- 3.5.3 The Contractor's Fee shall not be subject to adjustment for any reason.

## **4.0 SCOPE OF WORK CLARIFICATIONS**

### **4.1 Bond**

Contractor is not required to provide payment and performance bond(s).

### **4.2 Design-Build Components**

The Contractor, itself and/or by and through its Subcontractor(s), shall perform all design and engineering services necessary for the following scope of Work, in addition to other elements of the Project as identified to be designed or engineered by the Contractor in the Contract Documents and as identified in Drawings and Specifications, **Exhibit F**:

Emergency Responder Radio Communication System (ERRCS) Distributed Antennae System

Cellular Digital Antennae System

CCTV

Access Control

Audio Video

**4.3 Alternates**

4.3.1 The GMP includes the following Alternates accepted by the Owner as of the date of this Agreement:

*See Exhibit C*

**4.4 Unit prices**

Unit prices, if any, are as follows:

*See Exhibit A*

**4.5 Allowances**

Allowances, if any, are as follows:

*See Exhibit D*

**4.6 Construction and Finish Standards**

Contractor expressly agrees that all Work shall strictly conform to the quality and finish standards which are set forth in the Plans and Specifications (**Exhibit F**).

**4.7 Schedule of Assumptions and Qualifications**

The Work is based on certain Assumptions and Qualifications set forth in Exhibit H.

**5.0 CONTRACT TIME**

5.1 Contractor shall commence the Work upon receipt of a Notice to Proceed which shall fix the “**Commencement Date**.”

5.2 The Contract Time shall be measured from the Commencement Date

5.3 Subject to adjustments of the Contract Time as provided in the Contract Documents, Contractor shall achieve Substantial Completion of the entire Work not later than 823 calendar days after the Commencement Date (the “**Guaranteed Substantial Completion Date**”).

5.4 The Contractor shall achieve Final Completion within sixty (60) days after achieving Substantial Completion (the “**Guaranteed Final Completion Date**”). If the Contractor fails to achieve Final Completion by the Guaranteed Final Completion Date, then the Owner may provide written notice to the Contractor that the Owner intends to complete any portion of the Work that is then incomplete. If the Contractor fails to commence completion and diligently proceed with such portion of the Work within seven (7) days after the Owner delivers such notice to the Contractor, then the Owner may complete such portion of the Work. In such an event, the Guaranteed Maximum Price shall be reduced by 110% of the amount of the costs incurred by the Owner in completing such portion of the Work, and the Contractor shall pay to the Owner any amount that must be paid on account of such adjustment.

**5.5 Liquidated damages**

5.5.1 The Owner and the Contractor acknowledge and agree that if the Contractor does not achieve Substantial Completion of the entire Work by the Guaranteed Substantial Completion Date, (a) the Owner will suffer

substantial loss of income and revenue and other damages and losses, including, loss of business and loss or damage to reputation, business relationships and goodwill; and (b) the actual amount of damages which the Owner would suffer would be extremely difficult and impracticable to ascertain.

5.5.2 If the Contractor does not achieve Substantial Completion of the entire Work by the Guaranteed Substantial Completion Date, then the following sums shall constitute a reasonable estimate of the amount of damages for such delay, and the Contractor shall pay such sum to the Owner as liquidated damages for each day or portion of a day that Substantial Completion of the entire Work is delayed beyond the Guaranteed Substantial Completion Date:

Period	Delay Liquidated Damages
0 – 15 days	U.S. \$0
16 – 40 days	U.S. \$1,500 per day (calculated from day 1)
41 – 70 days	U.S. \$2,500 per day
71 + days	U.S. \$3,500 per day

For purposes of explanation and example only, if Contractor achieves Substantial Completion:

- 15 days after the Guaranteed Substantial Completion Date, then Contractor owes U.S. \$0 in delay liquidated damages;
- 30 days after the Guaranteed Substantial Completion Date, then Contractor owes U.S. \$45,000 (30 days x U.S. \$1,500) in delay liquidated damages; and
- 50 days after the Guaranteed Substantial Completion Date, then Contractor owes U.S. \$85,000 (40 days x U.S. \$1,500 = U.S. \$60,000) + (10 days x U.S. \$2,500 = U.S. \$25,000) in delay liquidated damages.

5.5.3 The liquidated damages set forth above are intended to compensate the Owner solely for the Contractor’s failure to achieve Substantial Completion of the entire Work by the Guaranteed Substantial Completion Date, and shall in no manner limit the Owner’s right to recover damages from the Contractor for any default other than the Contractor’s failure to achieve Substantial Completion of the entire Work by the Guaranteed Substantial Completion Date or Owner’s other remedies.

5.5.4 The parties waive and are estopped from contesting the validity or enforceability of such liquidated damages clause and the daily liquidated damage amounts set forth in Section 5.5.2.

5.5.5 The total delay liquidated damages assessed against Contractor shall not exceed a cumulative amount of One Million U.S. Dollars (U.S. \$1,000,000).

**6.0 MISCELLANEOUS PROVISIONS**

6.1 Contractor acknowledges it has been provided with a copy of that certain Limited Liability Company Agreement of SRMPERLE HOLDCO, LLC, dated as of the date hereof, by and among Haseko Member No. 6, LLC (“Investor Member”), and PERLEBELLEVUE, LLC (as amended from time to time, the “SRMPERLE JV Agreement”), that this Agreement is an “Affiliate Agreement” under the SRMPERLE JV Agreement and that Investor Member has certain approval and consent rights under the SRMPERLE JV Agreement with respect to any Modification, instruction, waiver, consent, approval, enforcement right or other action that may be taken by Owner hereunder (each an “Owner Action”). To the extent the SRMPERLE JV Agreement provides that Owner may take any Owner Action only with the consent or

approval of Investor Member, such Owner Action shall not be effective unless and until Investor Member provides such consent or approval in writing. The Owner and the Contractor hereby acknowledge and agree that: (a) the Contractor shall make the site of the Work available at reasonable times for inspection by the Investor Member and its representative(s); (b) the Contractor shall transmit to Investor Member copies of all notices and Claims from the Contractor to the Owner at the same time that the Contractor delivers such items to the Owner; (c) Investor Member shall have the authority to evaluate, make decisions on behalf of Owner and take action with respect to (i) issuing Change Orders and Construction Change Directives, (ii) any determination of any default or breach under this Agreement, (iii) any decision to waive a default or breach, (iv) any granting or withholding of any consent requested under this Agreement, (v) the taking of any enforcement action under this Agreement or termination thereof, and (vi) the making of any decisions, agreements, directions, or approvals under this Agreement; provided, that, in each case Investor Member may delegate or elect not to exercise such authority and Owner shall remain liable for performing Owner's obligations under the Contract Documents; and (d) Investor Member has not assumed, in its personal capacities, any of the obligations of Owner or Contractor under the Contract Documents.

## **6.2 Notices**

### **6.2.1 The Owner's representative is:**

Ryan B. Leong  
SRM Development (509) 455-5477  
111 N. Post Street, Suite 200  
Spokane, WA 99201

### **6.2.2 The Contractor's representatives are:**

Trevor Ashenbrenner (509) 481-1890  
SRM Construction, Inc. (509) 455-5477  
111 N. Post, Suite 200  
Spokane, WA 99201

### **6.2.3 The Investor Members are:**

Haseko North America, Inc.  
3121 Michelson Drive, Suite 550  
Irvine, California 92612  
Attention: Kain Matsumoto  
Email: kmatsumoto@haseko.com

Haseko North America, Inc.  
3121 Michelson Drive, Suite 550  
Irvine, California 92612  
Attention: Laurie Mathers  
Email: lmathers@haseko.com

Haseko North America, Inc.  
3121 Michelson Drive, Suite 550  
Irvine, California 92612  
Attention: Matthew Tuverson  
Email: mtuverson@haseko.com

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

**6.3** The Owner and Contractor respectively bind themselves, their successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Contractor shall not assign its rights or duties under the Contract, in whole or in part, without the express written consent of the Owner. If Contractor attempts to make such an assignment without such consent, Contractor shall nevertheless remain legally responsible for all obligations under the Contract.

IN WITNESS WHEREOF, Owner and Contractor have executed this Agreement.

**SRMPerle LLC**

By: Ryan Leong

*(Authorized Signature)*

Its: Authorized Member

Date: 8/22/2025 | 7:10 AM PDT

**SRM Construction, Inc.**

By: Trevor Dshenbrenner

*(Authorized Signature)*

Its: President

*(President)*

Date: 8/22/2025 | 10:01 AM PDT

## GENERAL CONDITIONS

### ARTICLE 1 GENERAL PROVISIONS

#### 1.1 Basic Definitions

- 1.1.1 The Contract Documents are defined in Section 1.0 of the Agreement. A modification is a Change Order or a written amendment to this Agreement signed by both parties, or a Construction Change Directive issued by the Owner in accordance with Article 7. The Contractor's bid proposal is not a Contract Document.
- 1.1.2 The term "**Work**" means the construction and services required of the Contractor under the Contract Documents to construct the Project. The Work comprises the completed construction required by the Contract Documents and includes all labor, services materials, procurement, equipment, installation, supervision, supplies, fixtures, tools, implements, equipment, transportation, and preconstruction services (including, estimating, budgeting, scheduling, consultation on materials, constructability, reliability and maintenance, and value engineering) and all other items, construction and services necessary to construct and complete the Project pursuant to the Contract Documents, including corrective work.
- 1.1.3 The term "**Project**" refers to the construction of the facility described in the Construction Documents identified in **Exhibit F**.
- 1.1.4 "**Applicable Law**" means all laws, statutes, ordinances, certifications, orders, decrees, injunctions, licenses, permits, approvals, agreements, rules and regulations, including any conditions thereto, of any governmental instrumentality having jurisdiction over any party, all or any portion of the Site or the Project or performance of all or any portion of the Work, or other legislative or administrative action of a governmental instrumentality, or a final decree, judgment or order of a court which relates to the performance of Work hereunder or the interpretation or application of the Contract Documents, including any Applicable Codes and Standards set forth in Applicable Law.
- 1.1.5 "**Applicable Codes and Standards**" means any and all codes, standards or requirements set forth in the Contract Documents or in any Applicable Law, which codes, standards and requirements shall govern Contractor's performance of the Work.
- 1.1.6 The "**Drawings**" are the graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams
- 1.1.7 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.

#### 1.2 Execution, Correlation, Intent

- 1.2.1 The Contractor warrants and represents that, in executing the Contract Documents and undertaking the Work, it has not relied upon any oral inducement or representation by the Owner, the Owner's Representative or any of their officers or agents as to the nature of the Work, Site, Project conditions or any circumstances related to the Project.
- 1.2.2 It is the intent of the Owner and the Contractor that the Contract Documents include all items necessary for proper execution and completion of the Work. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. Performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable therefrom as being necessary to produce the intended results. Words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

- 1.2.3 In the event of conflict or discrepancies among the Contract Documents, the priorities of the various documents shall be in the following descending order: (1) Change Orders; (2) Agreement; (3) these General Conditions; (4) Exhibits; and (5) Drawings and Specifications. In the event of conflict between the Drawings and Specifications, the Drawings shall govern as to the quantity and location and the Specifications shall govern as to quality and performance.
- 1.2.4 Contractor certifies that it has made its own investigation and assumes the risk of any factors and conditions that may affect the Work including but not limited to (i) the location, condition, layout, and nature of the Site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) availability, and quality of materials, tools and equipment, (iv) work force availability, separate contractors, and (v) any other conditions or Project circumstances, except as may be provided in Section 7.5.
- 1.2.5 Nothing contained in the Contract Documents shall create a contractual relationship between the Owner and any third party; however, it is understood and agreed that the Owner is an intended third party beneficiary of all contracts for design, engineering and construction, including but not limited to, all subcontracts, purchase orders and other agreements between the Contractor and third parties.

### 1.3 **Ownership and Use of Documents**

- 1.3.1 The Drawings, Specifications and other documents prepared by the Architect are property of the Owner through which the Work to be executed by the Contractor is described. The Contractor may retain one contract record set, subject to Contractor's confidentiality obligations set forth in the Contract Documents. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect or others, and unless otherwise indicated the Owner shall retain the common law, statutory and other reserved rights, in addition to the copyright.
- 1.3.2 Submission or distribution of the Contractor's documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the rights reserved in the preceding paragraph.

## **ARTICLE 2 OWNER**

- 2.1 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project.
- 2.2 The Owner may appoint an on-Site Project representative to observe the Work and to have such other responsibilities as the Owner and the Contractor have agreed to in writing.
- 2.3 The Owner shall secure and pay for necessary easements required for construction.
- 2.4 The Contractor shall cooperate with the Owner in securing applicable permits, licenses and inspections.
- 2.5 The Owner shall communicate with persons or entities employed or retained by the Contractor through the Contractor, unless otherwise directed by the Contractor.
- 2.6 The Owner shall furnish to the Contractor within thirty (30) 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.
- 2.7 The Owner shall furnish necessary information or services reasonably required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other reasonable 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.

- 2.8 Except for permits that are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for necessary building permits, approvals, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

### **ARTICLE 3 CONTRACTOR**

#### **3.1 General**

3.1.1 The Contractor represents and warrants that:

- 3.1.1.1 it is an experienced contractor in the type of Work required by the Contract Documents, is presently licensed and will maintain such license(s) to perform the Work, and acknowledges that it was selected because of its experience and knowledge in the construction of buildings and facilities of the type and character specified in the Contract Documents for the Project
- 3.1.1.2 it is experienced in the construction of projects similar to this Project, and that it is familiar with and knowledgeable regarding the components that are properly and customarily included within such a project, including the requirements of state laws, local construction codes, local building officials, manufacturers' recommendations, and building standards and trade practices, in order to produce a first-class Project;
- 3.1.1.3 the Work shall be completed by qualified, trained, experienced, and competent personnel in a professional and workmanlike manner and performed in accordance with (i) the Contract Documents and consistent with generally prevailing and accepted industry standards and applicable laws; and (ii) all requirements of any warranties applicable to the Work;
- 3.1.1.4 the Guaranteed Maximum Price includes all work, materials, equipment, labor, allowances, contingencies and operations that are required for the Project, as set forth in the Contract Documents;
- 3.1.1.5 that the Contract Documents are sufficient for Contractor to determine the Guaranteed Maximum Price, and that the Drawings and Specifications are sufficient to enable the Contractor to properly perform the Work, within the required times set forth in the project schedule, and in accordance with all requirements of the Contract Documents, including Applicable Law;
- 3.1.1.6 that the Contractor was provided an opportunity to inspect the Site, conducted a walk through of the Site, and is satisfied with the existing conditions at the Site;
- 3.1.1.7 that the Contractor has carefully studied the Drawings, Specifications and other Contract Documents and has given notice in writing to the Owner and Architect, of all errors, inconsistencies or omissions that were known to Contractor.

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

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

3.1.4 Before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work as well as information disclosed by the Owner pursuant to Section 2.7, 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. Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Owner, but it is recognized that the Contractor's review of Drawings and Specifications, except for Contractor Design services as provided in Section 3.12, is made in the capacity as a contractor and not as a licensed design professional and 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. If the Contractor believes that additional cost or time is involved because of clarifications or instructions issued in response to the Contractor's notices or requests for information, the Contractor shall promptly notify the Owner pursuant to Article 7.2 and appropriate adjustments, if any, shall be made pursuant to Article 7.

### 3.2 Supervision and Construction Procedures

- 3.2.1 The Contractor shall supervise and direct the Work, using the Contractor's skill and attention. The Contractor shall be responsible for and shall supervise, coordinate and direct the Work of all Subcontractors and Sub-subcontractors. The Contractor shall be responsible for laying out the Work and for all lines, elevations and measurements for all of the Work executed under the Contract Documents. 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. Contractor will hire and have a licensed surveyor locate the exterior building corners, and provide horizontal and vertical control and datum survey for the Project.
- 3.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors, Sub-subcontractors (which includes, but is not limited to, suppliers and materialmen), 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 or Sub-subcontractors. The Contractor shall be responsible to the Owner for all damages, losses, costs and expenses resulting from acts and omissions of the Contractor's employees, Subcontractors, and their agents and employees, and other persons performing any of the Work under a contract with the Contractor or supplying any material for the Work. Under no circumstances shall any inspection, test or approval, performed by the Owner or on the Owner's behalf, constitute acceptance of the Work later found to be defective, or act as a waiver or estoppel regarding the Owner's rights with respect to any such defective Work.
- 3.2.3 The Contractor shall keep and maintain on the Site at all times and make available to the Owner one or more copies, as reasonably required by the Owner, of the Contractor's daily log, all Drawings, Specifications, field orders, Samples, approved Shop Drawings, Change Orders, catalog cuts and the like, in good order and marked to record all changes made during construction. The daily log shall contain details of the weather conditions, materials delivered, Work performed, operating hours, and the number of persons workings on the Project for each Subcontractor. All of the above documents shall be delivered to the Owner as a condition precedent to Final Completion.
- 3.2.4 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work. The Contractor shall make all Work fit together and function properly as set forth in Contract Documents; however, this obligation shall not supersede the responsibility of the Architect with respect to design obligations. The Contractor shall perform or cause to be performed, all cutting, fitting or patching of the Work, whether originally performed by the Contractor, a Subcontractor or anyone else under the Contractor's control, that may be required to make all parts of the Work fit together and function properly, in conformity with the Contract Documents and so as not to endanger the Work or any part of it; and to that end the Contractor shall diligently coordinate, inspect, and supervise all aspects of the Work, whether performed by the Contractor or any of its Subcontractors, shall guard against any and all defects and deficiencies, shall stop any part of the Work that does not meet the requirements of the Contract Documents, and shall replace all and any of such Work irrespective of whether the same shall be fabricated, installed or completed.
- 3.2.5 The Contractor shall familiarize the Owner's personnel with the operation of all systems and equipment. In cooperation with the Architect, the Contractor, prior to Substantial Completion, shall provide the maintenance personnel of the Owner with such services as may be necessary or useful in checking for readiness of the utilities, systems and equipment installed in the Project, assist in their initial start-up and testing, and provide initial training of such personnel to make them familiar with such systems and equipment, and videotape such training sessions.

- 3.2.6 The Contractor shall keep the Site clean and safe at all times. The Contractor acknowledges that the Owner, may from time to time visit the Site and may bring any Lenders, investors, affiliates and their representatives. All such visitors shall follow the safety procedures and precautions established by the Contractor.
- 3.2.7 The Contractor shall establish and maintain quality control procedures for all parts of the Work, and shall take measures to prevent the performance of any Work not in conformity with the Contract Documents, including material or equipment not properly approved, suspending operations upon the installation thereof, and reporting in writing promptly to the Owner that the particular Work or material fails to conform to the Contract Documents. Contractor shall ascertain that all tests of soils, cement, concrete, structural or reinforcing steel, or any other material or equipment required to be tested under the terms of the Contract Documents are performed by qualified consultants. Contractor shall employ a quality assurance and quality control program satisfactory to Owner.

### 3.3 Labor and Materials

- 3.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.
- 3.3.2 If the Contractor wishes to furnish or use a substitute item of material or equipment, the Contractor shall provide a separate written request (not embedded in any submittals) for substitution to the Owner and Architect for acceptance thereof, certifying that the proposed substitute will perform adequately the functions called for by the specified design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. The Architect and Owner may require the Contractor to furnish, at the Contractor's expense, additional data about the proposed substitute. The Owner and Architect will be the sole judges of acceptability, and no substitute will be ordered or installed without the Owner's prior written acceptance. The Owner may require the Contractor to furnish, at the Contractor's expense, a special performance guarantee or other surety with respect to any substitute.
- 3.3.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- 3.3.4 The Contractor shall employ labor at the Site capable of working harmoniously with all construction trades and crafts and with any entities and individuals who may be working at the Site or otherwise associated with the Project. The Contractor shall also use good faith best efforts to minimize the likelihood of any strike, work stoppage or other labor disturbance. In the event of a labor dispute outside of the Contractor's control, the Contractor may request an adjustment to the GMP (Contractor's General Conditions documented and supported by Contractor) and to the Contract Time via Change Order. The Contractor shall take reasonable steps to prevent any person performing the work from engaging in any disruptive activities such as strikes, picketing, slowdowns, job actions or work stoppages. Notwithstanding any such occurrences, the Contractor shall not be relieved of its obligation to man the job and properly and timely perform the work in a diligent manner.

### 3.4 Warranty

- 3.4.1 The Contractor warrants to the Owner and Architect that the Work, including the materials and equipment furnished under the Contract, will be: (i) of good quality, (ii) new, (iii) free from defects, (iv) free from encumbrances to title, (v) performed in accordance with the Contract Documents, including Applicable Law, and (vi) performed in accordance with generally prevailing and accepted industry standards. Work, materials, or equipment not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's Warranties exclude remedy for damage or defect occurring after Substantial Completion caused by (a) Owner's abuse, improper or insufficient maintenance, improper operation, or (b) normal wear and tear. If required by the Architect or Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

- 3.4.2 The Contractor acknowledges that the cost for all Contractor's Warranties work and obligations has been included in the Contractor's Fee, and that the Contractor will not be entitled to additional compensation for Contractor's Warranties work.
- 3.4.3 All warranties for materials or equipment furnished to the Contractor, Subcontractors or Sub-subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of the Owner. The Contractor agrees to provide the original of, and assign to the Owner at the time of Substantial Completion of the Project, any and all Subcontractor's, Sub-subcontractor's, supplier's and manufacturer's warranties, guarantees, and maintenance requirements relating to materials and labor used in the Work. These materials shall be assembled in a Warranty Manual to be supplied to the Owner. In connection therewith, the Contractor further agrees to perform the Work in such manner consistent with and so as to preserve any and all such guarantees and warranties.
- 3.4.4 The Contractor's warranty shall not be limited by any manufacturer's warranty or Subcontractor's warranty (or the lack of any Subcontractor's warranty). The Contractor is responsible for Subcontractors' warranty work and such Subcontractor's failure to correct defective work for which it is responsible will not excuse the Contractor from performing under the warranty.
- 3.4.5 Owner may, without Contractor's permission, freely assign to any permitted assignee the warranty set forth in this Section 3.4.
- 3.4.6 This Section 3.4 shall not be construed to modify or limit in any way any rights or remedies which the Owner may otherwise have against the Contractor.

3.5 **Not Used**

3.6 **Permits, Fees and Notices**

- 3.6.1 The Owner shall secure and pay for all building permits (the "**Permits**") required for the Project and provide a list of all such required Permits to the Contractor, provided that if the Contractor secures and pays for any such Permits, then Owner shall reimburse the Contractor for all such Permits so secured and paid for by Contractor and the cost of any Permits shall be in addition to the GMP (except for all deferred submittals and/or separate Permits required for specific portions of the Work, which in each case shall be subject to the GMP). Contractor shall secure and pay for the permits, fees, licenses, and inspections by government agencies necessary for the proper execution and completion of the Work, including trade permits and licenses. The Contractor shall post copies of all obtained permits at the Site and deliver copies of all such permits to the Owner and Architect prior to execution of the Work and originals upon Substantial Completion. Certificates of inspection, use and occupancy shall be delivered to the Owner upon Substantial Completion of the Work in accordance with the deadlines set forth in the Contract Documents. The Contractor shall provide Owner with reasonable assistance in securing applicable permits, licenses, and inspections.
- 3.6.2 The Contractor and all Subcontractors and Sub-subcontractors shall comply with and give notices required by Applicable Laws, ordinances, rules, regulations, codes and lawful orders and all other requirements of governmental authorities applicable to performance and completion of the Work, and occupancy of the Work and/or Project, including but not limited to the Occupational Safety and Health Act, the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, *et seq.*), the Americans with Disabilities Act Accessibility Guidelines (ADAAG) (36 CFR Part 36, App. A), the Fair Housing Amendments Act of 1988, the Fair Housing Accessibility Guidelines, and other applicable state or local laws, codes and regulations. The Contractor is not required to determine that the Contract Documents are in accordance with such laws, except to the extent the Contractor is acting as a design professional with regard to any aspect of the Work.
- 3.6.3 The Contractor shall not violate any zoning, setback, or other location requirements of Applicable Laws, codes and ordinances, or of any recorded covenants. If the Contractor observes that portions of the Contract Documents are at variance with Applicable Laws, statutes, ordinances, building codes, rules or regulation, the Contractor shall promptly notify the Owner and Architect in writing.

- 3.6.4 If the Contractor or any of its Subcontractors or Sub-subcontractors performs Work which it knows is contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Architect and Owner, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs and delays attributable to correction.
- 3.6.5 The Contractor shall notify the Architect of notes, corrections, additions, etc. that have been marked on, or attached to, the Contract Documents by reviewing governmental authorities.
- 3.6.6 The Owner shall pay for (1) the electric power company permanent service installation fees, (2) permanent water meter installation fees, (3) fees for natural gas installation, and (4) any other Utility fees, in each case as part of the Cost of the Work outside of the GMP. The Contractor shall be responsible (as part of the Cost of the Work) for all consumption costs prior to the date the Authorities having jurisdiction grant approval for Owner to occupy the Project.
- 3.6.7 The Contractor shall call for all inspections required by any governmental authorities.
- 3.6.8 The Contractor shall be fully qualified under all applicable state or local licensing laws in effect at the time and location of the Work. The Contractor shall possess a current license for the appropriate classification of Work activity before submitting any bid for Project Work; and the Contractor shall be responsible for determining that each of its prospective or actual Subcontractors or suppliers are duly licensed in accordance with Applicable Laws.

3.7 **Allowances**

- 3.7.1 The Contractor shall include in the GMP all allowances stated in Exhibit D. Items covered by allowances shall be provided by the Contractor for such amounts and by such persons or entities as the Owner may direct.
- 3.7.2 Unless otherwise provided in the Contract Documents:
  - (i) Whenever costs are more than or less than allowances, the GMP shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances; and
  - (ii) Upon execution of a Change Order in respect of an allowance, the allowance will be null and void and the GMP shall be adjusted accordingly.
- 3.7.3 The Contractor shall not commence any Work involving allowances (i) until the Owner is furnished with all pricing data requested, and (ii) the Owner has authorized the Contractor to proceed. Materials and equipment under an allowance shall be selected by the Owner in sufficient time to avoid delay in the Work.

3.8 **Key Personnel and Superintendent**

- 3.8.1 The Contractor shall furnish only skilled and properly trained staff for the performance of the Work. The key members of the Contractor's staff (each, a "**Key Person**" and collectively, the "**Key Personnel**") shall be the persons identified on Exhibit B. The Key Personnel (i) shall be devoted to the Work on a full-time basis throughout Final Completion unless Exhibit B provides otherwise, and (ii) shall not be removed or reassigned without Owner's prior written approval.
- 3.8.2 The Owner shall have the right, but not the obligation, at any time to require that Contractor replace any Key Person with another employee acceptable to Owner. In such event, the Contractor shall replace such removed Key Person with a competent and experienced person within a reasonable time period following the removal of such removed Key Person.
- 3.8.3 Each Key Person shall not be changed without the written consent of the Owner, unless such person becomes unable to perform any required duties due to death, disability, or retirement. If a Key Person is no longer

capable of performing in the capacity described above, the Owner and the Contractor shall agree on a mutually acceptable substitute.

- 3.8.4 The Contractor shall employ a competent Superintendent, Project Manager, Project Engineer and necessary assistants during performance of the Work. The Superintendent, Project Manager, and Project Engineer are Key Personnel. The Contractor shall submit to the Owner for information resumes of all the potential Superintendents, Project Managers and other Key Personnel prior to execution of the Agreement. The Superintendent and Project Manager shall have had recent significant experience in similar types of construction. The Project Manager and Superintendent shall represent the Contractor, and communications given to them shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed upon written request of the Owner, Architect or Contractor.
- 3.8.5 The Contractor shall furnish adequate qualified staff and assistance for quality control inspection, approval and storage of all materials and equipment delivered to the Site, before installation, for compliance with approved Shop Drawings, Product Data and Samples and with the Contract Documents.

