

AIA[®] Document A102[™] – 2017

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

[Draft Date April 20, 2021]

AGREEMENT dated for reference purposes as of the [] day of [] in the year Two Thousand [].
(In words, indicate day, month and year.)

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

[Amazon.com Services LLC] (or as otherwise set forth in the applicable Work Order)
c/o Amazon.com, Inc.
410 Terry Ave. N
Seattle, WA 98109-5210
Attn: Real Estate Manager

With a copy to:
[Amazon.com Services LLC]
c/o Amazon.com, Inc.
410 Terry Ave. N
Seattle, WA 98109-5210
Attn: General Counsel (Real Estate)

With an e-mail copy to:
global-lease-abstraction@amazon.com,
notifygreflegal@amazon.com,
na-realestate@amazon.com,
opsrelegalnotice@amazon.com, and
ops-legal-construction@amazon.com

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

[]
[]
[]
Attn: []

Non-Disclosure Agreement ("NDA"): NDA executed or accepted by the Contractor or affiliate of Contractor on [], 20[].

for the Project set forth in the applicable Work Order.

The Architect: See Work Order.

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.

The parties should complete A102[™]-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201[™]-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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DEFINITIONS

Number references refer to the Section of this Agreement where the term is defined. Number references preceded by "GC" refer to the Section of the General Conditions where the term is defined.

- AAA: see GC 15.3.1.
- Addenda: see Article 1 & GC 1.1.1.
- Additional Drawings and Specifications: see GC 4.1.3.
- Additional Indemnified Parties: see GC 3.18.1 & Work Order, Paragraph 10.
- Agreement: means this AIA A102 agreement between the parties.
- Allowance: see 5.2.3, GC 3.8 & Work Order, Paragraph 6.g.
- Application for Payment: see GC 9.3.
- Architect: the firm identified in the applicable Work Order & GC 4.1.1.
- Certificates for Payment: see GC 9.4.
- Certificate of Substantial Completion: see GC 9.8.4.
- Change Order: see GC 1.1.1 & GC 7.2.
- Claim: see GC 15.1.1.
- Code: see GC 16.1 & 16.2.
- Commencement Date: see 4.1 & GC 8.1.2.
- Compensable Delays: see GC 8.3.1.
- Completion Details: see GC 4.1.3.
- Conditional Release of Lien and Waiver of Lien Rights: as used GC 9.3.4.
- Construction Change Directive: see GC 7.3.1.
- Construction Documents: see GC 1.1.1.
- Contract (or Contact for Construction): see Article 1 & GC 1.1.2.
- Contract Documents: see Article 1 & GC 1.1.1.
- Contract Sum: see 5.1.
- Contract Time: see 4.2 & GC 8.1.1.
- Contractor: the party identified on the first page of the Agreement & GC 3.1.1.
- Contractor Parties: see GC 3.1.1.
- Contractor's Contingency: see 5.2.1, 5.2.7 & Work Order, Paragraph 6.d.
- Contractor's Representative: see 15.3 & Work Order, Paragraph 3.a.
- Contractor's Fee: see 5.1.1, GC 7.3.4, & Work Order, Paragraph 6.b.
- Contractor's Letter of Consent of Assignment: as used GC 13.6.1.
- Cost of the Work: see Article 7 & Exhibit B.
- Design-Build Drawings: see 10.4.1.
- Design-Build Subcontractors: see 10.4.1.
- Design-Build Subcontracts: see 10.4.1.
- Design Responsibility Matrix: see GC 3.1.7.
- Development Manager: see 15.2, GC 2.1.1 & Work Order, Paragraph 2.b.
- Dispute: see GC 15.3.1.
- Drawings: see GC 1.1.5.
- Engagement Work Product: see GC 13.7.1.
- Excusable Delays: see GC 8.3.1.
- Exhibits: see GC 1.2.1.3(b).
- Final Completion: see 12.2.1 & GC 8.1.5.
- Final Completion Date: see 12.2.1.
- Float: see GC 8.3.1.1.
- General Conditions Costs: see 5.2.1.1.
- GMP Savings: see 5.1.
- Guaranteed Maximum Price or GMP: see 5.1, GC 9.1 & Work Order, Paragraph 6.a.
- Hazardous Materials: see GC 10.3.2.
- Indemnified Parties (or Party): see GC 3.18.1.
- Indemnity Claims: see GC 3.18.1.
- Instruments of Service: see GC 1.1.7.
- Insurance Cost Percentage: see 5.2.9, Exhibit B, Paragraph 2.m & Work Order, Paragraph 6.f.
- Known Environmental Conditions: see GC 10.3.1.



- Landlord: see 15.12 & Work Order, Paragraph 8.
- Lease Requirements: see 15.12 & GC 3.13.3.
- Legal Requirements: see 5.2.8.
- General Conditions: see Article 1 & GC 1.1.1.
- Milestone Dates: see 4.3.2 & GC 3.10.1.
- Modification: see GC 1.1.1 & GC 1.1.2.
- Non-Disclosure Agreement or NDA: the document identified on the first page of the Agreement & see GC 1.9.
- Normal Expected Weather: see GC 3.10.4.
- Notice of Claim: see GC 15.1.3.1.
- Notice of Delay: see GC 8.3.1.
- Notice to Proceed: see 4.1.
- OCIP: see GC 11.0.1
- Owner: the party identified in the applicable Work Order & GC 2.1.1.
- Owner's Contingency: see 5.2.7.2 & Work Order, Paragraph 6.e.
- Owner's Representative: see 15.2, GC 2.1.1 & Work Order, Paragraph 2.a.
- Prime Consultants: see GC 1.1.9.
- Product Data: see GC 3.12.2.
- Project: see the immediately following section, the endeavor identified in the applicable Work Order & GC 1.1.4.
- Project Manager: see GC 3.9.1 & Work Order, Paragraph 3.b.
- Proposal: see the immediately following section.
- Punch List: see GC 9.4.1.
- RFI(s): see GC 1.2.5.
- Rules: see GC 15.3.1.
- Samples: see GC 3.12.3.
- Separate Contractor: see GC 6.1.1.
- Shop Drawings: see GC 3.12.1.
- Site Management Plan: see GC 3.13.4.
- Specifications: see GC 1.1.6.
- Subcontractor: see GC 5.1.1.
- Subcontractor Indemnified Parties (or Party): see 10.4.1.
- Substantial Completion: see GC 9.8.1.
- Sub-subcontractor: see GC 5.1.2.
- Superintendent: see GC 3.9.1 & Work Order, Paragraph 3.c.
- Supplier: see GC 5.1.3.
- Tangible Work Product: see GC 13.7.1.
- Taxes: see GC 3.6.
- Unit Prices: see 5.2.5, GC 3.8.4.
- Unconditional Release of Lien and Waiver of Lien Rights: see GC 9.3.4.
- Work: see GC 1.1.3.
- Work Order: see the immediately following section & GC 1.1.1.
- Work Product: see GC 13.7.1.



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The Owner and the Contractor agree as follows:

The Owner and Contractor intend through this Agreement to create a prime contract setting forth the terms and conditions under which the Contractor will perform the specified work or services on particular projects (a "Project" or "Projects"). Individual work orders (a "Work Order" or "Work Orders") will be executed in the form attached hereto as Exhibit A and/or individual proposals may be executed in the form of an AIA-Only Proposal or Prime Work Order (PWO) Proposal (a "Proposal" or "Proposals"), setting forth the agreement regarding Project-specific terms. Only under a Work Order may the terms and conditions of this Agreement be varied or modified, but only for the specific Project identified in the applicable Work Order; and except to the extent so varied or modified by the applicable Work Order, the terms and conditions of this Agreement shall be incorporated into, and be a part of, the specific Contract governing the Project identified in the applicable Work Order. In the case of a Proposal, regardless of the contents of the applicable Proposal or any attachments, the unmodified terms and conditions of this Agreement shall be incorporated into, and be a part of, the specific Contract governing the Project identified in the applicable Proposal. This Agreement neither obligates the Owner to engage the Contractor to perform any work or services nor obligates the Contractor to perform any work or services until both parties have signed a Work Order or a Proposal, and then only for the Project specified in the applicable Work Order or Proposal—these are the only vehicles through which the

Owner authorizes Work. Both parties must sign a Work Order or Proposal for it to be effective. The Contractor is wholly responsible for any services or construction activities it commences, and any associated costs incurred, in the absence of an executed Work Order or Proposal. The Owner is not responsible for reimbursing the Contractor for work or services performed or materials supplied beyond, in excess of, or not within the scope of Work identified in the Work Order or Proposal absent an executed Modification or later express written acceptance by the Owner. Any affiliate of the Owner will have the right to enter into a Work Order or Proposal pursuant to this Agreement, and with respect to such Work Order or Proposal, such affiliate becomes a party to this Agreement and references to the Owner in this Agreement are deemed to be references to such affiliate.

The execution of a Work Order or Proposal by the Owner and the Contractor creates a separate and distinct standalone Contract that applies only to the Project identified in the applicable Work Order or Proposal, even though such Project-specific construction contract incorporates and makes reference to this Agreement and the General Conditions, and other project-specific construction contracts may also incorporate and refer to this Agreement and the General Conditions. In no event shall the rights and obligations of the Owner and the Contractor under one project-specific construction contract affect the rights and obligations of the Owner and the Contractor under a different project-specific construction contract. Each Work Order or Proposal is a separate obligation of the Amazon entity or entities that execute(s) such Work Order or Proposal, and no other Amazon entity has any liability or obligation under such Work Order or Proposal.

ARTICLE 1 THE CONTRACT DOCUMENTS

For each Project, the Contract Documents consist of (i) this Agreement, (ii) the General Conditions of the Contract for Construction as set forth in the modified AIA A201–2017 (the "General Conditions") referenced in the applicable Work Order (or, if no reference is made in the Work Order, the General Conditions executed with this Agreement), (iii) Drawings and Specifications identified in the applicable Work Order or Proposal, (iv) Addenda issued prior to execution of the applicable Work Order, (v) the applicable Work Order or Proposal, (vi) other documents listed in this Agreement or the applicable Work Order, and (vii) Modifications issued after execution of this Agreement or the applicable Work Order, all of which form the Contract for the Project set forth in the applicable Work Order or Proposal, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Except as provided to the contrary in any Work Order or Modification, the Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral.

ARTICLE 2 THE WORK OF THIS CONTRACT

§ 2.1 The Contractor agrees to provide the Work in accordance with the requirements of the Contract Documents and in accordance with the construction industry standards and practices.

§ 2.2 For each Project, the Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 RELATIONSHIP OF THE PARTIES

(Paragraph deleted)

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

§ 3.2 This Agreement imposes an obligation of good faith and fair dealing in the relationship between the Owner and the Contractor. The Contractor and the Owner, with a shared commitment to honesty and integrity in the performance and administration of this Agreement, agree as follows:

- .1 Each will function within the Legal Requirements;
- .2 Each will proceed to fulfill its obligation under this Agreement diligently and honestly;
- .3 Each will cooperate with the other in the common endeavor of completing the Work and administration of this Agreement in a timely and efficient manner.

By entering into this Agreement and each Work Order, as a part of the covenant of good faith and fair dealing, the Contractor agrees that it will supply accurate, complete, and current cost or pricing data for purposes of supporting or documenting compensation or payments under this Agreement. The Cost of the Work as defined in this Agreement shall be adjusted at the reasonable discretion of the Owner, subject to dispute resolution in accordance with Article 15 of the General Conditions, to exclude any amount determined by the Owner by which the Cost of the Work was increased because the Contractor submitted inaccurate, incomplete, or misleading cost or pricing data.

ARTICLE 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 4.1 The

(Paragraphs deleted)

Commencement Date shall be the date of the notice to proceed with construction on the Project site ("Notice to Proceed") sent by the Owner to the Contractor with respect to the Project or such other date as set forth in the applicable Work Order. No Work on the Project site shall be commenced by the Contractor until receipt of a Notice to Proceed from the Owner. However, during the period between the date the applicable Work Order is executed and the date the Notice to Proceed is issued, certain elements of the Work may be authorized by the Owner. During such period all of the terms of the Contract shall apply.

§ 4.2 The Contract Time shall be measured from the Commencement Date as specified in the applicable Work Order or Notice to Proceed.

§ 4.3 Substantial Completion

§ 4.3.1 Subject to adjustments of the Contract Time(s) as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire

(Paragraphs deleted)

Work within the Contract Time and by the required date of Substantial Completion specified in the applicable Work Order, subject to adjustments of the Contract Time as provided in the Contract Documents.

