SRG
STRUCTURAL
REHABILITATION GROUP, LLC
CONSULTING ENGINEERS

CONTRACT

WOOD DECK REHABILITATION
WATER'S EDGE CONDOMINIUM
LAKESIDE VIEW DRIVE
FALLS CHURCH, VA 22041

PREPARED FOR

WATER'S EDGE CONDOMINIUM
c/o KLINGBEIL, POWELL & ALRUTZ, INC.
6402 ARLINGTON BOULEVARD
SUITE 700
FALLS CHURCH, VA 22042

JULY 5, 2017

19630 Club House Road
Suite 720
Montgomery Village, MD 20886

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AIA® Document A107™ – 2007

Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope

AGREEMENT made as of the Fifth day of July in the year Two Thousand Seventeen
(In words, indicate day, month and year.)
BETWEEN the Owner:
(Name, legal status, address and other information)
Water's Edge Condominium
c/o Klingbeil, Powell & Alrutz, Inc.
6402 Arlington Boulevard, Suite 700
Falls Church, VA 22042

and the Contractor:
(Name, legal status, address and other information)
Commercial Restoration Group, Inc.
5718-C Columbia Park Road
Cheverly, MD 20785

for the following Project:
(Name, location and detailed description)
Wood Deck Rehabilitation
Water's Edge
Condominium
Lakeside View Drive
Falls Church, VA 22041

The Engineer (all references to the Architect shall mean the Engineer):
(Name, legal status, address and other information)
Structural Rehabilitation Group, LLC
19630 Club House Road, Suite 720
Montgomery Village, MD 20886

The Owner and Contractor agree as follows.

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

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

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ARTICLE 1 THE WORK OF THIS CONTRACT

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

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The date of commencement shall be within seven (7) days of permit issuance.

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

§ 2.3 The Contractor shall achieve Substantial Completion of the entire Work not later than one-hundred twelve (112) days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work	Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

Time is of the essence for Contractor's performance of the Work. The parties acknowledge that if the Contractor is not able to achieve Substantial Completion of the Work by the date set forth in this Agreement, as said date of Substantial Completion may be modified from time to time in strict accordance with the provisions of the Contract Documents, then the Owner will suffer damages as a result. The parties further acknowledge that it is difficult at this time to determine with precision those damages and that the parties desire to provide for liquidated damages in lieu of actual damages in the event that the Contractor is not able to achieve Substantial Completion by the date required. Contractor agrees to pay the Owner, as liquidated damages and not as a penalty, the sum of Three Hundred Fifty Dollars ($350.00) for each calendar day after the date for Substantial Completion until such time as the Contractor achieves Substantial Completion. Notwithstanding this provision, the Contractor must still undertake all possible efforts to meet the Substantial Completion date and cannot choose merely to accept liquidated damages even if such damages will be less than the cost of acceleration to meet the Substantial Completion date.

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ARTICLE 3 CONTRACT SUM

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

(Check the appropriate box.)

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

(Paragraphs Deleted)

(Based on the selection above, complete Section 3.2.)

§ 3.2 The Stipulated Sum shall be Two hundred eighty nine thousand five hundred ninety dollars and zero cents ($289,590.00), subject to additions and deductions as provided in the Contract Documents.

Breakout Test Repair Line Items A.1 – A.14 as presented in "Breakout of Test Repair Pricing from Bid Form for Wood Deck Rehabilitation, Water's Edge Condominium" dated June 2, 2017 $289,590.00

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

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

§ 3.2.2 Unit prices, if any:

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

Refer to Sections E and F of the "Wood Deck Rehabilitation" Bid Form dated April 13, 2017, revised Contractor submission "REV 2" dated June 30, 2017 (Rider B).

(Table Deleted)

§ 3.2.3 Allowances included in the stipulated sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

(Table Deleted)

(Paragraphs Deleted)

Refer to
Section A
of the "Breakout of
(Paragraph Deleted)

Test Repair Pricing from Bid Form for Wood Deck Rehabilitation, Water's Edge Condominium" dated June 2, 2017
and Section H of the "Wood Deck Rehabilitation" Bid Form dated April 13, 2017 (Rider B).
(Paragraphs Deleted)

(Table Deleted)

(Paragraphs Deleted)

(Table Deleted)

(Paragraph Deleted)

ARTICLE 4 PAYMENTS

§ 4.1 PROGRESS PAYMENTS

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

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

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)
§ 4.1.4 Retainage, if any, shall be withheld as follows:
Ten percent (10%) of completed (in-place) work until Final Completion.
§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

The agreed rate is one (1) percent per month.

§ 4.2 FINAL PAYMENT

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

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a guaranteed maximum price; and

.3 a final Certificate for Payment has been issued by the Architect.

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:
The Owner's final payment to the Contractor is also conditioned upon satisfaction of the following conditions precedent:

1. Final acceptance of the entire Work by Engineer and Owner;
2. Submission of an affidavit that payrolls, bills for materials and equipment, and all other indebtedness connected with the Work have been paid or otherwise satisfied;
3. Consent of surety, if any, to final payment;
4. Other data required by the Owner establishing payment or satisfaction of all obligations, including releases and waivers of liens, claims, security interests, or encumbrances arising out of the Work; and
5. Completion of all of the Work necessary for all final and unconditional governmental or other approvals required for use or occupancy of the Project (but not to include the Owner's separate responsibilities).

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 BINDING DISPUTE RESOLUTION

For any claim subject to, but not resolved by, mediation pursuant to Section 21.3, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.)

[ ] Arbitration pursuant to Section 21.4 of this Agreement
[X] Litigation in a court of competent jurisdiction
[ ] Other (Specify)

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.
§ 6.1.1 The Agreement is this executed AIA Document A107–2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.
§ 6.1.2 The Supplementary and other Conditions of the Contract:

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Document	Title	Date	Pages
Rider D – Section 00800	Supplementary Conditions	April 13, 2017	4

§ 6.1.3 The Specifications:

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

Are listed in the Project Manual dated April 13, 2017.

Section	Title	Date	Sections
Rider E	Specifications	January 20, 2017	39

§ 6.1.4 The Drawings:

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

Are listed in the Project Manual dated April 13, 2017.