### 3.9 Contractor's Construction Schedules

- 3.9.1 The Contractor shall perform the Work in accordance with the Critical Path Method (“CPM”) Schedule for the Work (“**Project Schedule**”) set forth in Exhibit E. The Project Schedule and any updates to the Project Schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim Milestone Dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The Project Schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised for Owner's review and approval at appropriate intervals as required by the conditions of the Work and Project, but not less frequently than monthly. The Contractor shall cooperate with the Owner in scheduling and performing the Work to avoid conflict, delay in or interference with the Work of Separate Contractors or the construction or operations of the Owner's own forces.
- 3.9.2 The Contractor shall prepare and keep current on a monthly basis, for the Architect's approval, a schedule of submittals which is coordinated with the Project Schedule and allows the Architect reasonable time to review submittals. If the Architect fails to respond to a submittal within 10 business days after receipt, Contractor may request an extension to the Project Schedule in accordance with Section 5.3; provided that Contractor submits to Architect the applicable submittals in accordance with the approved submittal schedule.
- 3.9.3 The Contractor shall perform the Work in general accordance with the most recent Project Schedule approved by the Owner and Architect.
- 3.9.4 The Project Schedule shall be in a detailed computer generated, logic-driven, precedence style CPM schedule prepared with Primavera or Microsoft Project and otherwise satisfactory to the Owner and shall also (1) provide a graphic representation of all activities and events that will occur during performance of the Work; (2) identify each phase of construction and occupancy; and (3) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents, including the “**Milestone Dates**”. The Project Schedule shall, without limitation, show complete sequence of construction by activity, with dates for beginning and completion of each element of the Work; identify each element by major specification section; provide sub-schedules to define critical portions of the entire Project Schedule; provide separate schedule of submittal dates of shop drawings, product data and samples, and dates reviewed submittals will be required from Architect and include such other detail as Owner may require. The Project Schedule is intended to provide sufficient detail and clarity of form and technique so that the Contractor can plan, schedule and control the Work properly and the Owner can readily monitor and follow the progress for all portions of the Work. Contractor shall provide the Project Schedule and each update to Owner in native and PDF file format.

- 3.9.5 The Project Schedule shall set forth any 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 Project Schedule shall contain starting and completion dates for all activities including, but not limited to, major Work items by location and floor level, roughing-in dates, and equipment and material delivery dates. The Contractor shall own any “float” in the schedule. The Project Schedule shall be updated and submitted for Owner’s approval on a monthly basis and also shall be reviewed at the weekly construction meetings to be held at the Site. A copy of the Project Schedule shall be maintained at all times on the Site, and revised and updated copies shall be provided to the Owner. Any material revisions to the Project Schedule, including any revisions to the critical path, shall be accompanied by a written notice from Contractor to Owner with an explanation of the reasons for such revisions and with such revisions clearly identified (as highlighted, clouded, or otherwise). Upon request, the Contractor shall provide the Owner with an electronic file containing the Project Schedule in native and PDF format. The Contractor shall monitor the progress of the Work relative to the Project Schedule and promptly advise the Owner of any delays.
- 3.9.6 Should any Project Schedule show (i) the Contractor to be fourteen (14) days or more behind schedule for the Project as a whole or (ii) that any Milestone Date is unlikely to be achieved by the respective scheduled Milestone Date, at any time during construction, the Contractor shall prepare a “**Recovery Schedule**” and report to explain and display how the Contractor intends to regain compliance with the Project Schedule as soon as practicable. Owner shall participate in the development of the Recovery Schedule.
- 3.9.7 If (i) Contractor fails to submit a Recovery Schedule in accordance with Section 3.9.6 or (ii) the Owner determines through reasonable evidence that the performance of the Work is behind schedule such that the Contractor will be unable to achieve Substantial Completion of the Project prior to the Guaranteed Substantial Completion Date as provided in Paragraph 5.3 of the Agreement, the Owner shall have the right, but no obligation, to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation: (i) working additional shifts or overtime, (ii) supplying additional manpower, equipment, and facilities, and (iii) other similar measures (collectively “**Extraordinary Measures**”). The determination of whether the progress of the Work is behind schedule shall take into account any extensions in time to which the Contractor is entitled under Article 7.
- 3.9.8 The Contractor shall hold weekly subcontractor progress/coordination meetings at the Site, or at such other time and frequency as are acceptable to the Owner. Scheduling of the Work shall be coordinated with reference to the then current Project Schedule. Each interested Subcontractor shall have presented a competent representative to report on the status and condition of its Work and to receive information.
- 3.9.9 Minutes of any meetings under Section 3.9.8 shall be prepared by the Contractor within forty-eight (48) hours after the meeting and copies thereof shall be distributed to all interested parties, including the Owner, for review and corrections.
- 3.9.10 The Owner shall have a standing invitation to all Project meetings involving the Contractor.
- 3.9.11 The Contractor shall provide Owner with electronic copies of progress reports and such other information as reasonably requested by Owner, including the following: (i) safety, environmental, and damage incident reports within forty-eight (48) hours after the occurrence of any such incident, including “near miss” incidents where no individual was injured or property was damaged; (ii) weekly progress reports, in a form acceptable to Owner; and (iii) when the Contractor delivers the Contractor’s monthly update to the Project Schedule to the Owner, a detailed monthly status report.

### 3.10 Documents at the Site

- 3.10.1 The Contractor shall maintain at the Site for the Owner one record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record all changes to the Work, field changes and selections made during construction, and one record copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These, and copies thereof requested, shall be available to the Architect and Owner and shall be delivered to the Architect for submittal to the Owner upon Substantial Completion of the Project.

- 3.10.2 As the Work proceeds the Contractor shall keep a careful record of mechanical, electrical, underground and other concealed Work whose final in-place locations vary from those shown on the Contract Drawings, whether because of Change Orders or actual job conditions. All such variations shall be shown on the “as-built” Drawings which shall be delivered to the Architect and Owner, before final payment is processed.
- 3.10.3 The Contractor shall keep the record copy of all documents up-to-date as the Work progresses and changes occur. Recorded changes shall include all architectural and structural changes; plumbing, heating, ventilating, air conditioning, and electrical Work changes; and changes to grades, utilities and other Work as well as Work required by Change Orders.
- 3.10.4 Two (2) complete sets and one (1) electronic (PDF file format) copy of “as-built” Drawings which correctly indicate the Work as finally constructed shall be delivered to the Owner upon Substantial Completion of the Project.

**3.11 Shop Drawings, Product Data and Samples**

- 3.11.1 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 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. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.
- 3.11.2 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- 3.11.3 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. The Architect shall review and respond to all such submittals within 10 business days.
- 3.11.4 Shop Drawings and Samples shall bear the Contractor’s stamp certifying that the Contractor has verified (as to existing conditions) or will verify (as to Work not then constructed or installed) all materials, field measurements and field conditions applicable thereto, and that such Shop Drawings and Samples have been coordinated and checked by the Contractor for completeness and compliance with the Contract Documents, Submissions without this stamp and submissions which, in the Architect’s opinion, are incomplete, contain numerous errors, or have not been checked or have only been checked superficially, will be returned for resubmission. Proposed deviations and substitutions from the Contract Documents shall be clearly noted on the submittals and handled as elsewhere herein described. The Contractor shall be solely responsible for any quantities and dimensions which may be shown on the submittals.
- 3.11.5 The Contractor shall coordinate all field work and Shop Drawings of the various trades prior to installation of the Work. In spaces where various installations cannot be accommodated, the Contractor shall, prior to fabrication or installation of the Work, notify the Architect and Owner and shall cooperate with the Architect and Owner in developing a solution to the problem. The Contractor shall be responsible for coordinating the various trades involving the location and size of all sleeves, electrical outlets, inserts, piping, conduits, hangers, ducts and similar installations. The Contractor agrees that all such installations shall be clear of obstructions and shall be constructed in a manner presenting an orderly appearance at no additional cost or increase in time to the Owner.

- 3.11.6 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.
- 3.11.7 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.
- 3.11.8 Two (2) comprehensive sets and one (1) electronic (PDF file format) copy of all Operation and Maintenance (O&M) Manuals as necessary for operation and maintenance of the Project shall be delivered to the Owner upon Substantial Completion of the Project.

### 3.12 Contractor Design

- 3.12.1 In consideration of Owner's desire for certain portions of the Work to be performed by Subcontractors under a design/build format, Contractor will retain various Subcontractors to perform the design/build portions of the Project ("**Design Builder**"). The Contractor by and through those Subcontractor(s), shall perform all design and engineering services necessary for any scope of Work required by the Contract Documents to be designed or engineered as identified in Paragraph 4.2 of the Agreement. The elements of the Project designed and engineered by those respective Subcontractors is referred to from time to time as the "**Contractor Design**" and the Subcontractor responsible for the design is referred to herein as the "**Design Builder**". The Contractor shall prepare, for approval by the Owner, which approval may be withheld and conditioned in the sole discretion of the Owner, full and complete design drawings for the Contractor Design bearing, if required by the local jurisdiction, a Professional Engineer's stamp from the State where the Project is being built. The Contractor shall provide to the Owner and others, as required or desirable, all copies of the Contractor Design drawings and specifications.
- 3.12.2 The Contractor shall require its Design Builder to prepare the Contractor Design by designers who are engineers if required by the local jurisdiction licensed in the State where the Project is being built and who are experienced in the design and construction of such elements of the Project being designed for comparable residential projects in the locale of the Project. The Contractor Design shall be prepared in compliance with all Applicable Laws, codes, standards and rules including, but not limited to, the Americans with Disabilities Act rules, regulations, and design guidelines, Fair Housing Act rules, regulations, and design guidelines, health, sanitary, and environmental codes, zoning requirements and other laws, codes and regulations.
- 3.12.3 The Contractor shall coordinate Contractor's Design with the design of the Architect and Interior Designer. The Contractor agrees to cooperate with the Architect and Interior Designer all design issues that involve the Architect's and Interior Designer's design and the Contractor Design. The Contractor agrees to cooperate fully with the Architect and Interior Designer to achieve the efficient and timely completion of the Project design and construction.
- 3.12.4 All documents created in connection with the Contractor Design, whether in tangible or intangible form, are works made for hire and will remain the property of the Owner, whether the Project is completed or not.
- 3.12.5 The Contractor shall require each Subcontractor preparing the Contractor Design to maintain professional liability insurance as required by Exhibit G, Insurance and Indemnification Provisions.
- 3.12.6 When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Owner and Architect shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

- 3.12.7 Owner shall be a third party beneficiary of the Contract between Contractor and Design Builder and any other design professional under contract, who shall owe to Owner a professional standard of care.

### **3.13 Use of Site**

- 3.13.1 The Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the Site with materials or equipment.
- 3.13.2 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Site by the Contractor. Materials or equipment no longer required for the Work shall be promptly removed from the Site. Protection of construction materials and equipment stored at the Site from weather, theft, damage or all other adversity is solely the responsibility of the Contractor, to the extent that such losses are not covered by the Owner's Builders Risk insurance.
- 3.13.3 The Contractor and any entity for which the Contractor is responsible shall not erect any sign on the Site without the prior written consent of the Owner, which shall be withheld, conditioned or delayed in the sole discretion of the Owner. The Contractor shall organize, provide and coordinate temporary construction signage as may be required by Applicable Laws. Subcontractor signage shall not be permitted without the Owner's prior written approval.
- 3.13.4 The Contractor shall ensure that the Work, at all times, is performed in a manner that affords the Owner reasonable access, both vehicular and pedestrian, to the Site of the Work and all adjacent areas. The Work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the Site of the Work shall be reasonably free from all debris, building materials, and equipment and so that there shall be no overhead transfer of any items over properties adjacent to the Site. Without limitation of any other provision of the Contract Documents, the Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of any areas in buildings adjacent to the Site of the Work or the premises in the event of partial occupancy.

### **3.14 Cutting and Patching**

- 3.14.1 The Contractor shall be responsible for any cutting, fitting or patching required to complete the Work or to make its parts fit together properly.
- 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 Site and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. Special attention to debris removal is required for any hard hat tours and after residents begin taking occupancy in completed buildings. Contractor shall pick-up construction debris, wash hard surfaces, daily if necessary, to provide residents with a clean environment in which to reside. At building turnover, all exterior building siding, windows, thresholds, jambs, storage closets etc. shall be cleaned so that they are in move-in condition with no further cleaning necessary by Owner. The Contractor shall also have the interior of the apartment units and public amenity spaces thoroughly cleaned so that they are in move-in condition with no further cleaning required by Owner.

The Contractor shall cooperate with Owner and Architect in satisfying the interior and exterior punch process. Contractor shall work with property management as necessary to expedite selected units within buildings to be delivered to accommodate the leasing activity. Interior punch shall be completed on an individual, building by building basis. Contractor shall make every effort to complete the punch process within thirty (30) days

after Temporary Certificate of Occupancy. Exterior building punch shall also occur on a building by building basis similar to the interior punch. Exterior landscaping will be punched at the end of the job when all landscaping has been installed.

At completion of the Work, the Contractor shall remove from and about the Site waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

- 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents within thirty (30) days after Substantial Completion, the Owner may do so after giving Contractor notice and the cost thereof shall be charged to the Contractor.

**3.16 Access to Work**

The Contractor shall provide the Owner and Architect reasonable access to the Work in preparation and in 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 all loss and any expense on account thereof, but shall not be responsible for such defense, loss, or expense 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 knows, or reasonably should have known, that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss and expense unless such information is promptly furnished in writing to the Owner and Architect.

**3.18 Utilities and Services**

- 3.18.1 All temporary facilities, work, utilities and services required by the provisions of this Article are part of the Work under the Contract and such temporary facilities are to be removed from the Site upon Final Completion of the Work, or as ordered by the Owner.
- 3.18.2 The Contractor shall furnish all temporary connections to existing utilities, including but not limited to drainage water pumping, electrical power, temporary fire protection risers and lighting as may be needed for the entire prosecution of its Work and that of its Subcontractors.
- 3.18.3 In order to maintain normal progress of the Work and to protect the completed Work, the Contractor shall provide temporary heat as required for all construction and shall provide all necessary temporary enclosures. Required temperatures and humidity levels within the enclosures shall be as specified in the various technical sections of the Specifications or, in the absence of such Specifications, as are reasonable for the protection of the Work. It shall be the responsibility of the Contractor to furnish and maintain all temporary equipment, including all necessary piping and electric wiring, and to maintain at all times the required temperatures until Substantial Completion of the Project.
- 3.18.4 The Contractor shall erect and maintain all temporary structures and security necessary for storage and protection of all construction materials, equipment, etc. This requirement shall include space for any equipment furnished by the Owner and installed by the Contractor. The Contractor will also provide all necessary field offices for its own use and for use of the Owner, including all office equipment and cost of operations to a level necessary to accommodate the required Site staff for the proper supervision of the Work.
- 3.18.5 The Contractor shall furnish all necessary sanitary facilities, such as portable toilets and the like, to conform to the Applicable Laws or labor agreements and for the necessary comfort and protection of all personnel, including Subcontractors on the Site.

- 3.18.6 As to permanent utilities, the Owner will be responsible for obtaining the necessary engineering services and associated fees, and the Contractor will be responsible for coordination of the installation of the utilities.

**3.19 Surveys, Lines and Levels**

The Contractor shall establish all lines and grades required to execute the Work. All grades shown on Drawings shall be field verified by the Contractor and the Contractor shall notify the Architect in writing of any discrepancies found before proceeding with the Work; the Contractor shall check the Drawings against such established lines and grades and notify the Architect in writing of any discrepancies.

**3.20 Tests and Inspections**

- 3.20.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents, or by laws, ordinances, rules, regulations or orders of governmental authorities having jurisdiction over the Project, shall be made at an appropriate time. Except as otherwise provided in Section 3.20.9, or elsewhere in the Contract Documents, 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 governmental authority, and shall bear all related costs of arranging for tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Contractor shall provide the Owner with copies of all results and reports for all tests, inspections, certifications, approvals, surveys and permits referenced in the Contract Documents or necessary for the Contractor to complete its obligations hereunder.
- 3.20.2 If the Architect, Owner or governmental authorities having jurisdiction over the Project, determines that portions of the Work require additional testing, inspection or approval not included under Section 3.20.1, 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 3.20.3, shall be at the Owner's expense.
- 3.20.3 If such procedures for testing, inspection or approval under Sections 3.20.1 and 3.20.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by or resulting from such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be a Cost of the Work without an increase in the GMP.
- 3.20.4 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.
- 3.20.5 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.
- 3.20.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly so as to avoid unnecessary delay in the completion of the Work by the Contractor.
- 3.20.7 All observations, tests and approvals of any methods or means of construction, materials or workmanship included in the Work required by the Specifications or by Applicable Laws shall be performed by independent agencies acceptable to the Owner. Representatives of the testing laboratories and observers shall have access to the Work at any place performed and at all times. The Contractor shall furnish samples of all materials and component parts of the Work required as test specimens in connection with the tests and observations and shall furnish labor and facilities at the Site as necessary in connection with testing and observation services.
- 3.20.8 The Owner may require testing or observation, not required by the Specifications or by Applicable Laws, or by any methods or means of construction, materials or workmanship, in order to determine the acceptability thereof under the Contract Documents. Representatives of the testing laboratories and observers shall have

access to the Work at all reasonable times. The Contractor shall furnish samples of all materials and component parts of the Work required as test specimens in connection with the testing and observation services. All observations or testing shall be done in a timely manner so as to avoid unnecessary delay in the completion of the Work by the Contractor. If such testing or observation discloses that the methods or means of construction material or workmanship are in compliance with the Contract Documents, the Owner shall bear the cost of such testing and observation and of the labor and facilities in connection with such testing and observations. If such testing or observation discloses that such methods or means of construction, material or workmanship are not in compliance with the Contract Documents, the Contractor shall bear all such related costs and the time for corrections required thereby and shall not increase the Contract Time.

- 3.20.9 The Owner may in its discretion provide and pay for such other tests and inspections it deems necessary or appropriate during the construction through an independent quality control agency. The Contractor shall cooperate with such tests and shall notify the testing agency at least twenty-four (24) hours prior to performing any test directed by the Owner or required by the Contract Documents. The Contractor acknowledges that the tests referred to herein may include, without limitation, concrete and reinforcement inspection and testing, waterproofing inspection, structural steel inspection, and inspections and testing in connection with mechanical, plumbing, electrical and other installations. Any testing and inspection costs associated with defective or non-conforming Work shall be part of the Cost of the Work, without an increase in the GMP.

**3.21 Confidentiality.**

- 3.21.1 The Contractor shall maintain in strict confidence, and agrees not to disclose to any third party, except when authorized by Owner in writing or when required by Applicable Law or when required in the performance of the Work, Confidential Information that Contractor or any Subcontractor or Sub-subcontractor receives from Owner.
- 3.21.2 **“Confidential Information”** means all non-public information concerning the Owner, including, the Contract Documents and any other non-public information (whether in writing or retained as mental impressions) concerning research and development; present and future projections; operational costs and processes; pricing, cost or profit factors; quality programs; annual and long-range business plans; marketing plans and methods; customers or suppliers; contracts and bids; and personnel. Confidential Information does not include: (i) information that is, or subsequently may become within the knowledge of the public generally through no fault of Contractor or any Subcontractor, (ii) information that Contractor can show was previously known to it as a matter of record at the time of receipt, (iii) information that Contractor may subsequently obtain lawfully from a third party who has lawfully obtained the information free of any confidentiality obligations, or (iv) information that Contractor may subsequently develop as a matter of record, independently of disclosure by Owner. Owner and Contractor further agree to maintain in strict confidence, and agree not to use or disclose except as authorized in writing by Owner, trade secrets as defined by Applicable Law. Contractor covenants and warrants that Contractor and its officers, employees, representatives and agents, will comply with the confidentiality obligations set forth above, and Contractor will require its Subcontractors and Sub-subcontractors to comply with such confidentiality obligations. These confidentiality obligations shall survive the termination of the Agreement.

**ARTICLE 4 OTHER CONTRACTORS**

**4.1 Subcontracts**

- 4.1.1 A **“Subcontractor”** is a person or entity, including suppliers of materials or equipment, who has a direct contract with the Contractor to perform a portion of the Work at the Site. The term “Subcontractor” is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term “Subcontractor” does not include a Separate Contractor or the subcontractors of a Separate Contractor.
- 4.1.2 A **“Sub-subcontractor”** is a person or entity, including suppliers of materials or equipment, 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.

- 4.1.3 The Contractor shall diligently attempt to obtain three (3) bids from Subcontractors for bid packages, provide a listing of the bid results to the Owner and recommend to Owner the Subcontractor with whom Contractor recommends to use as a Subcontractor for the Project. Prior to awarding any Subcontractor, the Owner shall have the right to approve all Subcontractors for the Project. Should Owner direct Contractor to use any Subcontractor other than the recommended Subcontractor the GMP shall be adjusted accordingly in the event that the selected Subcontractor’s price is higher or lower than that of the recommended Subcontractor. The Contractor shall not terminate the employment of a Subcontractor or Sub-subcontractor engaged in the Work prior to the expiration of that subcontract without good cause shown and after reasonable notice to Owner of the Contractor’s intent to so terminate.
- 4.1.4 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. If the Owner has an objection to a person or entity proposed by the Contractor, the Contractor will propose another to whom the Owner has no reasonable objection. If the proposed but rejected person or entity was qualified, responsible and reasonably capable of performing the Work, the GMP and Contract Time will be increased or decreased by the difference, if any, occasioned by the replacement, and an appropriate Change Order will be issued before commencement of the Work by the substitute person or entity.
- 4.1.5 If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection.
- 4.1.6 All subcontracts, and supply contracts shall be in writing. Each such contract shall contain a reference to this Contract and shall incorporate the terms and conditions hereof to the full extent applicable to the portion of the Work covered thereby. All subcontracts shall contain provisions that:
  - 4.1.6.1 Reasonably preserve and protect all the rights of Owner under this Contract and to the Work to be performed under the subcontract, so that the subcontracting thereof will not prejudice such rights;
  - 4.1.6.2 require that such Work be performed in accordance with the applicable requirements of this Contract;
  - 4.1.6.3 require such Subcontractor to make available a representative with whom the Owner may discuss questions regarding the progress of the Work being performed by the Subcontractor;
  - 4.1.6.4 require such Subcontractor to notify Contractor and Owner in the event such Subcontractor intends to discontinue supplying any functional spare parts and permit Owner to order any quantity of any of such parts at the prices therefor prevailing prior to such discontinuance of supply;
  - 4.1.6.5 require such Subcontractor to provide and maintain adequate insurance consistent with its obligations related to the Contract;
  - 4.1.6.6 require such Subcontractor to remove from the Work any employee, worker or independent contractor of such Subcontractor within ten (10) days after receiving notice from Owner to remove such employee, worker or independent contractor if: (i) such employee, worker or independent contractor, in Owner’s reasonable judgment, creates a safety hazard or a material risk: (A) that Substantial Completion is not timely achieved; or (B) of material non-performance by Contractor in accordance with this Contract; and (ii) Contractor has not corrected such safety hazard or other risk identified in clause (i) to the reasonable satisfaction of Owner during such ten (10) day period;
  - 4.1.6.7 require that such Subcontractor provide a warranty for all Work failing to conform to the requirements of the Contract Documents within one (1) year (or such longer period of time as may

be required in the Specifications) after the date of Substantial Completion of the Work in accordance with the applicable requirements of this Contract;

- 4.1.6.8 require that there shall be no discrimination against or segregation of any person or group of persons on account of sex, sexual orientation, marital status, race, color, religion, creed, national origin or ancestry in connection with the performance of the Work; and
- 4.1.6.9 provide that the Subcontract may be terminated (including termination for convenience) in connection with a termination of the Contract, and if the Subcontract is terminated before the completion of the Work for any reason, then the Subcontractor shall not be entitled to any fee or profit, or compensation for lost profits or overhead, for Work not required to be performed.
- 4.1.7 Contractor shall furnish Owner with a copy of all subcontracts and sub-subcontracts within ten (10) days after execution of such agreements. Notwithstanding the above, Owner's receipt and review of any Subcontracts under this Section 4.1.7 shall not relieve the Contractor of any obligations under this Agreement nor shall such action constitute a waiver of any right or duty afforded Owner under this Contract, or approval of or acquiescence in a breach hereunder
- 4.1.8 Each subcontract and supply contract shall provide for its termination by the Contractor if, in the Owner's opinion, the Subcontractor fails to comply with the requirements of the Contract insofar as the same may be applicable to its portion of the Work; and each Subcontractor shall be required to insert a similar provision in each of its sub-subcontract.
- 4.1.9 Unless the Owner otherwise agrees, the Contractor shall pay each Subcontractor, upon receipt of payments from the Owner, an amount equal to the percentage of completion allowed to the Contractor on account of such Subcontractor's portion of the Work, less a percentage thereof equal to the percentage retained from payments to the Contractor.
- 4.1.10 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that, assignment is effective only after termination of the Contract by the Owner and only for those subcontract agreements that the Owner accepts by notifying in writing the Subcontractor and Contractor. When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract which accrue after the date Owner accepts the assignment.
- 4.1.11 Upon assignment to the Owner under this Section 4.1, 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.
- 4.1.12 Each subcontract shall specifically provide that the Owner shall only be responsible to the Subcontractor for those obligations of the Contractor that accrue after the Owner's exercise of any rights under this conditional assignment.
- 4.1.13 Subcontractors or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner.
- 4.1.14 Owner shall have the right, but not the obligation, to require Contractor to remove from the Work, at Contractor's expense, any Subcontractor that (i) fails to comply Applicable Law; (ii) fails to comply with all applicable health, safety, security, and environmental protection policies and procedures, (iii) is unqualified to perform the Work assigned to such Subcontractor; or (iv) is interrupting, interfering with or impeding the timely and proper completion of the Work or otherwise detrimental to the Work.

#### 4.2 **Separate Contracts**

- 4.2.1 The Owner reserves the right to award other contracts in connection with the Project or other work on the Site on any terms and conditions which the Owner may from time to time determine in its sole discretion.

- 4.2.2 The Contractor shall afford all such “**Separate Contractors**” and the Owner reasonable opportunity for the introduction and storage of their materials and equipment and for the execution of their work and shall cooperate, connect and coordinate the Work with such other work as shall be in the best interest of the Project as determined by the Owner.
- 4.2.3 If the execution or result of any part of the Work depends upon any work of the Owner or of any Separate Contractor, the Contractor shall, prior to proceeding with the Work, inspect and promptly report to the Owner in writing any apparent discrepancies or defects in such work of the Owner or of any Separate Contractors that render it unsuitable for the proper execution or result of any part of the Work. Failure of the Contractor to so inspect and report shall constitute an acceptance of the Owner’s or Separate Contractor’s work as fit and proper to receive the Work, except as to defects which may develop in the Owner’s or Separate Contractor’s work after completion of the Work and which the Contractor could not have discovered by its inspection prior to completion of the Work.
- 4.2.4 Should the Contractor cause damage to the Work or property of the Owner or of any Separate Contractor on the Project, or to other work on the Site, or delay or interfere with the Owner’s or any Separate Contractor’s work, the Contractor shall be liable for the same. Delays caused by Separate Contractors (including for damage to the Work caused by Separate Contractor) shall be addressed in accordance with Article 7.

## ARTICLE 5 TIME

- 5.1 Unless otherwise indicated, the Contractor shall perform its obligations consistent with reasonable skill and care and the orderly progress of the Project.
- 5.2 Milestone Dates stated in the Contract Documents are of the essence. The Work to be performed under this Contract shall commence upon receipt of a notice to proceed unless otherwise agreed and, subject to authorized modifications, Substantial Completion as defined herein shall be achieved on or before Guaranteed Substantial Completion Date. This time period is defined as the Contract Time.
- 5.3 If the Contractor is delayed at any time in the progress of the Work that is on the critical path of the Project Schedule due to (i) Owner’s failure to comply with its obligations under the Agreement, or (ii) Force Majeure, then the Contract Time shall be extended for such reasonable period as the Owner may determine; provided that such delay is not due to the fault of Contractor, its Subcontractors, or Sub-subcontractors. Any such adjustment to the Contract Time shall be recorded by Change Order.
- 5.4 If the Contractor’s Work is delayed due to (1) a written interpretation from the Architect and approved by Owner, (2) written instructions or written orders from Owner (3) an order by the Owner to stop the Work where the Contractor and its subcontractors were not at fault, (4) unforeseen subsurface site conditions, (5) failure of Owner to pay undisputed amounts, (6) Owner’s suspension not due to the negligence or fault of Contractor or its subcontractors, or (7) impacts related to or arising out of pandemic, then the Contract Time and GMP shall be equitably adjusted provided that Contractor complies with notice of claim requirements contained in Article 7, and the delay is to an activity that is on the Project’s critical path and the delay is not caused by the Contractor or its subcontractors.
- 5.5 The Parties agree that the Project Schedule includes fifteen (15) days to address Adverse Weather Conditions. If Adverse Weather Conditions exceed the foregoing number of days, Contractor may issue a Claim for additional time, and such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

For the purposes of this Section 5.4, “**Adverse Weather Conditions**” means any weather event that by its nature prevents the safe conduct of the work and necessitates a stoppage of work at the Site for more than six (6) consecutive hours.

- 5.6 “**Force Majeure**” means catastrophic storms or floods, tornadoes, hurricanes, earthquakes and other acts of God, wars, civil disturbances, terrorist attacks, revolts, insurrections, sabotage, commercial

embargoes, fires, and explosions or other causes beyond control of Contractor; *provided that* such act or event (a) delays or renders impossible the affected party's performance of its obligations under the Contract Documents, (b) is beyond the reasonable control of the affected party, was not due to its fault or negligence and was not reasonably foreseeable, and (c) could not have been prevented or avoided by the affected party through the exercise of due diligence, including the expenditure of any reasonable sum taking into account the Contract Sum.