§ 4.3.2 Subject to adjustments of the Contract Time(s) as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates ("Milestone Dates"):

Portion of Work	Milestone Dates
See Work Order.	

§ 4.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 4.3, liquidated damages, if any, shall be assessed as set forth in Section 5.1.6.

ARTICLE 5 CONTRACT SUM, GUARANTEED MAXIMUM PRICE ("GMP"), AND CONTRACTOR'S FEE

§ 5.1 For the Project, the Owner shall pay the Contractor in current funds the Cost of the Work as defined in Article 7 paid by the Contractor plus the Contractor's Fee for the Contractor's performance of the Contract (together, the "Contract Sum"); provided the Cost of the Work plus the Contractor's Fee shall not exceed the amount set forth as the GMP in the applicable Work Order, as adjusted for additions or deductions made by Change Order in accordance with the Contract Documents. The Cost of the Work and/or Contractor's Fee that would cause the GMP to be exceeded are the sole responsibility of the Contractor and will not be reimbursed by the Owner. If the final Cost of the Work plus the Contractor's Fee is less than the GMP, the difference is the "GMP Savings." The sharing of GMP Savings shall be for the benefit of the Owner and there are no "savings participation" provisions of the Contract unless set forth otherwise in the applicable Work Order.

§ 5.1.1 The Contractor's

(Paragraphs deleted)

Fee is set forth in the applicable Work Order. The Contractor's Fee is the Contractor's compensation for its overhead and profit and for expenses that are not a Cost of the Work (as further defined in Article 7). Except as otherwise set forth in the applicable Work Order, there shall be no Contractor's Fee on any Taxes due on the total amount of any progress, final, or retainage payments, any applicable business and occupation tax, reimbursements for insurance or bonds, Contractor's Fee, or budgeted or unused portions of any contingency amount.

§ 5.1.2 A Subcontractor's or Supplier's overhead and profit for increases in the cost of its portion of the Work shall not exceed ten percent (10%) of such increased cost.

§ 5.1.3 The GMP includes all Taxes as defined in Section 3.6 of the General Conditions. For any portion of Taxes due on progress, final, or retainage payments, the Contractor shall identify any such amount as a separate line item in the Application for Payment for such progress, final, or retainage payment and the Contractor shall be responsible for remitting the amount received from the Owner for payment of such portion of Taxes to the appropriate taxing authority. The Contractor shall also show the aggregate total of Taxes separately due on progress, final, and/or retainage payments as a separate line item in the schedule of values.

§ 5.1.4 (Intentionally omitted).

§ 5.1.5

(Paragraphs deleted)

(Intentionally omitted).

(Table deleted)

§ 5.1.6 If an amount for liquidated damages has been inserted in the applicable Work Order, this Section 5.1.6 shall apply to the Project described in the applicable Work Order. If no amount has been inserted for liquidated damages in the applicable Work Order, or if \$0 or a nominal amount less than \$100 has been inserted, then (i) the liquidated damages provisions in this Section 5.1.6 shall not apply to the Project described in the applicable Work Order and the parties shall have all remedies available at law or equity, subject to the other provisions of the Contract, in the event of the Contractor's failure to achieve Substantial Completion within the Contract Time and by the required date of Substantial Completion (or, if set forth in the applicable Work Order, delays in achieving Milestone Dates); and (ii) without limiting the foregoing and subject to the limitations, if any, set forth in the applicable Work Order, the Owner shall have the right to recover its damages incurred for actual, out-of-pocket costs either, in the Owner's reasonable discretion, (a) to expedite the services or work of any Prime Consultant or Separate Contractor or the Development Manager to avoid having to hold over in existing premises or to find replacement premises due to a delay caused by the Contractor or (b) to hold over in existing premises or to find and occupy replacement premises, including, but not limited to, increased rent, moving, storage, transportation, fit-out, and temporary occupancy costs due to a delay caused by the Contractor.

Liquidated damages, if set forth in the applicable Work Order: The Contractor acknowledges that the Owner will foreseeably suffer damages in the event the Contractor either (a) delays in obtaining occupancy approval from the applicable government authorities; (b) delays in achieving Substantial Completion within the Contract Time and by the required date of Substantial Completion (or, if set forth in the applicable Work Order, delays in achieving Milestone Dates); (c) causes a delay to the services or work of any Prime Consultant or Separate Contractor or the Development Manager resulting in a delay in the Owner's ability to occupy the Project; or (d) causes a delay of work being done by the Owner's Landlord resulting in a tenant delay. Such damages would foreseeably include but may not be limited to: loss of operating income, increased construction loan financing costs, costs incurred to find and occupy replacement premises, storage, transportation and temporary occupancy costs, and increased Owner equity costs. The parties agree that it would be extremely difficult and impractical under the facts and circumstances known and anticipated at the time of execution of the applicable Work Order to establish the actual damages the Owner would incur should the Contractor delay in achieving Substantial Completion within the Contract Time and by the required date of Substantial Completion (or, if set forth in the applicable Work Order, delays in achieving Milestone Dates), subject to adjustments as provided in the Contract Documents. Accordingly, the parties hereby agree that if the Contractor fails to so achieve the Milestone Dates, if applicable, or Substantial Completion as specified in the applicable Work Order, then liquidated damages shall be assessed against the Contractor in the amounts set forth in the applicable Work Order for each day the Work is completed late, until any such Milestone Date and/or Substantial Completion is achieved. The parties specifically agree that the liquidated damages set forth in the applicable Work Order are intended as a reasonable estimate or approximation at the time of Contract of the Owner's expected damages for delay in completion of the Work by the Contractor (not as a penalty) and are in lieu of actual and consequential damages for delay in completion of any nature or cause whatsoever.

It is agreed that in the event liquidated damages are assessed against the Contractor, the payment of liquidated damages may be deducted from the compensation otherwise due to the Contractor (first applied from the Contractor's Fee). It is further agreed that this liquidated-damages provision shall not relieve, impair, or reduce in any manner the obligations of the Contractor to in good faith take reasonable efforts to mitigate its delay. The foregoing provision of

liquidated damages shall not relieve or release the Contractor from liability for any and all damages (other than delay damages) suffered by the Owner due to other breaches of the Contract, nor does it limit the Owner's right to terminate the Contract or exercise any other remedies for the Contractor's failure to achieve any Milestone Date or Substantial Completion that do not constitute recovery of damages and are available under the Contract. Any amounts paid by the Contractor as liquidated damages shall not constitute a Cost of the Work.

(Paragraphs deleted)

§ 5.2 GMP Estimate and Schedule of Values

§ 5.2.1 The Contractor shall provide cost estimates needed to determine the GMP for the Project in detail satisfactory to the Owner. The cost estimates shall be attached as an exhibit to the applicable Work Order. A Contractor's Contingency may be included in a GMP, but only if specifically agreed upon and identified in the applicable Work Order.

§ 5.2.1.1 The GMP shall be organized into a schedule of values setting forth separate categories for each trade activity (at a minimum by CSI division), general conditions costs, insurance costs, the Contractor's Fee, and the Contractor's Contingency, if any. The Contractor shall provide the Owner with a detailed itemization of all types and categories of costs to be included in the Contractor's general conditions costs ("General Conditions Costs"). Cost transfers are permitted between all categories of the schedule of values with Owner's prior written approval, which approval shall not be unreasonably withheld. However, the Contractor may not utilize any cost savings in any particular category of the Work resulting from incentive fees from the applicable jurisdiction where the Project is located to offset cost overruns in another category of Work. The Contractor shall from time to time revise the schedule of values to reflect such shifting costs and provide the Owner with an accounting and explanation of such revisions. For purposes of calculating GMP Savings pursuant to Section 5.1 above, the parties will not determine GMP Savings on a line item by line item basis, but will instead compare the total final Cost of the Work plus the applicable Contractor's Fee to the GMP.

§ 5.2.2 Alternates

§ 5.2.2.1 Alternates, if any, included in the GMP are set forth in the applicable Work Order.

(Table deleted)

§ 5.2.2.2 Subject to the conditions noted in the applicable Work Order, alternates may be accepted by the Owner following execution of

(Paragraphs deleted)

the applicable Work Order. Upon acceptance, a Change Order shall be executed.

(Table deleted)

§ 5.2.3

(Paragraphs deleted)

Allowances

§ 5.2.3.1 Allowances, if any, included in the GMP are set forth in the applicable Work Order.

§ 5.2.4 Assumptions,

(Paragraphs deleted)

Qualifications, and Clarifications

§ 5.2.4.1 Assumptions, qualifications, and clarifications, if any, upon which the GMP is based are set forth in the applicable Work Order.

§ 5.2.5 Unit Prices

§ 5.2.5.1 Unit prices, if any, included in the Project are set forth in the applicable Work Order.

§ 5.2.6 To the extent that the Drawings and Specifications or other Contract Documents are anticipated to require further development, the GMP includes reasonable amounts for the costs attributable to such further development consistent with a reasonably inferable interpretation of the Contract Documents. As used herein, such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 5.2.7 Contingency Amounts

Unless set forth otherwise in the applicable Work Order, the utilization of any contingency amounts included in the GMP, if any, shall be subject to the Owner's written approval. Contractor's Fee may not be applied to any budgeted or

unused contingency amount. Any unused contingency remaining as of Final Completion shall accrue to the benefit of the Owner and the parties shall execute a Change Order to reduce the GMP by the amount of the unused balance of any contingency amount.

§ 5.2.7.1 If the GMP includes any Contractor's Contingency, then with the Owner's written approval, which shall not be unreasonably withheld, the Contractor's Contingency may be utilized by the Contractor to cover costs that are properly reimbursable as a Cost of the Work but not the basis for a Change Order, such as, but not limited to, design issues that a prudent contractor should have resolved during pre-construction, items in Drawings but not in the Specifications, items on one Drawing but not on another, items specified but not drawn, buy-out error, scope gaps, ambiguities in the Construction Documents, interdisciplinary design coordination, Subcontractor failure, and expediting costs for critical materials, but not for items of the type included in the Contractor's Fee. The Contractor shall maintain a log of the use of the Contractor's Contingency and specify its use in its Applications for Payment indicating any transfers to other line items in the schedule of values.

§ 5.2.7.2 If the GMP includes an Owner's contingency (the "Owner's Contingency"), the Owner's Contingency is only for use by the Owner, in its sole discretion, and may be used in lieu of granting the Contractor an increase in the GMP to which the Contractor would otherwise be entitled.

§ 5.2.7.3 Reallocation of contingency amounts.

As the Work progresses, the Contractor shall reasonably cooperate with the Owner to reallocate any unused funds from the Contractor's Contingency to the Owner's Contingency.

§ 5.2.8 The Contractor shall send notice to the Owner within five (5) days if the Contractor knows the Drawings and/or Specifications are incomplete or if the Contractor becomes aware that there are any errors or omissions in the Drawings and/or Specifications, and the Contractor waives all rights to claim an increase in the GMP or extension of Contract Time related thereto if the Contractor fails to so notify the Owner. In addition, as part of the Work and only insofar as it pertains to the Contractor's performance of the Work (and not as to the compliance of the Architect's (or engineer's) design of the Project with Legal Requirements, except to the extent of Contractor's design-build services), the Contractor must comply with all applicable (including federal, state, county, local, and municipal) laws, codes, regulations, ordinances, rules, and orders, as well as applicable laws, codes, regulations, ordinances, rules, and orders of any other authority having jurisdiction over the Project (the "Legal Requirements") and requirements of public or private utilities with no increases in the GMP or Contract Time. The Contractor acknowledges that (i) the Contractor has included the Contractor's Contingency in the GMP to cover all costs which may result from the risks assumed by the Contractor in the Contract, including without limitation this Section 5.2.8, (ii) the Contractor waives all rights to claim additional costs above the Contractor's Contingency to comply with Legal Requirements as they pertain to Contractor's performance of the Work, and (iii) the provisions of this Section 5.2.8 apply notwithstanding any provisions to the contrary contained in the Contract Documents.

§ 5.2.9 Insurance Cost Percentage, if any, shall be established in the applicable Work Order.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 Adjustments to the GMP on account of changes in the Work may be determined by any of the methods listed in Article 7 of the General Conditions.

§ 6.2 The calculation of adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Section 7.3.3.3 of the General Conditions, as it refers to "costs," "cost" and "fee," and not by Articles 5, 7 and 8 of this Agreement.

§ 6.3 In calculating adjustments to the GMP, the terms "cost" and "costs" as used in Article 7 of the General Conditions shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Contractor's Fee as defined in Section 5.1.1 of this Agreement.