Number	Title	Date
R0.0	General Notes	April 13, 2017
R0.1	Schematic Site Plan	April 13, 2017
R1.0	Deck Type 1 Structural Plans and Details	April 13, 2017
R2.0	Deck Type 2 Plans	April 13, 2017
R2.1	Deck Type 2 Details	April 13, 2017
R3.0	Deck Type 3 Plans and Details	April 13, 2017
R3.1	Deck Type 3 Details	April 13, 2017
R4.0	Deck Type 4 Plans and Details	April 13, 2017
R5.0	Deck Type 5 and 6 Plans	April 13, 2017
R5.1	Deck Type 5 and 6 Details	April 13, 2017
R5.2	Deck Type 5 and 6 Details	April 13, 2017
R6.0	Weather Resistive Barrier and Door Flashing Details	April 13, 2017
R7.0	Chimney Repair Details	April 13, 2017

§ 6.1.5 The Addenda, if any:

Number	Date	Pages
No. 1	April 24, 2017	2

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

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

.1 Exhibit A, Determination of the Cost of the Work, if applicable.

.2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

.3 Other documents:

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

Rider B – Contractor's Revised Bid Form "REV 2" dated June 30, 2017
Contractor's Supplemental Bid Form dated June 12, 2017
Rider C – Pre-bid Meeting Summary dated April 19, 2017
Rider E – Project Manual dated April 13, 2017

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 THE CONTRACT DOCUMENTS

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

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

§ 7.2 THE CONTRACT

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

§ 7.3 THE WORK

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

§ 7.4 INSTRUMENTS OF SERVICE

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

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

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

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

§ 7.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

ARTICLE 8 OWNER

§ 8.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

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

§ 8.1.2 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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

§ 8.2 OWNER'S RIGHT TO STOP THE WORK

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

§ 8.3 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner, without prejudice to any other remedy the Owner may have, may correct such deficiencies and may deduct the reasonable cost thereof, including Owner's expenses and compensation for the Architect's services made necessary thereby, from the payment then or thereafter due the Contractor.

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ARTICLE 9 CONTRACTOR

§ 9.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.1, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

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

Notwithstanding the foregoing, the Contractor is responsible to ensure that the Work is performed in accordance with applicable laws, statutes, ordinances, codes, rules and regulations.

§ 9.2 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

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

§ 9.3 LABOR AND MATERIALS

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

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

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

§ 9.4 WARRANTY

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

§ 9.5 TAXES

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

§ 9.6 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

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

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§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. The Contractor shall promptly notify the Architect and Owner if the drawings and specifications are observed by the Contractor to be at variance there with. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 ALLOWANCES

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

§ 9.8 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

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

§ 9.9 SUBMITTALS

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

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

§ 9.10 USE OF SITE

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

§ 9.11 CUTTING AND PATCHING

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

§ 9.12 CLEANING UP

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

§ 9.13 ROYALTIES, PATENTS AND COPYRIGHTS

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

§ 9.14 ACCESS TO WORK

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

§ 9.15 INDEMNIFICATION

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the

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Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 ARCHITECT

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

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

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

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

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

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

§ 10.7 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

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

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

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of the Subcontractors or suppliers for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor

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was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

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

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under conditions of the contract identical or substantially similar to these, including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such claim as provided in Article 21.

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

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

ARTICLE 13 CHANGES IN THE WORK

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

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

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

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

ARTICLE 14 TIME

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

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

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

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.4.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor's control, or by other causes which the

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Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 APPLICATIONS FOR PAYMENT

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values, allocating the entire Contract Sum to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used in reviewing the Contractor's Applications for Payment.

§ 15.1.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor, less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

(Paragraph Deleted)

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

§ 15.2 CERTIFICATES FOR PAYMENT

§ 15.2.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.2.3.

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

§ 15.2.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.2.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.2.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a separate contractor;

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.6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

.7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

§ 15.3 PROGRESS PAYMENTS

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

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

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

§ 15.4 SUBSTANTIAL COMPLETION

§ 15.4.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete as defined by the Architect and all specified work has been completed (except for minor punch list items).

§ 15.4.2 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 Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.4.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion, establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

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

§ 15.5 FINAL COMPLETION AND FINAL PAYMENT

§ 15.5.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.5.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

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

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

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

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

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

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

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ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

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

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

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

The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3, except for damage or loss attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

§ 16.2 HAZARDOUS MATERIALS

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay and start-up.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

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

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 The Contractor shall purchase from, and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, insurance for protection from claims under workers' compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations and completed operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to the Contractor's obligations under Section 9.15. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. The Contractor shall cause the commercial liability coverage required by the Contract Documents to include: (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

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§ 17.2 OWNER'S LIABILITY INSURANCE

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

§ 17.3 PROPERTY INSURANCE

§ 17.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance on an "all-risk" or equivalent policy form, including builder's risk, in the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 15.5 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 17.3.1 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and sub-subcontractors in the Project.

§ 17.3.2 The Owner shall file a copy of each policy with the Contractor before an exposure to loss may occur. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 17.3.3 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, and (2) the Architect, Architect's consultants, separate contractors described in Article 12, 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 covered by property insurance obtained pursuant to Section 17.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 17.3.4 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their sub-subcontractors in similar manner.

§ 17.4 PERFORMANCE BOND AND PAYMENT BOND

§ 17.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

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

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.2.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.4.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

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

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

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

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located, except, that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.4.

§ 19.3 TESTS AND INSPECTIONS

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating the costs to the Contractor.

§ 19.4 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 19.4.

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 TERMINATION BY THE CONTRACTOR

If the Architect fails to certify payment as provided in Section 15.2.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit on costs incurred by reason of such termination, and damages.

§ 20.2 TERMINATION BY THE OWNER FOR CAUSE

§ 20.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

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

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

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User Notes:

the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 20.3 TERMINATION BY THE OWNER FOR CONVENIENCE

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and direct costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed as Contractor's sole and exclusive remedy. In the event Owner terminates Contractor for cause under the terms of this Contract and it is later determined that such termination for cause was not justified, such termination for cause shall automatically be converted to a termination fee convenience under this Section 20.3 as Contractor's sole and exclusive remedy.

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those relating to aesthetic effect and except those waived as provided for in Section 21.8 and Sections 15.5.3 and 15.5.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

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

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

§ 21.4 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 21.5 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 21.6 Any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

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

§ 21.8 CLAIMS FOR CONSEQUENTIAL DAMAGES

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

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

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

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This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.8 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 22 OTHER CONDITIONS OR PROVISIONS

In all places of the Agreement and General Conditions where the word "Architect" is used, substitute the word "Engineer" with the understanding that this mean Structural Rehabilitation Group, LLC (SRG) of Montgomery Village,
Maryland.