Notwithstanding any of the foregoing, the following shall not constitute a Force Majeure event:

- (a) economic hardship;
- (b) changes in market conditions;
- (c) any cause or event which is preventable or avoidable by reasonable efforts and due diligence by Contractor or any Subcontractor or Sub-subcontractor;
- (d) unavailability of Subcontractors, or any labor dispute of the Contractor's personnel or any Subcontractor's or Sub-subcontractor's or material or equipment supplier's personnel;
- (e) mechanical failures involving equipment under the control of Contractor or any Subcontractor or Sub-subcontractor unless caused by an event of Force Majeure;
- (f) supply disruptions unless caused by an event of Force Majeure;
- (g) delay or denial of any permit to be secured by the Contractor;
- (h) climatic conditions (including rain, snow, wind, temperature and other weather conditions), tides, and seasons, regardless of the magnitude, severity, duration or frequency of such climatic conditions, tides or seasons (but excluding catastrophic storms or floods, tornadoes, and hurricanes);
- (i) injunctions or other interferences through legal proceedings resulting from a failure by Contractor to comply with, or a breach by Contractor or its obligations under, this Contract;
- (j) delays of delivery of equipment, by any Subcontractor or material or equipment supplier or the failure of any such equipment to conform to the quality and specifications set forth in any contract or any Subcontractor or material or equipment supplier in direct or indirect contractual privity with Contractor (unless such delay or failure results from any of the events expressly listed in clauses (i) through (xv) above), excluding equipment to be furnished by the Owner; and
- (k) any event, circumstance, or condition that would qualify as Force Majeure existing as of the date of execution of the Agreement.

- 5.7 Notwithstanding anything to the contrary, Contractor shall not be entitled to relief under Section 5.3 if and to the extent the delay that is the subject of Section 5.3 is concurrent with any other delay attributable to Contractor or its Subcontractors or Sub-subcontractors.
- 5.8 In no event shall Contractor be entitled to any adjustment to the Contract Time or adjustment to the Guaranteed Maximum Price for that portion of delay to the extent Contractor could have taken, but failed to take, reasonable actions to mitigate such delay.
- 5.9 If the Contractor is entitled to an extension of the Contract Time pursuant to any provision of the Contract Documents, then the Milestone Dates shall be equitably adjusted to the extent the Contractor demonstrates by critical path analysis using the current Project Schedule to the Owner's satisfaction that the performance of the respective Milestone is delayed by the event that gives use to an extension of the Contract Time. In connection with any extension of the Contract Time granted to the Contractor, the Contractor must also demonstrate that such extension to the Contract Time affected the particular Milestone Dates for which the Contractor has requested an extension and the extent thereto.
- 5.10 In the event that the Contractor does not achieve Substantial Completion by the Guaranteed Substantial Completion Date, the Contractor shall continue to be responsible for completion of construction of the Project, as well as be responsible for liquidated damages.

## ARTICLE 6 PAYMENTS

### 6.1 Applications for Payments

- 6.1.1 Within thirty (30) days after execution of the Agreement, the Contractor shall submit to the Owner for approval a Schedule of Values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. The Schedule of Values shall break out the value of the Work by general CSI sections (e.g. plumbing), and then within each section by activity (e.g. plumbing rough-in) or item (e.g. plumbing fixtures) and then by location (e.g. Floor 2). Upon the Owner's written approval this schedule shall be used as a basis for reviewing the Contractor's Applications for Payment and shall not be changed without Owner's written approval. Contractor's Schedule of Values (including any revised or updated versions) shall be submitted to Owner in Microsoft Excel.
- 6.1.2 No Payments shall become due unless the Contractor strictly complies with the requirements of this Article 6. Payments shall be based on an itemized Application for Payment for operations completed in accordance with the Schedule of Values. Such Application shall be timely submitted by the Contractor and shall be notarized, and supported by a job cost summary indicating actual costs incurred through the end of the prior month and shall be accompanied by such documentation of its expenses and any other evidence in the form and with such supporting detail as may be required by the Owner. The Contractor shall also furnish with each Application for Payment releases of liens and claims, executed by Contractor, Subcontractors, Sub-Subcontractors and Suppliers confirming that all amounts included in previous progress payments for Work have been paid in full to the same or have been withheld for a proper reason and state such reason. Contractor's Application for Payment shall include a cover sheet in the form of AIA G702, which shall be certified and notarized by the Architect.
- 6.1.3 All applications shall show in detail all monies properly payable to the Contractor in accordance with the previously approved Schedule of Values, including those items of labor, materials and equipment used, stored on the Site, or incorporated in the Work (and, if the Owner has agreed in advance in writing, suitably stored off the Site) through and including the payment application date. In the case of Sales and Use Tax, Contractor shall include a separate line item that specifies the exact amount of Sales and Use Tax paid by Contractor, without any markup or profit, and supported by adequate documentation.
- 6.1.4 The submission of an Application of Payment will constitute a representation by the Contractor that the Work has progressed to the point indicated and that, to the best of the Contractor's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents.
- 6.1.5 The Contractor warrants that title to all Work will pass to the Owner no later than the earlier of (a) the time of payment therefor or (b) the time of incorporation into the Work; provided however, that all risk of loss shall remain with the Contractor until Substantial Completion of the Work unless the Owner has taken possession of the work, either in whole or in part. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.
- 6.1.6 The Contractor shall not invoice for, or submit in any Application for Payment, any Work performed more than one hundred twenty (120) days prior to the applicable Application for Payment; provided that, in no event shall this Section be interpreted to allow Contractor to invoice the Owner any additional amounts after the final Application for Payment for Final Completion is submitted to the Owner, excluding punchlist work during the punchlist process (which costs shall be submitted to Owner no later than sixty (60) days after Final Completion).
- 6.1.7 The Owner may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner with written notice and explanation to the Contractor. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Contractor reasonably promptly. If the

Contractor and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment less the amount for which the Owner believes is necessary to protect its interests. The Owner 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 Owner's reasonable opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions because of:

- (i) defective Work not remedied;
- (ii) third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- (iii) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- (iv) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- (v) damage to the Owner or another contractor;
- (vi) 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;
- (vii) repeated failure to carry out the Work in accordance with the Contract Documents;
- (viii) failure of the Contractor to provide updates to the Project Schedule as required in Section 3.9.1;
- (ix) failure of the Contractor to take Extraordinary Measures as required in Section 3.9.7;
- (x) the amount the Contractor has requested in its Application for Payment exceeds the amount which the Contractor is entitled to be paid under the Contract Documents;
- (xi) liens or other encumbrances on all or a portion of the Site or the Work, which are filed by any Subcontractor, any Sub-subcontractor or any other person acting through or under any of them, unless discharged by Contractor in accordance with this Contract, excluding liens resulting from Owner's failure to make undisputed payments to Contractor that are due and payable and for which Owner does not have a right to withhold in accordance with the payment terms of this Contract; or
- (xii) any material breach by Contractor of any term or provision of the Contract Documents.

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

6.1.9 Provided Owner has timely paid Contractor all undisputed amounts due by the terms of the Agreement, the Contractor agrees that absent properly executed lien waivers or Contractor fails to bond around such liens, the Owner may, after ten (10) days written notice, elect at its sole option to either withhold from payment an amount that the Owner or Architect reasonably estimates to be sufficient to satisfy the claims of the Subcontractors, Sub-subcontractors and suppliers to the Project; or make direct payments, by joint checks, to Subcontractors, Sub-subcontractors and suppliers to the Project. Any such direct payment made by the Owner shall be deducted from the Contract Sum and from the amount of any progress payments currently or subsequently owed to the Contractor. The rights of the Owner herein shall not give rise to any duty on the part of the Owner to exercise such rights for the benefit of the Contractor or for any other person or entity.

6.1.10 If through no fault of the Contractor, and subject to Owner's rights to withhold or offset payment to Contractor under the Contract Documents, the Owner does not pay the Contractor within thirty (30) days after the date established in the Contract Documents the amount certified by the Owner or awarded by binding

dispute resolution or otherwise due, then the Contractor may, upon thirty (30) additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents. Contractor shall not have a right to stop the Work other than as permitted in this Section 6.1.10.

## 6.2 Progress Payments

- 6.2.1 Based upon Applications for Payment submitted to the Owner by the Contractor and Certificates for Payment issued by the Owner and Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below.
- 6.2.2 Provided that an Application for Payment is proper and is in full compliance with the Contract requirements and it is received by the Owner no later than the twenty seventh (27<sup>th</sup>) day of a month, the Owner shall make payment to the Contractor of the undisputed amounts not later than the twenty seventh (27<sup>th</sup>) day of the following month or as otherwise mutually agreed.
- 6.2.3 Applications for Payment shall be in the form of G702 and 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 Contract Price allocated to that portion of the Work in the schedule of values.
- 6.2.4 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

The amount of each progress payment shall first include:

- (i) That portion of the GMP properly allocable to completed Work performed to date and covered by the Application for Payment as determined by multiplying the percentage of completion of each portion of the Work by the share of the GMP allocated to that portion of the Work in the most recent schedule of values;
- (ii) 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 writing in advance by the Owner, suitably stored off the Site at a location agreed upon in writing;
- (iii) That portion of the GMP that has been earned as of such time (calculated based on the percent completion of the Work); and
- (iv) That portion of Contractor's Fee, computed on a percentage of completion basis.

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

- (v) The aggregate of any amounts previously paid by the Owner;
- (vi) For Work performed or defects discovered since the last payment application, any amount for which Owner may withhold payment, or nullify a Certificate for Payment in whole or in part;
- (vii) The amount, if any, that Owner has withheld in accordance with Section 6.1.7;
- (viii) The shortfall, if any, indicated by the Contractor in the documentation required by Section 6.1.2 to substantiate prior Applications for Payment or resulting from errors subsequently discovered by the Owner's accountants in such documentation; and

(ix) Retainage withheld pursuant to Section 6.3.

- 6.2.5 The Contractor shall promptly pay each Subcontractor within seven (7) days or as earlier required by law, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.
- 6.2.6 If there is evidence that the Contractor is not making payment to Subcontractors and material suppliers from payment received from the Owner, upon request of the Owner, the Contractor shall furnish to the Owner a certified statement accounting for the disbursement of funds received from the Owner. Such statement shall itemize all disbursements to Subcontractors and vendors and shall be accompanied by copies of Subcontractors' payment vouchers, vendors' invoices, payrolls, and other data substantiating actual expenditures. The Owner may inspect, copy and audit all records and documents related to such disbursements and reduce future payments to the Contractor for any amounts previously paid to the Contractor for Subcontractor disbursements, if such disbursements were not made from such payments.
- 6.2.7 Contractor shall act as a fiduciary for Subcontractors, Subcontractor's employees, Sub-Subcontractors, and Suppliers on the Project and all progress payments shall be considered trust funds intended to be held in trust to pay those parties all sums owing to them for work, materials, equipment, labor or other obligations of Contractor related to the Project, and shall not constitute funds of Contractor. This shall not require the Contractor to establish a separate account.
- 6.2.8 Approval of any Application of Payment, any progress payment or any use or occupancy of the Project by the Owner shall not constitute an acceptance of any Work which is not in accordance with the Contract. Regardless of approval of an Application for Payment by the Owner, the Contractor shall remain obligated and liable for the performance of the Work in strict compliance with the Contract.

### 6.3 Retainage

- 6.3.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due: five percent (5%) of the amount due on each interim Application for Payment.
- 6.3.2 The Contractor's Fee and Contractor's direct costs to obtain the insurance required under the Contract Documents are not subject to retainage. Contractor may, with prior written approval from Owner and its lenders (such approval not to be unreasonable withheld), elect to pay retainage applicable to a subcontractor.
- 6.3.3 Except as set forth in this Section 6.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 6.3. Notwithstanding the foregoing, the Application for Payment submitted at Substantial Completion shall include retainage in an amount equal to 150% of the estimated value of the punchlist items, which shall be released with Final Payment.

### 6.4 Substantial Completion

- 6.4.1 "**Substantial Completion**" means that all of the following have occurred with respect to the Project: (i) the Work is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; (ii) the Architect has provided written notice to the Owner that Contractor has achieved Substantial Completion; and (iii) the applicable governmental authority has issued a temporary certificate of occupancy.
- 6.4.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner 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.

- 6.4.3 Upon receipt of the Contractor's list, the Owner and Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's and 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 Owner. In such case, the Contractor shall then submit a request for another inspection by the Owner to determine the Substantial Completion.
- 6.4.4 When the Work or designated portion thereof is substantially complete, the Owner will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion and the responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, and damage to the Work and insurance. The Contractor shall be required to complete or correct all deficient Work within a period of thirty (30) days after Owner's notice, unless otherwise agreed in writing by the Owner. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work unless otherwise provided in the Certificate of Substantial Completion.
- 6.4.5 Upon issuance of the Certificate of Substantial Completion, Contractor shall submit a Payment Application for release of retention. The Payment Application for release of retention shall be deemed certified and approved within twenty-one (21) days after Owner receives the Application for Payment, unless before that time Owner or Owner's representative issues a written statement stating in reasonable detail Owner's reasons for not certifying or approving all or a portion of the Payment Application for release of retention. Owner may:
- (i) decline to certify and approve the Payment Application for release of retention or a portion of the Payment Application for failure of Contractor to complete a material requirement of the Contract or to complete portions of the Work or for any reason permitted under Section 6.1.7;
  - (ii) withhold from retention to be released only an amount not to exceed one hundred fifty percent (150%) of the direct costs and expenses the Owner reasonably expects to incur to protect Owner from loss for which Contractor is responsible and that results from Contractor's failure to complete portions of the Work at the time of substantial completion or for any reasons set forth in writing pursuant to this subsection.
- 6.4.6 Except to the extent set forth in Section 6.4.5, Owner shall pay the retention to Contractor within seven days after the date the Payment Application for release of retention is certified and approved. If Owner declines to certify or approve the Payment Application for release of retention or a portion of the Payment Application pursuant to Section 6.4.5, when any reason as stated in Owner's written statement has been removed, Contractor may submit a supplemental Payment Application for all or a portion of the retention withheld pursuant to Section 6.4.5. The Contractor may submit only one Payment Application during each billing cycle.
- 6.4.7 The issuance of the Certificate of Substantial Completion shall not constitute a waiver of any rights of the Owner, including without limitation the right to hold retainage permitted by the Contract. If the Contractor does not complete and/or correct the "punch-list" items listed in the Certificate of Substantial Completion within the required time, the Owner shall have the right to accomplish the same and offset all cost thereof against any amount then or thereafter due to the Contractor. If the amounts then or thereafter due to the Contractor are not sufficient to cover such costs, the Contractor shall pay the difference to the Owner.
- 6.4.8 The Owner may occupy or use any completed or partially completed portion of the Work at any stage, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the

Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. 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. Alternative partial early release of retainage will be subject to agreement with the lender.

## 6.5 Final Completion and Final Payment

- 6.5.1 **“Final Completion”** means that all Work and all other Contractor obligations under this Agreement (except for those obligations that extend beyond Final Completion, including obligations related to warranties and correction of defective work), are fully and completely performed in accordance with the terms of this Contract, including: (i) completion of all punchlist items; (ii) Contractor has obtained all permits for the Work other than those required to be obtained by Owner; (iii) delivery by Contractor to Owner of a fully executed final lien waiver in the form acceptable to Owner and required by Applicable Law from Contractor; (iv) delivery by Contractor to Owner of evidence acceptable to Owner that all Subcontractors have been fully paid, including fully executed interim lien waivers in the form acceptable to Owner and required by Applicable Law from all Subcontractors; (v) any liquidated damages due and owing have been paid (directly or by offset, at Owner’s sole discretion) to Owner; (vi) Contractor has assigned to or provided Owner with all Subcontractor warranties; (vii) the Project is ready to be used for the purpose intended without interference from unfinished or improperly completed Work, all as determined by the Owner in its reasonable judgment; (viii) Contractor has provided all maintenance and operating manuals, marked set of field record drawings and specifications reflecting “as built” conditions and/or electronic reproduction of same; (ix) Contractor has provided reproducible drawings reflecting the location of any concealed utilities, mechanical or electrical systems, and components; (x) removal from the Site of all of Contractor’s and Subcontractors’ personnel, supplies, waste, materials, rubbish, Hazardous Materials, Construction Equipment, and temporary facilities; (xi) Architect has issued to Owner a certificate of completion; (xii) the applicable governmental authority has issued a permanent certificate of occupancy; and (xiii) Contractor has performed all other obligations required under this Contract.
- 6.5.2 Upon receipt of the Contractor’s written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will make such inspection and, when the Owner finds the Work acceptable under the Contract Documents and the Contract fully performed, the Owner will issue a final Certificate for Payment.
- 6.5.3 A final Application for Payment shall be deemed certified and approved twenty-one (21) days after the Owner receives the final Application for Payment, unless before that time the Owner or Owner’s representative prepares and issues a written statement stating in reasonable detail the reasons the final Payment Application has not been certified or approved. The Owner may:
- (i) decline to certify and approve the final Payment Application or a portion thereof for failure of the Contractor to complete a requirement of the Contract or to complete portions of the Work in accordance with the Contract Documents or for any reason permitted under Section 6.1.7;
  - (ii) withhold from final payment an amount not to exceed one hundred fifty percent (150%) of the direct costs and expenses the Owner reasonably expects to incur to protect the Owner from loss for which the Contractor is responsible and that results from any reasons set forth in writing pursuant to this subsection.
- 6.5.4 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner: (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 cancelled or allowed to expire until at least 30 days’ prior written notice has been given to the Owner; (3) consent of surety, if any, to final payment; (4), 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; (5) all other obligations required under this Contract for Final Completion; and (6) any other lender required documents. Lien waivers shall be conditional for the amount of the current payment and unconditional for the total amount of previous payments to date.

- 6.5.5 Provided Owner has made payment to Contractor pursuant to the Contract, Contractor shall remove or cause to be removed any and all liens, bond claims, or retainage claims of Subcontractors, lower tier Subcontractors, suppliers, or laborers before any action is brought to enforce the same, or within ten (10) days after written demand by Owner, which ever first occurs. Contractor agrees to indemnify, defend, and hold harmless Owner, Owner's surety, and the Project free and harmless of all liability for any and all such liens or claims, together with attorney's fees and costs and expenses related thereto. Without limitation as to any such liens or claims, upon the written request of Owner, Contractor shall post the cash deposit or bond provided for in any applicable statute that permits a construction lien to be "bonded off" real property. If Contractor fails to remove or bond off such liens or claims, all expenses, including attorney fees and costs so incurred by Owner in doing so, shall be immediately due from Contractor to Owner and shall bear interest at six percent (6%) per annum.
- 6.5.6 The Owner's accountants will review and report in writing on the Contractor's final accounting within Forty Five (45) days after delivery of the final accounting to the Owner by the Contractor. Based upon such Cost of the Work as the Owner's accountants report to be substantiated by the Contractor's final accounting, and provided the other conditions of the General Conditions have been met, the Owner will notify Contractor of its findings. If Owner agrees with Contractor's accounting, and the conditions provided in General Conditions have been met, the Owner will issue a final Certificate for Payment within Seven (7) days after the Owner's accountant's issues its report.
- 6.5.7 Final payment will be due within 45 days after issuance of a final Certificate for Payment. Acceptance of final payment by the Contractor shall constitute a waiver and release of all Claims or potential Claims.

**6.6 Cost of the Work**

- 6.6.1 The Owner will pay Contractor the "Cost of the Work" subject to the Guaranteed Maximum Price. "**Cost of the Work**" shall mean direct and actual costs necessarily incurred by the Contractor in the proper performance of the Work for the items set forth in this Article 6.6. Cost of the Work shall be at rates not higher than the standard paid at the place of the Project and shall include only the items set forth in this Article 6.6. In no event shall the Owner be required to reimburse the Contractor for any portion of the Cost of the Work incurred prior to the Commencement Date, unless the Contractor has received the Owner's written consent prior to incurring such cost.
- 6.6.2 The rates and other fixed percentage amounts that Contractor may charge as a Cost of the Work, are subject to Owner's audit rights only for Owner to confirm that such rates, or percentages have been charged by Contractor in accordance with a contract and that the composition of such rates or percentages are not subject to audit by Owner.
- 6.6.3 The Cost of the Work shall include all costs in connection with use of the Contractor's Contingency pursuant to Section 3.4.1 of the Agreement.
- 6.6.4 Labor Costs
  - (i) 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 written approval, at off-Site workshops, and only at the single hourly fixed rates listed on Exhibit A.
  - (ii) Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the Site or, with Owner's prior written approval, at Contractor's home office or satellite office, and only at the single hourly fixed rates listed on Exhibit A.

- (iii) 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, and only at the single hourly fixed rates listed on Exhibit A.
- (iv) 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 including sick leave, truck allowance, medical and health benefits, holidays, vacations, retirement plan, pensions, and, with Owner's prior written approval, market bonuses, provided such costs are based on wages and salaries included in the Cost of the Work under this Section 6.6.4.

6.6.5 Subcontract Costs

- (i) Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts properly entered into under this Contract.

6.6.6 Costs of Materials and Equipment Incorporated in the Completed Construction

- (i) Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.
- (ii) Costs of materials described in the preceding Section in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

6.6.7 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

- (i) Costs of transportation and 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; and cost (less salvage value) of such items if not fully consumed, whether sold to others or retained by the Contractor. Cost for items previously used by the Contractor shall mean fair market value.
- (ii) 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, whether rented from the Contractor or others. Costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof shall be included in the Contractor's General Conditions.
- (iii) Costs of removal of debris from the Site of the Work and its proper and legal disposal.
- (iv) Costs of materials and equipment suitably stored off the Site at a mutually acceptable location, if approved in advance in writing by the Owner shall be included in the Contractor's General Conditions.

6.6.8 Miscellaneous Costs

- (i) That portion of insurance and bond premiums which are not in the Owner's Budget and paid for by the Owner that can be directly attributed to this Contract shall be included in the Contractor's General Conditions; provided however, that such costs shall not be included in the Cost of the Work for purposes of calculating the Contractor's Fee.

- (ii) Fees and assessments for permits, licenses and inspections for which the Contractor is required by the Contract Documents to pay (but excluding trade permits or licenses).
- (iii) Fees of laboratories for tests required by the Contract Documents which are not paid for by the Owner, except those related to defective or nonconforming Work for which reimbursement is excluded by the Contract Documents, and which do not fall within the scope of 3.20.9.
- (iv) Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; payments made in accordance with legal judgments against the Contractor resulting from suits or Claims for infringement of patent rights arising from the requirements of the Contract Documents, and payments of settlements made with the Owner's written consent, unless the Contractor had reason to believe that the required design, process or product was an infringement of a copyright or a patent, and the Contractor failed to promptly furnish such information to the Owner and the Architect as required by Section 3.17. The costs of legal defenses, judgments, and settlements, shall not be included in the Cost of the Work used to calculate the Contractor's Fee.
- (v) Legal, mediation and litigation costs, including attorneys' fees, other than those arising from disputes between the Owner and Contractor, reasonably incurred by the Contractor after the execution of this Agreement in the performance of the Work and with the Owner's prior written approval.
- (vi) Expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of personnel required for the Work, shall be included in the Contractor's General Conditions, with the Owner's prior written approval.
- (vii) Contractor's General Conditions expense described in Division I of the Construction Budget included as Exhibit A, provided that with respect to the labor component of the General Conditions, only such labor costs dedicated solely to the Project and for labor time tracked directly to the project.
- (viii) Cost of document reproduction, postage and parcel delivery charges, telephone service at the site.
- (ix) Reasonable expenses of Contractor's personnel incurred while traveling in discharge of duties connected with the Work.

#### 6.6.9 Other Costs and Emergencies

- (i) Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the Owner.
- (ii) Costs due to emergencies 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 the General Conditions.
- (iii) Costs of uncovering, repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors, or suppliers (including any such costs described in Article 12 of the A201 General Conditions), provided that such damaged or nonconforming Work was not caused by the gross negligence of Contractor or reasonably could have been prevented by Contractor and only to the extent that (i) the Contractor uses reasonable efforts to collect the cost of repair or correction from insurance, sureties, Subcontractors, suppliers, or others, (ii) such cost is not recovered by the Contractor, and (iii) any absence of collectible insurance is not due to the Contractor's breach of a contract for insurance.

#### 6.6.10 Related Party Transactions

- 6.6.10.1 For purposes of this Section 6.6.10, the term "**related party**" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the

Contractor; (2) any entity in which any stockholder in, or management employee of, the Contractor holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Contractor; or (4) any person or any member of the immediate family of any person who has the right to control the business or affairs of the Contractor.

6.6.10.2 If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 4. If the Owner fails to authorize the transaction in writing, the Contractor shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 4. Contractor shall not self-perform any portion of the Work (other than the Contractor's General Conditions Work) without the prior written consent of the Owner.

6.6.11 Costs not to be Reimbursed

The Cost of the Work shall not include: Any of the items set forth in this Article 6.5.8 or any items expressly excluded under Sections 6.6.1 – 6.6.9 above.

- (i) 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 approved by the Owner as noted in Section 6.6.4.
- (ii) Except to the extent listed in Exhibit A, expenses of the Contractor's principal office and offices other than the Site office including, the services of the Contractor's accounting departments and clerical staff, sales, legal, labor relations, insurance and tax departments, the costs of Contractor's IT department (except when IT personnel are on Site for IT set-up or maintenance), the costs of professional association membership and all other costs of doing business, services and related expenses and overhead required or desired to maintain and operate such offices, including but not limited to principal office computers.
- (iii) The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work.
- (iv) Any of the Contractor's federal, state or local income taxes or franchise or personal or real property taxes or the cost of any licenses obtained for the general conduct of the Contractor's business.
- (v) Replacement or payment for lost or stolen machinery and equipment due to Contractor negligence.
- (vi) Any cost not specifically and expressly described in Sections 6.6.1 – 6.6.9 above.
- (vii) Except to the extent set forth in Section 6.6.4(iv), bonuses, profit sharing, incentive compensation, and any other discretionary payments of any kind;
- (viii) Overhead and general expenses, except as may be expressly included in Sections 6.6.1 – 6.6.9 above;
- (ix) The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;
- (x) Except to the extent set forth in Section 6.6.9(iii), Costs due to the default, negligence, wrongdoing, or violation of the Contract by Contractor, any Subcontractor, any Sub-subcontractor, or anyone

directly employed by any of them or for whose acts any of them may be liable, including the disposal of materials and equipment incorrectly ordered or supplied;

- (xi) The costs of all fines, reinspection fees and penalties, including interest thereon, assessed against Contractor by any federal, state, or local governmental or quasi-governmental authority, except to the extent due to the fault of Owner;
- (xii) The costs of any liability, taxes, charges, or contributions attributable to Contractor's failure to make timely disbursements to its Subcontractors;
- (xiii) The costs of bond to discharge liens arising out of Claims against the Project which liens have been filed by Subcontractors;
- (xiv) Any cost not necessarily incurred or paid by Contractor in accomplishing Work or was not properly and reasonably incurred by Contractor;
- (xv) Any cost not supported by Contractor's accounts and records;
- (xvi) Rental costs of machinery and equipment, except as specifically provided in Section 7.3.4.3;
- (xvii) Making good any damage to property not forming part of the Work;
- (xviii) Costs associated with damages, lost, or stolen tools and Construction Equipment;
- (xix) Deductibles and co-payments on insurance policies;
- (xx) Any fine, penalty or remediation cost imposed on Contractor or its Subcontractors;
- (xxi) The cost of defending and losses in suits and Claims for infringement of patent rights that do not arise from a particular design, process, or product of a particular manufacturer or manufacturers required by the Contract; and
- (xxii) Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

#### 6.6.12 Accounting Records.

6.6.12.1 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, at Owner's expense (except as otherwise expressly provided in this Section 6.6.12), shall, during regular business hours and upon reasonable notice, be afforded access to and shall be permitted to audit and copy the Contractor's Project records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, general conditions costs and management salaries 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. All records shall be maintained for at least four (4) years after final payment in accordance with generally accepted accounting procedures, consistently applied. Contractor shall ensure that Subcontractors have the same obligations to retain records as required under this Section 6.6.12.

6.6.12.2 Subcontractors retained by the Contractor shall cooperate with audits as are required of the Contractor under this Section 6.6.12.

- 6.6.12.3 If any inspection by the Owner of the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to the Contract Documents reveals an overcharge, then the Contractor shall, upon demand, pay the Owner an amount equal to such overcharge plus interest thereon from the date paid by the Owner until the date repaid. In addition to the foregoing, if such aggregate amount of all overcharges is greater than one percent (1%) of the Guaranteed Maximum Price, the Contractor shall pay the Owner's audit costs.