(Paragraph deleted)

ARTICLE 7 COSTS TO BE REIMBURSED

§ 7.1 Cost of the Work

§ 7.1.1 Costs to be included in the Cost of the Work, costs not to be reimbursed, and costs included in the Contractor's Fee shall be as provided in Exhibit B to this Agreement.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Contractor shall obtain such approval in writing prior to incurring the cost. The parties shall endeavor to identify any such costs in the applicable Work Order, prior to the Notice to Proceed.

§ 7.1.3 Costs shall be at rates not higher than the standard paid at the place of the Project, except with prior approval of the Owner.

(Paragraphs deleted)

§ 7.1.4 Throughout the performance of the Work, the Contractor will work with the Owner, Architect, Prime Consultants, Separate Contractors, and Development Manager to identify and implement cost savings opportunities to reduce the Cost of the Work.

(Paragraphs deleted)

ARTICLE 8 COSTS NOT TO BE REIMBURSED

§ 8.1

(Paragraphs deleted)

Costs to be included in the Cost of the Work, costs not to be reimbursed, and costs included in the Contractor's Fee shall be as provided in Exhibit B to this Agreement.

ARTICLE 9 DISCOUNTS, REBATES AND REFUNDS

§ 9.1 Discounts, rebates, and refunds shall be obtained to reduce the Cost of the Work as provided in Exhibit B to this Agreement.

(Paragraph deleted)

ARTICLE 10 SUBCONTRACTS AND OTHER AGREEMENTS

§ 10.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts, supply agreements, or other appropriate agreements with the Contractor. The Contractor shall not enter into any subcontract or supply agreement valued at \$100,000 or more, or any mechanical, electrical, structural steel, concrete, or earthwork subcontracts without the Owner's prior written approval, and the Owner has the right to require that the Contractor obtain the Owner's written approval before entering into other subcontracts. Upon receipt of Contractor's request for approval, the Owner shall have ten (10) days within which to object. If no objection is made within this ten- (10-) day period, Contractor's request shall be deemed approved. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors, and from Suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. Unless otherwise agreed, the Contractor shall use reasonable best efforts to obtain a minimum of three (3) competitive bids or proposals per scope of work. The Contractor shall deliver such bids or proposals to the Owner with an indication as to which bids or proposals the Contractor intends to accept. The Contractor shall maintain all bids and proposals in a notebook organized by division with a comparative analysis of the bids and proposals, the Contractor's recommendations for award, the amount included in the GMP for that part of the Work and other useful information to support a decision to award. This notebook and its contents shall be available to the Owner for review and copying. The Contractor shall determine the capability of all Subcontractors and Suppliers, even if recommended by the Owner, to perform the Work, their financial capacity, their insurance coverage, and whether their bids or proposals are complete and in compliance with the Contract Documents. The Contractor shall determine, subject to the reasonable objection of the Owner, which bids and proposals will be accepted and obtain the Owner's written approval as noted above. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

§ 10.1.1 The Owner does not have any responsibility to review or respond to any of the technical aspects of bids or proposals, a bidder's or proposer's qualifications, or to determine whether any bids or proposals are complete and in compliance with the Contract Documents. The Owner is relying on the Contractor's expertise in such review and analysis, coordination of bids and proposals with other trades, and establishing the GMP. Under no circumstances shall any Owner review relieve the Contractor of its obligations under the Contract Documents.

§ 10.1.2 In the event the GMP has been established and a specific Subcontractor or Supplier (1) is recommended to the Owner by the Contractor; (2) is qualified to perform that portion of the Work; and (3) has submitted a responsive bid

that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Contractor may require that a Change Order be issued to adjust the GMP by the difference between the bid of the entity recommended to the Owner by the Contractor and the amount of the subcontract or other agreement actually signed with the entity designated by the Owner.

§ 10.1.3 With Owner's prior written consent, the Contractor may propose to self-perform a defined scope of Work on a lump-sum basis if the Contractor obtains three (3) competitive bids for such defined scope of Work and Contractor is the low-bidder on such Work, in which case Contractor shall not be allowed to add Contractor's Fee to its lump-sum bid; and provided also that in a circumstance that the Owner agrees in writing to waive the requirement for receipt of three (3) competitive bids, the Contractor shall only be entitled to Contractor's Fee as its overhead, profit, and fee on such self-performed Work.

§ 10.2 Subcontracts or other agreements entered into by the Contractor shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee (with no maximum amount) without the Owner's prior written approval. If a subcontract or other agreement is awarded on the basis of cost plus a fee (with or without a maximum amount), the Contractor shall provide in such subcontract or other agreement for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Contractor in Article 11.

§ 10.3 Unless set forth otherwise in the applicable Work Order, in no event shall the Contractor charge overhead, profit or other forms of markup or fee as a general contractor for trade work performed with its own forces or related entities (regardless of it being performed on a cost-plus or lump-sum basis) other than the Contractor's Fee as provided in Section 5.1.1.

§ 10.4 Design-Build Subcontractors

§ 10.4.1 If a portion of the Project is to be performed using a design-build approach, and as may be identified in the Design Responsibility Matrix, the Contractor shall retain various Subcontractors to perform the design-build portions of the Project ("Design-Build Subcontractors"). The specific terms and conditions relating to the Design-Build Subcontractor's Work shall be set forth in a separate subcontract between the Contractor and the Design-Build Subcontractor. It is agreed that the Contractor has assumed, as a contractual responsibility to the Owner, the obligation to deliver a completed and functioning Project, including without limitation, all modification of designs provided by Design-Build Subcontractors necessary to make the Project complete and functional. It is also agreed that the Contractor is not itself a designer and has not independently reviewed the details of the designs of the Design-Build Subcontractors. In consideration of these agreements and circumstances the Contractor shall place in its subcontracts with the Design-Build Subcontractors ("Design-Build Subcontracts") the following provisions and statements:

- .1 The Owner is an intended third-party beneficiary of this Design-Build Subcontract and the Design-Build Subcontractor shall owe to the Contractor and the Owner the following professional standard of care: The Design-Build Subcontractor shall perform its services consistent with the professional skill and care ordinarily provided by engineers and/or architects practicing in the same or similar locality under the same or similar circumstances. The Design-Build Subcontractor shall perform its services as expeditiously as required by the Design-Build Subcontract and as is consistent with such professional skill and care and the orderly progress of the Project, whichever is more expeditious;
- .2 The Design-Build-Subcontractor consents to Contractor's assignment of this Design-Build Subcontract to the Owner effective upon notice by the Owner to the Contractor;
- .3 The Design-Build Subcontractor shall maintain throughout the Project, and for a period of six (6) years after the Substantial Completion of the Project, a standard professional errors and omissions insurance policy in a form and with an insurance company consistent with the provisions of Section 11.5 of the General Conditions and satisfactory to the Contractor and the Owner;
- .4 The Design-Build Subcontractor shall also maintain insurance coverage for commercial general liability in compliance with all minimum limits and provisions of Section 11.1 of the General Conditions applicable to the Project, unless specifically modified in a writing signed by the Owner, the Contractor, and the Design-Build Subcontractor;
- .5 The Design-Build Subcontractor shall ensure that any and all separate consultants engaged or employed by Design-Build Subcontractor shall carry and maintain substantially similar professional errors and omissions and commercial general liability insurance with reasonable and prudent coverage in light of the services to be rendered by such separate consultants as approved by Owner;

- .6 The Design-Build Subcontractor shall submit to the Contractor and the Owner proof of all such insurance in a form satisfactory to the Contractor and the Owner before commencing any Work on the Project;
- .7 The maintenance and full force and effect of such form and amount of insurance shall be condition precedent to the Design-Build Subcontractor's exercise and enforcement of any rights under its Design-Build Subcontract with the Contractor;
- .8 The Design-Build Subcontractor's insurance policies shall incorporate a provision requiring giving notice to the Contractor and the Owner at least thirty (30) days' prior to any cancellation, non-renewal, or material modification of the policies;
- .9 All design work performed under the Design-Build Subcontract shall, to the extent required by applicable law, be performed by a properly licensed design professional;
- .10 To the fullest extent permitted by law, Design-Build Subcontractor shall indemnify, defend, and hold harmless the Contractor, the Owner, the Prime Consultants, Architect, Architect's consultants, Landlord, Amazon.com, Inc. and any Additional Indemnified Parties set forth in the applicable Work Order between Owner and Contractor, and their respective officers, directors, agents, shareholders, partners, managers, members, affiliates, owners, successors, and employees (individually, each a "Subcontractor Indemnified Party" and collectively the "Subcontractor Indemnified Parties") from, for, and against all third-party claims, damages, losses, and expenses, including but not limited to reasonable attorney's fees, that are alleged to have occurred in whole or in part, by the result of, or due to the negligence or fault of the Design-Build Subcontractor, its agents, consultants, employees and representatives to the extent such claims, damages, losses, or expenses do not arise out of or result from the negligence, willful misconduct, or breach of contract of a party indemnified hereunder; and
- .11 The Design-Build Subcontractor shall name the Contractor, the Owner, and the Subcontractor Indemnified Parties as additional insureds on its insurance and shall have the following endorsement added to its commercial general liability policy: "The coverage afforded to additional insureds under this policy shall be primary insurance. If the additional insureds have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingency basis. The amount of the Design-Build Subcontractor's insurance company's liability under this policy shall not be reduced by the existence of such insurance. All deductibles on any policy of insurance shall be purchased by Design-Build Subcontractor hereunder and borne by Design-Build Subcontractor."

The inclusion of any drawings produced by Design-Build Subcontractors in the applicable Work Order (the "Design-Build Drawings") does not make the Design-Build Drawings into Contract Documents, and does not constitute the Owner's acceptance of the Design-Build Drawings or Owner's agreement that the Design-Build Drawings conform to the Contract Documents or to any performance criteria provided by the Owner or Architect. The Contractor remains responsible for the Design-Build Drawings, and for Work based on the Design-Build Drawings, to the same extent it would be responsible if the Design-Build Drawings were listed in any exhibit to the applicable Work Order.

ARTICLE 11 ACCOUNTING RECORDS

The Contractor shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy (including electronically copy), the Contractor's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, ledgers, documents, estimates, logs, electronic data, computerized records, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor and Supplier proposals, Subcontractor and Supplier invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Contractor shall preserve these records for a period of three (3) years after final payment under the applicable Work Order, or for such longer period as may be required by law. Additionally, at any time during this Agreement or up to three (3) years following termination or completion of this Agreement, the Owner may request copies of any portion of the Contractor's books and records pertaining to the Project and/or elect to conduct an audit of such books and records. All such books and records of the Contractor must be sent to the Owner electronically and will be subject to audit examination by an auditor designated by the Owner. The cost of the audit will be paid for by the Owner unless the audit reveals an overpayment by the Owner of more than two percent (2%) in the reported Cost of Work, in which case the Contractor will pay for all costs associated with the audit. In the event of any overpayment by

the Owner, the Contractor shall promptly pay the Owner the amount of such overpayment plus interest at the rate set forth in Section 12.3 from the date each such overpayment was made by the Owner.

§ 11.1 Each month, unless required more frequently in the applicable Work Order or as otherwise requested by the Owner, the Contractor shall deliver to the Owner a detailed cost report on the actual Cost of the Work to date and forecasted cost at completion. The cost report shall include: (i) a recapitulation of Project cost accounting, (ii) estimates of costs yet to be incurred and a reasonable forecast of projected savings/loss for each of the line items in the schedule of values and a forecast of the GMP Savings, if any, and (iii) all pending and/or approved Change Orders and Construction Change Directives (including amounts).

§ 11.1.1 As part of this monthly cost reporting, the Contractor shall highlight any line item in the schedule of values where the Contractor estimates, expects, or projects the final cost of such line item to exceed the originally estimated cost for such line item.

§ 11.1.2 Additionally, if at any time the Contractor estimates, expects, or projects that the total actual costs for the Project will exceed the Guaranteed Maximum Price, the Contractor shall immediately provide written notice of such estimated, expected, or projected overage to the Owner, Owner's Representative, and the Development Manager, if any, which notice shall include an updated schedule of values, an updated total Project estimate, any backup documentation for the overage (e.g., subcontractor or supplier bids, or related labor and equipment reports), and any other documentation reasonably requested by the Owner. This Section and related notice requirement does not in any way alter or relieve Contractor from its responsibility for costs as set forth in Section 5.1 above.