1. In all places of the Agreement and General Conditions where the word "Architect" is used, substitute the word "Engineer" with the understanding that this means Structural Rehabilitation Group, LLC (SRG) of Montgomery Village, Maryland.
2. The Contractor shall take all necessary precautions to secure his equipment, scaffolds, etc., so as to prevent any unauthorized access to the construction storage or repair areas. Contractor to install a security fence around material and equipment and shall keep area locked to deter vandalism.
3. The Contractor is responsible for returning all surface features (excluding plantings) to their original condition (i.e., that which existed before work began) including walkways, signs, roadways, fences, etc.
4. The Contractor shall exercise extraordinary care to:
    1. Prevent damage to areas adjacent to work areas:
    2. Prevent damage to existing subsurface conduit or cables, equipment, etc.;
    3. Keep the grounds and premises clean and tidy; and
    4. Minimize inconvenience for the public and tenants.
5. It is the responsibility of the Contractor to comply with applicable asbestos abatement requirements and regulations of the appropriate jurisdiction(s) governed by this project.
6. In the case of conflicts between provisions in various documents, the following order of precedence shall apply:
    1. Specifications;
    2. Drawings/sketches;
    3. AIA Contract provisions.

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
PATRICIA HOUSTON	GARY BOPP - PROJECT MANAGER
(Printed name and title) PRESIDENT	*(Printed name and title)*

Init.

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User Notes:

RIDER A

(Addendum No. 1)

WATER'S EDGE CONDOMINIUM
WOOD DECK REHABILITATION
Lakeside View Drive
Falls Church, VA 22041
SRG PROJECT #R14053.20

ADDENDUM NO. 1
April 24, 2017

To All Bidders:

This addendum supplements and amends the original Drawings and Project Manual dated April 13, 2017 and shall become part of the Construction Documents. Please acknowledge receipt of this Addendum in the space provided on the Revised Bid Form. Failure to do so may subject the bidder to disqualification. Each prime bidder is responsible for distribution of information conveyed by this addendum to its sub-bidders and suppliers.

This addendum consists of this sheet and the following sheet dated April 24, 2017.

CLARIFICATIONS

Question 1: Type 5 decks have downspouts of differing materials penetrating them. Are we removing and reinstalling the existing downspouts, or provide new? Exclude repairs to existing poor condition downspouts?

Answer: Replace downspouts and gutters in these areas with new and reroute so that they are outside of the decks.

Question 2: Many decks have party lights, speakers, plant hooks. Are residents responsible to remove and reinstall these personal property items?

Answer: Yes owners are responsible for these items.

Question 3: Many decks have low voltage cable and satellite wiring, not installed in a professional manner, nor per code. Do we remove and reinstall these per code? Is the resident responsible for this item?

Answer: Your bid should include removal; however, the owner will be responsible for proper reinstallation.

Question 4: Are the ladders to the water to be replaced or removed? Currently the ladder stringers are also the same members as the gateposts. Or is the lower portion left attached to the rim board?

Answer: For bidding purposes assume the ladders are to be removed and will not be reinstalled.

Question 5: Do the new railings at each deck on the first floor get a new gate like those currently existing?

Answer: For bidding purposes assume that the new railing system will be continuous and will not have a gate.

Question 6: How many or how often are project meetings with property management and condominium board anticipated?

Answer: Typically every two weeks, but depending on activity there may be an occasional change to once a week or a three week interval.

Question 7: Type 1 decks have side screen walls integrated with the deck construction in some locations. What is our scope of work at these locations?

Answer: Replace existing walls to match existing appearance utilizing similar post layout. Railing shop drawings/design to include these walls.

Question 8: There is some vegetation and small trees (some intentionally planted and some volunteer) in the immediate work area that will be damaged, or require relocation. How do we address this issue? Include a replacement allowance?

Answer: Minimize disruption and damage, but identify prior to starting work those plants that will need to be trimmed, removed, or where damage will be unavoidable and the Condominium will be responsible for those areas.

Question 9: Is furniture and balcony content moving required or will the residents be responsible for relocating their contents from the work area?

Answer: Resident responsibility.

END OF ADDENDUM NO. 1

Copies to: Ms. Kelly Lang (KPA)
Mr. Brock Bariteau (Avon Corporation)
Mr. Gary Bopp (Commercial Restoration Group, Inc.)
Mr. Mark Jones (Lime Rock Contractors)

R:\R14 Projects\R14053 Waters Edge Condominium Wood Deck Survey and Unit 3321 Leak Investigation\R14053.20 Bidding\Addendum 1 (17-0424).doc

RIDER B

(Contractor's Supplemental Test Repair Bid Form - June 12, 2017
and
Contractor's Revised Submission
"REV 2" – June 30, 2017)

6/12/17
DATE

Commercial Restoration Group
CONTRACTOR'S NAME

BREAKOUT OF TEST REPAIR PRICING
FROM BID FORM FOR
WOOD DECK REHABILITATION
WATER'S EDGE CONDOMINIUM
Lakeside View Drive
Falls Church, VA 22041
SRG PROJECT #R14053.21

Please provide the following prices (as a breakout of the Group I pricing to be provided for your best and final pricing for the bid form for the entire project) to perform work in accordance with the Contract Documents as well as all industry standards. The work referenced in this breakout of bid form pricing is for work at two buildings (8 decks at 4 units) and generally includes underpinning of certain deck foundations, structural framing repairs / replacement at decks and building walls at the deck perimeter, selective sheathing replacement, installation of flashing at decks and sliding glass doors, weather resistive barrier installation, removal of windows and doors as needed to affect framing and flashing repairs/installation, removal and replacement of wood trim with synthetic (PVC) trim, replacement of vinyl siding, and various deck repairs to provide code compliant anchorage and to affect flashing installation work.

All work shall be implemented while maintaining the existing facility in an operational condition and maintaining accessibility and occupancy to the facility and units.

All field conditions encountered in the Work Zone shall be considered and included in your proposal. Certain repair work items will be performed from prorated allowance quantities and/or on a unit price basis and from various alternates as selected by the Owner. Please include all overhead costs in Line Item A.1 (as applicable) so that price adjustments can be made to other Line Items based on unit prices, allowance quantities and/or direct substitutions. Unit prices will be used to adjust (increase or decrease) the allowance quantities. Other items in the base scope will be bid lump sum based on work shown on the Drawings and quantities to be field verified (F.V.) by Contractor prior to performing the work. The work scope descriptions provided in this Bid Form are intended to be summary in nature. Please refer to the Drawings for more complete descriptions and extent of work.