## **ARTICLE 7 CHANGES IN THE WORK**

### **7.1 Changes**

- 7.1.1 The Owner may make changes in the Work at any time without invalidating this Contract, by Change Order or Construction Change Directive.
- 7.1.2 A Change Order shall be based upon agreement between the Owner and the Contractor.
- 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order or Construction Change Directive.
- 7.1.4 If the Owner is considering a change in the Work, then the Owner may request in writing that the Contractor prepare a proposal for a Change Order. In such event, the Contractor shall promptly prepare the proposed Change Order for such change in the Work indicating any requisite increase in the Guaranteed Maximum Price or extension of the Contract Time. In addition, within five (5) business days after the Owner requests a non-binding estimate for a proposed Change Order, the Contractor shall provide to the Owner a written non-binding estimate reflecting the Contractor's good faith estimate of any requisite increase in the Guaranteed Maximum Price or extension of the Contract Time that will result from such Change Order.
- 7.1.5 No action, conduct, omission, or prior course of dealing by the Owner shall act to waive, modify, change, or alter the requirement that Change Orders must be in writing signed by the Owner and Contractor, and that such written change orders are the exclusive method for effecting any change to the contract sum or contract time. The Contractor understands and agrees that the Contract Sum and Contract Time cannot be changed by implication, oral agreements, actions, inactions, course of conduct, or constructive change order. If Contractor performs additional work without a written approval from Owner, Change Order, or Construction Change Directive, the Contractor waives any right to seek a change in the Contract Sum or Contract Time.
- 7.1.6 A Change Order shall constitute a final settlement and accord and satisfaction of all matters relating to the change in the Work that is the subject of the Change Order, including, all direct and indirect costs associated with such change, any impact such change may have on the unchanged Work, and any and all adjustments to the Guaranteed Maximum Price and the Project Schedule.

### **7.2 Notice of Claim**

- 7.2.1 A "**Claim**" is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, a change in the Contract Sum, or other relief with respect to the terms of the Contract. The term "**Claim**" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 7.2.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.
- 7.2.2 In the event that any direction of Owner or any other action, omission, conduct, circumstance, event or condition that the Contractor believes will cost the Contractor additional expense or delay to the schedule and the Contractor desires to seek an adjustment in the Contract Sum or Contract Time or other remedies under the Contract, the Contractor shall be required to notify Owner of the same by delivering a Notice of Claim to the Owner. A Notice of Claim is a demand for adjustment in compensation, time, or a request for

any other relief or remedy and such Notice of Claim must be in strict compliance with this Section 7.2 and the following sub-paragraphs.

- 7.2.3 The Contractor shall give the Owner written Notice of Claim not later than fifteen (15) days after Contractor knew, or reasonably should have known, of the occurrence of the event giving rise to the Claim. The written notice shall also set forth, at a minimum, a description of: the event giving rise to the request for an equitable adjustment in the Contract Sum; the nature of the impacts to Contractor and its Subcontractors of any tier, if any; and to the extent possible the amount of the adjustment in Contract Sum requested. Failure to provide a timely Notice of Claim as required herein shall constitute a waiver of any rights to recover any additional compensation, time extension or other relief including, but not limited to, any and all right to recover damages, cost, impacts, inefficiency, extended overhead, unabsorbed overhead, ripple effect, or expenses of any nature whatsoever which the Contractor may suffer or incur.
- 7.2.4 The Contractor shall immediately begin to keep and maintain complete, accurate, and specific daily records after the occurrence of any event that may give rise to a Claim. Contractor shall give Owner access to any such records and, if requested, shall promptly furnish copies of such records to Owner.
- 7.2.5 Within thirty (30) days after the occurrence of the event giving rise to the request, unless Owner agrees in writing to allow an additional period of time to ascertain more accurate dates, Contractor shall supplement the written notice provided in accordance with Section 7.2.3, above with additional supporting data. Such additional data shall include, at a minimum, the amount of compensation requested, itemized in accordance with the procedure set forth herein; specific facts, circumstances, and analysis that confirms not only that Contractor suffered the damages claimed, but that the damages claimed were actually of the act, event or condition complained of and that the Contract Documents provided entitlement to an equitable adjustment to Contractor for such act, event, or condition; and documentation sufficiently detailed to permit an informed analysis of the request by Owner.
- 7.2.6 Provided that the Contractor strictly complies with this Article 7 and the Contractor is otherwise entitled to either an adjustment to the Contract Sum or Contract Time under the terms of the Contract, the amount of adjustment in the Contract Sum shall be determined in strict accordance with Section 7.4 and the amount of modification to the Contract Time shall be determined in strict accordance with Article 5. Any such adjustment shall be confirmed by written Change Order.
- 7.2.7 Pending final resolution of any adjustment to the Contract Sum or Time, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments of all amounts not in dispute in accordance with the Contract Documents. Upon receipt of written instructions from the Owner, the Contractor shall proceed to perform the Work in accordance with such instructions and otherwise in accordance with the Contract Documents, even if the amount of the additional payment or credit or the extent of any change in the Contract Time, if any, resulting from such Work has not yet been determined, and even if there is a disagreement between the Owner and the Contractor as to whether the Contractor is entitled to any additional payment or an extension of time for performing such Work.

### **7.3 Change Orders/Construction Change Directive**

- 7.3.1 A Change Order is a written instrument which shall be prepared by the Contractor and signed by the Owner and the Contractor, stating their agreement upon all of the following:
- (i) a change in the Work;
  - (ii) the amount of the adjustment, if any, in the Contract Sum; and
  - (iii) the extent of the adjustment, if any, in the Contract Time.
- 7.3.2 A Construction Change Directive is a written order prepared and signed by the Owner, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both.

- 7.3.3 If the Construction Change Directive provides for an adjustment to the Guaranteed Maximum Price, the adjustment shall be based on one of the following methods:
- 7.3.3.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
  - 7.3.3.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
  - 7.3.3.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
  - 7.3.3.4 As provided in Section 7.3.4.
- 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Guaranteed Maximum Price, the Owner shall determine the adjustment on the basis of actual expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Guaranteed Maximum Price, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:
- 7.3.4.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Owner;
  - 7.3.4.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
  - 7.3.4.3 Reasonable rental costs of machinery and equipment, exclusive of hand tools obtained and used exclusively for such work, whether rented from the Contractor or others;
  - 7.3.4.4 Costs of premiums for all bonds and insurance, permit fees, and Sales and Use Tax, directly related to the change; and
  - 7.3.4.5 General Conditions directly attributable to the change.
- 7.3.5 If the Contractor disagrees with Owner's adjustment in the Contract Time in a Change Order Directive, the Contractor may make a Claim in accordance with applicable provisions of Article 12.
- 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect and the Owner of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Guaranteed Maximum Price or Contract Time.
- 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Guaranteed Maximum Price and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
- 7.3.8 Except as otherwise agreed by the Owner and the Contractor, the adjustment to the Contract Sum shall be determined as provided in Section 7.4 or by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
- 7.3.9 Pending final determination of cost to the Owner, amounts not in dispute may be included in Applications for Payment. The amount of credit to be allowed by the Contractor to the Owner for deletion or change which results in a net decrease in the Contract Price will be actual net cost. 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 the net increase, if any, with respect to that change.

- 7.3.10 When the Owner and the Contractor agree upon the adjustments in the Contract Price and Contract Time, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

**7.4 Pricing of Contract Adjustments**

- 7.4.1 In the event that the Contractor is entitled to an adjustment in the Contract Sum, the Owner shall have the right at any time to require the pricing of the adjustment to be based on a Lump Sum basis, a Unit Price basis or a Time and Material basis, all as hereinafter more particularly described. The amount of such adjustment and the manner of the same shall be strictly limited to the provisions of this Section 7.4.
- 7.4.2 If the Owner elects to price the change in the Work performed on a Lump Sum basis, the pricing of the change shall be based on a lump sum proposal which shall be submitted by the Contractor to the Owner within the time established by the Owner in the Owner's request therefore. The Owner's request for a lump sum proposal shall not be deemed an election by the Owner to have the Change in the Work performed on a lump sum basis. The Contractor's proposal shall be itemized and segregated by labor and materials for the various components of the Change in the Work and shall be accompanied by signed proposals of any Subcontractors or Sub-subcontractors who shall perform any portion of the Change in the Work and of any persons who will furnish materials or equipment for incorporation therein. If any of the items included in the lump sum proposal are covered by unit prices contained in the Contract, the Owner may elect to use these unit prices in lieu of the similar items included in the lump sum proposal, in which event an appropriate deduction will be made in the lump sum amount prior to the application of any allowed overhead and profit percentages. Overhead and profit shall be included in each lump sum price.
- 7.4.3 If the Owner elects to price the change in the Work performed on a Unit Price basis, the pricing shall be based on the unit prices, if any, set forth in Section 4.4 of the Agreement and if not identified herein upon a unit price proposal which shall be submitted by the Contractor to the Owner within the time established by the Owner in the Owner's request therefore. The Owner's request for a unit price proposal shall not be deemed an election by the Owner to have the Change in the Work performed on a unit price basis. The Contractor's proposal shall itemize the quantities of each item of the Change in the Work for which there is an applicable unit price contained in the Contract. The quantities shall also be itemized in relation to each specific Drawing. Unit prices shall be applied to net differences of quantities of the same item. Nothing herein contained shall preclude the Owner from requesting a lump sum proposal and a unit price proposal with respect to the same Change in the Work, in which event the Contractor shall submit both. Any unit price adjustment under this paragraph shall not include an additional markup for overhead and profit.
- 7.4.4 If the Owner elects to have the change in the Work on a time and material basis, the same shall be performed, whether by the Contractor, its Subcontractors or Sub-subcontractors, at Actual Cost, excluding overhead and profit. The term Actual Cost is defined as actual wages paid for labor in the direct employ of Contractor, plus Labor Burden, the net cost of all Subcontractor materials, suppliers, and equipment, and third party rental charges. In the event of pricing on a time and material basis, the Owner may require authentication of all time and material tickets and invoices by persons designated by the Owner for such purposes.
- 7.4.5 In the event of disagreement, the Owner may issue a Construction Change Directive for any Change in the Work which shall include the Owner's reasonable estimate of the cost of the Change and which shall become automatically final and binding upon the Contractor, subject to Section 7.3.
- 7.4.6 If any dispute should arise between the parties with respect to an increase or decrease in the Contract Sum as a result of a Change in the Work, the Contractor shall not suspend performance of any such Change in the Work or the Work itself unless otherwise so ordered by the Owner in writing. The Owner shall, however, notify the Contractor of its determination regarding any such Change. In the case of an acknowledged change, but a dispute over the amount of the increase, the Owner shall upon proper and acceptable documentation of the expense thereafter pay to the Contractor the Owner's reasonable estimate of the value of the Change in

the Work as its sole obligation with respect to any such Change pending resolution of the dispute. The Contractor shall thereafter be subject to the terms of Article 12 regarding its Claim for any difference.

## 7.5 Differing Site Conditions

- 7.5.1 If the Contractor encounters conditions at the Site which 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 written notice to the Owner and the Architect before conditions are disturbed and in no event later than five (5) days after first observance of such conditions. The Owner will promptly investigate such conditions and, if 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, Contractor will be entitled to seek a Change Order increasing the Contract Sum or Contract Time, or both, to account for such increases and any additional delays, expenses, or damages suffered by Contractor. If 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 Agreement is justified, the Owner shall promptly notify the Contractor, stating the reasons. If the Contractor disputes the Owner's determination, the Contractor may submit a Claim as provided in Article 12. No adjustment in the Contract Time or Guaranteed Maximum Price shall be permitted, however, in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or that reasonably should have been discovered by the Contractor. If the Contractor fails to provide notice timely, as described above, then the Contractor will have no Claim for relief in connection with such circumstances, including no Claim for an extension of the Contract Time nor an increase in the Guaranteed Maximum Price. The Contractor shall not proceed with the Work subject to any such condition described in this Section 7.5.1 until it receives instructions from the Owner.

## ARTICLE 8 PROTECTION OF PERSONS AND PROPERTY

- 8.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs and as required by local, state, and federal authorities in connection with the performance of the Contract. The Contractor shall furnish, upon the Owner's request, a copy of a Safety, Loss Prevention and Security Plan to the Owner and Architect within five (5) calendar days following execution of the Agreement and shall comply with such Plan and with the requirements of all governmental authorities having jurisdiction of the Site. The Contractor and its Subcontractors shall provide barriers, barricades, fences, flagmen, fire prevention and other measures and all other safeguards necessary for the protection of health and safety of the Site, the Work, materials, supplies and equipment, whether on or off the Site and whether installed or not, adjacent properties and all the Contractor's personnel and other persons, including the Owner's personnel, and other non-Contractor materials, equipment and supplies on or immediately adjacent to the Site. The Contractor shall also have and strictly enforce policies regarding the use of drugs and alcohol by its employees and those of its Subcontractor of all tiers.
- 8.2 The Contractor will exercise due diligence in the investigation of credentials and references in the hiring of all personnel required to perform the Work. In this regard, the Contractor shall use commercially reasonable efforts to not employ any person at the Site who is not duly authorized to live and be employed in the United States of America. The Contractor shall exercise management control over all personnel utilized by the Contractor in performing the Work, and promptly remove from the Site any personnel who are, in the opinion of the Owner, incompetent, unfit or disorderly and shall not reassign such personnel to the Site. The Contractor represents that all of its personnel who will enter the Site during the performance of the Work have received necessary information concerning the Site and have received appropriate training regarding the activities to be performed, including without limitation training to address any actual or potential danger and any Applicable Law with respect to performance of the Work.
- 8.3 The Contractor alone shall be responsible for all injuries to persons and for all damages to property of the Owner or others, to the extent caused by or resulting from the negligence of the Contractor, its employees or agents in conjunction with prosecution of the Work. This responsibility of the Contractor

shall extend to any location where Work is performed, and shall apply continuously throughout the course of Work performance without regard to normal working hours or days.

#### 8.4 Safety of Persons and Property

- 8.4.1 The Owner assumes no responsibility or liability for the physical condition or safety of the Site or any improvements located on the Site that are under the Contractor's control. The Contractor and its Subcontractors shall be solely responsible for providing a safe place for the performance of the Work. Without limitation to the foregoing, the Contractor and its Subcontractors shall, at the Contractor's sole cost and expense, take precautions for the safety and health of, and shall provide protection to prevent damage, injury or loss to:
- (i) employees on the Site, property immediately adjacent thereto and other persons who may be affected thereby;
  - (ii) 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
  - (iii) 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.
- 8.4.2 The Contractor shall give notices and comply with Applicable Laws bearing on the safety of persons or property or their protection from damage, injury or loss. The Contractor shall notify Owner's representative immediately in the event of a significant safety concern or event which causes or may cause damage, injury or loss. Contractor shall coordinate with and permit Owner to review and previously approve in writing all communications with public authorities and media.
- 8.4.3 The Contractor shall be responsible for Site security, including but not limited to all fencing, security systems. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for security, 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. All such costs are included in the GMP.
- 8.4.4 The Owner may authorize the Contractor, at Owner's expense, to provide guards, watchmen or other security for the Project not included in the GMP, but the Owner shall be under no obligation to the Contractor to do so and by doing so shall not assume any responsibility to the Contractor. If the Contractor fails to provide adequate protection and safety as herein required, the Owner can do so at the Contractor's sole cost.
- 8.4.5 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 give the Owner reasonable advance notice and exercise utmost care and carry on such activities under supervision of properly qualified personnel. If the Contract Documents require the Contractor to handle materials or substances that under certain circumstances may be designated as hazardous, the Contractor shall handle such materials in a manner in compliance with all Applicable Laws.
- 8.4.6 The Contractor shall promptly remedy any damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under the Contract Documents, except damage or loss solely attributable to negligent 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.
- 8.4.7 The Contractor shall establish and administer its Safety, Loss Prevention and Security Plan, including fire prevention, in compliance with governmental authorities having jurisdiction thereof. The Contractor shall

designate a safety, loss prevention and security supervisor whose duty shall be the prevention of accidents, and the coordination and enforcement of such Plan. This person shall be on the Site and shall be identified to Owner by Contractor.

- 8.4.8 The Contractor shall not load or permit any part of the construction or Site to be loaded so as to endanger the security of the Project or the safety of anyone working at the Site.
- 8.4.9 The Contractor shall promptly report to the Owner in writing any accident occurring on or off the Site that relates to the Work and, in no event, later than twenty-four (24) hours after the Contractor's learning of such accident, and shall, in addition, immediately give notice, by telephone or messenger, of any accident resulting in death or serious personal injury or property damage. Such report shall include all known details of the circumstances, the nature and extent of any injuries or property damage, the names of all witnesses and other persons who may have knowledge of the circumstances of the accident, and such other details as the Owner or the Owner's insurer shall require. If any Claim for damage or otherwise is made as a result of any accident, the Contractor shall promptly report the facts in writing to the Owner, giving full details of the Claim so that the Owner may assess responsibility, if any, protect its interest in the Project and prepare in a timely fashion relevant information for its insurance carrier. Except as provided in Section 6.6, the Contractor shall be liable for all costs, whether direct or indirect, incurred by the Owner arising out of or related to accidents caused by the Contractor or a Subcontractor.
- 8.4.10 The Contractor shall continuously inspect and protect the Work and property of its Subcontractors, whether finished or unfinished, from damage, injury or loss arising in connection with operations under the Contract Documents, and shall carry out its operations so as to avoid damage, injury or loss to completed Work and to the work of the Owner and any Separate Contractor of the Owner. If the Owner or a Separate Contractor has not sufficiently protected their work, the Contractor shall promptly so notify the Owner or Separate Contractor.

**8.5 Hazardous Materials**

- 8.5.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a pre-existing 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, encountered on the Site by the Contractor, then the Contractor shall, upon recognizing the condition, (i) immediately stop Work in the affected area and notify the Owner and Architect of the condition and (ii) comply with all applicable health, safety, and environmental policies, procedures, and requirements.
- 8.5.2 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 such pre-existing material or substance reported by the Contractor. In the event such pre-existing material or substance is found to be present and hazardous, Owner shall remediate such pre-existing hazardous material in accordance with Applicable Law.
- 8.5.3 If the presence of the hazardous material or substance is the result of actions by the Contractor, or those acting on the Contractor's behalf (including any Subcontractors or Sub-subcontractors), the Contractor 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 Contractor shall furnish in writing to the Owner 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 Owner and Architect will promptly reply to the Contractor in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Contractor. If either the Owner or Architect has an objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor.

- 8.5.4 To the fullest extent permitted by law, except as set forth in Section 8.5.5 below, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, and employees of any of them from and against claims, fines, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) due to pre-existing hazardous material, except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity or Contractor's failure to comply with Section 8.5.1.
- 8.5.5 The Owner shall not be responsible for hazardous materials or substances that are brought to the Site, generated, or negligently disturbed by the Contractor, any Subcontractor, any material supplier, or any entity for whom any of them is responsible.
- 8.5.6 The Contractor shall reimburse, indemnify, defend and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them for any cost, claims, damage, action, loss, or expense that arises out of or the Owner incurs for (1) remediation of hazardous materials or substances the Contractor or any Subcontractor or Sub-subcontractor: (A) generates or brings to the Site, (B) negligently handles or (C) negligently exacerbates, or (2) the Contractor's failure to perform its obligations under Section 8.5.1, except to the extent that the cost and expense are due to the Owner's wilful misconduct or negligence.
- 8.5.7 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of an Owner's hazardous substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.
- 8.5.8 Contractor shall not, nor shall it permit or allow any Subcontractor to bring any hazardous materials on the Site except as necessary to perform applicable Work and shall bear all responsibility and remain strictly liability for all such hazardous materials.

## 8.6 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 Contract Time claimed by the Contractor on account of an emergency shall be determined as provided in Article 12. The Contractor shall notify the Owner and Architect of such emergency as promptly as is practicable under the circumstances.

## ARTICLE 9 INSURANCE AND INDEMNITY

### 9.1 Insurance

The coverages for and requirements of the insurance required to be maintained by the Contractor for the Project are enumerated in Exhibit G to the Agreement. Exhibit G also includes the Owner's anticipated insurance coverage, including the builder's risk insurance for the Project.

- 9.1.1 **Contractor's Insurance.** The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.
- 9.1.2 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** All policies of Contractor and Subcontractors provided hereunder shall contain a provision that at least thirty (30) days' prior written notice shall be given to the Owner and additional insureds prior to cancellation of coverage. Contractor shall, and shall cause its Subcontractors, to provide at least thirty (30) days' prior written notice to the Owner and additional insureds in the event of non-renewal or material change in coverage. Upon receipt of notice from the Contractor, the Owner may, if it so elects, purchase the required insurance at Contractor's expense.

9.1.3 **Waiver of Subrogation.** All policies of Contractor, Subcontractors and Sub-subcontractors required herein shall include waivers of subrogation providing that each insurer shall waive its rights of recovery, under subrogation or otherwise, against the Owner. The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect’s consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect’s consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive Claims pursuant to this Section 9.1.3 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

9.2 **Indemnification**

9.2.1 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner and Architect and Architect’s consultants and their respective partners, officers, directors, shareholders, employees, agents, representatives, consultants, lenders, attorneys, parents, subsidiaries, affiliates, heirs, beneficiaries, successors and assigns, and any other person or entity designated by Owner (collectively, the “**Indemnitees**” and, separately, each an “**Indemnitee**”) from and against any and all third party claims, damages, fines, penalties, losses and expenses, including reasonable attorneys’ fees (“**Indemnified Claim**”) that arises out of or results from (i) the negligent performance, or negligent lack of performance, by the Contractor, its Subcontractors, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, of Contractor’s duties and obligations under or pursuant to the Contract, (ii) any breach of the Contract by the Contractor and (iii) any acts, errors or omissions of the Contractor, including those caused by the recklessness, or willful misconduct of the Contractor, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, provided that nothing in this Section shall be construed to require the Contractor to indemnify or defend for an Indemnified Claim caused by or resulting from the sole negligence of Owner or anyone for which the Owner is responsible. In the event a Indemnified Claim results from the concurrent negligence of Owner, the Contractor’s liability, including the duty and cost to defend, hereunder shall be limited to the Contractor’s negligence only.

For purposes of the indemnification provided herein, the Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, and all other applicable Industrial Insurance/Worker’s Compensation Acts or their equivalent. The Contractor and Owner agree that this waiver has been mutually negotiated by the parties.

RL [initials of Contractor]

TA [initials of Owner]

9.2.2 In Claims against any person or entity indemnified under this Section 9.2 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 9.2 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers’ compensation acts, disability benefit acts or other employee benefit acts.

9.2.3 Contractor’s duty to defend the Indemnitees is entirely separate from, independent of and free standing from Contractor’s duty to indemnify the Indemnitees, including, the defense of the Indemnitees against Claims for which the Indemnitees (or any of them) may be strictly liable and applies without regard to whether the issue of Contractor’s liability, breach of this Contract or other obligation or fault has been determined and without regard to whether the Indemnitees (or any of them) have paid any sums or incurred any detriment, arising out of or resulting directly or indirectly from Contractor’s performance of the Work. Such defense obligation shall arise immediately upon written notice of the Claim being provided to Contractor, and includes, the

obligation to defend Owner with respect to any alternative dispute resolution proceeding authorized under this Contract as well as matters related to investigation and resolution of Claims. It is the parties' intention that the Indemnitees (or any of them) shall be entitled to obtain summary adjudication of Contractor's duty to defend and/or duty to indemnify the Indemnitees at any time.

9.2.4 The indemnity obligation set forth in this Section 9.2 shall survive the expiration or termination of the Contract.

### 9.3 Mutual Waiver of Consequential Damage

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

- (i) 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
- (ii) 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.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 11. Nothing contained in this Section 15.1.7 shall be deemed to preclude (i) assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents; (ii) the use of diminished income stream or rents in the calculation of "diminution of value" of the Work, in the event the Owner exercises its right under Section 10.8 to reduce the Contract Sum by an appropriate amount; (iii) the obligation of the Contractor to reimburse the Owner for any fines from governmental entities or additional costs and expenses for the Architect or other consultants, or Separate Contractors, arising out of any act or omission of the Contractor; or (iv) the obligation of the Contractor to indemnify or defend the Indemnified Parties for any claims brought by any third party.

This mutual waiver is not applicable to the extent such Claim is covered by and paid from insurance for or applicable to the Project in excess of any deductible or self-insured retention.

## ARTICLE 10 CORRECTION OF WORK

- 10.1 The Owner will have authority to reject Work that does not conform to the Contract Documents. Whenever the Owner considers it necessary or advisable, the Owner will have authority to require inspection or testing of the Work, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner nor a decision made in good faith to either exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.
- 10.2 The Contractor shall promptly correct Work rejected by the Owner or known by the Contractor to be defective or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed.
- 10.3 If, within one (1) year after the date of Substantial Completion of the Work or by terms of an applicable special warranty if such warranty is longer in-duration, required by the Contract Documents, any of the Work is determined by the Owner to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so. In no event shall Contractor's Warranties including but not limited to warranties of subcontractors and suppliers and any special warranties commence earlier than Substantial Completion of the Work. The one-year period for correction of Work shall be extended by corrective Work performed by the Contractor pursuant to this Section 10.3 until the earlier of (a) one (1) year after the completion of such corrective Work or (b) two (2) years after Substantial Completion

- 10.4 Nothing contained in this Article shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one (1) year 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.
- 10.5 Costs of correcting rejected Work by Owner, 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 Contractor's expense. Subject to Contractor's right to pursue a dispute under Article 12, the decision of Owner shall be conclusive as to whether the Work is conforming or defective, and Contractor shall comply with the instructions of Owner in all such matters while pursuing any such dispute. If it is later determined that the Work was not defective, then Owner shall reimburse Contractor for all costs incurred in connection with such repair or replacement and a Change Order shall be issued for such amount. If Contractor fails, after a reasonable period of time to commence to repair or replace any defective Work and thereafter continue to proceed diligently to complete the same, then Owner may repair or replace such defective Work. In the event Owner elects to repair or replace such defective Work, Contractor shall be liable to Owner for all costs and expenses incurred in performing such repair or replacement.
- 10.6 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents and such cost shall not be a Cost of the Work.
- 10.7 If the Contractor fails to correct nonconforming Work as required or fails to carry out work in accordance with the Contract Documents, the Owner, by written order may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the Owner's right to stop the Work shall not give rise to a duty on the part of the Owner to exercise the right for benefit of the Contractor or other persons or entities.
- 10.8 If the Owner prefers to accept Work which 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 GMP will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.
- 10.9 **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 three (3)-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect to carry out the Work with diligence and promptness, the Owner may after such three (3)-day period, 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 and any fee then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including the Owner's expenses and reasonable compensation for the Architect's or Owner's other consultants' or attorneys' additional services made necessary by such default, neglect or failure. If payments and fee then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner within five (5) days after the Owner's written demand of payment. If the Contractor fails to make such payment, interest on all sums due shall accrue at the rate of six percent (6%) per annum.

## **ARTICLE 11 TERMINATION OF THE CONTRACT**

### **11.1 Suspension of Work**

- 11.1.1 The Owner may, without cause, order the Contractor in writing to suspend the Work, in whole or in part for such period of time as the Owner may determine. Any such suspension shall be in writing to the Contractor.
- 11.1.2 In the event of a suspension of Work by the Owner, the Contractor shall immediately obey such orders of the Owner and shall not resume the Work until so ordered in writing by the Owner. No such temporary suspension of the Work, for periods of time up to three (3) consecutive days, shall be the basis of a Claim by the Contractor for any increase in amount or for any other damages, losses, costs or expenses whatsoever, all of which Claims the Contractor hereby expressly waives. The Contractor shall be entitled to an extension of the Contract Time not to exceed the length of time that Work was suspended provided the Claim is submitted in accordance with Article 7, and the suspension is not due to an act or omission of the Contractor, any Subcontractor or Sub-subcontractor.

### **11.2 Owner's Right to Stop the Work**

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity. This right shall be in addition to, and not in restriction of, the Owner's rights otherwise in the Contract. The Owner's right to stop the Work shall not relieve the Contractor of any of its responsibilities or obligations under or pursuant to the Contract Documents.