§ 11.2 The Contractor is responsible to provide the following for audits under Article 11:

- .1 A job cost detail report in a readable PDF format, or other format requested by the Owner, that is directly exported from the Contractor's job cost accounting system; this report is to contain the greatest level of cost detail that is contained within the Contractor's job cost accounting system;
- .2 A "crosswalk" report or similar report and/or other information that specifically identifies how the recorded costs contained in the provided job cost detail report correspond to the amounts that are billed in the Contractor's Applications for Payment;
- .3 Access to documentation that supports the billed costs, including but not limited to: vendor invoices; subcontract agreements; subcontract change orders; Subcontractor payment applications; Supplier purchase orders; employee timecards that support the billed labor hours; equipment rental summary or other documentation that supports the billed equipment hours; proof of payment documentation; and any other documents that support the billed amounts;
- .4 A knowledgeable representative for the Contractor that is made available to the Owner's auditors and is responsible for addressing the auditor's questions and requests; and
- .5 Any other Project documents or information requested by the Owner.

ARTICLE 12 PAYMENTS

§ 12.1 Progress Payments

§ 12.1.1 Based upon Applications for Payment submitted to the Owner, and as applicable the Architect and Development Manager by the Contractor with all necessary supporting documentation required by this Agreement, and based on Certificates for Payment issued by the Owner, Architect, or the Development Manager, the Owner shall make progress payments for Work completed in accordance with the Contract Documents. Such payments shall be made to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 12.1.2 The period covered by each Application for Payment shall be one (1) calendar month ending on the last day of the month unless set forth otherwise in the applicable Work Order or otherwise required by the law of the place where the Project is located.

§ 12.1.3 After receiving a draft payment application that complies with this Agreement, the Owner shall have three (3) days after receipt to object to or reject such draft payment application. After such three- (3-) day period has passed without objection or rejection from the Owner, such draft payment application will become an Application for Payment. The Owner will pay the Contractor within thirty (30) days thereafter or within such time period as may be required by the law of the place where the Project is located. The Contractor shall submit draft payment applications on a monthly basis or as otherwise required by the law of the place where the Project is located.

§ 12.1.4 With each draft payment application and subsequent Application for Payment, the Contractor shall submit documentation as required by this Article 12 and Article 9 of the General Conditions. At the Owner's request, the Contractor shall make available for the Owner's review the Contractor's and Subcontractor's labor transaction reports, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other reasonable evidence required by the Owner, the Development Manager, or the Architect. Any Contractor labor report shall be certified by an officer of the Contractor to be true, accurate, and complete. Each draft payment application and subsequent Application for Payment submitted by the Contractor shall contain sufficient detail for the Owner to discern how the amount requested in such application is broken out among the Contractor's costs of supplies, materials, the Subcontractors (identified individually with specificity), the Suppliers, Taxes due on the Work performed, fee, overhead, and any other costs, and any other details which the Owner may request.

§ 12.1.5 Each draft payment application and subsequent Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire GMP among: (1) the various portions of the Work; (2) insurance costs; (3) the Contractor's Fee; (4) any Taxes due on each progress, final, or retainage payment; and (5) any contingency amount or Allowances included in the GMP but not otherwise allocated to another line item or included in a Change Order. Each Change Order shall be listed as a separate line item on the schedule of values.

§ 12.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner, the Architect, or the Development Manager may require. The schedule of values, unless objected to by the Owner, the Architect, or the Development Manager, shall be used as a basis for reviewing the Contractor's Applications for Payment. The Contractor shall update the schedule of values as requested by the Owner, but no less than every three (3) months, to show changes therein.

§ 12.1.5.2 The allocation of the GMP under this Section 12.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 12.1.5.3 If expressly approved by the Owner in writing, when the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation to the Owner.

§ 12.1.6 Draft payment applications and subsequent Applications for Payment shall be completed on AIA G702 and G703 forms or other forms requested by the Owner, and shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work and for which the Contractor has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the GMP allocated to that portion of the Work in the schedule of values.

§ 12.1.7 In accordance with the General Conditions and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 12.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the GMP properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the schedule of values;
- .2 That portion of the schedule of values allocable to materials and equipment delivered and suitably stored at the Project site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off site at a location approved in writing;
- .3 That portion of Construction Change Directives that the Owner determines to be reasonably justified; and
- .4 The Contractor's Fee, computed upon the Cost of the Work described in the preceding Sections 12.1.7.1.1 and 12.1.7.1.2 at the rate stated in the applicable Work Order or, if the Contractor's Fee is stated as a fixed sum in the applicable Work Order, an amount that bears the same ratio to that fixed-sum Contractor's Fee as the Cost of the Work included in Sections 12.1.7.1.1 and 12.1.7.1.2 included in such progress payment bears to a reasonable estimate of the Cost of the Work at completion.

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Owner, the Architect, or the Development Manager have previously withheld a Certificate for Payment as provided in Article 9 of the General Conditions;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or Supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Owner, the Architect, or the Development Manager may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of the General Conditions;
- .5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 12.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 12.1.8.

§ 12.1.8 Retainage

§ 12.1.8.1 For each progress payment made prior to
(Paragraphs deleted)

Final Completion of the Work, and except as set forth otherwise in the applicable Work Order or as otherwise prohibited or required by the law of the place where the Project is located, payments to the Contractor shall be subject to retainage of ten percent (10%).

§ 12.1.8.1.1

(Paragraphs deleted)

All portions of the Work are subject to retainage unless set forth otherwise in the applicable Work Order.:

§ 12.1.8.2

(Paragraphs deleted)

The Owner will endeavor to release retainage attributable to a particular Subcontractor or Supplier when the Subcontractor's or Supplier's entire Work is finally complete and the Subcontractor or Supplier has furnished an Unconditional Release of Lien and Waiver of Lien Rights in a form approved by the Owner. After the Owner releases such retainage, the Contractor shall promptly and in accordance with the law of the place where the Project is located release such retainage to the respective Subcontractor or Supplier.

§ 12.1.8.3

(Paragraphs deleted)

(Intentionally omitted).

§ 12.1.9 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of the General Conditions.

§ 12.1.10 Except with the Owner's prior written approval, the Contractor shall not make advance payments to Suppliers for materials or equipment which have not been delivered and suitably stored at the Project site.

§ 12.1.11 The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 12.1.11.1 Retainage on payments to a Subcontractor, a Sub-subcontractor, or a Supplier of any tier by Contractor or any lower-tier entity shall not exceed the retainage percentage on payments to Contractor.

§ 12.1.12 Each draft payment application and subsequent Application for Payment made by the Contractor to the Owner shall constitute a warranty to the Owner that the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. In taking action on the Contractor's draft payment applications or subsequent Applications for Payment or by making payments upon any Application for Payment, the Owner, the Architect, and the Development Manager shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Owner, the Architect, or the Development Manager has made a detailed examination, audit, or arithmetic verification, of the

documentation submitted in accordance with Section 12.1.4 or other supporting data; (2) that the Owner, the Architect, or the Development Manager has made exhaustive or continuous on-site inspections, or that the Owner has made any on-site inspections; or (3) that the Owner, the Architect, or the Development Manager has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors or other personnel acting in the sole interest of the Owner.

§ 12.2 Final Payment

§ 12.2.1 Provided that the GMP is not exceeded, final payment, constituting the entire unpaid balance of the Cost of the Work (which shall include the retention withheld) and the Contractor's Fee, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract (including completing Work on Punch Lists), except for the Contractor's responsibility to correct Work as provided in Article 12 of the General Conditions, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work and a final Application for Payment;
- .3 a final Certificate for Payment has been issued by the Owner, the Architect, or the Development Manager in accordance with Section 12.2.2;
- .4 the Contractor has submitted final as-built record drawings and specifications, all warranties, and all operation and maintenance manuals specified in the Contract;
- .5 Completion of Punch List items and receipt of a completed certificate of Substantial Completion by the Owner, the Architect, or the Development Manager has occurred;
- .6 Appropriate final conditional lien releases (or statutory declarations, as the case may be) have been delivered to the Owner for Contractor, all Subcontractors, Sub-subcontractors, and all Suppliers in accordance with Section 9.3.5 of the General Conditions; and
- .7 the Contractor has provided the Owner with a document acceptable to the Owner that certifies completion in compliance with the Contract Documents.

As used herein, the term "Final Completion" and words of similar impact shall mean that all of the requirements set forth in clauses 12.2.1.1 through 12.2.1.7 above have been fully performed, and "Final Completion Date" shall mean the date on which Final Completion occurs.

§ 12.2.2 The Owner's final payment to the Contractor shall be made no later than forty-five (45) days after the issuance of the Owner's, the Architect's, or the Development Manager's final Certificate for Payment, and completion of any audit commenced under Article 11 (which audit shall not be unreasonably delayed), unless set forth otherwise in the applicable Work Order, or such period of time as may be required by the law of the place where the Project is located.

§ 12.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within fourteen (14) days after completion of the audit, submit a written report based upon the auditors' findings to the Contractor.

§ 12.2.2.2 (Intentionally omitted).

§ 12.2.2.3 The Owner, the Architect, or the Development Manager will, within seven (7) days after receipt of satisfactory evidence that the other conditions of Section 12.2.1 have been met, either issue a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and the Owner of the reasons for withholding a certificate as provided in Section 9.5.1 of the General Conditions.

§ 12.2.3 (Intentionally omitted).

§ 12.2.4 The making of final payment shall not constitute: (a) waiver of claims by the Owner, (b) acceptance of Work as in compliance with the requirements of the Contract Documents, or (c) release of the Contractor from any indemnity, defense, or contribution obligation imposed by law or by the Contract Documents.

§ 12.2.5 Concurrently with receipt of final payment from the Owner, the Contractor shall execute, acknowledge, and deliver to the Owner an Unconditional Release of Lien and Waiver of Lien Rights in a form approved by the Owner

and in accordance with the law of the place where the Project is located, which shall cover the entire Work performed for the Project.

§ 12.3 Interest

Payments due and unpaid under the Contract shall bear interest from the
(Paragraphs deleted)

later of (a) the date payment is due or (b) the date the Owner receives notice of nonpayment from the Contractor, at the lesser of three percent (3%) per annum or as otherwise required by law; provided that interest will not accrue on the first late payment in any twelve- (12-) month period.

ARTICLE 13 DISPUTE RESOLUTION

§ 13.1 Initial Decision Maker

(Paragraphs deleted)
(Intentionally deleted)

§ 13.2 Dispute Resolution

(Paragraphs deleted)

Claims shall be resolved in accordance with Section 15.3 of the General Conditions.

ARTICLE 14 TERMINATION OR SUSPENSION

§ 14.1 Termination

§ 14.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions. The amount to be paid to the Contractor in the event the Contract is terminated by the Owner for convenience shall be determined pursuant to Section 14.4.3 of the General Conditions.

§ 14.1.2 Termination by the Owner for Cause

§ 14.1.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of the General Conditions, the amount, if any, to be paid to the Contractor under Section 14.2.4 of the General Conditions shall not cause the GMP to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract a reasonable amount (as estimated by the Owner) for the costs and damages to compensate the Owner for any damage, cost or expense that the Owner suffers or is reasonably likely to suffer as a result of the Contractor's acts, or omissions, or, breach of contract or that of those for whose actions the Contractor is responsible, including any Subcontractors, Sub-subcontractors or Suppliers.

§ 14.1.2.2 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 14.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts, supply agreements, and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps, including the legal assignment of such contracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts, supply agreements, or purchase orders.

§ 14.1.3 Termination by the Owner for Convenience

(Paragraphs deleted)

See Section 14.4 of the General Conditions.

§ 14.2 Suspension

The Work may be suspended by the Owner as provided in Article 14 of the General Conditions; in such case, the GMP and Contract Time shall be increased as provided in Article 14 of the General Conditions.

ARTICLE 15 MISCELLANEOUS PROVISIONS

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

§ 15.2 The Owner's
(Paragraphs deleted)
Representative and Development Manager are set forth in the applicable Work Order.

§ 15.3 The Contractor's
(Paragraphs deleted)
Representative, Project Manager, and Superintendent are set forth in the applicable Work Order.

§ 15.4 Neither the Contractor's Representative, Project Manager, nor Superintendent shall be changed without ten (10) days' prior notice to the Owner or assigned to another project during the term of the applicable Work Order or Project without the prior written approval of the Owner, except for material health issues, death, or if the Contractor terminates the employment of such personnel. The Owner may request replacement of the Contractor's Project Manager or Superintendent at the Owner's reasonable discretion. The Owner may change its representatives immediately upon notice to the Contractor.