GROUP I Test Repair/Mock-up Work Structure 6, Deck Types 2, 3, & 4 Structure 10, Deck Type 5			
A.	**Lump Sum Prices** (based on all existing conditions or allowance quantities where applicable).	**Quantity**	**Amount**
1.	Lump sum price for mobilization, demobilization, project management, Contractor's quality control/quality assurance and overhead costs. This price includes survey of all property work areas. Contractor to mark all work areas, document quantities and locations of all proposed work, and provide results from survey to Owner and Engineer for approval. Price includes all insurance, permits, taxes, all project management costs including client coordination and meetings, preparation of cost summary, Engineer's site visits, debris removal and clean up.	Lump Sum	**$37,600.00**

GROUP I Test Repair/Mock-up Work Structure 6, Deck Types 2, 3, & 4 Structure 10, Deck Type 5			
A.	**Lump Sum Prices** (based on all existing conditions or allowance quantities where applicable).	**Quantity**	**Amount**
2.	Excavate soil within Zone to Work install new deck foundations. Cost to include price for providing necessary excavation, dewatering measures (including within the lake), shoring/bracing (as required) as designed by a professional engineer registered in the Commonwealth of Virginia, and the implementation of all required sediment and erosion control provisions, as well as the protection and maintenance of all existing utility services and access to the site within the work zone.	Lump Sum	**$7,800.00**
3.	Necessary work required to install test pier, reaction piers and all other work required to perform helical pier load tests in accordance with ASTM D 1143 "Quick Test". Initial test pier will be installed with the equipment to be used for installing the exterior piers.	1 Location	**$4,000.00**
4.	**Deck Type #2** (2 Decks)		
	a. Remove and dispose of existing wood deck components and concrete piers as denoted on the drawings.	Lump Sum	**$8,925.00**
	b. Furnish and install helical piers (SS5) with pile caps. Install helical piers to the required capacity via torque and to a depth of at least 20 feet below bottom of new concrete piers.	6 Helical Piers	**$9,000.00**
	c. Furnish and install concrete piers above helical piers. Cost to include sub-grade preparation, steel reinforcement, column base for wood posts, and formwork.	6 Concrete Piers	**$6,000.00**
	d. Furnish and install new wood deck members and adjacent wall framing (where applicable) as well as aluminum decking as shown on the drawings. Cost to all required/specified hardware and connectors/fasteners required for the work.	Lump Sum	**$45,900.00**
	e. Furnish and install synthetic railing system and new railing post framing and connections as noted on drawings. Cost to include preparation of shop drawings and calculations for new synthetic railing components prepared by registered engineer in the Commonwealth of Virginia.	Lump Sum	**$8,750.00**
5.	**Deck Type #3** (2 Decks)		
	a. Furnish and install temporary protection within the subject units below each deck where is required to perform deck replacement work. Cost to include the removal and reinstallation of all M/E/P fixtures/lines/etc. within the interior of each unit to perform the deck replacement	Lump Sum	**$5,000.00**

GROUP I Test Repair/Mock-up Work Structure 6, Deck Types 2, 3, & 4 Structure 10, Deck Type 5			
A.	**Lump Sum Prices** (based on all existing conditions or allowance quantities where applicable).	**Quantity**	**Amount**
	b. Remove and dispose of existing wood deck components as denoted on the drawings.	Lump Sum	**$5,075.00**
	c. Furnish and install new wood deck members and adjacent wall framing (where applicable) as well as aluminum decking as shown on the drawings. Cost to all required/specified hardware and connectors/fasteners required for the work.	Lump Sum	**$26,100.00**
	d. Furnish and install synthetic railing system and new railing post framing and connections as noted on drawings. Cost to include preparation of shop drawings and calculations for new synthetic railing components prepared by registered engineer in the Commonwealth of Virginia.	Lump Sum	**$5,000.00**
6.	**Deck Type #4** (2 Decks)		
	a. Furnish and install temporary protection within the subject units below each deck where is required to perform deck replacement work. Cost to include the removal and reinstallation of all M/E/P fixtures/lines/etc. within the interior of each unit to perform the deck replacement	Lump Sum	**$5,000.00**
	b. Remove and dispose of existing wood deck components as denoted on the drawings.	Lump Sum	**$3,675.00**
	c. Furnish and install new wood deck members and adjacent wall framing (where applicable) as well as aluminum decking as shown on the drawings. Cost to all required/specified hardware and connectors/fasteners required for the work.	Lump Sum	**$18,900.00**
	d. Furnish and install synthetic railing system and new railing post framing and connections as noted on drawings. Cost to include preparation of shop drawings and calculations for new synthetic railing components prepared by registered engineer in the Commonwealth of Virginia.	Lump Sum	**$4,000.00**
7.	**Deck Type #5** (2 Decks)		
	a. Furnish and install temporary protection within the subject units below each deck where is required to perform deck replacement work. Cost to include the removal and reinstallation of all M/E/P fixtures/lines/etc. within the interior of each unit to perform the deck replacement	Lump Sum	**$5,000.00**
	b. Remove and dispose of existing wood deck components as noted on the drawings.	Lump Sum	**$5,775.00**

GROUP I Test Repair/Mock-up Work Structure 6, Deck Types 2, 3, & 4 Structure 10, Deck Type 5			
A.	**Lump Sum Prices** (based on all existing conditions or allowance quantities where applicable).	**Quantity**	**Amount**
	c. Furnish and install new wood deck members and adjacent wall framing (where applicable) as well as aluminum decking as shown on the drawings. Cost to all required/specified hardware and connectors/fasteners required for the work.	Lump Sum	**$29,700.00**
	d. Furnish and install synthetic railing system and new railing post framing and connections as noted on drawings. Cost to include preparation of shop drawings and calculations for new synthetic railing components prepared by registered engineer in the Commonwealth of Virginia.	Lump Sum	**$5,000.00**
8.	Remove existing siding and weather resistive barrier (if applicable) within work zone. Replace weather resistive barrier (WRB). Replace siding with vinyl siding to match existing. Color, size and finish to be selected by Owner.	Lump Sum	**$10,400.00**
9.	Remove existing sliding glass door. Remove existing flashings (if applicable). Furnish and install WRB and flashings as indicated on drawings. Install stainless steel pan flashing. Reinstall sliding glass door.	Lump Sum	**$19,200.00**
10.	Install base flashings at elevated decks as indicated on drawings.	Lump Sum	**$1,000.00**
11.	Remove existing wood trim within work zone. Replace with new PVC trim. Paint new PVC trim to match existing color.	Lump Sum	**$12,000.00**
12.	Remove and replace damaged sheathing within work zone.	70 SF	**$350.00**
13.	Remove and replace damaged wall framing as directed by Engineer. Cost does not include shoring if needed.	70 LF	**$315.00**
14.	Remove and replace damaged interior subfloor as directed by Engineer.	10 SF	**$125.00**
	GROUP I Base Bid Sub-Total (Sum of Items A.1 through A.14)		**$289,590.00**

6/12/17
DATE

Commercial Restoration Group
CONTRACTOR'S NAME

H.	Total calendar days for completion of lump sum work	Total Calendar Days	Proposed Start Date	Proposed End Date
1.	Group I Test Repair (Section A Line Items)	112	8/1/17	11/14/17