### **11.3 Termination by Owner for Cause**

- 11.3.1 Owner may, upon seven (7) days written notice to Contractor and its surety, terminate (without prejudice to any right or remedy of Owner) the Contract, or any part of it, for cause upon the occurrence of any one or more of the following events: (i) Contractor failed to prosecute the Work or any portion thereof with sufficient diligence to ensure Substantial Completion of the Work within the Contract Time; (ii) Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency; (iii) Contractor fails in a material way to replace or correct Work not in conformance with the Contract Documents; (iv) Contractor repeatedly fails to supply skilled workers or proper materials or equipment; (v) Contractor repeatedly fails to make prompt payment due to Subcontractors or for labor; (vi) Contractor fails to comply with Applicable Laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; (vii) Contractor is otherwise in material breach of any provision of the Contract Documents; (viii) Contractor fails to comply with the insurance requirements set forth in Exhibit G and the Contract Documents; (ix) Contractor fails to commence Work pursuant to a Construction Change Directive; and (x) Contractor fails to achieve Substantial Completion within forty-five (45) days after the Guaranteed Substantial Completion Date.
- 11.3.2 Upon termination, Owner may at its option: (i) Take possession of the Site and take possession of or use all materials and equipment thereon owned by Contractor to maintain the orderly progress of, and to finish the Work; (ii) accept assignment of subcontracts pursuant to Section 4.1; and (iii) finish the Work by whatever other reasonable method it deems expedient.
- 11.3.3 Contractor hereby assigns to Owner, as security for Contractor's performance hereunder, all lower tier subcontracts and all other contracts, purchase orders, equipment leases and other agreements entered into in connection with the Project, and appoints Owner its attorney in fact to enforce said contracts according to their terms. Such assignment shall be operative only upon notice by Owner and only with respect to those specific agreements designated by Owner at the time of such notice, upon the termination of the Contractor under this Contract. All lower tier subcontracts and other such agreements shall provide that the lower tier subcontractors consent to such assignment.

- 11.3.4 When the Owner terminates the Contract for one of the reasons stated in Section 11.3.1, the Contractor shall not be entitled to receive further payment. If the costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner (including delay liquidated damages, which shall be based on the date that the Work achieves Substantial Completion by a substitute contractor), exceed the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the Owner no later than thirty (30) days following Owner's demand. This obligation for payment shall survive termination of the Contract. In addition, the Contractor shall be liable for any other damages suffered by the Owner as a result of such termination or the Contractor's breach.
- 11.3.5 All of Contractor's obligations under this Contract shall survive termination as it relates to the Work performed.

#### **11.4 Termination by Owner for Convenience**

- 11.4.1 Owner may, upon written notice, terminate (without prejudice to any right or remedy of Owner) the Contract, or any part of it, for the convenience of Owner and without cause. Termination of the Work hereunder shall be effected by written notice to the Contractor.
- 11.4.2 Unless Owner directs otherwise, after receipt of a written notice of termination for either cause or convenience, Contractor shall promptly: (i) stop performing Work on the date and as specified in the notice of termination; (ii) place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of such portion of the Work as is not terminated; (iii) cancel all orders and subcontracts, upon terms acceptable to Owner, to the extent that they relate to the performance of Work terminated; (iv) at Owner's direction (in its sole discretion) and with Contractor's agreement, assign to Owner all of the right, title, and interest of Contractor in all orders and subcontracts; (v) take such actions as may be necessary or as directed by Owner to preserve and protect the Work, Site, and any other property related to this Project in the possession of Contractor in which Owner has an interest; (vi) continue performance only to the extent not terminated; (vii) deliver to Owner all plans, drawings, specifications, and other information related to the Project requested by Owner.
- 11.4.3 If Owner terminates the Work or any portion thereof for convenience, Contractor shall be entitled to its reasonable direct costs incurred prior to the effective date of the termination, plus a reasonable allowance for overhead and profit on Work performed prior to termination, plus the reasonable administrative costs of the termination, but shall not be entitled to any other costs or damages, whatsoever, provided however, that the total sum payable upon termination shall not exceed the Contract Sum reduced by prior payments. Contractor shall be required to timely file a Claim pursuant to Article 7.
- 11.4.4 If Owner terminates the Work or any portion thereof for convenience, the Contract Time shall be adjusted as determined by the Project Schedule at the time of termination.

#### **11.5 Termination by the Contractor**

- 11.5.1 The Contractor may terminate the Contract upon written notice to Owner if the Work is stopped for a period of thirty (30) consecutive days in accordance with Section 6.1.10 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.
- 11.5.2 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 11.1 constitute in the aggregate more than one hundred percent (100%) of the total number of days scheduled for completion, or one hundred twenty (120) days in any 365-day period, whichever is less.
- 11.5.3 If one of the reasons described in Section 11.5.1 or 11.5.2 exists, the Contractor may, upon fourteen (14) days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment

for Costs of the Work incurred for Work performed through the termination date plus reasonable and documented out of pocket demobilization expenses, if any, directly incurred by Contractor due to the termination, less the aggregate of previous payments made by the Owner. In no event shall Contractor be entitled to amounts for unperformed Work, unearned profit or overhead with respect to Work not executed.

**ARTICLE 12 DISPUTE RESOLUTION**

**12.1 Executive Negotiation**

All Claims, if not resolved pursuant to Article 7 herein, shall become “**Disputes**” subject to resolution under this Article 12. If either party notifies the other party of the notifying party’s final decision relating to a Claim, within fifteen (15) business days after receipt (failing which notice the notifying party’s decision shall be deemed final and binding), the parties shall promptly attempt to resolve all Disputes through “**Executive Negotiation**” between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time to meet at which the senior representative of each party shall be present. The meeting shall occur within fifteen (15) days after either party’s request for Executive Negotiation and attempt to amicably resolve the Dispute. The parties may consider any and all information. The Project Managers and their representatives or designees or other representatives for each party shall each present their position to the senior representatives who shall then promptly attempt to negotiate a resolution of such Dispute. If the parties are unable to resolve such Dispute to the satisfaction of both parties within thirty (30) days after the presentation of positions to the senior representatives in writing, the parties shall resolve such Dispute in accordance with the procedure set forth in Section 12.2. In no event shall this Section 12.1 be construed to limit either party’s right to take any action under this Contract

**12.2 Litigation**

12.2.1 Any Claim not resolved by negotiation pursuant to Section 12.1 shall be decided by litigation pursuant to this Section 12.2. Litigation of any Claim shall be brought exclusively in a state court within King County, Washington, or federal court having jurisdiction over King County, Washington. Each party hereby consents to personal jurisdiction in any legal action, suit, or proceeding brought in any state court in King County, Washington, or federal court having jurisdiction over King County, Washington having subject matter jurisdiction, and irrevocably waive, to the fullest extent permitted by Applicable Law, any Claim or any objection it may now or hereafter have, that venue or personal jurisdiction is not proper with respect to any such legal action, suit, or proceeding brought in such a court in or having jurisdiction over King County, Washington, including any Claim that such legal action, suit, or proceeding brought in such court has been brought in an inconvenient forum. Each party further consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to such party at its address specified herein for the giving of notices, or by such other notice given in accordance with the rules and procedures of such courts.

12.2.2 As between the parties to this Contract, the prevailing party in any litigation shall be entitled to an award of its reasonable attorney fees and costs incurred.

12.3 Pending the final resolution of any Dispute, the Contractor shall continue to fully and timely perform the Work and the Owner shall continue to pay undisputed amounts due the Contractor that are not involved in the Dispute subject to the terms and conditions of this Agreement.

12.4 The laws of the State where the Project is located (excluding, however, its conflicts of law principles) shall govern and be applied to determine all issues relating to the Contract and the rights and obligations of the parties hereto, including the validity, construction, interpretation, and enforceability of the Contract and its various provisions and the consequences and legal effect of all transactions and events which resulted in the execution of the Agreement or which occurred or were to occur as a direct or indirect result of the Agreement having been executed.

### **ARTICLE 13 MISCELLANEOUS PROVISIONS**

- 13.1 The Owner and Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors and assigns of such other party with respect to all covenants of this Agreement. The Contractor shall not assign this Agreement without the written consent of the other. The Owner may, without the consent of the Contractor, assign this Agreement to (i) a person or entity that will succeed to all of the Owner's interest in the Project, and (ii) any institutional lender providing construction financing, and the Contractor agrees to execute all consents reasonably required to facilitate such an assignment. If either party makes such an assignment, that party shall nevertheless remain legally responsible for all obligations under this Agreement, unless otherwise agreed by the other party.
- 13.2 Any notice required to be given to a party shall be in writing and hand-delivered or delivered via certified mail and emailed to the address of that party indicated in Article 6.0 of the Agreement. Contractor shall copy Owner in all notices to Architect.
- 13.3 The partial or complete invalidity of any one or more provisions of this Agreement and General Conditions shall not affect the validity or continuing force and effect of any other provision. If any provision is invalid, in whole or in part, the balance of the provisions shall be considered reformed to reflect the intent of the parties to the greatest extent possible consistent with the law.
- 13.4 The failure of either party to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this Contract, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.
- 13.5 Termination shall not relieve Contractor from obligations in connection with Work performed prior to termination, nor shall it abrogate any provisions herein dealing with resolution of disputes.
- 13.6 This Agreement represents the entire and integrated agreement between the Owner and the Contractor and supersedes prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument and signed by both the Owner and the Contractor.

### **END OF GENERAL CONDITIONS**

## EXHIBIT A - GMP BUDGET

**THE PERLE**  
**SRM CONSTRUCTION, INC.**  
 111 N. Post Ste. 200 Spokane, WA 99201  
 Phone (509) 455-5477 Fax (509) 838-0933  
**July 14, 2025**

### GMP BUDGET SUMMARY

**GMP BID SET 3/19/2025**

DESCRIPTION OF WORK	CSI	% of HC	<===== BASE SHEET SECTION TOTALS =====>			
			LABOR	MATLS	SUBS	TOTALS
GENERAL REQUIREMENTS	01 00 00	7.13%	2,818,027	1,397,281	367,131	4,582,439
EXISTING CONDITIONS / DEMOLITION	02 00 00	0.61%	-	48,285	340,693	388,978
CONCRETE	03 00 00	13.71%	907,077	412,140	7,489,397	8,808,614
MASONRY	04 00 00	0.23%	-	7,953	136,785	144,738
METALS	05 00 00	3.34%	25,000	208,106	1,909,221	2,142,327
ROUGH CARPENTRY	06 00 00	5.90%	85,611	1,675,486	2,030,984	3,792,081
THERMAL & MOISTURE PROTECTION	07 00 00	7.34%	264,880	921,059	3,526,224	4,712,163
OPENINGS / DOORS & WINDOWS	08 00 00	5.86%	152,850	1,178,848	2,433,183	3,764,881
FINISHES	09 00 00	9.06%	120,775	613,728	5,083,365	5,817,868
SPECIALTIES	10 00 00	1.11%	10,000	113,750	586,601	710,351
EQUIPMENT	11 00 00	2.06%	-	78,800	1,242,637	1,321,437
FURNISHINGS	12 00 00	2.62%	-	122,096	1,558,209	1,680,305
SPECIAL CONSTRUCTION	13 00 00	0.00%	-	-	-	-
CONVEYING SYSTEMS	14 00 00	1.88%	-	31,200	1,175,030	1,206,230
FIRE SUPPRESSION	21 00 00	1.28%	-	42,257	780,205	822,462
PLUMBING	22 00 00	8.04%	15,000	248,928	4,903,482	5,167,410
HVAC	23 00 00	7.75%	-	191,000	4,789,275	4,980,275
ELECTRICAL	26 00 00	8.56%	-	199,337	5,298,985	5,498,322
COMMUNICATIONS	27 00 00	1.44%	-	116,033	808,553	924,586
ELECTRONIC SAFETY & SECURITY	28 00 00	1.02%	-	-	655,530	655,530
EARTHWORK	31 00 00	6.22%	121,036	729,450	3,141,762	3,992,248
EXTERIOR IMPROVEMENTS	32 00 00	3.15%	-	263,361	1,761,687	2,025,048
UTILITIES	33 00 00	1.71%	-	66,671	1,029,722	1,096,393
TRANSPORTATION	34 00 00	0.00%	-	-	-	-
TENANT T.I. ALLOWANCES & FF&E	70 00 00	-	-	-	770,991	770,991
ENVIRONMENTAL	71 00 00	0.00%	-	-	-	-
SOFT AND HARD COST SUB-TOTAL >>			\$ 4,520,256	\$ 8,665,769	\$ 51,819,652	\$ 65,005,677
<b>HARD COST BREAKDOWN:</b>						
					LABOR \$	4,520,256
					MATERIAL \$	8,665,769
					SUBCONTRACTOR \$	51,819,652
					<b>HARD COST SUBTOTAL \$</b>	<b>65,005,677</b>
			VOLUME OF SALES / GENERAL LIABILITY INSURANCE	1.50%	\$	1,012,639
			BUILDER'S CONTINGENCY	2.00%	\$	1,320,366
			CONTRACTOR FEE	4.50%	\$	3,030,241
			TARIFF ALLOWANCE	0.00%	\$	-
			<b>PROJECTED GMP (HC+CF+BC+SB) \$</b>			<b>70,368,923</b>
			WASHINGTON STATE SALES TAX (WSST) + BELLEVUE CITY TAX	10.20%	\$	7,177,630
			OWNER HARD COST CONTINGENCY	3.00%		2,326,397
			<b>TOTAL HARD COSTS (GMP + WSST + HC CONT)</b>			<b>79,872,950</b>



## EXHIBIT B – Contractor’s Key Personnel

### Construction Management Field Office Personnel:

- Ken James, Senior Project Manager (may work at satellite office several days/week)
- Jyoti Bhadrashetti, Assistant Project Manager
- James Wilkins, General/Lead Superintendent
- Giovanni Gonzalez, Assistant Superintendent
- Randy Heineke, Assistant Superintendent
- Seir Echeverria, Site Foreman
- Christian Dobbins, Senior Project Engineer

### Home/Satellite Office Personnel (billed hourly as needed for project support):

- Tina Walker, Lender/Draw Coordinator
- Charlotte LeBlanc, Contract Administrator
- Aliya Beznaiguia, Contract Administrator
- Lonni Hunsaker, Accounts Payable
- Tina Klawitter, Accounts Payable
- Curt Nguyen, Staff Accountant
- Adrienne Reinbolt, Payroll Administrator
- Erik Benzal, Project Executive/Vice President
- Mark Staake, Pre-Construction/Estimator
- Brian Kopelowitz, Scheduler
- Rennie Howard, Risk Management/Compliance
- Jeff McCaslin, IT



## EXHIBIT – B Labor Rates

### SRM Construction Labor Rates 2025

<b>Position</b>	<b>Per Hour Rate</b>
Project Executive	\$ 195.40
VP of Pre-Construction	\$ 158.36
Senior Project Manager	\$ 165.79
Project Manager	\$ 139.20
Assistant Project Manager	\$ 113.76
Superintendent	\$ 147.65
Scheduler	\$ 126.56
Risk & Compliance	\$ 111.23
Assistant Superintendent	\$ 102.57
Senior Project Engineer	\$ 98.06
Project Engineer	\$ 82.37
Pre-Construction/Estimator	\$ 107.22
Foreman	\$ 86.35
Carpenter	\$ 71.06
Laborer	\$ 56.19

### SRM Construction Support Services Labor Rates 2025

<b>Position</b>	<b>Per Hour Rate</b>
Draw Supervisor	\$ 81.19
Contract Administrator	\$ 66.63
Construction Accounting	\$ 61.59
Accounts Payable	\$ 52.57
Project Staff Accountant	\$ 70.16
HR Ops - Payroll	\$ 68.12
IT	\$ 96.98

\*labor rates to be updated January of each year throughout project

## EXHIBIT C - VALUE ENGINEERING LOG

The Perte Apartments		
SRM Construction, Inc.		
5/19/2025		
GMP		
Exhibit C - Value Engineering Log		
Item #	Description of Item	Approved VE Incl in GMP Budget
Summation of Value Engineering Approved and Included in GMP Budget		(\$2,897,27)
Div 01 - General Conditions		
Div 03 - Concrete		
Div 04 - Masonry		
Div 05 - Steel		
05-002	Privacy Screen Level 1 North Patios - NNL Precision Laser Cut Screens ILO BOK Modern	(\$50,40)
05-003	Bolt-On Deck Revised Railing Design Single Top ILO Triple Top	(\$14,00)
05-011	Simplify Detail of Bolt-On Decks (Removal of steel plate and fascia)	(\$221,28)
Div 06 - Wood		
06-001	3/4" T&G Edge Gold OSB Floor Sheathing and Roof Sheathing ILO CDX	(\$103,12)
06-002	Flat Panel PLAM Unit Entry ILO Furred PLAM wrap and remove LED Tape	(\$95,52)
Div 07 - Thermal & Moisture		
07-001	R30 Fiberglass Batts ILO R38 Batts at Roof/Ceiling Assembly	(\$7,85)
07-002	Delete traffic coating at Move In/Move Out area on L1	(\$34,31)
07-003	R21 encapsulated batts ILO spray foam at Roof rim joists 13/A801	(\$18,40)
Div 08 - Openings		
08-001	Remove Storefront Nano Walls at L1 and replace with slider or fixed storefront	(\$35,35)
08-002	Alt Barn Door Hardware Spec - Pamex surface mount ILO spec'd Accurate barn door privacy hardware	(\$75,11)
08-005	Elevator slam doors in lieu of smoke screens	(\$120,61)
08-006	Pamex Bath Hardware ILO Symmons	(\$22,95)
08-009	Alt Unit Int Door Hardware - Schlage J Series ILO Falcon W series	(\$22,97)
Div 09 - Finishes		
09-001	Level 4 Finish at common areas in lieu of Level 5 finish as specified.	(\$129,37)
09-005	Remove Paint on Garage Walls	(\$44,21)
09-006	VE Flooring/Wall Tile Spec Alt	(\$43,90)
Div 10 - Specialties		
10-004	Reduce Level P2 & P1 bike racks from to code minimum	(\$12,09)
Div 11 - Equipment		
Div 12 - Furnishings		
12-002	Remove unit BBQ islands (see plumbing for gas lines)	(\$102,93)
12-003	Reduce rooftop common areas to two BBQs each	(\$15,68)
Div 14 - Conveying Systems		
Div 21 - Fire Suppression		
Div 22 - Plumbing		
22-001	Alt Spec Roof/Area Drains	(\$39,20)
22-002	ABS ILO PVC for waste/drain/vents	(\$37,69)
22-003	Remove gas lines for unit BBQs	(\$13,44)
22-005	VE plumbing fixture package (Alt TOTO toilet and Alt Kohler/Symmons Trims)	(\$61,82)
Div 23 - HVAC		
23-004	Change tenant unit VRF system to VRV Multi-Zone Split System	(\$1,064,00)
Div 26 - Electrical		
26-005	Remove Exterior lighting blocking on façade (see E0.30)	(\$155,23)
Div 27 - Data/Comm		
27-001	Remove Smuft tube at living rooms	(\$65,07)
27-002	Remove Smuft tube at bedrooms	(\$76,04)
27-003	Remove Cell phone DAS system	(\$72,33)
Div 28 - Security/Safety		
Div. 31 - Earthwork		
Div 32 - Site Improvements		
32-001	South Elevation Planters - Aluminum planter w/trellis ILO spec'd planter/trellis	(\$43,18)
32-002	Texada Concrete Pavers ILO spec'd 2x4 and 2x2 Wausau Pavers	(\$72,26)
32-003	Delete Logs & Bolders at dog runs	(\$11,20)
32-006	Decorative Stone Aggregate Alt	(\$15,66)
Div 33 - Utilities		

## EXHIBIT D - SCHEDULE OF ALLOWANCES

The Perle Apartments			
SRM Construction, Inc			
5/19/2025			
GMP			
Exhibit D - Allowance Log			
Phase Code	Description	Allowance Total	Notes
01-2700	Temp Water/Sewer	\$ 22,360.00	Usage Fee during construction
01-3100	Electricity Charges	\$ 52,000.00	Usage Fee during construction
01-5600	Security Guard Services	\$ 36,000.00	Live guard services budgeted for (3) months during final stages of construction
10-1410	Interior Signage	\$ 66,412.00	Budgetary Allowance within GMP budget for Owner preferred Signage Vendor
10-1420	Exterior Signage	\$ 119,000.00	Budgetary Allowance within GMP budget for Owner preferred Signage Vendor
10-1416	Exterior Art Feature	\$ 142,800.00	Budgetary Allowance within GMP budget for Owner preferred Art Feature Vendor
22-0002	Temp Water Leak Detection System	\$ 25,000.00	Required by Owners Builders Risk Policy
26-5000	Light Fixtures	\$ 684,700.00	Performance Spec light fixture package from BOD luminaire schedule per note #2/E1.50
27-2100	Managed WIFI Infrastructure	\$ 22,380.00	Budgetary Allowance to install CAT6 cabling supplied by Owners Managed WIFI Vendor
27-5319	Cellular DAS	\$ 77,668.00	Design, Rough-In and Testing allowance for Cellular DAS
26-5200	EV Charger Supply	\$ 25,180.00	Budgetary Allowance to supply Level 2 EV Car Chargers. Owner to confirm preferred EV charger vendor as well as lease/purchase
33-0010	Dry Utilities (PSE Excavation/Trenching & Fiber/Telcom Underground)	\$ 340,000.00	Allowance to excavate, trench and backfill for PSE supplied/installed conduit and vaults in public ROW. For Construction Drawings by PSE have not been issued.
33-0010	Gas Line Extension (Excavation/Trenching)	\$ 24,295.00	Allowance to excavate, trench and backfill for PSE supplied/installed gas line extension in public ROW. For Construction Drawings by PSE have not been issued.
70-7760	FF&E	\$ 770,991.00	Based on Interior Design preliminary budget
		<b>\$ 2,408,786.00</b>	

# The Perle (Draft)

NTP: 18-Aug-25 TCO: 03-Dec-27 CofO: 01-Feb-28

Run Date: 01-Jul-25

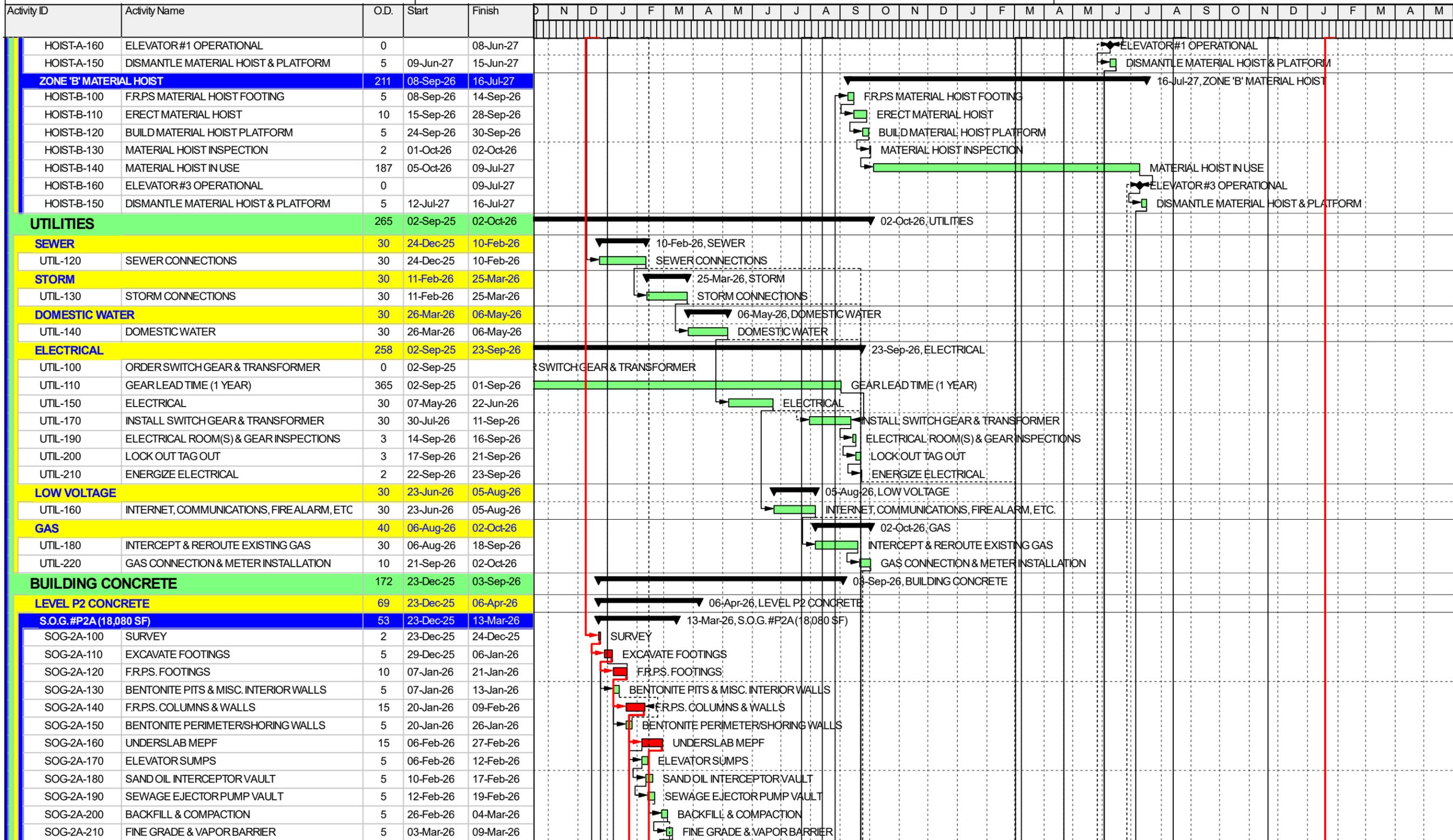
Activity ID	Activity Name	O.D.	Start	Finish	
<b>The Perle (Draft)</b>					01-Feb-28, The Perle (Draft)
<b>MILESTONE SUMMARY</b>					01-Feb-28, MILESTONE SUMMARY
MS-100	NOTICE TO PROCEED	0	18-Aug-25		NOTICE TO PROCEED
MS-110	10-DAY NOTICE TO MOBILIZE	10	18-Aug-25	29-Aug-25	NOTICE TO MOBILIZE
MS-120	TOTAL CALENDAR DAYS	823	02-Sep-25	03-Dec-27	TOTAL CALENDAR DAYS
MS-130	PROJECT COMMENCEMENT	0	02-Sep-25		PROJECT COMMENCEMENT
MS-140	MASS EXCAVATION COMPLETE	0		23-Dec-25	MASS EXCAVATION COMPLETE
MS-150	STRUCTURAL CONCRETE COMPLETE	0		26-Aug-26	STRUCTURAL CONCRETE COMPLETE
MS-160	ROOFING COMPLETE	0		04-May-27	ROOFING COMPLETE
MS-170	ENVELOPE & EXTERIOR FINISHES COMPLETE	0		26-Aug-27	ENVELOPE & EXTERIOR FINISHES COMPLETE
MS-180	SUBSTANTIAL COMPLETION / TCO	0		03-Dec-27	SUBSTANTIAL COMPLETION / TCO
MS-190	CERTIFICATE OF OCCUPANCY	0		01-Feb-28	CERTIFICATE OF OCCUPANCY
<b>CRITICAL SUBMITTALS</b>					08-Sep-25, CRITICAL SUBMITTALS
<b>DEMOLITION</b>					06-Oct-25, DEMOLITION
DEMO-100	BMP INSTALLATION	2	02-Sep-25	03-Sep-25	BMP INSTALLATION
DEMO-110	ABATEMENT SURVEY	5	02-Sep-25	08-Sep-25	ABATEMENT SURVEY
DEMO-120	UTILITY SHUT-OFFS	5	02-Sep-25	08-Sep-25	UTILITY SHUT-OFFS
DEMO-130	CLEAR & GRUB (TREES, ETC.)	3	04-Sep-25	08-Sep-25	CLEAR & GRUB (TREES, ETC.)
DEMO-140	BUILDING DEMOLITION	20	09-Sep-25	06-Oct-25	BUILDING DEMOLITION
<b>SITE DEVELOPMENT</b>					23-Dec-25, SITE DEVELOPMENT
<b>SITE BALANCING</b>					30-Oct-25, SITE BALANCING
MOB-100	CONSTRUCTION MOBILIZATION	1	07-Oct-25	07-Oct-25	CONSTRUCTION MOBILIZATION
MOB-110	SITE STAKING	1	08-Oct-25	08-Oct-25	SITE STAKING
MOB-120	TEMPORARY POWER	15	08-Oct-25	30-Oct-25	TEMPORARY POWER
MOB-130	BALANCE SITE	3	09-Oct-25	15-Oct-25	BALANCE SITE
<b>SHORING &amp; MASS EXCAVATION</b>					23-Dec-25, SHORING & MASS EXCAVATION
SHOREX-100	STAKE PILE LOCATIONS	2	16-Oct-25	17-Oct-25	STAKE PILE LOCATIONS
SHOREX-110	SET PILES	8	17-Oct-25	28-Oct-25	SET PILES
SHOREX-120	SHORING, TIEBACKS, MASS EX & EXPORT	35	27-Oct-25	18-Dec-25	SHORING, TIEBACKS, MASS EX & EXPORT
SHOREX-130	ROUGH GRADE & FINAL EXPORT	5	17-Dec-25	23-Dec-25	ROUGH GRADE & FINAL EXPORT
<b>HOISTING APPARATUSES</b>					16-Jul-27, HOISTING APPARATUSES
<b>TOWER CRANE</b>					19-Mar-27, TOWER CRANE
CRANE-100	CRANE ELECTRICAL ROUGH-IN	5	14-Jan-26	21-Jan-26	CRANE ELECTRICAL ROUGH-IN
CRANE-110	CRANE F.R.P.S. CRANE FOOTING	10	22-Jan-26	04-Feb-26	CRANE F.R.P.S. CRANE FOOTING
CRANE-120	ERECT CRANE	5	05-Feb-26	11-Feb-26	ERECT CRANE
CRANE-130	TOWER CRANE IN USE	266	12-Feb-26	12-Mar-27	TOWER CRANE IN USE
CRANE-140	DISMANTLE CRANE	5	15-Mar-27	19-Mar-27	DISMANTLE CRANE
<b>MATERIAL HOISTS</b>					16-Jul-27, MATERIAL HOISTS
<b>ZONE 'A' MATERIAL HOISTS</b>					15-Jun-27, ZONE 'A' MATERIAL HOISTS
HOISTA-100	F.R.P.S. MATERIAL HOIST FOOTING	5	05-Aug-26	11-Aug-26	F.R.P.S. MATERIAL HOIST FOOTING
HOISTA-110	ERECT MATERIAL HOIST	10	12-Aug-26	25-Aug-26	ERECT MATERIAL HOIST
HOISTA-120	BUILD MATERIAL HOIST PLATFORM	5	21-Aug-26	27-Aug-26	BUILD MATERIAL HOIST PLATFORM
HOISTA-130	MATERIAL HOIST INSPECTION	2	28-Aug-26	31-Aug-26	MATERIAL HOIST INSPECTION
HOISTA-140	MATERIAL HOIST IN USE	189	01-Sep-26	08-Jun-27	MATERIAL HOIST IN USE