§ 15.5 Insurance and Bonds

§ 15.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in Article 11 of the General Conditions or as otherwise set forth in the applicable Work Order.

§ 15.5.2 The Contractor shall provide bonds as set forth in the applicable Work Order.

§ 15.6
(Paragraphs deleted)
(Intentionally omitted).

§ 15.7 Other provisions: As set forth in the applicable Work Order.

§ 15.8 The invalidity, voidness, illegality, or unenforceability of any provision of the Contract Documents shall not affect or invalidate the Contract or its any remaining provisions, which shall continue to maintain their vitality and validity, and the Contract shall be construed as if the invalid, void, illegal, or unenforceable provision had never been a part of the Contract. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid, void, or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal, valid, and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 15.9 All obligations of Owner and Contractor hereunder not fully performed as of and intended to survive the termination of the Agreement will survive the termination of the Agreement for a period of three (3) years, including but not limited to, indemnification, confidentiality, lien, termination payment, damage to existing structure and property, and post Substantial Completion obligations.

§ 15.10 The Contractor and the Owner acknowledge that they are bound by the terms of that certain NDA between the Contractor and the Owner identified herein.

§ 15.11 This Agreement and the General Conditions continue for a period of two (2) years, and upon expiration of such period, this Agreement and the General Conditions will automatically renew on a month-to-month basis until either party gives at least sixty (60) days prior notice of termination. Notwithstanding the foregoing, the terms of this Agreement and the General Conditions apply to any Work Orders or Proposals outstanding as of the effective date of termination, unless such Work Orders or Proposals are specifically terminated in accordance with this Agreement and the General Conditions.

§ 15.12 Leased Premises

The term "Landlord" shall mean the entity (if any) identified in the applicable Work Order from whom the Owner leases the Project site. The Contractor will comply with and will ensure that the Work conforms to and complies with the Lease Requirements.

§ 15.13 Contractor Registration

The Contractor hereby warrants and represents that it is a duly licensed to perform the Work under the laws of the jurisdiction in which the Project is located and that Contractor's applicable license numbers are as set forth in the applicable Work Order.

ARTICLE 16 ENUMERATION OF CONTRACT DOCUMENTS

§ 16.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated below:

- .1 This Agreement
- .2 (Intentionally omitted).
- .3 The General Conditions set forth in the applicable Work Order (or, if no reference is made in the Work Order, the General Conditions executed with this Agreement)
- .4 The following Exhibits:
 - Exhibit A – Form of Work Order
 - Exhibit B – Cost of the Work
 - Exhibit C – State Law Addendum
- .5 Drawings: As set forth in the applicable Work Order.
- .6 Specifications: As set forth in the applicable Work Order.
- .7 Addenda, if any: As set forth in the applicable Work Order.
- .8 Other Exhibits: As set forth in the applicable Work Order.
- .9 Other documents, if any: As set forth in the applicable Work Order.

This Agreement is executed as of the later date set forth below.

OWNER
(Signature)

CONTRACTOR
(Signature)

(Printed name and title)

(Printed name and title)

(Date Signed)

(Date Signed)

(v2021-04-20 (2022-01-21)) (SE 1.0 CE 1.0)

EXHIBIT A
[FORM OF] CONTRACTOR WORK ORDER [#__]

Site Code/Project Address: _____
Project Name: _____
Dated for Reference Purposes: _____, _____

This Work Order is entered into and made a part of the AIA A102-2017 Agreement, dated for reference purposes as of _____, 20__ (the "Agreement"), between _____ and _____ ("Contractor"). Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement. With respect to this Work Order, the entity that executes this Work Order as "Owner" shall be the Owner for all purposes under this Work Order and under the Agreement with respect to this Work Order.

[The Owner and the Contractor executed a Contractor AIA Proposal, dated for reference purposes as of _____, _____ (the "AIA Proposal"), relating to certain work. The terms of this Work Order and the other Contract Documents will apply to the work performed under the AIA Proposal, and the amount of the Purchase Order is included within the GMP. Any inconsistencies between the terms of the AIA Proposal and the Contract Documents will be resolved in favor of the Contract Documents.]

[The Owner issued purchase order #[_____] , dated _____, _____ (the "Purchase Order"), relating to certain work. The terms of this Work Order and the other Contract Documents will apply to the work performed under the Purchase Order, and the amount of the Purchase Order is included within the GMP. Any inconsistencies between the terms of the Purchase Order and the Contract Documents will be resolved in favor of the Contract Documents.]

1. Basic Information:

a. Owner (Name, legal status, address, and other information):

[_____]
c/o Amazon.com, Inc.
410 Terry Ave. N
Seattle, WA 98109-5210
Attn: Real Estate Manager ([NA Ops][GREF]: [Site Code])

With a copy to:
[_____]
c/o Amazon.com, Inc.
410 Terry Ave. N
Seattle, WA 98109-5210
Attn: General Counsel (Real Estate: [Site Code])

With an e-mail copy to:
[GREF:]
[global-lease-abstraction@amazon.com and
notifygreflegal@amazon.com]
[NA Ops:]
[na-realestate@amazon.com,
opsrelegalnotice@amazon.com, and
ops-legal-construction@amazon.com]
(Subject Line - Re: [Site Name/Site Code])

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

c. Project Description:

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

2. Owner's Project team (A102, § 15.2):

a. Owner's Representative: _____

b. Development Manager: _____

c. Construction Team Lead: _____

d. Construction Manager Lead: _____

3. Contractor's Project team (A102, § 15.3):

a. Contractor's Representative: _____

b. Contractor's Project Manager: _____

c. Contractor's Superintendent: _____

4. Scope of Work, assumptions, inclusions, exclusions, qualifications, and clarifications (A102, § 5.2.4): _____ as further described in Exhibit A to this Work Order.

a. [Design-Build Subcontractors (A102, § 10.4.1): _____.]

(Paragraph deleted)

5. Time for Performance and Completion of Work:

a. [Date of Notice to Proceed and/or Commencement Date, if other than the date of the Notice to Proceed (A102, § 4.1): _____.]

b. Required date of Substantial Completion (A102, § 4.3.1; A201, § 9.8.1): _____.

i. [In addition, the Contractor shall achieve Milestone Dates for certain portions of the Work by an earlier date as set forth below: Portion of Work: _____ Milestone Date: _____.]

(Paragraph deleted)

c. Required date of Final Completion (A201, §§ 3.10.1.1, 8.1.5, 8.2.4): [Within thirty (30) calendar days after Substantial Completion].

d. Project Schedule (A201, § 3.10): If available as of the date hereof, the construction schedule is set forth in Exhibit B to this Work Order.

e. Liquidated damages (A102, § 5.1.6): [*NTD: Modify as appropriate for deferred start or stepped increases of liquidated damages.*]

[IF LDs][\$_____ per day for each calendar day beyond the required date of Substantial Completion, until Substantial Completion is achieved. The Owner shall have the right to deduct any damage amounts due to the Owner under this Section from any compensation otherwise due to the Contractor (first applied from the Contractor's Fee).]

[NO LDs][The liquidated damages provisions of Section 5.1.6 of the Agreement shall not apply to the Project and the parties shall have all remedies available under Section 5.1.6 of the Agreement and at law or equity, subject to the other provisions of the Contract, in the event of the Contractor's failure to achieve Substantial Completion within the Contract Time and by the required date of Substantial Completion. The Owner shall be entitled to collect from the Contractor the actual damages the Owner incurs because of the Contractor's failure to achieve Substantial Completion by the required date of Substantial Completion. Such actual damages shall include costs incurred: (a) to expedite the services or work of any Prime Consultant or Separate Contractor or the Development Manager to avoid having to holdover in existing premises or to find replacement premises or (b) to holdover in existing premises or to find and occupy replacement premises, including, but not limited to, increased rent, moving, storage, transportation, fit-out, and temporary occupancy costs. The Owner shall have the right to deduct any damage amounts due to the Owner under this Section from any compensation otherwise due to the Contractor (first applied from the Contractor's Fee).]

6. Compensation:

- a. Guaranteed Maximum Price (A102, § 5.1): \$ _____. A breakdown of the Guaranteed Maximum Price ("GMP") is set forth in Exhibit C to this Work Order.
- b. Contractor's Fee (A102, § 5.1.1): _____ percent (____%) of the Cost of the Work, to be reimbursed per Article 7 of the Agreement. [Changes in the scope of the Work that affect the GMP, including additions and reductions, will result in proportionate changes in the Contractor's Fee, both upward and downward, calculated on the same percentage.] There shall be no Contractor's Fee on any applicable Taxes due on the total amount of any progress, final, or retainage payments, reimbursements for insurance or bonds, Contractor's Fee, or budgeted or unused portions of any contingency amount.
- c. The cost estimate used to determine the GMP is attached as Exhibit C-1 to this Work Order (A102, § 5.2.1).
- d. The Contingency amounts included in the GMP (A102, §§ 5.2.7, 5.2.7.2):
 - i. Contractor's Contingency: \$ _____. Contractor's Contingency can only be used by the Contractor if approved by Owner or Owner's Representative and Development Manager in writing.
 - ii. Owner's Contingency: \$ _____. Owner's Contingency is solely for use by the Owner in its sole discretion and may be used in lieu of granting the Contractor an increase to the GMP to which the Contractor would otherwise be entitled.
 - iii. Any unused Contingency amounts remaining as of Final Completion shall accrue to the benefit of the Owner and the parties shall execute a Change Order to reduce the GMP by the amount of the unused balance, if any, in the Contingency amounts.
- e. Insurance Cost Percentage included in the GMP, if any (A102, §§ 5.2.9, Exhibit B, Paragraph 2.m): _____ percent (____%) of the Cost of the Work.
- f. [Allowances included in the GMP (A102, § 5.2.3): See Exhibit C to this Work Order[or C-1]]
- g. [The Schedule of the Contractor's labor rates including wages, salaries, personnel costs, labor burden and overtime costs is set forth in Exhibit C-2 to this Work Order (A102, Exhibit B, Paragraphs 2.a, 2.b, 2.c and 2.d).]
- h. [Contractor's Equipment Rental Rates (A102, Exhibit B, Paragraph 2.f): Contractor's Equipment Rental Rates are set forth in Exhibit C-3 to this Work Order.]

7. Additional documents constituting the Contract Documents:

- a. General Conditions (A201): The General Conditions applicable to this Work Order are attached as Exhibit G to this Work Order.
- b. Specifications (A102, § 16.1.6): [See Exhibit E to this Work Order[or F if included in Drawings]] [OR] [List the Specifications here]

- c. Drawings (A102, § 16.1.5): [See Exhibit F to this Work Order] [OR] [List the Drawings here]
 - d. Additional Documents (A102, § 16.1.9): [None][OR][If available as of the date hereof and applicable for the Project, the Design Responsibility Matrix is attached to this Work Order as Exhibit D.]
8. [Landlord, if any (A102, § 15.12): _____.]
9. Surveys (A201, § 2.3.4): The Owner has not provided the Contractor with any of the information listed in Section 2.3.4 of the General Conditions. The Contractor has not requested any additional documents in order to perform the Work.
10. Additional Indemnified Parties (A201, § 3.18.1): _____.
11. Known Environmental Conditions (A201, § 10.3.1): [The Known Environmental Conditions applicable to this Work Order are [listed below][set forth in Exhibit H]. The documents are available for review by the Contractor.][OR][None.].
12. Other Provisions (A102, § 15.7):

(Table deleted)

- a. For purposes of delivering the statutory notices to the Owner described in Section 9.3.4 of the General Conditions, the Owner's name, address, and phone number shall be as follows: [_____] , c/o Amazon.com, Inc., 410 Terry Ave. N, Seattle, WA 98109-5210, Attn: General Counsel (Real Estate: [Site Code]), Phone: (206) 266-1000, [GREF:][global-lease-abstraction@amazon.com and notifygreflegal@amazon.com][NA Ops:][na-realestate@amazon.com, opsrelegalnotice@amazon.com, and ops-legal-construction@amazon.com].
- b. Notice (A201, §§ 1.6, 10.2.9, 15.1.3.1): For all items requiring that the Contractor notify or give notice to the Owner, the Owner's Construction Team Lead and Owner's Construction Manager Lead shall also be so notified or provided a copy of such notice. [For ATS projects: An e-mail copy shall also be sent to ats-construction-cost@amazon.com] [For AMZL projects: An e-mail copy shall also be sent to amzl-construction-cost@amazon.com] [For all other projects: N/A]
- c. Change Orders: All proposed Change Orders, Change Orders, or any other adjustments to the GMP must also be sent to the Owner's Construction Team Lead and Owner's Construction Manager Lead with an e-mail copy to [For ATS projects: ats-construction-cost@amazon.com] [For AMZL projects: amzl-construction-cost@amazon.com] [For all other projects: N/A].
- d. [Specific obligations of the Contractor regarding Hazardous Materials (A201, § 10.3): _____.]