Commercial Restoration Group
FIRM

270512111 Class A
CONTRACTOR'S VA LICENSE NUMBER & CLASS

12/31/17
Expiration Date

SIGNATURE

Gary Bopp-Project Manager
PRINTED NAME-TITLE

6/12/17
DATE

REV 2
6/30/17
DATE

Commercial Restoration Group
CONTRACTOR'S NAME

BID FORM FOR
WOOD DECK REHABILITATION
WATER'S EDGE CONDOMINIUM
Lakeside View Drive
Falls Church, VA 22041
SRG PROJECT #R14053.11

Please provide the following lump sum and unit prices to perform all base contract work and any additional work in accordance with the Contract Documents as well as all industry standards. The work that you are being asked to bid generally includes underpinning of certain deck foundations, structural framing repairs / replacement at decks and building walls at the deck perimeter, selective sheathing replacement, installation of flashing at decks and sliding glass doors, weather resistive barrier installation, removal of windows and doors as needed to affect framing and flashing repairs/installation, removal and replacement of wood trim with synthetic (PVC) trim, replacement of vinyl siding, and various deck repairs to provide code compliant anchorage and to affect flashing installation work.

All work shall be implemented while maintaining the existing facility in an operational condition and maintaining accessibility and occupancy to the facility and units.

All field conditions encountered in the Work Zone shall be considered and included in your proposal. Certain repair work items will be performed from prorated allowance quantities and/or on a unit price basis and from various alternates as selected by the Owner. Please include all overhead costs in Line Item A.1 (as applicable) so that price adjustments can be made to other Line Items based on unit prices, allowance quantities and/or direct substitutions. Unit prices will be used to adjust (increase or decrease) the allowance quantities. Other items in the base scope will be bid lump sum based on work shown on the Drawings and quantities to be field verified (F.V.) by Contractor prior to performing the work. The work scope descriptions provided in this Bid Form are intended to be summary in nature. Please refer to the Drawings for more complete descriptions and extent of work.

GROUP I **Structures 1 through 9, Deck Types 2, 3, & 4** **Structures 10 and 17, Deck Type 5**			
A.	**Lump Sum Prices** (based on all existing conditions or allowance quantities where applicable).	**Quantity**	**Amount**
1.	Lump sum price for mobilization, demobilization, project management, Contractor's quality control/quality assurance and overhead costs. This price includes survey of all property work areas. Contractor to mark all work areas, document quantities and locations of all proposed work, and provide results from survey to Owner and Engineer for approval. Price includes all insurance, permits, taxes, all project management costs including client coordination and meetings, preparation of cost summary, Engineer's site visits, debris removal and clean up.	Lump Sum	**$181,393.00**

REV 2
6/30/17

DATE

Commercial Restoration Group
CONTRACTOR'S NAME

GROUP I Structures 1 through 9, Deck Types 2, 3, & 4 Structures 10 and 17, Deck Type 5			
A.	**Lump Sum Prices** (based on all existing conditions or allowance quantities where applicable).	Quantity	Amount
2.	Excavate soil within Zone to Work install new deck foundations. Cost to include price for providing necessary excavation, dewatering measures (including within the lake), shoring/bracing (as required) as designed by a professional engineer registered in the Commonwealth of Virginia, and the implementation of all required sediment and erosion control provisions, as well as the protection and maintenance of all existing utility services and access to the site within the work zone.	Lump Sum	**$27,300.00**
3.	Necessary work required to install test pier, reaction piers and all other work required to perform helical pier load tests in accordance with ASTM D 1143 "Quick Test". Initial test pier will be installed with the equipment to be used for installing the exterior piers.	1 Location	**N/A**
4.	**Deck Type #2 (16 Decks)**		
	a. Remove and dispose of existing wood deck components and concrete piers as denoted on the drawings.	Lump Sum	**$71,400.00**
	b. Furnish and install helical piers (SS5) with pile caps. Install helical piers to the required capacity via torque and to a depth of at least 20 feet below bottom of new concrete piers.	54 Helical Piers	**$72,000.00**
	c. Furnish and install concrete piers above helical piers. Cost to include sub-grade preparation, steel reinforcement, column base for wood posts, and formwork.	54 Concrete Piers	**$48,000.00**
	d. Furnish and install new wood deck members and adjacent wall framing (where applicable) as well as aluminum decking as shown on the drawings. Cost to all required/specified hardware and connectors/fasteners required for the work.	Lump Sum	**$367,200.00**
	e. Furnish and install synthetic railing system and new railing post framing and connections as noted on drawings. Cost to include preparation of shop drawings and calculations for new synthetic railing components prepared by registered engineer in the Commonwealth of Virginia.	Lump Sum	**$70,000.00**
5.	**Deck Type #3 (16 Decks)**		
	a. Furnish and install temporary protection within the subject units below each deck where is required to perform deck replacement work. Cost to include the removal and reinstallation of all M/E/P fixtures/lines/etc. within the interior of each unit to perform the deck replacement	Lump Sum	**$40,000.00**

REV 2
6/30/17
DATE

Commercial Restoration Group
CONTRACTOR'S NAME

GROUP I Structures 1 through 9, Deck Types 2, 3, & 4 Structures 10 and 17, Deck Type 5			
A.	**Lump Sum Prices** (based on all existing conditions or allowance quantities where applicable).	**Quantity**	**Amount**
	b. Remove and dispose of existing wood deck components as denoted on the drawings.	Lump Sum	**$40,600.00**
	c. Furnish and install new wood deck members and adjacent wall framing (where applicable) as well as aluminum decking as shown on the drawings. Cost to all required/specified hardware and connectors/fasteners required for the work.	Lump Sum	**$208,800.00**
	d. Furnish and install synthetic railing system and new railing post framing and connections as noted on drawings. Cost to include preparation of shop drawings and calculations for new synthetic railing components prepared by registered engineer in the Commonwealth of Virginia.	Lump Sum	**$45,000.00**
6.	**Deck Type #4 (16 Decks)**		
	a. Furnish and install temporary protection within the subject units below each deck where is required to perform deck replacement work. Cost to include the removal and reinstallation of all M/E/P fixtures/lines/etc. within the interior of each unit to perform the deck replacement	Lump Sum	**$40,000.00**
	b. Remove and dispose of existing wood deck components as denoted on the drawings.	Lump Sum	**$29,400.00**
	c. Furnish and install new wood deck members and adjacent wall framing (where applicable) as well as aluminum decking as shown on the drawings. Cost to all required/specified hardware and connectors/fasteners required for the work.	Lump Sum	**$151,200.00**
	d. Furnish and install synthetic railing system and new railing post framing and connections as noted on drawings. Cost to include preparation of shop drawings and calculations for new synthetic railing components prepared by registered engineer in the Commonwealth of Virginia.	Lump Sum	**$32,000.00**
7.	**Deck Type #5 (2 Decks)**		
	a. Furnish and install temporary protection within the subject units below each deck where is required to perform deck replacement work. Cost to include the removal and reinstallation of all M/E/P fixtures/lines/etc. within the interior of each unit to perform the deck replacement	Lump Sum	**$5,000.00**
	b. Remove and dispose of existing wood deck components as noted on the drawings.	Lump Sum	**$5,775.00**