█ Actual Work   
 █ Critical Remaining Work   
 ▶ Summary  
█ Remaining Work   
 ◆ Milestone

# The Perle (Draft)

NTP: 18-Aug-25 TCO: 03-Dec-27 CofO: 01-Feb-28

Run Date: 01-Jul-25



█ Actual Work   
 █ Critical Remaining Work   
 █ Remaining Work   
 ◆ Milestone   
 ▼ Summary

# The Perle (Draft)

NTP: 18-Aug-25 TCO: 03-Dec-27 CofO: 01-Feb-28

Run Date: 01-Jul-25

Activity ID	Activity Name	O.D.	Start	Finish	D N D J F M A M J J A S O N D J F M A M J J A S O N D J F M A M J																																																			
SOG-2A-220	PLACE & FINISH SLAB	1	10-Mar-26	10-Mar-26	[Gantt bar for SOG-2A-220]																																																			
SOG-2A-230	STRIP & CLEAN UP	3	11-Mar-26	13-Mar-26	[Gantt bar for SOG-2A-230]																																																			
<b>S.O.G. #P2B (21,275 SF)</b>		<b>67</b>	<b>29-Dec-25</b>	<b>06-Apr-26</b>	[Summary bar for S.O.G. #P2B (21,275 SF)]																																																			
SOG-2B-100	SURVEY	2	29-Dec-25	30-Dec-25	[Gantt bar for SOG-2B-100]																																																			
SOG-2B-110	EXCAVATE FOOTINGS	5	07-Jan-26	13-Jan-26	[Gantt bar for SOG-2B-110]																																																			
SOG-2B-120	BENTONITE PITS & MISC. INTERIOR WALLS	5	14-Jan-26	21-Jan-26	[Gantt bar for SOG-2B-120]																																																			
SOG-2B-130	F.R.P.S. FOOTINGS	10	20-Jan-26	02-Feb-26	[Gantt bar for SOG-2B-130]																																																			
SOG-2B-140	BENTONITE PERIMETER WALLS	5	03-Feb-26	09-Feb-26	[Gantt bar for SOG-2B-140]																																																			
SOG-2B-150	F.R.P.S. COLUMNS & WALLS	15	06-Feb-26	27-Feb-26	[Gantt bar for SOG-2B-150]																																																			
SOG-2B-160	UNDERSLAB MEPF	15	26-Feb-26	18-Mar-26	[Gantt bar for SOG-2B-160]																																																			
SOG-2B-170	GREASE INTERCEPTOR VAULT	5	16-Mar-26	20-Mar-26	[Gantt bar for SOG-2B-170]																																																			
SOG-2B-180	BACKFILL & COMPACTION	5	20-Mar-26	26-Mar-26	[Gantt bar for SOG-2B-180]																																																			
SOG-2B-190	FINE GRADE & VAPOR BARRIER	5	25-Mar-26	31-Mar-26	[Gantt bar for SOG-2B-190]																																																			
SOG-2B-200	PLACE & FINISH SLAB	1	01-Apr-26	01-Apr-26	[Gantt bar for SOG-2B-200]																																																			
SOG-2B-210	STRIP & CLEAN UP	3	02-Apr-26	06-Apr-26	[Gantt bar for SOG-2B-210]																																																			
<b>LEVEL P1 CONCRETE</b>		<b>60</b>	<b>13-Mar-26</b>	<b>08-Jun-26</b>	[Summary bar for LEVEL P1 CONCRETE]																																																			
<b>PT. DECK #P1A (13,600 SF)</b>		<b>30</b>	<b>13-Mar-26</b>	<b>23-Apr-26</b>	[Summary bar for PT. DECK #P1A (13,600 SF)]																																																			
PT-P1A-100	ERECT ELEVATED DECK SHORING	5	13-Mar-26	19-Mar-26	[Gantt bar for PT-P1A-100]																																																			
PT-P1A-110	FORM & REINFORCEMENT	3	19-Mar-26	23-Mar-26	[Gantt bar for PT-P1A-110]																																																			
PT-P1A-120	MEPF ROUGH-IN	3	23-Mar-26	25-Mar-26	[Gantt bar for PT-P1A-120]																																																			
PT-P1A-130	PLACE & FINISH	1	26-Mar-26	26-Mar-26	[Gantt bar for PT-P1A-130]																																																			
PT-P1A-140	3-DAY CURE	3	27-Mar-26	31-Mar-26	[Gantt bar for PT-P1A-140]																																																			
PT-P1A-150	STRESS TENDONS	2	01-Apr-26	02-Apr-26	[Gantt bar for PT-P1A-150]																																																			
PT-P1A-160	STRIP & RESHORE	2	02-Apr-26	03-Apr-26	[Gantt bar for PT-P1A-160]																																																			
<b>#P1A VERTICAL</b>		<b>16</b>	<b>02-Apr-26</b>	<b>23-Apr-26</b>	[Summary bar for #P1A VERTICAL]																																																			
VC-P1A-100	SURVEY & LAYOUT	2	02-Apr-26	03-Apr-26	[Gantt bar for VC-P1A-100]																																																			
VC-P1A-110	BENTONITE PERIMETER WALLS	5	02-Apr-26	08-Apr-26	[Gantt bar for VC-P1A-110]																																																			
VC-P1A-120	F.R.P.S. WALLS & COLUMNS	15	03-Apr-26	23-Apr-26	[Gantt bar for VC-P1A-120]																																																			
<b>PT. DECK #P1B (11,680 SF)</b>		<b>30</b>	<b>06-Apr-26</b>	<b>15-May-26</b>	[Summary bar for PT. DECK #P1B (11,680 SF)]																																																			
PT-P1B-100	ERECT ELEVATED DECK SHORING	5	06-Apr-26	10-Apr-26	[Gantt bar for PT-P1B-100]																																																			
PT-P1B-110	FORM & REINFORCEMENT	3	10-Apr-26	14-Apr-26	[Gantt bar for PT-P1B-110]																																																			
PT-P1B-120	MEPF ROUGH-IN	3	13-Apr-26	15-Apr-26	[Gantt bar for PT-P1B-120]																																																			
PT-P1B-130	PLACE & FINISH	1	16-Apr-26	16-Apr-26	[Gantt bar for PT-P1B-130]																																																			
PT-P1B-140	3-DAY CURE	3	17-Apr-26	21-Apr-26	[Gantt bar for PT-P1B-140]																																																			
PT-P1B-150	STRESS TENDONS	2	22-Apr-26	23-Apr-26	[Gantt bar for PT-P1B-150]																																																			
PT-P1B-160	STRIP & RESHORE	2	23-Apr-26	24-Apr-26	[Gantt bar for PT-P1B-160]																																																			
<b>#P1B VERTICAL</b>		<b>15</b>	<b>27-Apr-26</b>	<b>15-May-26</b>	[Summary bar for #P1B VERTICAL]																																																			
VC-P1B-100	SURVEY & LAYOUT	2	27-Apr-26	28-Apr-26	[Gantt bar for VC-P1B-100]																																																			
VC-P1B-110	BENTONITE PERIMETER WALLS	5	27-Apr-26	01-May-26	[Gantt bar for VC-P1B-110]																																																			
VC-P1B-120	F.R.P.S. WALLS & COLUMNS	14	28-Apr-26	15-May-26	[Gantt bar for VC-P1B-120]																																																			
<b>PT. DECK #P1C (13,250 SF)</b>		<b>39</b>	<b>13-Apr-26</b>	<b>08-Jun-26</b>	[Summary bar for PT. DECK #P1C (13,250 SF)]																																																			
PT-P1C-100	ERECT ELEVATED DECK SHORING	5	13-Apr-26	17-Apr-26	[Gantt bar for PT-P1C-100]																																																			
PT-P1C-110	FORM & REINFORCEMENT	4	17-Apr-26	22-Apr-26	[Gantt bar for PT-P1C-110]																																																			
PT-P1C-120	MEPF ROUGH-IN	3	22-Apr-26	24-Apr-26	[Gantt bar for PT-P1C-120]																																																			
PT-P1C-130	PLACE & FINISH	1	27-Apr-26	27-Apr-26	[Gantt bar for PT-P1C-130]																																																			
PT-P1C-140	3-DAY CURE	3	28-Apr-26	30-Apr-26	[Gantt bar for PT-P1C-140]																																																			

█ Actual Work   
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 ◆ Milestone



# The Perle (Draft)

NTP: 18-Aug-25 TCO: 03-Dec-27 CofO: 01-Feb-28

Run Date: 01-Jul-25

Activity ID	Activity Name	O.D.	Start	Finish	Gantt Chart (Days: N, D, J, F, M, A, M, J, J, A, S, O, N, D, J, F, M, A, M, J, J, A, S, O, N, D, J, F, M, A, M, J)																											
PT-L2A-140	3-DAY CURE	3	17-Jun-26	22-Jun-26	[Gantt bar]																											
PT-L2A-150	STRESS TENDONS	2	23-Jun-26	24-Jun-26	[Gantt bar]																											
PT-L2A-160	STRIP & RESHORE	2	24-Jun-26	25-Jun-26	[Gantt bar]																											
<b>#L2A VERTICAL</b>		<b>11</b>	<b>26-Jun-26</b>	<b>14-Jul-26</b>	[Gantt bar]																											
VC-L2A-100	SURVEY & LAYOUT	2	26-Jun-26	29-Jun-26	[Gantt bar]																											
VC-L2A-110	FR.PS. WALLS & COLUMNS	10	29-Jun-26	14-Jul-26	[Gantt bar]																											
<b>PT. DECK #L2B (13,450 SF)</b>		<b>28</b>	<b>09-Jul-26</b>	<b>17-Aug-26</b>	[Gantt bar]																											
PT-L2B-100	ERECT ELEVATED DECK SHORING	5	09-Jul-26	15-Jul-26	[Gantt bar]																											
PT-L2B-110	FORM & REINFORCEMENT	4	15-Jul-26	20-Jul-26	[Gantt bar]																											
PT-L2B-120	MEPF ROUGH-IN	3	20-Jul-26	22-Jul-26	[Gantt bar]																											
PT-L2B-130	PLACE & FINISH	1	23-Jul-26	23-Jul-26	[Gantt bar]																											
PT-L2B-140	3-DAY CURE	3	24-Jul-26	28-Jul-26	[Gantt bar]																											
PT-L2B-150	STRESS TENDONS	2	29-Jul-26	30-Jul-26	[Gantt bar]																											
PT-L2B-160	STRIP & RESHORE	2	30-Jul-26	31-Jul-26	[Gantt bar]																											
<b>#L2B VERTICAL</b>		<b>11</b>	<b>03-Aug-26</b>	<b>17-Aug-26</b>	[Gantt bar]																											
VC-L2B-100	SURVEY & LAYOUT	2	03-Aug-26	04-Aug-26	[Gantt bar]																											
VC-L2B-110	FR.PS. WALLS & COLUMNS	10	04-Aug-26	17-Aug-26	[Gantt bar]																											
<b>L3 CONCRETE</b>		<b>37</b>	<b>15-Jul-26</b>	<b>03-Sep-26</b>	[Gantt bar]																											
<b>PT. DECK #L3A (16,730 SF)</b>		<b>15</b>	<b>15-Jul-26</b>	<b>04-Aug-26</b>	[Gantt bar]																											
PT-L3A-100	ERECT ELEVATED DECK SHORING	4	15-Jul-26	20-Jul-26	[Gantt bar]																											
PT-L3A-110	FORM & REINFORCEMENT	3	20-Jul-26	22-Jul-26	[Gantt bar]																											
PT-L3A-120	MEPF ROUGH-IN	3	22-Jul-26	24-Jul-26	[Gantt bar]																											
PT-L3A-130	PLACE & FINISH	1	27-Jul-26	27-Jul-26	[Gantt bar]																											
PT-L3A-140	3-DAY CURE	3	28-Jul-26	30-Jul-26	[Gantt bar]																											
PT-L3A-150	STRESS TENDONS	2	31-Jul-26	03-Aug-26	[Gantt bar]																											
PT-L3A-160	STRIP & REMOVE ALL RESHORING	2	03-Aug-26	04-Aug-26	[Gantt bar]																											
<b>PT. DECK #L3B (15,550 SF)</b>		<b>18</b>	<b>11-Aug-26</b>	<b>03-Sep-26</b>	[Gantt bar]																											
PT-L3B-100	ERECT ELEVATED DECK SHORING	5	11-Aug-26	17-Aug-26	[Gantt bar]																											
PT-L3B-110	FORM & REINFORCEMENT	4	17-Aug-26	20-Aug-26	[Gantt bar]																											
PT-L3B-120	MEPF ROUGH-IN	4	20-Aug-26	25-Aug-26	[Gantt bar]																											
PT-L3B-130	PLACE & FINISH	1	26-Aug-26	26-Aug-26	[Gantt bar]																											
PT-L3B-140	3-DAY CURE	3	27-Aug-26	31-Aug-26	[Gantt bar]																											
PT-L3B-150	STRESS TENDONS	2	01-Sep-26	02-Sep-26	[Gantt bar]																											
PT-L3B-160	STRIP & REMOVE ALL RESHORING	2	02-Sep-26	03-Sep-26	[Gantt bar]																											
<b>BUILDING FRAMING</b>		<b>127</b>	<b>05-Aug-26</b>	<b>10-Feb-27</b>	[Gantt bar]																											
<b>STAIR FRAMING AND/OR INSTALLATION</b>		<b>96</b>	<b>05-Aug-26</b>	<b>23-Dec-26</b>	[Gantt bar]																											
FRM-STR-100	RED IRON STAIR 'A' & 'B' P2-L3 (ZONE 'A')	5	05-Aug-26	11-Aug-26	[Gantt bar]																											
FRM-STR-110	RED IRON STAIR 'C' & 'D' P2-L3 (ZONE 'B')	5	08-Sep-26	14-Sep-26	[Gantt bar]																											
FRM-STR-120	FRAME STAIRS 'A' & 'B' L3-ROOF (ZONE 'A')	45	15-Sep-26	17-Nov-26	[Gantt bar]																											
FRM-STR-130	FRAME STAIRS 'C' & 'D' L3-ROOF (ZONE 'B')	45	20-Oct-26	23-Dec-26	[Gantt bar]																											
<b>LEVEL 3 FRAMING</b>		<b>43</b>	<b>05-Aug-26</b>	<b>06-Oct-26</b>	[Gantt bar]																											
<b>LEVEL 3 ZONE 'A' FRAMING (20 UNITS)</b>		<b>21</b>	<b>05-Aug-26</b>	<b>02-Sep-26</b>	[Gantt bar]																											
FRM-L3A-100	LAYOUT	3	05-Aug-26	07-Aug-26	[Gantt bar]																											
FRM-L3A-110	FRAME WALLS	8	10-Aug-26	19-Aug-26	[Gantt bar]																											
FRM-L3A-120	SHEAR & DENSGLOSS	8	13-Aug-26	24-Aug-26	[Gantt bar]																											
FRM-L3A-130	ROLL JOISTS & SHEATHE FLOOR ABOVE	8	18-Aug-26	27-Aug-26	[Gantt bar]																											

█ Actual Work   
 █ Critical Remaining Work   
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 ◆ Milestone



# The Perle (Draft)

NTP: 18-Aug-25 TCO: 03-Dec-27 CofO: 01-Feb-28

Run Date: 01-Jul-25

Activity ID	Activity Name	O.D.	Start	Finish	Gantt Chart (Days: N, D, J, F, M, A, M, J, J, A, S, O, N, D, J, F, M, A, M, J, J, A, S, O, N, D, J, F, M, A, M, J)																											
FRM-L5B-140	ROLL JOISTS & SHEATHE FLOORABOVE	6	02-Nov-26	09-Nov-26	[Gantt bar]																											
FRM-L5B-130	EXTERIOR BACKING & KNIFE PLATES	4	02-Nov-26	05-Nov-26	[Gantt bar]																											
FRM-L5B-160	FRAME INTERIOR NON-BEARING WALLS	4	06-Nov-26	11-Nov-26	[Gantt bar]																											
FRM-L5B-150	EXTERIOR SHROUDS, SLEEVES, ETC.	4	06-Nov-26	11-Nov-26	[Gantt bar]																											
FRM-L5B-170	COMPLETE STRUCTURAL COMPONENTS	5	12-Nov-26	18-Nov-26	[Gantt bar]																											
<b>LEVEL 6 FRAMING</b>		<b>45</b>	<b>07-Oct-26</b>	<b>11-Dec-26</b>	[Summary bar]																											
<b>LEVEL 6 ZONE 'A' FRAMING (15 UNITS)</b>		<b>20</b>	<b>07-Oct-26</b>	<b>04-Nov-26</b>	[Summary bar]																											
FRM-L6A-100	LAYOUT	2	07-Oct-26	08-Oct-26	[Gantt bar]																											
FRM-L6A-110	FRAME WALLS	6	08-Oct-26	16-Oct-26	[Gantt bar]																											
FRM-L6A-120	SHEAR & DENSGLOSS	6	13-Oct-26	20-Oct-26	[Gantt bar]																											
FRM-L6A-140	ROLL JOISTS & SHEATHE FLOORABOVE	6	19-Oct-26	26-Oct-26	[Gantt bar]																											
FRM-L6A-130	EXTERIOR BACKING & KNIFE PLATES	4	19-Oct-26	22-Oct-26	[Gantt bar]																											
FRM-L6A-160	FRAME INTERIOR NON-BEARING WALLS	4	23-Oct-26	28-Oct-26	[Gantt bar]																											
FRM-L6A-150	EXTERIOR SHROUDS, SLEEVES, ETC.	4	23-Oct-26	28-Oct-26	[Gantt bar]																											
FRM-L6A-170	COMPLETE STRUCTURAL COMPONENTS	5	29-Oct-26	04-Nov-26	[Gantt bar]																											
<b>LEVEL 6 ZONE 'B' FRAMING (18 UNITS)</b>		<b>20</b>	<b>12-Nov-26</b>	<b>11-Dec-26</b>	[Summary bar]																											
FRM-L6B-100	LAYOUT	2	12-Nov-26	13-Nov-26	[Gantt bar]																											
FRM-L6B-110	FRAME WALLS	6	13-Nov-26	20-Nov-26	[Gantt bar]																											
FRM-L6B-120	SHEAR & DENSGLOSS	6	17-Nov-26	24-Nov-26	[Gantt bar]																											
FRM-L6B-140	ROLL JOISTS & SHEATHE FLOORABOVE	6	23-Nov-26	02-Dec-26	[Gantt bar]																											
FRM-L6B-130	EXTERIOR BACKING & KNIFE PLATES	4	23-Nov-26	30-Nov-26	[Gantt bar]																											
FRM-L6B-160	FRAME INTERIOR NON-BEARING WALLS	4	01-Dec-26	04-Dec-26	[Gantt bar]																											
FRM-L6B-150	EXTERIOR SHROUDS, SLEEVES, ETC.	4	01-Dec-26	04-Dec-26	[Gantt bar]																											
FRM-L6B-170	COMPLETE STRUCTURAL COMPONENTS	5	07-Dec-26	11-Dec-26	[Gantt bar]																											
<b>LEVEL 7 FRAMING</b>		<b>47</b>	<b>29-Oct-26</b>	<b>08-Jan-27</b>	[Summary bar]																											
<b>LEVEL 7 ZONE 'A' FRAMING (13 UNITS &amp; COMMONS)</b>		<b>22</b>	<b>29-Oct-26</b>	<b>01-Dec-26</b>	[Summary bar]																											
FRM-L7A-100	LAYOUT	2	29-Oct-26	30-Oct-26	[Gantt bar]																											
FRM-L7A-110	FRAME WALLS	6	30-Oct-26	06-Nov-26	[Gantt bar]																											
FRM-L7A-120	SHEAR & DENSGLOSS	6	03-Nov-26	10-Nov-26	[Gantt bar]																											
FRM-L7A-130	EXTERIOR BACKING & KNIFE PLATES	5	09-Nov-26	13-Nov-26	[Gantt bar]																											
FRM-L7A-140	ROLL JOISTS & SHEATHE FLOORABOVE	6	10-Nov-26	17-Nov-26	[Gantt bar]																											
FRM-L7A-160	FRAME INTERIOR NON-BEARING WALLS	5	16-Nov-26	20-Nov-26	[Gantt bar]																											
FRM-L7A-150	EXTERIOR SHROUDS, SLEEVES, ETC.	5	16-Nov-26	20-Nov-26	[Gantt bar]																											
FRM-L7A-170	COMPLETE STRUCTURAL COMPONENTS	5	23-Nov-26	01-Dec-26	[Gantt bar]																											
<b>LEVEL 7 ZONE 'B' FRAMING (16 UNITS &amp; COMMONS)</b>		<b>22</b>	<b>07-Dec-26</b>	<b>08-Jan-27</b>	[Summary bar]																											
FRM-7B-100	LAYOUT	2	07-Dec-26	08-Dec-26	[Gantt bar]																											
FRM-7B-110	FRAME WALLS	6	08-Dec-26	15-Dec-26	[Gantt bar]																											
FRM-7B-120	SHEAR & DENSGLOSS	6	10-Dec-26	17-Dec-26	[Gantt bar]																											
FRM-7B-140	ROLL JOISTS & SHEATHE FLOORABOVE	6	16-Dec-26	23-Dec-26	[Gantt bar]																											
FRM-7B-130	EXTERIOR BACKING & KNIFE PLATES	4	16-Dec-26	21-Dec-26	[Gantt bar]																											
FRM-7B-150	EXTERIOR SHROUDS, SLEEVES, ETC.	4	18-Dec-26	23-Dec-26	[Gantt bar]																											
FRM-7B-160	FRAME INTERIOR NON-BEARING WALLS	4	24-Dec-26	30-Dec-26	[Gantt bar]																											
FRM-7B-170	COMPLETE STRUCTURAL COMPONENTS	5	04-Jan-27	08-Jan-27	[Gantt bar]																											
<b>ROOF &amp; OVERRUN FRAMING</b>		<b>52</b>	<b>23-Nov-26</b>	<b>10-Feb-27</b>	[Summary bar]																											
<b>ROOF 'A' FRAMING</b>		<b>25</b>	<b>23-Nov-26</b>	<b>30-Dec-26</b>	[Summary bar]																											
FRM-RF-A-100	FRAME OVERRUN WALLS & ROOFS	8	23-Nov-26	04-Dec-26	[Gantt bar]																											

█ Actual Work   
 █ Critical Remaining Work   
 █ Remaining Work   
 ▶ Summary   
 ◆ Milestone

# The Perle (Draft)

NTP: 18-Aug-25    TCO: 03-Dec-27    CofO: 01-Feb-28

Run Date: 01-Jul-25

Activity ID	Activity Name	O.D.	Start	Finish	Gantt Chart (Days: N, D, J, F, M, A, M, J, J, A, S, O, N, D, J, F, M, A, M, J, J, A, S, O, N, D, J, F, M, A, M, J)																											
FRM-RF-A-110	FRAME PARAPETS, ETC.	5	03-Dec-26	09-Dec-26	[Gantt bar]																											
FRM-RF-A-120	ROOF & PARAPET BACKING	4	08-Dec-26	11-Dec-26	[Gantt bar]																											
FRM-RF-A-130	SHEAR & DENSGLOSS	5	14-Dec-26	18-Dec-26	[Gantt bar]																											
FRM-RF-A-140	BUILD ROOF CURBS	5	14-Dec-26	18-Dec-26	[Gantt bar]																											
FRM-RF-A-150	INSTALL ROOFANCHORS	5	14-Dec-26	18-Dec-26	[Gantt bar]																											
FRM-RF-A-160	MECHANICAL SCREEN POSTS	5	14-Dec-26	18-Dec-26	[Gantt bar]																											
FRM-RF-A-170	ROOF DRAINS	4	14-Dec-26	17-Dec-26	[Gantt bar]																											
FRM-RF-A-180	MEPF PENETRATIONS	4	14-Dec-26	17-Dec-26	[Gantt bar]																											
FRM-RF-A-190	SPRAY FOAM PARAPETS	3	14-Dec-26	16-Dec-26	[Gantt bar]																											
FRM-RF-A-200	SHEATHE PARAPETS	4	17-Dec-26	22-Dec-26	[Gantt bar]																											
FRM-RF-A-210	ROOFANCHOR TESTING & CERTIFICATION	2	21-Dec-26	22-Dec-26	[Gantt bar]																											
FRM-RF-A-220	COMPLETE STRUCTURAL COMPONENTS	5	23-Dec-26	30-Dec-26	[Gantt bar]																											
<b>ROOF 'B' FRAMING</b>		27	04-Jan-27	10-Feb-27	[Summary bar]																											
FRM-RF-B-100	FRAME OVERRUN WALLS & ROOFS	8	04-Jan-27	13-Jan-27	[Gantt bar]																											
FRM-RF-B-110	FRAME PARAPETS, ETC.	5	12-Jan-27	19-Jan-27	[Gantt bar]																											
FRM-RF-B-120	ROOF & PARAPET BACKING	4	20-Jan-27	25-Jan-27	[Gantt bar]																											
FRM-RF-B-190	SPRAY FOAM PARAPETS	3	22-Jan-27	26-Jan-27	[Gantt bar]																											
FRM-RF-B-130	SHEAR & DENSGLOSS	5	26-Jan-27	01-Feb-27	[Gantt bar]																											
FRM-RF-B-140	BUILD ROOF CURBS	5	26-Jan-27	01-Feb-27	[Gantt bar]																											
FRM-RF-B-150	INSTALL ROOFANCHORS	5	26-Jan-27	01-Feb-27	[Gantt bar]																											
FRM-RF-B-160	MECHANICAL SCREEN POSTS	5	26-Jan-27	01-Feb-27	[Gantt bar]																											
FRM-RF-B-170	ROOF DRAINS	4	26-Jan-27	29-Jan-27	[Gantt bar]																											
FRM-RF-B-180	MEPF PENETRATIONS	4	26-Jan-27	29-Jan-27	[Gantt bar]																											
FRM-RF-B-200	SHEATHE PARAPETS	4	26-Jan-27	29-Jan-27	[Gantt bar]																											
FRM-RF-B-210	ROOFANCHOR TESTING & CERTIFICATION	2	02-Feb-27	03-Feb-27	[Gantt bar]																											
FRM-RF-B-220	COMPLETE STRUCTURAL COMPONENTS	5	04-Feb-27	10-Feb-27	[Gantt bar]																											
<b>LEVEL 2 FRAMING</b>		30	09-Sep-26	21-Oct-26	[Summary bar]																											
<b>LEVEL 2 ZONE 'A' FRAMING (19 UNITS &amp; COMMONS)</b>		20	09-Sep-26	06-Oct-26	[Summary bar]																											
FRM-2A-100	FRAME WALLS	10	09-Sep-26	22-Sep-26	[Gantt bar]																											
FRM-2A-110	DENSGLOSS	10	23-Sep-26	06-Oct-26	[Gantt bar]																											
<b>LEVEL 2 ZONE 'B' FRAMING (15 UNITS &amp; COMMONS)</b>		20	23-Sep-26	21-Oct-26	[Summary bar]																											
FRM-2B-100	FRAME WALLS	10	23-Sep-26	06-Oct-26	[Gantt bar]																											
FRM-2B-110	DENSGLOSS	10	07-Oct-26	21-Oct-26	[Gantt bar]																											
<b>LEVEL 1 FRAMING</b>		40	07-Oct-26	04-Dec-26	[Summary bar]																											
<b>LEVEL 1 ZONE 'A' FRAMING (17 UNITS)</b>		20	07-Oct-26	04-Nov-26	[Summary bar]																											
FRM-1A-100	FRAME WALLS	10	07-Oct-26	21-Oct-26	[Gantt bar]																											
FRM-1A-110	DENSGLOSS	10	22-Oct-26	04-Nov-26	[Gantt bar]																											
<b>LEVEL 1 ZONES 'B' FRAMING (13 UNITS)</b>		20	22-Oct-26	18-Nov-26	[Summary bar]																											
FRM-1B-100	FRAME WALLS	10	22-Oct-26	04-Nov-26	[Gantt bar]																											
FRM-1B-110	DENSGLOSS	10	05-Nov-26	18-Nov-26	[Gantt bar]																											
<b>LEVEL 1 ZONE 'C' FRAMING (COMMONS)</b>		20	05-Nov-26	04-Dec-26	[Summary bar]																											
FRM-1C-100	FRAME WALLS	10	05-Nov-26	18-Nov-26	[Gantt bar]																											
FRM-1C-110	DENSGLOSS	10	19-Nov-26	04-Dec-26	[Gantt bar]																											
<b>LEVEL P1 FRAMING</b>		40	22-Oct-26	18-Dec-26	[Summary bar]																											
FRM-P1-100	CMU WALLS	20	22-Oct-26	18-Nov-26	[Gantt bar]																											
FRM-P1-110	FRAME WALLS	20	19-Nov-26	18-Dec-26	[Gantt bar]																											