13. Miscellaneous Provisions:

(Table deleted)

- a. Contractor Registration (A102, § 15.13): License Number _____ . State: _____ .
- b. [Permits to be obtained by Owner, if any (A201, § 3.7.1): _____.]
- c. If for any reason one or more provisions of this Work Order are held to be invalid, void, illegal, or unenforceable, the other provisions of this Work Order shall not be affected and shall continue to maintain their vitality and validity, and this Work Order shall be construed as if the invalid, void, illegal, or unenforceable provision had never been a part of this Work Order.

Work Order Exhibits:

Exhibit A: Scope of Work

- Exhibit B: Project Schedule
- Exhibit C: GMP Breakdown
- Exhibit C-1: Cost Estimate
- Exhibit C-2: Schedule of Labor Costs
- Exhibit C-3: Schedule of Contractor's Equipment Rental Rates
- [Exhibit D: Design Responsibility Matrix]
- [Exhibit E: Specifications]
- Exhibit F: Drawings
- Exhibit G: General Conditions
- [Exhibit H: Lease Requirements]

(Remainder of page intentionally blank; signature page follows.)



IN WITNESS WHEREOF, the parties hereto have caused this Work Order to be executed as of the dates set forth below.

OWNER: [INSERT OWNER ENTITY]

By: _____

Name: _____

Its: _____

Date Signed: _____

CONTRACTOR: [INSERT CONTRACTOR ENTITY]

By: _____

Name: _____

Its: _____

Date Signed: _____



EXHIBIT B COST OF THE WORK

Reimbursable Cost of the Work

1. The reimbursable Cost of the Work shall be the actual costs paid by the Contractor that are necessarily incurred for the proper performance of the Work on this Project. Such costs shall not exceed rates that are standard in the area of the Project without the prior written approval of the Owner or as stated below. Subject to the terms of Paragraphs 2, 3 and 4 below, the reimbursable Cost of the Work shall include the following:
 - a. The Contractor's actual costs for labor, including related labor burden, for employees utilized in the Work, as further defined below, or as set forth in the applicable Work Order.
 - b. The Contractor's actual costs for materials, equipment, services and supplies incorporated in or used for the Work, as further defined below.
 - c. The Contractor's actual costs for work performed by Subcontractors, as further defined below.
 - d. The Contractor's costs for insurance and taxes on its business operations (including business and occupation tax), as further defined below.

Reimbursable costs are to be the net amounts paid by the Contractor after any cash, early payment or trade discounts, returns, refunds, credits, retention or similar amounts have been deducted. The Contractor shall actively work to obtain trade discounts, cash discounts, rebates, or other credits that are available to reduce Project costs. The Contractor shall notify the Owner in a timely manner of any early payment requirements or other action that may be needed by the Owner to obtain a discount. If, at its sole discretion, the Owner declines to take the needed action, the Contractor may also decline to obtain the discount.

In some instances, the General Conditions refer to costs to be at the "Contractor's expense" (or similar terms). To the extent such costs would otherwise meet the requirements for a Cost of the Work as described in Paragraph 2 of this Exhibit, those costs shall be reimbursable, but without any adjustment in the GMP.

2. To the extent consistent with the other terms of the Contract, the Cost of the Work shall specifically include the Contractor's actual costs for the following:
 - a. Wages or salaries of supervisory and administrative personnel assigned to the Project and working at the Project site or temporarily traveling in conjunction with their work at the Project site at the rates set forth in the applicable Work Order. For a salaried employee who is working full time on the Project, wages paid during holidays, vacations, sick leave and maternity leave (paid time off) are a reimbursable Cost of the Work within the limits of the Contractor's standard employee benefit policies at the rates set forth in the applicable Work Order. Should the paid time off be extensive enough to require that the person be replaced on the Project, then only the cost of the replacement person is to be included. Labor to perform accounting functions is addressed in Paragraph 4.d of this Exhibit, except for invoice coding and payroll timesheets when those activities are completed by on-site staff where the employee's wages are otherwise a reimbursable Cost of the Work as provided in this Paragraph.

The wages and salaries of certain Contractor supervisory and administrative employees performing preconstruction services will be reimbursable Cost of the Work at the rates set forth in the applicable Work Order even though the personnel are not assigned to the Project site only if authorized or approved in advance by the Owner.

The wages and salaries of certain other Contractor supervisory and administrative employees performing services that support the Work will be reimbursable Cost of the Work even though the personnel are not assigned to the Project site only if specifically approved in advance by the Owner.

- b. Labor burden for salaried employees, including the actual cost of employee and/or union benefits, an allocation for worker's compensation calculated at sixty percent (60%) of the standard state rate for the employee classification (before experience modifiers) and the actual costs by employee for FICA, Medicare, SUTA and FUTA, including the effect of applicable statutory wage limits and other factors

are included in the rates set forth in the applicable Work Order. Costs for company vehicles assigned to salaried (or hourly) employees and other equipment such as cell phones, PDA's, and the like are not included in labor burden but may separately be reimbursable as provided in Paragraph 2.e of this Exhibit.

- c. Wages of hourly construction workers directly employed by the Contractor to perform the construction of the Work when located at the Project site or, with the Owner's prior written approval, at off-site workshops at the rates set forth in the applicable Work Order.
- d. Labor burden for hourly employees including the actual cost of employee and/or union benefits, an allocation for worker's compensation calculated at sixty percent (60%) of the standard state rate for the employee classification (before experience modifiers), and labor burden related to FICA, Medicare, SUTA and FUTA, accurately addressing the effect of applicable statutory wage limits and other factors at the rates set forth in the applicable Work Order. Labor burden shall not include small tools, safety supplies, consumable supplies, drug testing or similar items which may separately be Reimbursable Costs as provided in Paragraph 2.e of this Exhibit.
- e. Materials, tools, minor equipment, permits, fees and services purchased, rented, leased or used for the Work, including related costs of transportation, storage, repairs and taxes paid on such items at the time of purchase (this does not include Taxes due on progress, final, or retainage payments). Any surplus or excess materials or tools or minor equipment remaining as the Work as completed shall be returned for refund or sold for fair value by the Contractor, with all proceeds applied to reduce the reimbursable Cost of the Work.
- f. The cost of all Contractor owned rental equipment, materials or temporary structures including any repair and maintenance costs except normal wear and tear. Rental equipment shall be obtained from the lowest cost rental source whether it is the Contractor or a third party. Repair and/or maintenance of the Contractor's equipment is not intended to restore the equipment to a condition better than it was when it initially came to the Project. If the Contractor rents equipment from a third party, then the rate shall be the lowest available rate.

Contractor shall maintain and repair all tools and equipment and to safeguard said tools and equipment from loss, vandalism, and theft.

The rental equipment rate for equipment owned by Contractor shall be charged at the lower of seventy-five percent (75%) of the current AED Green Books (published by Equipment Watch) published rate or the current rate as listed in the equipment rental Exhibit to the applicable Work Order. Recovery periods should reflect useful life for each category of equipment.

Each item in the equipment rental Exhibit to the applicable Work Order shall include adequate identifying information such as use, manufacturer, make, model, dimensions/length, blade size, capacity, fuel usage, horse power, voltage/amperage, weight, etc., such that accurate identification can be determined. These descriptors shall match Contractor's owned equipment rental log.

With respect to Contractor's owned equipment, rental shall be based on monthly rates but prorated on a daily basis (monthly rate divided by 30.4). Days used to prorate monthly rates to daily should be consistent with the calculation of days to charge each piece of rental equipment.

All rental equipment owned by Contractor that has been used to construct the Project and that has accumulated rental charges equal to seventy-five percent (75%) of the Contractor's current replacement cost for the equipment shall be provided for the remainder of the Project at no additional rental cost and shall remain as property of the Contractor. Replacement costs on a piece of equipment may not be modified during the term of the applicable Work Order.

Each piece of Contractor owned equipment rented to the Project shall be identified by a unique number and the use of each piece of equipment shall be tracked by that number on Contractor's owned equipment rental log for the Project. The Contractor's owned equipment rental log shall include a unique equipment identification number, a definitive equipment description, date on site, date off site, replacement cost, monthly rate pro-rated to daily, days billing per month, this month billing calculation and cumulative billing to date, maximum rental allowed for each rented item. The Contractor's owned equipment rental log shall be available in Excel format or other format requested by the Owner.

- g. Payments made to Subcontractors and Suppliers in accordance with the terms of the Project subcontracts

and supply agreements. To properly control costs, the Contractor shall ensure that subcontracts or supply agreements awarded on a cost reimbursable or cost-plus basis have terms for costs to be reimbursed similar to those in this Exhibit.

- h. Costs for Subcontractor performance guarantees to the extent required by the Contract.
- i. Expenses for travel outside the metropolitan area in which the Project is located incurred by the Contractor's employees in connection with the Work if the travel has been approved in advance by the Owner.
- j. Repairs or corrections for damaged or nonconforming Work, provided the repairs or corrections were not caused by the negligence of the Contractor, and only to the extent the cost is not recoverable by the Contractor from others.
- k. Costs of Contractor's performance & payment bonds, to the extent required under the Contract.
- l. Other similar, customary and appropriate costs of the Contractor's Work when approved in writing by the Owner.
- m. That portion of the cost of insurance maintained by the Contractor that is directly attributable to the Project expressed as a percentage of the Cost of the Work ("Insurance Cost Percentage"). The Insurance Cost Percentage applicable to the Project will be set forth in the applicable Work Order. Insurance costs to be included in any Application for Payment shall equal the Cost of the Work (other than insurance costs) included in such Application for Payment multiplied by the Insurance Cost Percentage.
- n. Costs for any additional project-specific insurance purchased only for this Project with the Owner's prior written approval. This does not include any of the insurance in the previous Paragraph 2.m.
- o. The Contractor's actual cost of taxes on its business operations (including business and occupation tax) directly attributable to the Contractor's revenue from this Project. Changes in the effective tax rates on business operations (including business and occupation tax) after the GMP is calculated may warrant an equitable adjustment in the GMP.
- p. To the extent allowed by the terms of the Contract Documents, costs incurred by the Contractor for warranty work may be a reimbursable Cost of the Work under the same terms as costs incurred prior to the warranty period.

Costs Not to Be Reimbursed

- 3. The reimbursable Costs of the Work shall not include the following:
 - a. Costs included in the Contractor's Fee as provided in Paragraph 4 below.
 - b. Costs resulting from the Contractor's or a Subcontractor's or Supplier's willful, malicious or intentionally wrongful acts or failures to act, breach of the Contract by Contractor, or negligent performance of the Work by the Contractor or its Subcontractors or Suppliers.
 - c. Costs that could be reimbursed for more than one category, including by way of example only, equipment costs that the Contractor might otherwise include in hourly rates for personnel.
 - d. Any cost not included as a reimbursable Cost of the Work in Paragraph 2 above, except with the Owner's prior written approval.
 - e. Deductibles paid under the Owner's all risk property insurance, subject to the cap set forth in Section 11.3.1.3 of the General Conditions.
 - f. Contractor's costs not part of or due to the Project.

Costs Included in the Contractor's Fee

- 4. The Contractor's Fee shall constitute the Contractor's sole compensation for the following aspects of the Contractor's business, and the following costs shall not be a Cost of the Work:
 - a. The salaries and other compensation for Contractor's personnel stationed at Contractor's principal office or offices other than the Project site office, except for Contractor's personnel specifically listed in the applicable Work Order as a reimbursable Cost of the Work within Contractor's General Conditions Costs.