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GROUP I Structures 1 through 9, Deck Types 2, 3, & 4 Structures 10 and 17, Deck Type 5			
A.	**Lump Sum Prices** (based on all existing conditions or allowance quantities where applicable).	**Quantity**	**Amount**
	c. Furnish and install new wood deck members and adjacent wall framing (where applicable) as well as aluminum decking as shown on the drawings. Cost to all required/specified hardware and connectors/fasteners required for the work.	Lump Sum	**$29,700.00**
	d. Furnish and install synthetic railing system and new railing post framing and connections as noted on drawings. Cost to include preparation of shop drawings and calculations for new synthetic railing components prepared by registered engineer in the Commonwealth of Virginia.	Lump Sum	**$5,000.00**
8.	Remove existing siding and weather resistive barrier (if applicable) within work zone. Replace weather resistive barrier (WRB). Replace siding with vinyl siding to match existing. Color, size and finish to be selected by Owner.	Lump Sum	**$65,000.00**
9.	Remove existing sliding glass door. Remove existing flashings (if applicable). Furnish and install WRB and flashings as indicated on drawings. Install stainless steel pan flashing. Reinstall sliding glass door.	Lump Sum	**$108,000.00**
10.	Install base flashings at elevated decks as indicated on drawings.	Lump Sum	**$4,000.00**
11.	Remove existing wood trim within work zone. Replace with new PVC trim. Paint new PVC trim to match existing color.	Lump Sum	**$87,000.00**
12.	Remove and replace damaged sheathing within work zone.	**430** SF	**$2,150.00**
13.	Remove and replace damaged wall framing as directed by Engineer. Cost does not include shoring if needed.	**430** LF	**$1,935.00**
14.	Remove and replace damaged interior subfloor as directed by Engineer.	**40** SF	**$500.00**
	GROUP I Base Bid Sub-Total (Sum of Items A.1 through A.14)		**$1,733,353.00**

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GROUP II Structures 1 through 9, Deck Type 1			
B.	**Lump Sum Prices** (based on all existing conditions or allowance quantities where applicable).	**Quantity**	**Amount**
1.	Lump sum price for mobilization, demobilization, project management, Contractor's quality control/quality assurance and overhead costs. This price includes survey of all property work areas. Contractor to mark all work areas, document quantities and locations of all proposed work, and provide results from survey to Owner and Engineer for approval. Price includes all insurance, permits, taxes, all project management costs including client coordination and meetings, preparation of cost summary, Engineer's site visits, debris removal and clean up.	Lump Sum	**$166,509.00**
2.	Excavate soil within Work Zone to install new deck foundations. Cost to include price for providing necessary excavation, dewatering measures (including within the lake), shoring/bracing (as required) as designed by a professional engineer registered in the Commonwealth of Virginia, and the implementation of all required sediment and erosion control provisions, as well as the protection and maintenance of all existing utility services and access to the site within the work zone.	Lump Sum	**$60,450.00**
3.	**Deck Type #1** (31 Decks)		
	a. Furnish and install shoring to support existing deck components that are to remain in place while work is being performed. Shoring to be designed by a licensed professional engineer registered in the Commonwealth of Virginia.	Lump Sum	**N/A See Note 1**
	b. Remove and dispose of existing wood deck components and concrete piers as denoted on the drawings.	Lump Sum	**$130,200.00**
	c. Furnish and install helical piers (SS5) with pile caps. Install helical piers to the required capacity via torque and to a depth of at least 20 feet below bottom of new concrete piers.	93 Helical Piers	**$139,500.00**
	d. Furnish and install concrete piers above helical piers. Cost to include sub-grade preparation, steel reinforcement, column base for wood posts, and formwork.	93 Concrete Piers	**$93,000.00**
	e. Furnish and install new wood deck members and adjacent wall framing (where applicable) as well as aluminum decking as shown on the drawings. Cost to all required/specified hardware and connectors/fasteners required for the work.	Lump Sum	**$669,600.00**

Note:
1. Assumed removal and replacement of all existing 2x10 joists in order to access installation of Helical Piers.

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GROUP II Structures 1 through 9, Deck Type 1			
B.	**Lump Sum Prices** (based on all existing conditions or allowance quantities where applicable).	**Quantity**	**Amount**
	f. Furnish and install synthetic railing system and new railing post framing and connections as noted on drawings. Cost to include preparation of shop drawings and calculations for new synthetic railing components prepared by registered engineer in the Commonwealth of Virginia.	Lump Sum	**$174,375.00**
4.	Remove existing wood trim within work zone. Replace with new PVC trim. Paint new PVC trim to match existing color.	Lump Sum	**$46,500.00**
	GROUP II Base Bid Sub-Total (Sum of Items B.1 through B.4)		

- Remove and Replace Existing Siding **$24,800.00**

- Remove and reinstall sliding Door **$37,200.00**

- Install New Partition Walls **$13,440.00**

TOTAL Group II **$1,555,574.00**

GROUP III Structures 11, 12, 13, 15, 16, and 18, Deck Type 5			
C.	**Lump Sum Prices** (based on all existing conditions or allowance quantities where applicable).	**Quantity**	**Amount**
1.	Lump sum price for mobilization, demobilization, project management, Contractor's quality control/quality assurance and overhead costs. This price includes survey of all property work areas. Contractor to mark all work areas, document quantities and locations of all proposed work, and provide results from survey to Owner and Engineer for approval. Price includes all insurance, permits, taxes, all project management costs including client coordination and meetings, preparation of cost summary, Engineer's site visits, debris removal and clean up.	Lump Sum	**$48,080.94**
2.	**Deck Type #5** (12 Decks)		
	e. Furnish and install temporary protection within the subject units below each deck where is required to perform deck replacement work. Cost to include the removal and reinstallation of all M/E/P fixtures/lines/etc. within the interior of each unit to perform the deck replacement	Lump Sum	**$30,000.00**
	f. Remove and dispose of existing wood deck components as noted on the drawings.	Lump Sum	**$34,650.00**
	g. Furnish and install new wood deck members and adjacent wall framing (where applicable) as well as aluminum decking as shown on the drawings. Cost to all required/specified hardware and connectors/fasteners required for the work.	Lump Sum	**$178,200.00**