█ Actual Work    █ Critical Remaining Work    ▶ Summary  
█ Remaining Work    ◆ Milestone

# The Perle (Draft)

NTP: 18-Aug-25 TCO: 03-Dec-27 CofO: 01-Feb-28

Run Date: 01-Jul-25

Activity ID	Activity Name	O.D.	Start	Finish	D N D J F M A M J J A S O N D J F M A M J J A S O N D J F M A M J																											
<b>LEVEL P2 FRAMING</b>																																
FRM-P2-100	CMU WALLS	20	19-Nov-26	18-Dec-26																												
FRM-P2-110	FRAME WALLS	20	21-Dec-26	21-Jan-27																												
<b>BUILDING ENVELOPE</b>																																
<b>ROOFING ACTIVITIES</b>																																
<b>ROOFING ZONE 'A'</b>																																
ROOF-A-100	INSTALL REGLETS	3	04-Jan-27	06-Jan-27																												
ROOF-A-110	VAPOR BARRIER	5	07-Jan-27	13-Jan-27																												
ROOF-A-120	TAPERED INSULATION & CRICKETS	5	13-Jan-27	20-Jan-27																												
ROOF-A-130	TPO MEMBRANE	5	20-Jan-27	26-Jan-27																												
ROOF-A-140	SEAL PENETRATIONS	5	26-Jan-27	01-Feb-27																												
ROOF-A-150	PARAPET COPING	5	26-Jan-27	01-Feb-27																												
ROOF-A-160	ROOF 'A' DRIED IN	0		01-Feb-27																												
<b>ROOF FINISHES ZONE 'A'</b>																																
ROOF-FIN-A-1	LOAD ROOF W/EQUIPMENT & ACCESSORIES	5	01-Feb-27	05-Feb-27																												
ROOF-FIN-A-1	RTU INSTALL	20	04-Feb-27	04-Mar-27																												
ROOF-FIN-A-1	MECHANICAL SCREEN	20	26-Feb-27	25-Mar-27																												
ROOF-FIN-A-1	MEPF TRIM	20	26-Feb-27	25-Mar-27																												
ROOF-FIN-A-1	ROOF PUNCH	5	26-Mar-27	01-Apr-27																												
<b>ROOFING ZONE 'B'</b>																																
ROOF-B-100	INSTALL REGLETS	3	09-Feb-27	11-Feb-27																												
ROOF-B-110	VAPOR BARRIER	5	11-Feb-27	18-Feb-27																												
ROOF-B-120	TAPERED INSULATION & CRICKETS	5	18-Feb-27	24-Feb-27																												
ROOF-B-130	TPO MEMBRANE	5	24-Feb-27	02-Mar-27																												
ROOF-B-140	SEAL PENETRATIONS	5	02-Mar-27	08-Mar-27																												
ROOF-B-150	PARAPET COPING	5	02-Mar-27	08-Mar-27																												
ROOF-B-160	ROOF 'B' DRIED IN	0		08-Mar-27																												
<b>ROOF FINISHES ZONE 'B'</b>																																
ROOF-FIN-B-1	LOAD ROOF W/EQUIPMENT & ACCESSORIES	5	08-Mar-27	12-Mar-27																												
ROOF-FIN-B-1	RTU INSTALL	20	11-Mar-27	07-Apr-27																												
ROOF-FIN-B-1	MECHANICAL SCREEN	20	01-Apr-27	28-Apr-27																												
ROOF-FIN-B-1	MEPF TRIM	20	01-Apr-27	28-Apr-27																												
ROOF-FIN-B-1	ROOF PUNCH	5	29-Apr-27	05-May-27																												
<b>ROOFING LOBBY</b>																																
ROOF-LBY-100	ZONE 'A' & ZONE 'B' SCAFFOLD REMOVED	1	30-Mar-27	30-Mar-27																												
ROOF-LBY-110	VAPOR BARRIER	5	31-Mar-27	06-Apr-27																												
ROOF-LBY-120	INSULATION	5	07-Apr-27	13-Apr-27																												
ROOF-LBY-130	STANDING SEAM METAL ROOF	10	14-Apr-27	27-Apr-27																												
ROOF-LBY-140	SEAL PENETRATIONS	5	28-Apr-27	04-May-27																												
ROOF-LBY-150	LOBBY ROOF DRIED IN	0		04-May-27																												
<b>EXTERIOR ELEVATION ACTIVITIES</b>																																
<b>ZONE 'A' ELEVATION #1</b>																																
<b>A1 ENVELOPE</b>																																
<b>A1 ENVELOPE (L1-L4)</b>																																
ENV-A1-100	HM DOORS	2	17-Sep-26	18-Sep-26																												
ENV-A1-110	STOREFRONT FRAMES	3	18-Sep-26	22-Sep-26																												

█ Actual Work   
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# The Perle (Draft)

NTP: 18-Aug-25 TCO: 03-Dec-27 CofO: 01-Feb-28

Run Date: 01-Jul-25

Activity ID	Activity Name	O.D.	Start	Finish	Gantt Chart (Days: N, D, J, F, M, A, M, J, J, A, S, O, N, D, J, F, M, A, M, J, J, A, S, O, N, D, J, F, M, A, M, J)																																																			
ENV-B5-120	HOT RUBBER PRE-STRIFE	4	28-Oct-26	02-Nov-26	[Gantt bar]																																																			
ENV-B5-130	BASE OF WALL FLASHING	4	30-Oct-26	04-Nov-26	[Gantt bar]																																																			
ENV-B5-140	ERECT SCAFFOLD (L1-L4)	3	03-Nov-26	05-Nov-26	[Gantt bar]																																																			
ENV-B5-150	WINDOW WRB & INSTALL	4	06-Nov-26	11-Nov-26	[Gantt bar]																																																			
ENV-B5-160	FLASHINGS	4	09-Nov-26	12-Nov-26	[Gantt bar]																																																			
ENV-B5-170	PRODUCTION WRB	4	11-Nov-26	16-Nov-26	[Gantt bar]																																																			
ENV-B5-180	PENETRATION WATERPROOFING	3	12-Nov-26	16-Nov-26	[Gantt bar]																																																			
ENV-B5-190	ENVELOPE INSPECTION	1	17-Nov-26	17-Nov-26	[Gantt bar]																																																			
<b>B5 ENVELOPE (L5-ROOF)</b>		12	18-Nov-26	07-Dec-26	[Summary bar]																																																			
ENV-B5-200	ERECT SCAFFOLD (L5-ROOF)	4	18-Nov-26	23-Nov-26	[Gantt bar]																																																			
ENV-B5-210	WINDOW WRB & INSTALL	4	24-Nov-26	01-Dec-26	[Gantt bar]																																																			
ENV-B5-220	FLASHINGS	4	25-Nov-26	02-Dec-26	[Gantt bar]																																																			
ENV-B5-230	PRODUCTION WRB	4	01-Dec-26	04-Dec-26	[Gantt bar]																																																			
ENV-B5-240	PENETRATION WATERPROOFING	3	02-Dec-26	04-Dec-26	[Gantt bar]																																																			
ENV-B5-250	ENVELOPE INSPECTION	1	07-Dec-26	07-Dec-26	[Gantt bar]																																																			
<b>B5 FINISHES</b>		43	08-Dec-26	10-Feb-27	[Summary bar]																																																			
CLAD-B5-110	FIBER CEMENT PANELS	10	08-Dec-26	21-Dec-26	[Gantt bar]																																																			
CLAD-B5-120	ALUMINUM PLANK SIDING	10	08-Dec-26	21-Dec-26	[Gantt bar]																																																			
CLAD-B5-130	BOARD-FORM CONCRETE PANELS	10	08-Dec-26	21-Dec-26	[Gantt bar]																																																			
CLAD-B5-140	STANDING SEAM METAL SIDING	10	08-Dec-26	21-Dec-26	[Gantt bar]																																																			
CLAD-B5-150	BALCONY RAILS	10	18-Dec-26	05-Jan-27	[Gantt bar]																																																			
CLAD-B5-160	CAULK & PAINT PREP	5	04-Jan-27	08-Jan-27	[Gantt bar]																																																			
CLAD-B5-170	PAINT	5	08-Jan-27	14-Jan-27	[Gantt bar]																																																			
CLAD-B5-180	SEALANTS	5	14-Jan-27	21-Jan-27	[Gantt bar]																																																			
CLAD-B5-190	WASH WALL & WINDOWS	3	21-Jan-27	25-Jan-27	[Gantt bar]																																																			
CLAD-B5-200	PUNCH VIA SCAFFOLD	5	25-Jan-27	29-Jan-27	[Gantt bar]																																																			
CLAD-B5-210	REMOVE SCAFFOLD	3	01-Feb-27	03-Feb-27	[Gantt bar]																																																			
CLAD-B5-220	CANOPY	3	03-Feb-27	05-Feb-27	[Gantt bar]																																																			
CLAD-B5-230	STOREFRONT GLASS & HARDWARE	3	03-Feb-27	05-Feb-27	[Gantt bar]																																																			
CLAD-B5-240	PUNCH GROUND LEVEL	3	08-Feb-27	10-Feb-27	[Gantt bar]																																																			
<b>ZONE 'B' ELEVATION #6</b>		77	26-Oct-26	18-Feb-27	[Summary bar]																																																			
<b>B6 ENVELOPE</b>		33	26-Oct-26	11-Dec-26	[Summary bar]																																																			
<b>B6 ENVELOPE (L1-L4)</b>		21	26-Oct-26	23-Nov-26	[Summary bar]																																																			
ENV-B6-100	HM DOORS	2	26-Oct-26	27-Oct-26	[Gantt bar]																																																			
ENV-B6-110	STOREFRONT FRAMES	3	27-Oct-26	29-Oct-26	[Gantt bar]																																																			
ENV-B6-120	HOT RUBBER PRE-STRIFE	4	30-Oct-26	04-Nov-26	[Gantt bar]																																																			
ENV-B6-130	BASE OF WALL FLASHING	4	03-Nov-26	06-Nov-26	[Gantt bar]																																																			
ENV-B6-140	ERECT SCAFFOLD (L1-L4)	3	05-Nov-26	09-Nov-26	[Gantt bar]																																																			
ENV-B6-150	WINDOW WRB & INSTALL	4	12-Nov-26	17-Nov-26	[Gantt bar]																																																			
ENV-B6-160	FLASHINGS	4	13-Nov-26	18-Nov-26	[Gantt bar]																																																			
ENV-B6-170	PRODUCTION WRB	4	17-Nov-26	20-Nov-26	[Gantt bar]																																																			
ENV-B6-180	PENETRATION WATERPROOFING	3	18-Nov-26	20-Nov-26	[Gantt bar]																																																			
ENV-B6-190	ENVELOPE INSPECTION	1	23-Nov-26	23-Nov-26	[Gantt bar]																																																			
<b>B6 ENVELOPE (L5-ROOF)</b>		12	24-Nov-26	11-Dec-26	[Summary bar]																																																			
ENV-B6-200	ERECT SCAFFOLD (L5-ROOF)	4	24-Nov-26	01-Dec-26	[Gantt bar]																																																			
ENV-B6-210	WINDOW WRB & INSTALL	4	02-Dec-26	07-Dec-26	[Gantt bar]																																																			

█ Actual Work   
 █ Critical Remaining Work   
  Summary  
█ Remaining Work   
 ◆ Milestone











# The Perle (Draft)

NTP: 18-Aug-25    TCO: 03-Dec-27    CofO: 01-Feb-28

Run Date: 01-Jul-25

Activity ID	Activity Name	O.D.	Start	Finish	Gantt Chart (Days: N, D, J, F, M, A, M, J, J, A, S, O, N, D, J, F, M, A, M, J, J, A, S, O, N, D, J, F, M, A, M, J)																																																			
RGH-1B-120	MECHANICAL SLEEVES, PIPING, ETC.	5	07-Dec-26	11-Dec-26	[Gantt bar]																																																			
RGH-1B-130	FIRE SLEEVES, PIPING, ETC.	5	07-Dec-26	11-Dec-26	[Gantt bar]																																																			
RGH-1B-140	LOW VOLT SLEEVES, PIPING, PATHWAYS, ETC.	5	07-Dec-26	11-Dec-26	[Gantt bar]																																																			
<b>LEVEL 2 INITIAL ROUGH-IN</b>		<b>15</b>	<b>07-Oct-26</b>	<b>28-Oct-26</b>	[Gantt bar]																																																			
<b>L2A INITIAL ROUGH-IN</b>		<b>5</b>	<b>07-Oct-26</b>	<b>14-Oct-26</b>	[Gantt bar]																																																			
RGH-2A-100	PLUMBING SLEEVES, PIPING, ETC.	5	07-Oct-26	14-Oct-26	[Gantt bar]																																																			
RGH-2A-110	ELECTRICAL SLEEVES, PIPING, ETC.	5	07-Oct-26	14-Oct-26	[Gantt bar]																																																			
RGH-2A-120	MECHANICAL SLEEVES, PIPING, ETC.	5	07-Oct-26	14-Oct-26	[Gantt bar]																																																			
RGH-2A-130	FIRE SLEEVES, PIPING, ETC.	5	07-Oct-26	14-Oct-26	[Gantt bar]																																																			
RGH-2A-140	LOW VOLT SLEEVES, PIPING, PATHWAYS, ETC.	5	07-Oct-26	14-Oct-26	[Gantt bar]																																																			
<b>L2B INITIAL ROUGH-IN</b>		<b>5</b>	<b>22-Oct-26</b>	<b>28-Oct-26</b>	[Gantt bar]																																																			
RGH-2B-100	PLUMBING SLEEVES, PIPING, ETC.	5	22-Oct-26	28-Oct-26	[Gantt bar]																																																			
RGH-2B-110	ELECTRICAL SLEEVES, PIPING, ETC.	5	22-Oct-26	28-Oct-26	[Gantt bar]																																																			
RGH-2B-120	MECHANICAL SLEEVES, PIPING, ETC.	5	22-Oct-26	28-Oct-26	[Gantt bar]																																																			
RGH-2B-130	FIRE SLEEVES, PIPING, ETC.	5	22-Oct-26	28-Oct-26	[Gantt bar]																																																			
RGH-2B-140	LOW VOLT SLEEVES, PIPING, PATHWAYS, ETC.	5	22-Oct-26	28-Oct-26	[Gantt bar]																																																			
<b>LEVEL 3 INITIAL ROUGH-IN</b>		<b>25</b>	<b>27-Aug-26</b>	<b>02-Oct-26</b>	[Gantt bar]																																																			
<b>L3A INITIAL ROUGH-IN</b>		<b>5</b>	<b>27-Aug-26</b>	<b>02-Sep-26</b>	[Gantt bar]																																																			
RGH-3A-100	PLUMBING SLEEVES, PIPING, ETC.	5	27-Aug-26	02-Sep-26	[Gantt bar]																																																			
RGH-3A-110	ELECTRICAL SLEEVES, PIPING, ETC.	5	27-Aug-26	02-Sep-26	[Gantt bar]																																																			
RGH-3A-120	MECHANICAL SLEEVES, PIPING, ETC.	5	27-Aug-26	02-Sep-26	[Gantt bar]																																																			
RGH-3A-130	FIRE SLEEVES, PIPING, ETC.	5	27-Aug-26	02-Sep-26	[Gantt bar]																																																			
RGH-3A-140	LOW VOLT SLEEVES, PIPING, PATHWAYS, ETC.	5	27-Aug-26	02-Sep-26	[Gantt bar]																																																			
<b>L3B INITIAL ROUGH-IN</b>		<b>5</b>	<b>28-Sep-26</b>	<b>02-Oct-26</b>	[Gantt bar]																																																			
RGH-3B-100	PLUMBING SLEEVES, PIPING, ETC.	5	28-Sep-26	02-Oct-26	[Gantt bar]																																																			
RGH-3B-110	ELECTRICAL SLEEVES, PIPING, ETC.	5	28-Sep-26	02-Oct-26	[Gantt bar]																																																			
RGH-3B-120	MECHANICAL SLEEVES, PIPING, ETC.	5	28-Sep-26	02-Oct-26	[Gantt bar]																																																			
RGH-3B-130	FIRE SLEEVES, PIPING, ETC.	5	28-Sep-26	02-Oct-26	[Gantt bar]																																																			
RGH-3B-140	LOW VOLT SLEEVES, PIPING, PATHWAYS, ETC.	5	28-Sep-26	02-Oct-26	[Gantt bar]																																																			
<b>LEVEL 4 INITIAL ROUGH-IN</b>		<b>28</b>	<b>18-Sep-26</b>	<b>28-Oct-26</b>	[Gantt bar]																																																			
<b>L4A INITIAL ROUGH-IN</b>		<b>5</b>	<b>18-Sep-26</b>	<b>24-Sep-26</b>	[Gantt bar]																																																			
RGH-4A-100	PLUMBING SLEEVES, PIPING, ETC.	5	18-Sep-26	24-Sep-26	[Gantt bar]																																																			
RGH-4A-110	ELECTRICAL SLEEVES, PIPING, ETC.	5	18-Sep-26	24-Sep-26	[Gantt bar]																																																			
RGH-4A-120	MECHANICAL SLEEVES, PIPING, ETC.	5	18-Sep-26	24-Sep-26	[Gantt bar]																																																			
RGH-4A-130	FIRE SLEEVES, PIPING, ETC.	5	18-Sep-26	24-Sep-26	[Gantt bar]																																																			
RGH-4A-140	LOW VOLT SLEEVES, PIPING, PATHWAYS, ETC.	5	18-Sep-26	24-Sep-26	[Gantt bar]																																																			
<b>L4B INITIAL ROUGH-IN</b>		<b>5</b>	<b>22-Oct-26</b>	<b>28-Oct-26</b>	[Gantt bar]																																																			
RGH-4B-100	PLUMBING SLEEVES, PIPING, ETC.	5	22-Oct-26	28-Oct-26	[Gantt bar]																																																			
RGH-4B-110	ELECTRICAL SLEEVES, PIPING, ETC.	5	22-Oct-26	28-Oct-26	[Gantt bar]																																																			
RGH-4B-120	MECHANICAL SLEEVES, PIPING, ETC.	5	22-Oct-26	28-Oct-26	[Gantt bar]																																																			
RGH-4B-130	FIRE SLEEVES, PIPING, ETC.	5	22-Oct-26	28-Oct-26	[Gantt bar]																																																			
RGH-4B-140	LOW VOLT SLEEVES, PIPING, PATHWAYS, ETC.	5	22-Oct-26	28-Oct-26	[Gantt bar]																																																			
<b>LEVEL 5 INITIAL ROUGH-IN</b>		<b>29</b>	<b>08-Oct-26</b>	<b>18-Nov-26</b>	[Gantt bar]																																																			
<b>L5A INITIAL ROUGH-IN</b>		<b>5</b>	<b>08-Oct-26</b>	<b>15-Oct-26</b>	[Gantt bar]																																																			
RGH-5A-100	PLUMBING SLEEVES, PIPING, ETC.	5	08-Oct-26	15-Oct-26	[Gantt bar]																																																			
RGH-5A-110	ELECTRICAL SLEEVES, PIPING, ETC.	5	08-Oct-26	15-Oct-26	[Gantt bar]																																																			

█ Actual Work    █ Critical Remaining Work    ▼ Summary  
█ Remaining Work    ◆ Milestone



# The Perle (Draft)

NTP: 18-Aug-25    TCO: 03-Dec-27    CofO: 01-Feb-28

Run Date: 01-Jul-25

Activity ID	Activity Name	O.D.	Start	Finish	Gantt Chart (Days: N, D, J, F, M, A, M, J, J, A, S, O, N, D, J, F, M, A, M, J, J, A, S, O, N, D, J, F, M, A, M, J)																											
RGH-ROOF-B-1	FIRE SLEEVES, PIPING, ETC.	5	01-Feb-27	05-Feb-27	[Gantt bars for Feb 1-5, 2027]																											
RGH-ROOF-B-1	LOW VOLT SLEEVES, PIPING, PATHWAYS, ETC.	5	01-Feb-27	05-Feb-27	[Gantt bars for Feb 1-5, 2027]																											
<b>LEVEL P1 INITIAL ROUGH-IN</b>		<b>5</b>	<b>19-Nov-26</b>	<b>25-Nov-26</b>	[Summary bar for Nov 19-25, 2026]																											
RGH-P1-100	PLUMBING SLEEVES, PIPING, ETC.	5	19-Nov-26	25-Nov-26	[Gantt bars for Nov 19-25, 2026]																											
RGH-P1-110	ELECTRICAL SLEEVES, PIPING, ETC.	5	19-Nov-26	25-Nov-26	[Gantt bars for Nov 19-25, 2026]																											
RGH-P1-120	MECHANICAL SLEEVES, PIPING, ETC.	5	19-Nov-26	25-Nov-26	[Gantt bars for Nov 19-25, 2026]																											
RGH-P1-130	FIRE SLEEVES, PIPING, ETC.	5	19-Nov-26	25-Nov-26	[Gantt bars for Nov 19-25, 2026]																											
RGH-P1-140	LOW VOLT SLEEVES, PIPING, PATHWAYS, ETC.	5	19-Nov-26	25-Nov-26	[Gantt bars for Nov 19-25, 2026]																											
<b>LEVEL P2 INITIAL ROUGH-IN</b>		<b>5</b>	<b>21-Dec-26</b>	<b>28-Dec-26</b>	[Summary bar for Dec 21-28, 2026]																											
RGH-P2-100	PLUMBING SLEEVES, PIPING, ETC.	5	21-Dec-26	28-Dec-26	[Gantt bars for Dec 21-28, 2026]																											
RGH-P2-110	ELECTRICAL SLEEVES, PIPING, ETC.	5	21-Dec-26	28-Dec-26	[Gantt bars for Dec 21-28, 2026]																											
RGH-P2-120	MECHANICAL SLEEVES, PIPING, ETC.	5	21-Dec-26	28-Dec-26	[Gantt bars for Dec 21-28, 2026]																											
RGH-P2-130	FIRE SLEEVES, PIPING, ETC.	5	21-Dec-26	28-Dec-26	[Gantt bars for Dec 21-28, 2026]																											
RGH-P2-140	LOW VOLT SLEEVES, PIPING, PATHWAYS, ETC.	5	21-Dec-26	28-Dec-26	[Gantt bars for Dec 21-28, 2026]																											
<b>BUILDING INTERIOR FINISHES</b>		<b>219</b>	<b>30-Nov-26</b>	<b>19-Oct-27</b>	[Summary bar for Nov 30, 2026 to Oct 19, 2027]																											
<b>LEVEL 7 INTERIORS</b>		<b>143</b>	<b>27-Jan-27</b>	<b>23-Aug-27</b>	[Summary bar for Jan 27, 2027 to Aug 23, 2027]																											
<b>L7A INTERIORS (13 UNITS &amp; COMMONS)</b>		<b>119</b>	<b>27-Jan-27</b>	<b>20-Jul-27</b>	[Summary bar for Jan 27, 2027 to Jul 20, 2027]																											
INT-7A-100	FIRE SPRINKLER ROUGH-IN	3	27-Jan-27	29-Jan-27	[Gantt bars for Jan 27-29, 2027]																											
INT-7A-110	PLUMBING ROUGH-IN	3	28-Jan-27	01-Feb-27	[Gantt bars for Jan 28-Feb 1, 2027]																											
INT-7A-120	MECH ROUGH-IN	3	29-Jan-27	02-Feb-27	[Gantt bars for Jan 29-Feb 2, 2027]																											
INT-7A-130	ELEC ROUGH-IN	3	01-Feb-27	03-Feb-27	[Gantt bars for Feb 1-3, 2027]																											
INT-7A-140	INSULATE SHOWER WALLS	1	03-Feb-27	03-Feb-27	[Gantt bars for Feb 3, 2027]																											
INT-7A-150	DRYWALL & TAPE SHOWER WALLS	3	04-Feb-27	08-Feb-27	[Gantt bars for Feb 4-8, 2027]																											
INT-7A-160	SET SHOWERS	3	08-Feb-27	10-Feb-27	[Gantt bars for Feb 8-10, 2027]																											
INT-7A-170	MEPF ROUGH-IN/INSPECTIONS	2	10-Feb-27	11-Feb-27	[Gantt bars for Feb 10-11, 2027]																											
INT-7A-180	FIRE CAULK	3	11-Feb-27	16-Feb-27	[Gantt bars for Feb 11-16, 2027]																											
INT-7A-190	FRAMING INSPECTION	2	17-Feb-27	18-Feb-27	[Gantt bars for Feb 17-18, 2027]																											
INT-7A-200	RESILIENT CHANNEL	3	19-Feb-27	23-Feb-27	[Gantt bars for Feb 19-23, 2027]																											
INT-7A-210	INSULATION	3	23-Feb-27	25-Feb-27	[Gantt bars for Feb 23-25, 2027]																											
INT-7A-220	STOCK DRYWALL	2	25-Feb-27	26-Feb-27	[Gantt bars for Feb 25-26, 2027]																											
INT-7A-230	1ST LAYER DRYWALL	3	26-Feb-27	02-Mar-27	[Gantt bars for Feb 26-Mar 2, 2027]																											
INT-7A-240	FRAME SOFFITS	3	02-Mar-27	04-Mar-27	[Gantt bars for Mar 2-4, 2027]																											
INT-7A-250	MEPF ROUGH-IN @ SOFFITS (IF NEEDED)	3	04-Mar-27	08-Mar-27	[Gantt bars for Mar 4-8, 2027]																											
INT-7A-260	2ND LAYER DRYWALL & SOFFITS	3	08-Mar-27	10-Mar-27	[Gantt bars for Mar 8-10, 2027]																											
INT-7A-270	TAPE, MUD, SAND	15	10-Mar-27	30-Mar-27	[Gantt bars for Mar 10-30, 2027]																											
INT-7A-280	PREP COAT /PVA/ TEXTURE	3	30-Mar-27	01-Apr-27	[Gantt bars for Mar 30-Apr 1, 2027]																											
INT-7A-290	PAINT WALLS & CEILINGS	3	01-Apr-27	05-Apr-27	[Gantt bars for Apr 1-5, 2027]																											
INT-7A-300	GYPCRETE (CORRIDORS ALSO)	2	06-Apr-27	07-Apr-27	[Gantt bars for Apr 6-7, 2027]																											
INT-7A-310	PLUMBING TRIM	3	08-Apr-27	12-Apr-27	[Gantt bars for Apr 8-12, 2027]																											
INT-7A-320	FIRE SPRINKER TRIM	3	08-Apr-27	12-Apr-27	[Gantt bars for Apr 8-12, 2027]																											
INT-7A-330	LOW VOLT TRIM	3	08-Apr-27	12-Apr-27	[Gantt bars for Apr 8-12, 2027]																											
INT-7A-340	GYPCRETE CURE	5	08-Apr-27	14-Apr-27	[Gantt bars for Apr 8-14, 2027]																											
INT-7A-350	ELEC TRIM	3	08-Apr-27	12-Apr-27	[Gantt bars for Apr 8-12, 2027]																											
INT-7A-360	MECH TRIM	3	08-Apr-27	12-Apr-27	[Gantt bars for Apr 8-12, 2027]																											
INT-7A-370	HARD FLOOR SURFACES	5	15-Apr-27	21-Apr-27	[Gantt bars for Apr 15-21, 2027]																											