- b. The Contractor's profit, including profit on all self-performed Work.
- c. Profit margins or similar mark-ups on costs for Work performed by subsidiaries or other related entities of the Contractor unless specifically disclosed to and approved by the Owner.
- d. Costs associated with support staff normally stationed in the Contractor's principal office or offices other than the Project site office providing accounting, data processing and information technology, general corporate management and supervision (including company-wide safety officers), equipment rental, labor relations, legal and similar functions except as specifically provided in Paragraph 2 of this Exhibit or specifically approved in advance by the Owner.
- e. Costs of centralized and generally shared data processing, information technology and communications equipment, systems and networks maintained at or from the Contractor's principal office or offices other than the Project site office, except as specifically provided in Paragraph 2 of this Exhibit.
- f. Costs associated with bonuses, incentives, incentive compensation, stock options, deferred compensation and similar employee programs, regardless of where the employee is stationed for the Work.
- g. Discretionary costs intended to be incentives or recognition for Project team members such as lunches, parties, clothing, awards and similar expenses, unless approved in advance by the Owner.
- h. Cost of the Contractor's share of mediation and/or dispute resolution, if any, as provided in Section 15.3 of the General Conditions.
- i. Legal, mediation, and arbitration costs including attorney fees related to disputes or actions between the Contractor and its employees, Subcontractors, Suppliers and other third parties (including Owner), unless approved in advance by the Owner.
- j. Uncompensated losses related to insurance maintained by the Contractor, including those due to deductibles or self-insured retentions, or due to other causes, including denials of coverage and claims exceeding policy limits. Deductibles and/or self-insured retentions associated with worker compensation insurance are compensated as a part of labor burden.
- k. Accrued costs or contingent costs to cover self-insurance, self-insured retention or insurance deductibles, including the property insurance deductible amount set forth in Section 11.3.1.3 of the General Conditions.
- l. Financing or other costs of capital employed in the Work.
- m. Costs the Contractor may incur that are not a reimbursable Cost of the Work or costs that exceed the GMP as adjusted by Change Orders.

EXHIBIT C
2018 STATE LAW ADDENDUM

Contractor agrees to comply with the additional terms and conditions contained in this State Law Addendum for the state where the Project is located (listed in the applicable Work Order or Proposal), which will supersede and have priority over any inconsistent or conflicting terms or provisions contained in the applicable Work Order or Proposal, the Agreement, or the General Conditions. References to the A102 and A201 are to the applicable Agreement and General Conditions respectively.

State Supplement List

Alabama	Illinois	Montana	Rhode Island
Alaska	Indiana	Nebraska	South Carolina
Arizona	Iowa	Nevada	South Dakota
Arkansas	Kansas	New Hampshire	Tennessee
California	Kentucky	New Jersey	Texas
Colorado	Louisiana	New Mexico	Utah
Connecticut	Maine	New York	Vermont
Delaware	Maryland	North Carolina	Virginia
District of Columbia	Massachusetts	North Dakota	Washington
Florida	Michigan	Ohio	West Virginia
Georgia	Minnesota	Oklahoma	Wisconsin
Hawaii	Mississippi	Oregon	Wyoming
Idaho	Missouri	Pennsylvania	

ALABAMA

1. Retainage on payments to a Subcontractor, a Sub-subcontractor, or a Supplier will not exceed the retainage percentage on payments to Contractor, pursuant to Ala. Code § 8-29-3.
2. Section 9.3.4 (A201): Contractor will fully comply with Ala. Code tit. 35, ch. 11, art. 5, div. 8 (Mechanics and Materialmen Liens) in all respects and so that Contractor receives all notices thereunder.
3. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to Ala. Code § 8-29-3.

ALASKA

1. Section 9.3.4 (A201): Contractor will fully comply with Alaska Stat. tit. 34, ch. 35, art. 2 (Mechanics and Materialmen Liens) in all respects and so that Contractor receives all notices thereunder.

ARIZONA

1. Any lien waivers, including unconditional or conditional, required by the Contract Documents

will be in the form required by Ariz. Rev. Stat. § 33-1008(D).

2. Retainage on payments to a Subcontractor, a Sub-subcontractor, or a Supplier will not exceed the retainage percentage on payments to Contractor, pursuant to Ariz. Rev. Stat. § 32-1129.02.
3. Pursuant to Ariz. Rev. Stat. § 32-1158(A)(9), Owner has the right to file a written complaint with the Arizona Registrar of Contractors for an alleged violation of Ariz. Rev. Stat. § 32-1154(A) provided that such complaint is made within two (2) years of the occurrence of the alleged violation. The Arizona Registrar of Contractors phone number is (602) 542-1525 and their website address is www.azroc.gov.
4. Section 9.3.4 (A201): Contractor will fully comply with Ariz. Rev. Stat. tit. 33, ch. 7, art. 6, (Mechanics' and Materialmen's Liens) in all respects and so that Contractor receives all notices thereunder.
5. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and

Suppliers are paid pursuant to Ariz. Rev. Stat. § 32-1129.02.

6. Paragraph 2(m) of A102, Exhibit B (Cost of the Work) is revised to read as follows: "Arizona State Sales Tax ("ASST") on consumable supplies and equipment rented from third parties as required by law that are separate from the ASST on the total cost of the Work added to the Applications for Payment."

ARKANSAS

1. Section 9.3.4 (A201): Contractor will fully comply with Ark. Code tit. 18, ch. 44 (Mechanics' and Materialmen's Liens) in all respects and so that Contractor receives all notices thereunder.

CALIFORNIA

1. Any lien waivers, including unconditional or conditional, required by the Contract Documents will be in the appropriate form required by Cal. Civ. Code §§ 8132, 8134, 8136 and 8138.
2. Contractor will release retention to its Subcontractors, Sub-subcontractors, or Suppliers within ten (10) days after receiving all or part of a retention payment, pursuant to Cal. Civ. Code § 8814.
3. Section 9.3.4 (A201): Contractor will fully comply with Cal. Civ. Code div. 4, pt. 6, tit. 2, ch. 4 (Mechanics Liens) in all respects and so that Contractor receives all notices thereunder.
4. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to Cal. Bus. & Prof. Code § 7108.5.

COLORADO

1. Section 9.3.4 (A201): Contractor will fully comply with Colo. Rev. Stat. tit. 38, art. 22 (General Mechanics' Lien) in all respects and so that Contractor receives all notices thereunder.
2. Section 9.6.7 (A201): Pursuant to Colo. Rev. Stat. § 38-22-127, all funds disbursed to Contractor or Subcontractors, Sub-subcontractors, Suppliers or any other entity on account of the Project will be held in trust for the payment of the Subcontractors, Sub-subcontractors, Suppliers or any other entity that has furnished laborers, materials, services, or labor, who have a lien, or may have a lien, against the Project site, or who claim, or may claim, against a principal and surety under the provisions of this Section and for which such disbursement was made, subject to the other requirements of Colo. Rev. Stat. § 38-22-127.

CONNECTICUT

1. Section 5.3.1 (A201): Contractor will include provisions in its subcontracts ensuring that all Subcontractors, Sub-subcontractors, and Suppliers comply with Conn. Gen. Stat. § 42-158j.
2. Section 9.3 (A201): Contractor will include in each Application for Payment a statement showing the status of all pending Change Orders, Construction Change Directives, and other pending modifications to the Contract Documents. Such statement will identify all pending Change Orders, Construction Change Directives, and other pending modifications, and will include the date such item was initiated, the costs associated with the item's performance and a description of any Work completed. Conn. Gen. Stat. § 42-158j.
3. Section 9.3.4 (A201): Contractor will fully comply with Conn. Gen. Stat. tit. 49, ch. 847 (Liens) in all respects and so that Contractor receives all notices thereunder.
4. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to Conn. Gen. Stat. § 42-158j.

DELAWARE

1. Section 5.3.1 (A201): Contractor will include provisions in its subcontracts consistent with 6 Del. Code § 3506.
2. Section 9.3.4 (A201): Contractor will fully comply with Del. Code tit. 25, ch. 27 (Mechanics' Liens) in all respects and so that Contractor receives all notices thereunder.
3. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to 6 Del. Code §§ 3501-3509.
4. Section 9.6.7 (A201): Pursuant to 6 Del. Code § 3502, all moneys or funds received by Contractor, will be trust funds in the hands of Contractor. Contractor will not pay out, use, or appropriate any amounts paid to it until such amounts have first been applied to the payment all amounts due and owing by Contractor to its Subcontractors, Sub-Subcontractors, and Suppliers, pursuant to 6 Del. Code § 3503.

DISTRICT OF COLUMBIA

1. Section 9.3.4 (A201): Contractor will fully comply with D.C. Code tit. 40, ch. 3 (Mechanics, Materialmen, and Contractors Liens) in all respects and so that Contractor receives all notices thereunder.

2. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to D.C. Code §§ 27-134 and 27-135.

FLORIDA

1. Any lien waivers, including unconditional or conditional, required by the Contract Documents will be in the appropriate form required by Fla. Stat. § 713.20.
2. Section 9.3.4 (A201): Contractor will fully comply with Fla. Stat. tit. XL, ch. 713, pt. 1 (Construction Liens) in all respects and so that Contractor receives all notices thereunder.
3. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to Fla. Stat. § 715.12.

GEORGIA

1. Any lien waivers, including unconditional or conditional, required by the Contract Documents will be in the appropriate form required by Ga. Code § 44-14-366.
2. Not later than fifteen (15) days after Contractor physically commences Work on the Project site, a notice of commencement will be filed by Contractor with the clerk of the superior court in the county in which the Project is located. A copy of the notice of commencement will be posted on the Project site. The Notice of Commencement will comply with Ga. Code § 44-14-361.5.
3. Contractor will release retention to its Subcontractors, Sub-subcontractors, or Suppliers within ten (10) days after receiving all or part of a retention payment, pursuant to Ga. Code § 13-11-6.
4. Section 9.3.4 (A201): Contractor will fully comply with Ga. Code. tit. 44, ch. 14, art. 8, pt. 3 (Mechanics and Materialmen) in all respects and so that Contractor receives all notices thereunder.
5. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to Ga. Code § 13-11-4.

HAWAII

1. Section 9.3.4 (A201): Contractor will fully comply with Haw. Rev. Stat. §§ 507-41 *et. seq.* (Mechanic's and Materialmen's Lien) in all respects and so that Contractor receives all notices thereunder.
2. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and

Suppliers are paid pursuant to Haw. Rev. Stat. § 444-25.

IDAHO

1. Contractor will release retention to its Subcontractors, Sub-subcontractors, or Suppliers within ten (10) days after receiving all or part of a retention payment, pursuant to Idaho Code § 29-115(4).
2. Section 9.3.4 (A201): Contractor will fully comply with Idaho Code § 45, ch. 5 (Liens of Mechanics and Materialmen) in all respects and so that Contractor receives all notices thereunder.

ILLINOIS

1. Section 9.3 (A201): Pursuant to 770 Ill. Comp. Stat. 60/5, Contractor will submit with each Application for Payment a statement in writing, under oath or verified by affidavit, of the names and addresses of the parties furnishing labor, services, material, fixtures, apparatus or machinery, and forms or form work (including all Subcontractors, Sub-subcontractors, and Suppliers) on the Project and of the amounts due or to become due to each.
2. Section 9.3.4 (A201): Contractor will fully comply with 770 Ill. Comp. Stat. 60 (Mechanics Lien Act) in all respects and so that Contractor receives all notices thereunder.
3. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to 815 Ill. Comp. Stat. 603/10(2).
4. Sections 9.6.8.2, 13.7.2 (A201): Any subordination of lien rights will be done pursuant to Illinois law, including 770 Ill. Comp. Stat. 60/1.

INDIANA

1. Section 9.3.4 (A201): Contractor will fully comply with Ind. Code. tit. 32, art. 28, ch. 3 (Mechanic's Liens) in all respects and so that Contractor receives all notices thereunder.

IOWA

1. Section 9.3.4 (A201): Contractor will fully comply with Iowa Code tit. XIV, ch. 572 (Mechanic's Liens) in all respects and so that Contractor receives all notices thereunder.

KANSAS

1. Section 9.3.4 (A201): Contractor will fully comply with Kan. Stat. ch. 60, art. 11 (Liens for Labor and Material) in all respects and so that Contractor receives all notices thereunder.

2. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to Kan. Stat. § 16-1803.

KENTUCKY

1. Contractor will release retention to its Subcontractors, Sub-subcontractors, or Suppliers within fifteen (15) days after receiving all or part of a retention payment, pursuant to Ky. Rev. Stat. § 371.410.
2. Section 9.3.4 (A201): Contractor will fully comply with Ky. Rev. Stat. tit. XXXI, ch. 376 (Statutory Liens) in all respects and so that Contractor receives all notices thereunder.
3. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to Ky. Rev. Stat. § 371.405.

LOUISIANA

1. Section 9.3.4 (A201): Contractor will fully comply with La. Rev. Stat. §§ 9:4801 *et seq.* (Private Works Act) in all respects and so that Contractor receives all notices thereunder.
2. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to La. Rev. Stat. § 9:2784.