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GROUP III Structures 11, 12, 13, 15, 16, and 18, Deck Type 5			
C.	**Lump Sum Prices** (based on all existing conditions or allowance quantities where applicable).	**Quantity**	**Amount**
	h. Furnish and install synthetic railing system and new railing post framing and connections as noted on drawings. Cost to include preparation of shop drawings and calculations for new synthetic railing components prepared by registered engineer in the Commonwealth of Virginia.	Lump Sum	**$30,000.00**
3.	Remove existing siding and weather resistive barrier (if applicable) within work zone. Replace weather resistive barrier (WRB). Replace siding with vinyl siding to match existing. Color, size and finish to be selected by Owner.	Lump Sum	**$16,800.00**
4.	Remove existing sliding glass door. Remove existing flashings (if applicable). Furnish and install WRB and flashings as indicated on drawings. Install stainless steel pan flashing. Reinstall sliding glass door.	Lump Sum	**$57,600.00**
5.	Install base flashings at elevated decks as indicated on drawings.	Lump Sum	**$1,500.00**
6.	Remove existing wood trim within work zone. Replace with new PVC trim. Paint new PVC trim to match existing color.	Lump Sum	**$18,000.00**
7.	Remove and replace damaged sheathing within work zone.	300 SF	**$2,500.00**
8.	Remove and replace damaged wall framing as directed by Engineer. Cost does not include shoring if needed.	300 LF	**$2,250.00**
9.	Remove and replace damaged interior subfloor as directed by Engineer.	50 SF	**$625.00**
	Group III Base Bid Sub-Total (Sum of Items C.1 through C.9)		**$420,205.94**

GROUP IV Structures 14, 19 and 20, Deck Type 5 & 6			
D.	**Lump Sum Prices** (based on all existing conditions or allowance quantities where applicable).	**Quantity**	**Amount**
1.	Lump sum price for mobilization, demobilization, project management, Contractor's quality control/quality assurance and overhead costs. This price includes survey of all property work areas. Contractor to mark all work areas, document quantities and locations of all proposed work, and provide results from survey to Owner and Engineer for approval. Price includes all insurance, permits, taxes, all project management costs including client coordination and meetings, preparation of cost summary, Engineer's site visits, debris removal and clean up.	Lump Sum	$35,027.00

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GROUP IV Structures 14, 19 and 20, Deck Type 5 & 6			
D.	**Lump Sum Prices** (based on all existing conditions or allowance quantities where applicable).	**Quantity**	**Amount**
2.	**Deck Type #5** (5 Decks)		
	a. Furnish and install temporary protection within the subject units below each deck where is required to perform deck replacement work. Cost to include the removal and reinstallation of all M/E/P fixtures/lines/etc. within the interior of each unit to perform the deck replacement	Lump Sum	**$12,500.00**
	b. Remove and dispose of existing wood deck components as noted on the drawings.	Lump Sum	**$14,437.50**
	c. Furnish and install new wood deck members and adjacent wall framing (where applicable) as well as aluminum decking as shown on the drawings. Cost to all required/specified hardware and connectors/fasteners required for the work.	Lump Sum	**$74,250.00**
	d. Furnish and install synthetic railing system and new railing post framing and connections as noted on drawings. Cost to include preparation of shop drawings and calculations for new synthetic railing components prepared by registered engineer in the Commonwealth of Virginia.	Lump Sum	**$12,500.00**
3.	**Deck Type #6** (5 Decks)		
	a. Furnish and install temporary protection within the subject units below each deck where is required to perform deck replacement work. Cost to include the removal and reinstallation of all M/E/P fixtures/lines/etc. within the interior of each unit to perform the deck replacement	Lump Sum	**$12,500.00**
	b. Remove and dispose of existing wood deck components as noted on the drawings.	Lump Sum	**$10,937.50**
	c. Furnish and install new wood deck members and adjacent wall framing (where applicable) as well as aluminum decking as shown on the drawings. Cost to all required/specified hardware and connectors/fasteners required for the work.	Lump Sum	**$56,250.00**
	d. Furnish and install synthetic railing system and new railing post framing and connections as noted on drawings. Cost to include preparation of shop drawings and calculations for new synthetic railing components prepared by registered engineer in the Commonwealth of Virginia.	Lump Sum	**$10,000.00**

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GROUP IV Structures 14, 19 and 20, Deck Type 5 & 6			
D.	**Lump Sum Prices** (based on all existing conditions or allowance quantities where applicable).	**Quantity**	**Amount**
4.	Remove existing siding and weather resistive barrier (if applicable) within work zone. Replace weather resistive barrier (WRB). Replace siding with vinyl siding to match existing. Color, size and finish to be selected by Owner.	Lump Sum	**$28,000.00**
5.	Remove existing sliding glass door. Remove existing flashings (if applicable). Furnish and install WRB and flashings as indicated on drawings. Install stainless steel pan flashing. Reinstall sliding glass door.	Lump Sum	**$30,000.00**
6.	Install base flashings at elevated decks as indicated on drawings.	Lump Sum	**$1,250.00**
7.	Remove existing wood trim within work zone. Replace with new PVC trim. Paint new PVC trim to match existing color.	Lump Sum	**$15,000.00**
8.	Remove and replace damaged sheathing within work zone.	100 SF	**$500.00**
9.	Remove and replace damaged wall framing as directed by Engineer. Cost does not include shoring if needed.	100 LF	**$500.00**
10.	Remove and replace damaged interior subfloor as directed by Engineer.	20 SF	**$250.00**
	GROUP IV Base Bid Sub-Total (Sum of Items D.1 through D.10)		**$313,852.00**

	Base Bid Total	
	Sum of GROUP I, II, III, & IV (Bid Form Sections A – D)	**$4,022,985.00**