█ Actual Work    █ Critical Remaining Work    ▼ Summary  
█ Remaining Work    ◆ Milestone





































# The Perle (Draft)

NTP: 18-Aug-25 TCO: 03-Dec-27 CofO: 01-Feb-28

Run Date: 01-Jul-25

Activity ID	Activity Name	O.D.	Start	Finish	Gantt Chart (Days: D, N, D, J, F, M, A, M, J, J, A, S, O, N, D, J, F, M, A, M, J, J, A, S, O, N, D, J, F, M, A, M, J)																																																			
COR-3B-350	LOW VOLT TRIM	4	06-Jul-27	09-Jul-27	[Gantt bars for COR-3B-350]																																																			
COR-3B-360	MECH TRIM	4	06-Jul-27	09-Jul-27	[Gantt bars for COR-3B-360]																																																			
COR-3B-370	HARD FLOOR SURFACES	4	27-Jul-27	30-Jul-27	[Gantt bars for COR-3B-370]																																																			
COR-3B-380	DOORS	3	02-Aug-27	04-Aug-27	[Gantt bars for COR-3B-380]																																																			
COR-3B-390	PAINT MILLWORK	4	05-Aug-27	10-Aug-27	[Gantt bars for COR-3B-390]																																																			
COR-3B-400	DOOR HARDWARE	3	11-Aug-27	13-Aug-27	[Gantt bars for COR-3B-400]																																																			
COR-3B-410	ACCESSORIES	3	11-Aug-27	13-Aug-27	[Gantt bars for COR-3B-410]																																																			
COR-3B-420	ROUGH CLEAN	3	16-Aug-27	18-Aug-27	[Gantt bars for COR-3B-420]																																																			
COR-3B-430	CARPET	4	19-Aug-27	24-Aug-27	[Gantt bars for COR-3B-430]																																																			
COR-3B-440	ZERO DEFECT	5	25-Aug-27	31-Aug-27	[Gantt bars for COR-3B-440]																																																			
COR-3B-450	WINDOW COVERINGS	2	01-Sep-27	02-Sep-27	[Gantt bars for COR-3B-450]																																																			
COR-3B-460	FINAL CLEAN	3	07-Sep-27	09-Sep-27	[Gantt bars for COR-3B-460]																																																			
COR-3B-470	PUNCH	5	16-Sep-27	22-Sep-27	[Gantt bars for COR-3B-470]																																																			
<b>LEVEL 2 INTERIORS</b>		150	23-Feb-27	29-Sep-27	[Summary bar for Level 2 Interiors]																																																			
<b>L2A INTERIORS (19 UNITS &amp; COMMONS)</b>		126	23-Feb-27	24-Aug-27	[Summary bar for L2A Interiors]																																																			
INT-2A-100	FIRE SPRINKLER ROUGH-IN	4	23-Feb-27	26-Feb-27	[Gantt bars for INT-2A-100]																																																			
INT-2A-110	PLUMBING ROUGH-IN	4	25-Feb-27	02-Mar-27	[Gantt bars for INT-2A-110]																																																			
INT-2A-120	MECH ROUGH-IN	4	01-Mar-27	04-Mar-27	[Gantt bars for INT-2A-120]																																																			
INT-2A-130	ELEC ROUGH-IN	4	03-Mar-27	08-Mar-27	[Gantt bars for INT-2A-130]																																																			
INT-2A-140	INSULATE SHOWER WALLS	1	08-Mar-27	08-Mar-27	[Gantt bars for INT-2A-140]																																																			
INT-2A-150	DRYWALL & TAPE SHOWER WALLS	4	09-Mar-27	12-Mar-27	[Gantt bars for INT-2A-150]																																																			
INT-2A-160	SET SHOWERS	4	12-Mar-27	17-Mar-27	[Gantt bars for INT-2A-160]																																																			
INT-2A-170	MEPF ROUGH-IN INSPECTIONS	2	17-Mar-27	18-Mar-27	[Gantt bars for INT-2A-170]																																																			
INT-2A-180	FIRE CAULK	3	18-Mar-27	22-Mar-27	[Gantt bars for INT-2A-180]																																																			
INT-2A-190	FRAMING INSPECTION	2	23-Mar-27	24-Mar-27	[Gantt bars for INT-2A-190]																																																			
INT-2A-200	RESILIENT CHANNEL	3	25-Mar-27	29-Mar-27	[Gantt bars for INT-2A-200]																																																			
INT-2A-210	INSULATION	3	29-Mar-27	31-Mar-27	[Gantt bars for INT-2A-210]																																																			
INT-2A-220	STOCK DRYWALL	2	31-Mar-27	01-Apr-27	[Gantt bars for INT-2A-220]																																																			
INT-2A-230	1ST LAYER DRYWALL	4	01-Apr-27	06-Apr-27	[Gantt bars for INT-2A-230]																																																			
INT-2A-240	FRAME SOFFITS	4	06-Apr-27	09-Apr-27	[Gantt bars for INT-2A-240]																																																			
INT-2A-250	MEPF ROUGH-IN @ SOFFITS (IF NEEDED)	4	09-Apr-27	14-Apr-27	[Gantt bars for INT-2A-250]																																																			
INT-2A-260	2ND LAYER DRYWALL & SOFFITS	4	14-Apr-27	19-Apr-27	[Gantt bars for INT-2A-260]																																																			
INT-2A-270	TAPE, MUD, SAND	15	19-Apr-27	07-May-27	[Gantt bars for INT-2A-270]																																																			
INT-2A-280	PREP COAT / PVA / TEXTURE	3	07-May-27	11-May-27	[Gantt bars for INT-2A-280]																																																			
INT-2A-290	PAINT WALLS & CEILINGS	3	11-May-27	13-May-27	[Gantt bars for INT-2A-290]																																																			
INT-2A-310	PLUMBING TRIM	4	14-May-27	19-May-27	[Gantt bars for INT-2A-310]																																																			
INT-2A-320	FIRE SPRINKER TRIM	4	14-May-27	19-May-27	[Gantt bars for INT-2A-320]																																																			
INT-2A-330	LOW VOLT TRIM	4	14-May-27	19-May-27	[Gantt bars for INT-2A-330]																																																			
INT-2A-370	HARD FLOOR SURFACES	4	14-May-27	19-May-27	[Gantt bars for INT-2A-370]																																																			
INT-2A-350	ELEC TRIM	4	14-May-27	19-May-27	[Gantt bars for INT-2A-350]																																																			
INT-2A-360	MECH TRIM	4	14-May-27	19-May-27	[Gantt bars for INT-2A-360]																																																			
INT-2A-380	DOORS	4	19-May-27	24-May-27	[Gantt bars for INT-2A-380]																																																			
INT-2A-390	CABINETS	4	19-May-27	24-May-27	[Gantt bars for INT-2A-390]																																																			
INT-2A-400	BASE & CASE	4	25-May-27	01-Jun-27	[Gantt bars for INT-2A-400]																																																			
INT-2A-410	COUNTERTOP TEMPLATES	1	25-May-27	25-May-27	[Gantt bars for INT-2A-410]																																																			
INT-2A-420	COUNTERTOPS	3	26-May-27	01-Jun-27	[Gantt bars for INT-2A-420]																																																			

█ Actual Work    
 █ Critical Remaining Work    
 █ Remaining Work    
 ◆ Milestone    
 ▼ Summary





















# The Perle (Draft)

NTP: 18-Aug-25 TCO: 03-Dec-27 CofO: 01-Feb-28

Run Date: 01-Jul-25

Activity ID	Activity Name	O.D.	Start	Finish	D N D J F M A M J J A S O N D J F M A M J J A S O N D J F M A M J																											
<b>ONSITE &amp; PUBLIC IMPROVEMENTS</b>					16-Aug-27, ONSITE & PUBLIC IMPROVEMENTS																											
<b>COURTYARD IMPROVEMENTS</b>					16-Aug-27, COURTYARD IMPROVEMENTS																											
CY-IMP-100	SCAFFOLD REMOVED	1	08-Mar-27	08-Mar-27	SCAFFOLD REMOVED																											
CY-IMP-110	TOWER CRANE REMOVED	1	22-Mar-27	22-Mar-27	TOWER CRANE REMOVED																											
CY-IMP-120	FR.PS. DECK POURBACK	5	23-Mar-27	29-Mar-27	FR.PS. DECK POURBACK																											
CY-IMP-130	SCRAP OUT & WASH DECK	5	30-Mar-27	05-Apr-27	SCRAP OUT & WASH DECK																											
CY-IMP-140	HOT RUBBER	10	06-Apr-27	19-Apr-27	HOT RUBBER																											
CY-IMP-150	HOT RUBBER TESTING	5	20-Apr-27	26-Apr-27	HOT RUBBER TESTING																											
CY-IMP-160	DRAIN MAT & PROTECTION BOARD	5	27-Apr-27	03-May-27	DRAIN MAT & PROTECTION BOARD																											
CY-IMP-170	CONCRETE PLANTERS	20	04-May-27	02-Jun-27	CONCRETE PLANTERS																											
CY-IMP-180	GAS PIPING	5	03-Jun-27	09-Jun-27	GAS PIPING																											
CY-IMP-190	LANDSCAPING	20	03-Jun-27	01-Jul-27	LANDSCAPING																											
CY-IMP-200	ELEC ROUGH	5	03-Jun-27	09-Jun-27	ELEC ROUGH																											
CY-IMP-210	PEDESTAL PAVERS	15	10-Jun-27	01-Jul-27	PEDESTAL PAVERS																											
CY-IMP-220	FIXTURES & ACCESSORIES	15	06-Jul-27	26-Jul-27	FIXTURES & ACCESSORIES																											
CY-IMP-230	MEPF TRIM	10	27-Jul-27	09-Aug-27	MEPF TRIM																											
CY-IMP-240	COURTYARD PUNCH	5	10-Aug-27	16-Aug-27	COURTYARD PUNCH																											
<b>EAST SIDE IMPROVEMENTS</b>					16-Aug-27, EAST SIDE IMPROVEMENTS																											
EAST-IMP-100	SCAFFOLD REMOVED	1	08-Mar-27	08-Mar-27	SCAFFOLD REMOVED																											
EAST-IMP-110	SIDEWALK	10	09-Mar-27	22-Mar-27	SIDEWALK																											
EAST-IMP-120	LANDSCAPING	15	23-Mar-27	12-Apr-27	LANDSCAPING																											
EAST-IMP-130	MISCELLANEOUS FINISHES	15	13-Apr-27	03-May-27	MISCELLANEOUS FINISHES																											
EAST-IMP-140	LIGHTING	10	04-May-27	17-May-27	LIGHTING																											
EAST-IMP-150	PUNCH	5	10-Aug-27	16-Aug-27	PUNCH																											
<b>NORTH SIDE IMPROVEMENTS</b>					16-Aug-27, NORTH SIDE IMPROVEMENTS																											
NORTH-IMP-100	CURB & GUTTER	5	05-Oct-26	09-Oct-26	CURB & GUTTER																											
NORTH-IMP-110	SIDEWALK	10	13-Oct-26	26-Oct-26	SIDEWALK																											
NORTH-IMP-120	NE 12TH ST AC REPAIR & STRIPING	10	27-Oct-26	09-Nov-26	NE 12TH ST AC REPAIR & STRIPING																											
NORTH-IMP-130	SCAFFLOD REMOVED	1	17-Mar-27	17-Mar-27	SCAFFLOD REMOVED																											
NORTH-IMP-140	TRAFFIC COATING	15	18-Mar-27	07-Apr-27	TRAFFIC COATING																											
NORTH-IMP-150	CONCRETE HALF WALL	10	08-Apr-27	21-Apr-27	CONCRETE HALF WALL																											
NORTH-IMP-160	GAS PIPING TO BBQs	10	22-Apr-27	05-May-27	GAS PIPING TO BBQs																											
NORTH-IMP-170	BBQ INSTALLATIONS (QTY 10)	10	06-May-27	19-May-27	BBQ INSTALLATIONS (QTY 10)																											
NORTH-IMP-180	LANDSCAPING	15	20-May-27	11-Jun-27	LANDSCAPING																											
NORTH-IMP-190	LIGHTING	5	20-May-27	26-May-27	LIGHTING																											
NORTH-IMP-200	PUNCH	5	10-Aug-27	16-Aug-27	PUNCH																											
<b>WEST SIDE IMPROVEMENTS</b>					16-Aug-27, WEST SIDE IMPROVEMENTS																											
WEST-IMP-100	CURB & GUTTER	5	13-Oct-26	19-Oct-26	CURB & GUTTER																											
WEST-IMP-110	SIDEWALK	10	20-Oct-26	02-Nov-26	SIDEWALK																											
WEST-IMP-120	NE 106TH PLACE AC REPAIR & STRIPING	10	10-Nov-26	23-Nov-26	NE 106TH PLACE AC REPAIR & STRIPING																											
WEST-IMP-130	SCAFFLOD REMOVED	1	23-Mar-27	23-Mar-27	SCAFFLOD REMOVED																											
WEST-IMP-140	TRAFFIC COATING	15	08-Apr-27	28-Apr-27	TRAFFIC COATING																											
WEST-IMP-150	CONCRETE HALF WALL	10	29-Apr-27	12-May-27	CONCRETE HALF WALL																											
WEST-IMP-160	LANDSCAPING	15	07-Jun-27	28-Jun-27	LANDSCAPING																											
WEST-IMP-170	LIGHTING	5	07-Jun-27	11-Jun-27	LIGHTING																											

█ Actual Work   
 █ Critical Remaining Work   
  Summary  
█ Remaining Work   
 ◆ Milestone

# The Perle (Draft)

NTP: 18-Aug-25    TCO: 03-Dec-27    CofO: 01-Feb-28

Run Date: 01-Jul-25

Activity ID	Activity Name	O.D.	Start	Finish	Gantt Chart (Days: N, D, J, F, M, A, M, J, J, A, S, O, N, D, J, F, M, A, M, J, J, A, S, O, N, D, J, F, M, A, M, J, J, A, S, O, N, D, J, F, M, A, M, J)																																																			
WEST-IMP-180	PUNCH	5	10-Aug-27	16-Aug-27	[Gantt bar for WEST-IMP-180]																																																			
<b>SOUTH SIDE IMPROVEMENTS</b>		127	11-Feb-27	16-Aug-27	[Summary bar for SOUTH SIDE IMPROVEMENTS]																																																			
SOUTH-IMP-100	SCAFFOLD REMOVED	1	11-Feb-27	11-Feb-27	[Gantt bar for SCAFFOLD REMOVED]																																																			
SOUTH-IMP-110	RETAINING WALLS	20	12-Feb-27	12-Mar-27	[Gantt bar for RETAINING WALLS]																																																			
SOUTH-IMP-120	DRIVEWAY	20	15-Mar-27	09-Apr-27	[Gantt bar for DRIVEWAY]																																																			
SOUTH-IMP-130	LANDSCAPING	20	12-Apr-27	07-May-27	[Gantt bar for LANDSCAPING]																																																			
SOUTH-IMP-140	PUNCH	5	10-Aug-27	16-Aug-27	[Gantt bar for SOUTH-IMP-140]																																																			
<b>PROJECT CLOSEOUT</b>		111	16-Aug-27	01-Feb-28	[Summary bar for PROJECT CLOSEOUT]																																																			
CLSOUT-100	ON & OFF SITE IMPROVEMENTS COMPLETE	0		16-Aug-27	[Milestone for ON & OFF SITE IMPROVEMENTS COMPLETE]																																																			
CLSOUT-110	BUILDING EXTERIORS COMPLETE	0		26-Aug-27	[Milestone for BUILDING EXTERIORS COMPLETE]																																																			
CLSOUT-120	ELEVATOR STATE INSPECTIONS	10	27-Aug-27	13-Sep-27	[Gantt bar for ELEVATOR STATE INSPECTIONS]																																																			
CLSOUT-130	BUILDING INTERIORS COMPLETE	0		19-Oct-27	[Milestone for BUILDING INTERIORS COMPLETE]																																																			
CLSOUT-140	FINAL INSPECTIONS	20	20-Oct-27	17-Nov-27	[Gantt bar for FINAL INSPECTIONS]																																																			
CLSOUT-180	15 CALENDAR WEATHER DAYS	15	19-Nov-27	03-Dec-27	[Gantt bar for 15 CALENDAR WEATHER DAYS]																																																			
CLSOUT-150	SUBSTANTIAL COMPLETION/TCO	0		03-Dec-27	[Milestone for SUBSTANTIAL COMPLETION/TCO]																																																			
CLSOUT-160	OWNER PUNCH	60	04-Dec-27	01-Feb-28	[Gantt bar for OWNER PUNCH]																																																			
CLSOUT-170	CERTIFICATE OF OCCUPANCY	0		01-Feb-28	[Milestone for CERTIFICATE OF OCCUPANCY]																																																			

█ Actual Work    █ Critical Remaining Work    ▶ Summary  
█ Remaining Work    ◆ Milestone

**The Perle Apartments**  
**SRM Construction, Inc.**  
**5/19/2025**

## Exhibit F - Project Documents

**GMP BID SET DRAWINGS & SPECS**

The Perle (Silver Cloud) Apartments Bid Set Drawings	3/19/2025
The Perle (Silver Cloud) Apartments Specification Manual	3/19/2025
The Perle (Silver Cloud) Apartments Door Hardware Specs	4/3/2025
ALTA/TOPO Survey	11/10/2022

**GEOTECHNICAL**

Geotechnical Engineering Report	10/22/2021
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**ENVIORNMENTAL**

Phase I Environmental Site Assessment	4/13/2020
HAZMAT Abatement Report	3/17/2023

**ACOUSTICAL REPORTS**

Architectural Acoustical Report	11/6/2022
Mechanical System Noise Control Report	1/4/2023
Environmental Noise Study	8/22/2024

**OTHER**

Arborist Report	12/27/2021
Exterior Signage Concept Plans	1/2/2025
Smoke Control Conceptual Report	12/1/2022
Smoke Control Plans	9/26/2024
Smoke Control Submittal	6/13/2023

## EXHIBIT G

### Insurance Conditions

#### 1) Contractor's Insurance

- a) Before commencing performance of any portion of the Work, Contractor shall obtain insurance coverages of the types described in this Section with insurers licensed to do business in the State where work is performed, have a minimum rating of A-VII as evaluated by the most current A.M. Best Rating Guide.
- b) Owner's Group is defined as SRMPERLE, LLC. Before commencing performance of any portion of the Work, Contractor shall furnish to each entity in Owner's Group a certificate or certificates of insurance on an ACORD form, or equivalent form, reasonably acceptable to such entities executed in duplicate by the insurance representatives, and evidencing the insurance coverages required to be obtained by Contractor under this Section 1.
- c) Contractor shall procure and maintain the following insurance coverages at Contractor's expense unless otherwise provided herein: 1) worker's compensation and employer's liability insurance; 2) commercial general liability insurance at Owner's expense; 3) automobile liability insurance; 4) excess liability insurance at Owner's expense; 5) property insurance covering the personal property of Contractor; and 6) Pollution Insurance at Owner's expense.

##### i) Worker's Compensation and Employer's Liability Insurance

Contractor and the subcontractors are to provide, and bid the Work on the Project including, this insurance with statutory coverage as required in the State where work is performed in connection with the performance of the Work (and including coverage under the U.S. Longshoremen's and Harborworker's Act if applicable). The minimum limits required for the employer's liability insurance are to be 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

##### ii) Commercial General Liability Insurance

Such insurance shall be written on an occurrence basis and Insurance Services Office (ISO) general liability form CG 00 01 or equivalent, name the Owner and the Contractor as "named insureds", name other entities in the

Owner's Group as an additional insured using ISO Forms CG2026 and CG2027 or equivalent, and insure against liability for bodily injury and/or property damage occurring in connection with the Work, in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, and \$2,000,000 completed operations aggregate. The Project Policy includes Products and Completed Operations coverage extending six (6) years or the Statute of Repose, whichever is shorter from Substantial Completion of the Work, and contains an endorsement for waiving the cross-claims or cross suit exclusion applying to Products and Completed Operations. The types of risks covered by the Project Policy are listed completely in the actual insurance policies, which are available for review by Contractor.

Such insurance shall include the following specific coverages:

- (1) Premises and operations coverage with explosion, collapse and underground exclusions deleted.
- (2) Products and completed operations coverage, for a minimum of six (6) years after Substantial Completion of the Work or to the statute of limitations, whichever is less.
- (3) Blanket contractual coverage, including written contracts, subject to the policy terms and conditions.
- (4) Personal injury coverage; and Broad form property damage coverage, including completed operations.
- (5) No exclusion or limitation for Assisted Living work, unless approved by owner.
- (6) Coverage shall include coverage of \$5,000 per person, per occurrence for medical expenses.
- (7) A per location aggregate endorsement is to be included on an unlimited basis for any policy that has multiple locations. A per policy limit may be allowable if an umbrella in an amount acceptable to the Owner is provided.
- (8) Maximum deductible is \$25,000 and applied on a per occurrence basis in lieu of a per claim basis.
- (9) Policy shall not contain an exclusion or sublimit for loss or damage caused by assault and battery or firearms.

(10) Policy shall not contain an exclusion for loss or damage caused by mold, fungus, moisture, microbial contamination, or pathogenic organisms, unless such insurance without the exclusions is unavailable at a reasonable cost and the potential risk for loss or damage is minimal.

iii) Automobile Liability Insurance

Such insurance shall cover all owned, leased, non-owned and hired or borrowed vehicles used by Contractor and its employees or agents in connection with the performance of the Work, and insure against liability for bodily injury and death and/or property damage in an amount not less than \$1,000,000 combined single limit per occurrence and in the aggregate.

iv) Excess Liability Insurance

Such excess or umbrella liability insurance shall be written on an occurrence basis, in an amount not less than \$20,000,000 per occurrence and in the aggregate for bodily injury, property damage. Excess policy will follow the General Liability primary form.

v) Insurance for Contractor's Personal Property

Contractor's equipment policy will insure Contractor's equipment and personal property that is not covered by the Builder's All Risk policy described below.

vi) Pollution Insurance

Contractor's Pollution Legal Liability ("CPL") policy providing coverage for bodily injury, property damage, or cleanup resulting from pollution conditions including mold or other similar fungi arising out of or exacerbated by the work with limits of not less than \$3,000,000 per occurrence and \$3,000,000 aggregate and shall have a deductible or self-insured retention of no more than \$100,000. PLL is required to cover pollution conditions that are existing or emanating from the designated locations. Off-site third-party, BI/PD, cleanup, and defense costs must be included in the limit and policy must be endorsed to add on-site coverage and amended to provide coverage for the transportation and disposal of waste, first and third-party diminution of property value, and first-party business interruption. May be provided by an appropriately endorsed EIL/PLL policy or by combination of ELL/PLL and Environmental Impairment Liability policies. The CPL policy shall be maintained during the term of the development of the Project and for a period of at least two (2) years after

Substantial Completion of the Project, or for as long a period as is commercially available, whichever is less.

**2) Insurance required from Subcontractors**

a) Contractor shall require each of its subcontractors and sub-subcontractors to maintain insurance coverage similar to that required in this Section with reasonable limits, but not less than the following:

i) Commercial general liability insurance for bodily injury or death and/or property damage occurring with minimum limits of \$1,000,000 per occurrence, \$2,000,000 general aggregate and \$2,000,000 products and completed operations coverage for a period of one (1) year following Substantial Completion of the Work;

ii) Automobile liability insurance with minimum limits of \$1,000,000;

iii) Workers' compensation insurance with statutory coverage in the State where work is performed and employer's liability coverage with minimum limits of:

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.

iv) Pollution. If the Work involves providing any services involving asbestos, lead paint, pollution or any other hazardous material, Asbestos Abatement/Removal and/or Pollution Liability coverage as applicable is required.

**3) Builders Risk Insurance**

a) Owner shall at Owner's expense obtain and maintain, during the course of the Work but commencing only after the demolition of any existing structures, if required, Builder's All Risk insurance for all Work on a full replacement cost basis, from an insurance carrier and with limits for replacement cost, and sub limits for earthquake and flood, and with notice requirements, all of which are subject to the reasonable discretion of Owner's Group, and which shall name Owner as named insured and each entity in Owner's Group as well as Contractor, Contractor's subcontractors and their sub-subcontractors as additional named insureds. Such insurance shall include coverage for Owner's soft costs, loss of income and extra expenses, which costs shall be claimed by Owner in the event of any loss.

- b) Owner and Contractor shall waive all rights against each other and their respective subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by the property insurance obtained by either or any of them or any other property insurance applicable to the Work.
  
- c) Contractor shall pay the deductibles associated with the Builder's Risk obtained by Owner for the Project as described under Section 3 in an amount not to exceed \$50,000, except that Owner shall pay Builder's Risk deductibles in the event of loss caused by events beyond Contractor's control.

**EXHIBIT H - QUALIFICATIONS AND EXCLUSIONS**

	<b>The Perle Apartments</b>	
	<b>SRM Construction, Inc</b>	
	<b>8/1/2025</b>	
	<b>GMP</b>	
	<b>Exhibit H - Qualifications &amp; Exclusions</b>	
	<b>Qualifications</b>	
		The GMP Budget is based on the 3/19/2025 Bid Set from Studio Meng Strazzara.
		Anticipated construction start is September 2nd 2025. Exact dated is TBD pending issuance of NTP from the Owner.
		Project is based on a 27 month schedule. Saturdays, Sundays, Federal holidays and Overtime Premiums are excluded from the schedule and budget unless required by Contractor to recover schedule.
		Schedule and budget does not include time or cost for delays caused by city inspection availability in excess of posted inspection scheduling lead times or other impacts that are out of Contractor's control.
		Schedule and Budget assumes offsite civil/utility and street improvement work performed during normal working hours, Monday - Friday 7am - 5pm. OT Premiums for nighttime and weekend work excluded.
		Project budget is based off SRM using the existing project site and adjacent sidewalk on 106th Place Lane as material delivery/staging, subcontractor storage, limited parking, lay down area, equipment and delivery turn around.
		Budget for abatement of existing building has been excluded. Current Hazardous Abatement survey has not indicated any material needing abatement. Final testing to be conducted once building is vacant prior to Hazmat Consultant issuing Good Faith Survey.
		Budget for one UST is included as noted in geotech report.
		Site security is assumed as motion sensor cameras with 24/7 monitoring for 24 months with an allowance for manned security guard for the last (3) months of the project.
		Concrete pumping planned off of NE 12th and (1) placing boom is included
		Budget includes concrete stairs from P2 - Level 3 in lieu of metal pan stairs.
		Mechanical system budget based on LG multi-zone split system package. Budget assumes refrigerant volume calcs will not require mechanically ventilated shafts to service pathway from roof top and garage level condensers to unit fan coils/heads. Budget assumes currently designed electrical loads will accommodate the revised system.
		SRM Construction assumes PSE to deliver temporary power to site by November 2025 per Temp Power Application submitted in April 2025. Temp generators and fuel are excluded for tower crane, material hoists and general construction activities after November 2025.
		Light fixture package to be a performance spec to the BOD luminaire schedule per note #2 on E1.50.
		Fiber optic and Data cabling from MPOE/MDF/IDF's excluded from GMP budget and assumed to be provided by owners TV/DATA/Phone and managed WIFI vendors.
		GMP includes cut/cap of sewer, storm and water lines at the property line per Civil Drawings.
		Offsite restoration per Civil Drawings only. Any additional G&O and pavement restoration not identified on the Civil Drawings is not included in GMP Budget

		PSE support scope includes excavation, trenching and backfill only for new PSE infrastructure. Supply and install of new vaults and conduit is excluded and assumed to be by PSE.
	<b>Exclusions</b>	
		Cost escalation resulting from a delayed construction start with cause of delay due to no fault of contractor.
		GMP excludes cost for bonding SRM Construction, Inc and any of its subcontractors or any portion of the GMP work.
		Temporary sound structures during construction activities.
		Utility connection and capacity fees are excluded from GMP and included in Owner Soft Cost budget
		Structural Special Inspections are excluded from GMP and included in Owner Soft Cost budget
		Geotechnical soils inspections/testing are excluded from GMP and included in Owner Soft Cost budget.
		City of Bellevue and Dept of Ecology CESCL inspections, discharge monitoring reports, PH and Turbidity monitoring are excluded from GMP and included in Owner Soft Cost budget.
		Street Use & Public ROW Permits are excluded from GMP and included in Owner Soft Cost budget
		Excludes WSST
		Excludes third party building commissioning
		GMP budget excludes a budget for an active dewatering system for ground water management. Site dewatering included as pumps, hose and labor for discharge of construction stormwater only.
		Fire booster pump excluded.