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E.	Unit Prices		
1.	Install additional helical piers, up to 20 feet in length.	**$1,500.00**	/EA
2.	Install helical piers to 20 feet minimum below bottom of footing (distance measured from bottom of footing to top of lowest helix), per 1 foot of additional length.	**$100.00**	/L.F.
3.	Add granular bentonite during helical pier installation, at the direction of the Engineer (price per 80 pound bag installed).	**$150.0**	/EA.
4.	Furnish and install concrete piers above helical piers. Cost to include sub-grade preparation, steel reinforcement, column base for wood posts, and formwork.	**$750.00**	/EA.
5.	Remove and replace damaged sheathing.	**$5.00**	/S.F.
6.	Remove existing wood trim within work zone. Replace with new PVC trim. Paint new PVC trim to match existing color (as required).	**$25.00**	/L.F.
7.	Remove and replace damaged wall framing as instructed by engineer. Cost does not include shoring if needed.	**$4.50**	/L.F.
8.	Remove and replace weather resistive barrier (WRB).	**$.30**	/S.F.
9.	Remove and replace existing siding with vinyl siding to match existing. Color, size and finish to be selected by Owner.	**$3.75**	/S.F.
10.	Remove, salvage and reinstall existing box window scallop siding.	**$5.00**	/S.F.
11.	Remove and replace existing box window scallop siding with new vinyl scallop siding.	**$7.00**	/S.F.
12.	Install new sealant joint (including removal of existing joint if applicable)	**$5.00**	/L.F.
13.	Install window flashing (price includes removal/reinstallation of window as well as window trim replacement and sealant work (as required).	**$850.00**	/EA
14.	Install sliding glass door flashing (price includes removal/ reinstallation of door as well as door trim replacement and sealant work (as required)	**$1,200.00**	/EA
15.	Window and door replacement including removal and disposal of existing:		
	a. Deck or box window	**$1,250.00**	/EA
	b. Deck sliding glass door	**$1,875.00**	/EA
	c. Closet door	**$1,175.00**	/EA
16.	Install wall flashing at decking-to-wall sheathing transition (above and below deck)	**$8.00**	/L.F.
17.	Chimney cap framing repairs (Details 2 and 3 / R7.0).	**$2875.00**	/EA
18.	Chimney base flashing and waterproofing (Details 1, 4, and 5 / R7.0)	**$2,550.00**	/EA

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E.	Unit Prices	
19.	Install aluminum decking	**$22.00** /L.F.

F.	Miscellaneous Items	
1.	Hourly labor rates to be applied to any time and material (T & M) work or additional repairs.	**$70.00** /Hr.
2.	Materials mark-up percentage to be applied to any time and material (T&M) work or additional work.	**10%** %
3.	Cost to provide Full (100%) Payment and Performance Bonds (percentage of total contract amount).	**2%**
4.	Cost to provide all necessary permits	
	a. Group I (cost included in Line Item A.1).	**$50,250.00**
	b. Group II (cost included in Line Item B.1).	**$38,750.00**
	c. Group III (cost included in Line Item C.1).	**$10,400.00**
	d. Group IV (cost included in Line Item D.1).	**$7,750.00**

G.	Alternates	
1.	Additional cost to line item A.3 to replace sliding glass door with new door to meet performance requirements specified.	**$600.00** EA.

H.	Owner Allowance	
1.	Testing and inspection allowance for material testing where required by Engineer.	$2,500.00/Group
2.	Utility allowance for unforeseen work related to existing utility components encountered during Contractor's work.	$4,000.00/Group

Notes:

1. Prices include all costs associated with the entire scope of work presented in the specifications or the estimated (allowance) quantities (where applicable) for repairs noted on the bid form, plans and specifications. The work scope descriptions provided on this bid form are intended to be summary in nature. Please refer to the project specifications for a more complete description.
2. All prices shall include the costs of labor, material, taxes, insurance, surface preparation, administration, shoring, protection, dust control, mobilization, applicable mark-up, etc., including any additional work requested before or during the course of the project.
3. Unit prices will be used to adjust contract price increases based upon actual quantities of work performed. Allowance quantities and cost will be prorated for deductive quantities (less than allowances used). Contractor to submit running inventory of all repair quantities completed to date with invoice.

I. **Warranties: Refer to Section 01409 for specific warranty requirements.**

J. **Substitutions:** Any substitution of materials must be submitted with the bid and approved in writing by the Engineer before ratification of the Contract. If this proposal is based on

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substitution of materials required by the Specification, please reference the proposed alternates and specification sections below:

Contractor shall attach manufacturers' technical data for all proposed substitute materials with your bid for review by SRG. Note: The most stringent handling, detailing and/or installation requirements established by the specified manufacturer(s) or alternate (proposed) manufacturer, must be included in your price.

H.	Total calendar days for completion of lump sum work	Total Calendar Days	Proposed Start Date	Proposed End Date
1.	Group I (Section A Line Items)	**210**		
2.	Group II (Section B Line Items)	**150**		
3.	Group III (Section C Line Items)	**60**		
4.	Group IV (Section D Line Items)	**45**		

K. List of subcontractors(s) proposed for use on this work subject to Owner's approval.

Subcontractor **LEVELIFT FOUNDATIONS LLC.** Scope of Work **Helical Piles**

Signature _____

Subcontractor **Precision Patio Enclosures** Scope of Work **Deck Installation**

Signature _____

L. Acknowledge Receipt of Addendum

01 Date **4/24/17** Signature _____

_____ Date _____ Signature _____

I hereby certify that I have thoroughly inspected the project and reviewed the project requirements (including specifications and drawings). I warrant that other than those previously provided, in writing to the Engineer, I/we found no errors, inconsistencies, or omissions in the project requirements. The prices provided above are for performing the work in full compliance with the specifications, drawings and other contract documents. All prices include overhead, profit and all other costs (of whatever nature and character) to complete the work.

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Provide lump sum and unit prices for all required repairs. Lump sum and unit prices mean a fixed price, including all of the Contractor's and Subcontractor's overhead, profit and all other costs of whatever nature and character, for an Authorized Repair. All sections of the General Conditions, bid form requirements and respective specification sections shall apply.

The Owner reserves the right to:

1. Negotiate the proposed lump sum and unit prices; and

2. Reject or negotiate any lump sum and/or unit prices, which it considers excessive or unreasonable, prior to the execution of the Contract, and

3. Increase, decrease or eliminate scope items at their discretion.

The Owner at any time may order an increase or decrease in number of units of Authorized Repairs. The unit prices accepted by the Owner shall be used to determine the equitable adjustment of the Lump sum Price for the addition or deduction of Authorized Repairs. The adjustments shall be made in net variations and total quantities required. Authorized Repairs are to be performed under the contract when authorized by a written order from the Owner to the Contractor.

The Owner may request additional prices throughout the contract as deemed necessary to meet the project requirements. The contractor shall supply such prices within three (3) business days after receipt of the request. Such prices shall apply after they are incorporated into the Contract.

The Owner reserves the right to reject any or all proposals and waive formalities. The Owner also reserves the right to select manufacturer(s) based upon warranties provided by the Manufacturer, finished appearance, available options, and/or any other factor(s) deemed relevant. The Contractor shall, within three (3) business days after receipt of request, submit information, samples, etc. needed so Owner can decide upon the Manufacturer(s) to be used.

I certify that my company is a (corporation), (partnership), (sole owner) licensed to do business in the Commonwealth of Virginia.

Commercial Restoration Group
FIRM

270512111 Class A
CONTRACTOR'S VA LICENSE NUMBER & CLASS

12/31/17
Expiration Date

SIGNATURE

Gary Bopp, PM
PRINTED NAME-TITLE

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