MAINE

1. Contractor will release retention to its Subcontractors, Sub-subcontractors, or Suppliers within seven (7) days after receiving all or part of a retention payment, pursuant to Me. Rev. Stat. tit. 10, § 1116.
2. Section 9.3.4 (A201): Contractor will fully comply with Me. Rev. Stat. tit. 10, pt. 7, ch. 603 in all respects and so that Contractor receives all notices thereunder.
3. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to Me. Rev. Stat. tit. 10, §§ 1114 – 1116.

MARYLAND

1. Retainage on payments to a Subcontractor, a Sub-subcontractor, or a Supplier will not exceed the retainage percentage on payments to Contractor, pursuant to Md. Code, Real Prop. § 9-304.
2. Section 9.3.4 (A201): Contractor will fully comply with Md. Code, Real Prop. tit. 9, sub. 1

(Mechanics' Liens) in all respects and so that Contractor receives all notices thereunder.

3. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to Md. Code, Real Prop. § 9-302.

MASSACHUSETTS

1. Any lien waivers, including unconditional or conditional, required by the Contract Documents will be in the form required by Mass. Gen. Laws ch. 254, § 32.
2. Section 9.3.4 (A201): Contractor will fully comply with Mass. Gen. Laws ch. 254 (Liens on Buildings and Land) in all respects and so that Contractor receives all notices thereunder.
3. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to Mass. Gen. Laws ch. 149, § 29E.
4. Section 9.6.8.2 (A201): Contractor will and hereby does subordinate all of its lien rights and will ensure that all its Subcontractors, Suppliers and Sub-subcontractors will subordinate their lien rights, to the lien of the mortgage(s) relating to this Project held by lender(s) for the Project, their successors or assigns to the maximum extent permitted by applicable law.

MICHIGAN

1. Any lien waivers, including unconditional or conditional, required by the Contract Documents will be in the form required by Mich. Comp. Laws § 570.1115.
2. Section 9.3.4 (A201): Contractor will fully comply with Mich. Comp. Laws § 570.1101 *et seq.* (Construction Lien Act) in all respects and so that Contractor receives all notices thereunder.

MINNESOTA

1. Section 9.3.4 (A201): Contractor will fully comply with Minn. Stat. ch. 514 (Liens Against Property) in all respects and so that Contractor receives all notices thereunder.
2. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to Minn. Stat. § 337.10.
3. Section 13.1 (A201): The Contract will be governed by the laws of the State of Minnesota, pursuant to Minn. Stat. § 337.10.

MISSISSIPPI

1. Section 9.3.4 (A201): Contractor will fully comply with Miss. Code §§ 85-7-401 *et seq.* (Special Liens on Real Estate or Other Property) in all respects and so that Contractor receives all notices thereunder.
2. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to Miss. Code § 87-7-5.

MISSOURI

1. Retainage on payments to a Subcontractor, a Sub-subcontractor, or a Supplier will not exceed the retainage percentage on payments to Contractor, pursuant to Mo. Stat. § 436.315.
2. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to Mo. Stat. §§ 436.318 and 436.324.
3. Section 9.3.4 (A201): Contractor will fully comply with Mo. Stat. §§ 429.010 *et seq.* (Mechanics' and Materialmen's Liens) in all respects and so that Contractor receives all notices thereunder.

MONTANA

1. Retainage on payments to a Subcontractor, a Sub-subcontractor, or a Supplier will not exceed the retainage percentage on payments to Contractor, pursuant to Mont. Code § 28-2-2110.
2. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to Mont. Code § 28-2-2103.
3. Section 9.3.4 (A201): Contractor will fully comply with Mont. Code tit. 71, ch. 3, pt. 5 (Construction Liens) in all respects and so that Contractor receives all notices thereunder.
4. Section 13.1 (A201): The Contract will be governed by the laws of the State of Montana, pursuant to Mont. Code § 28-2-2116.

NEBRASKA

1. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to Neb. Rev. Stat. § 45-1203.
2. Section 9.3.4 (A201): Contractor will fully comply with Neb. Rev. Stat. §§ 52-125 – 52-159 (Nebraska Construction Lien Act) in all respects and so that Contractor receives all notices thereunder.

NEVADA

1. Any lien waivers, including unconditional or conditional, required by the Contract Documents will be in the form required by Nev. Rev. Stat. § 108.2457.
2. Section 9.3.4 (A201): Contractor will fully comply with Nev. Rev. Stat. tit. 9, ch. 108 (Mechanics' and Materialmen's Liens) in all respects and so that Contractor receives all notices thereunder.
3. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to Nev. Rev. Stat. § 624.624.

NEW HAMPSHIRE

1. Section 9.3.4 (A201): Contractor will fully comply with N.H. Rev. Stat. tit. XLI, ch. 447 (Liens for Labor and Materials) in all respects and so that Contractor receives all notices thereunder.

NEW JERSEY

1. Section 9.3.4 (A201): Contractor will fully comply with N.J. Stat. tit. 2A, ch. 44A (Construction Lien Law) in all respects and so that Contractor receives all notices thereunder.
2. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to N.J. Stat. § 2A:30A-2.

NEW MEXICO

1. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to N.M. Stat. § 57-28-5.
2. Section 9.3.4 (A201): Contractor will fully comply with N.M. Stat. ch. 48, art. 2 (Mechanics' and Materialmen's Liens) in all respects and so that Contractor receives all notices thereunder.

NEW YORK

1. Any lien waivers, including unconditional or conditional, required by the Contract Documents will be in the form required by N.Y. Lien Law § 2-9.
2. Retainage on payments to a Subcontractor, a Sub-subcontractor, or a Supplier will not exceed the retainage percentage on payments to Contractor, pursuant to N.Y. Gen. Bus. Law § 756-c.
3. Section 9.3.4 (A201): Contractor will fully comply with N.Y. Lien Law ch. 33, art. 2 (Mechanics'

Liens) in all respects and so that Contractor receives all notices thereunder.

4. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to N.Y. Gen. Bus. Law §§ 756–758.

NORTH CAROLINA

1. Section 9.3.4 (A201): Contractor will fully comply with N.C. Gen. Stat. ch. 44A, art. 2 (Statutory Liens on Real Property) in all respects and so that Contractor receives all notices thereunder.
2. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to N.C. Gen. Stat. ch. 22C.

NORTH DAKOTA

1. Section 9.3.4 (A201): Contractor will fully comply with N.D. Cent. Code ch. 35-27 (Construction Lien) in all respects and so that Contractor receives all notices thereunder.

OHIO

1. Section 9.3.4 (A201): Contractor will fully comply with Ohio Rev. Code ch. 1311 (Liens) in all respects and so that Contractor receives all notices thereunder.
2. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to Ohio Rev. Code § 4113.61.

OKLAHOMA

1. Section 9.3.4 (A201): Contractor will fully comply with Okla. Stat. tit. 42, ch. 3 (Mechanics and Materialmen Liens) in all respects and so that Contractor receives all notices thereunder.

OREGON

1. Contractor is not engaged in any common enterprise with any Subcontractor and Contractor does not retain the right to control the manner and method in which any Subcontractor performs its Work.
2. The first, second, and third sentences of Section 3.18.2 of the General Conditions (A201) are replaced as follows:

"§ 3.18.2 FOR THE SOLE PURPOSE OF EFFECTING THE INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT AND NOT FOR THE BENEFIT OF ANY THIRD PARTIES UNRELATED TO THE INDEMNIFIED PARTIES, CONTRACTOR

SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY THAT MAY BE GRANTED IT UNDER ANY WORKERS COMPENSATION OR INDUSTRIAL IMMUNITY LAWS; PROVIDED, HOWEVER, THIS WAIVER DOES NOT APPLY TO ANY OREGON WORKERS COMPENSATION OR INDUSTRIAL IMMUNITY LAWS. THE CONTRACTOR SHALL DISCUSS, NEGOTIATE, AND REQUIRE EACH OF ITS SUBCONTRACTORS TO WAIVE ANY IMMUNITY THAT MAY BE GRANTED IT UNDER ANY WORKERS COMPENSATION OR INDUSTRIAL IMMUNITY LAWS; PROVIDED, HOWEVER, THIS WAIVER DOES NOT APPLY TO ANY OREGON WORKERS COMPENSATION OR INDUSTRIAL IMMUNITY LAWS."

3. Section 9.3.4 (A201): Contractor will fully comply with Or. Rev. Stat. tit. 9, ch. 87 (Statutory Liens) in all respects and so that Contractor receives all notices thereunder.
4. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to Or. Rev. Stat. § 701.630.

PENNSYLVANIA

1. Section 9.3.4 (A201): Contractor will fully comply with Pa. Cons. Stat. tit. 49 (Mechanics' Lien Law of 1963) in all respects and so that Contractor receives all notices thereunder.
2. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to 73 Pa. Cons. Stat. §§ 507, 509.

RHODE ISLAND

1. Section 9.3.4 (A201): Contractor will fully comply with R.I. Gen. Laws tit. 34, ch. 28 (Mechanics' Liens) in all respects and so that Contractor receives all notices thereunder.

SOUTH CAROLINA

1. The Owner and Contractor specifically waive S.C. Code § 29-6-30 and S.C. Code § 29-6-50 and agree to the rates of interest and payment periods specified in the Contract.
2. Section 9.3.4 (A201): Contractor will fully comply with S.C. Code tit. 29, ch. 5 (Mechanics' Liens) in all respects and so that Contractor receives all notices thereunder.
3. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to S.C. Code tit. 29,

ch. 6 (Payments to Contractors, Subcontractors, and Suppliers).

SOUTH DAKOTA

1. Section 9.3.4 (A201): Contractor will fully comply with S.D. Codified Laws tit. 44, ch. 9 (Mechanics' and Materialmen's Liens) in all respects and so that Contractor receives all notices thereunder.

TENNESSEE

1. Section 9.3.4 (A201): Contractor will fully comply with Tenn. Code tit. 66, ch. 11 (Mechanics' and Materialmen's Liens) in all respects and so that Contractor receives all notices thereunder.
2. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to Tenn. Code tit. 66, ch. 34 (Tennessee Prompt Pay Act of 1991).

TEXAS

1. Any lien waivers, including unconditional or conditional, required by the Contract Documents will be in the appropriate form required by Tex. Prop. Code §§ 53.281-.287.
2. Section 9.3.4 (A201): Contractor will fully comply with Tex. Prop. Code tit. 5, ch. 53 (Mechanic's, Contractor's, or Materialman's Lien) in all respects and so that Contractor receives all notices thereunder.
3. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to Tex. Prop. Code § 28.002.

UTAH

1. Retainage on payments to a Subcontractor, a Sub-subcontractor, or a Supplier shall be the same retainage percentage on payments to Contractor, pursuant to Utah Code § 13-8-5.
2. Any lien waivers, including unconditional or conditional, required by the Contract Documents will be in the appropriate form required by Utah Code § 38-1a-802.
3. Section 9.3.4 (A201): Contractor will fully comply with Utah Code tit. 38, ch. 1A (Preconstruction and Construction Liens) in all respects and so that Contractor receives all notices thereunder.
4. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to Utah Code § 58-55-603.

VERMONT

1. Contractor will release retention to its Subcontractors, Sub-subcontractors, or Suppliers within seven (7) days after receipt of a retention payment, pursuant to V.S.A. tit. 9, § 4005.
2. Section 9.3.4 (A201): Contractor will fully comply with V.S.A. tit. 9, §§ 1921 *et seq.* (Contractors' Liens for Labor or Material) in all respects and so that Contractor receives all notices thereunder.
3. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to V.S.A. tit. 9, § 4003.

VIRGINIA

1. Section 5.1 (A102): Contractor guarantees that the Cost of the Work plus the Contractor's Fee shall not exceed the amount set forth as the GMP in the applicable Work Order, as adjusted for additions or deductions made by Change Order in accordance with the Contract Documents.
2. Sections 1.2.4, 3.2.5, 3.12.6 (A201): Contractor represents, warrants, and guarantees all "representations" set forth in the aforementioned Sections
3. Section 9.3.4 (A201): Contractor will fully comply with Va. Code tit. 43, ch. 1 (Mechanics' and Materialmen's Liens) in all respects and so that Contractor receives all notices thereunder.
4. Section 15.2 of the General Conditions (A201) is amended and restated in its entirety as follows: To the maximum extent permitted by law, Contractor waives the right to assert any and all claims, offsets, defenses, and counterclaims based on contributory negligence.

WASHINGTON

1. Section 5.1.4 of the Agreement (A102) is amended and restated in its entirety as follows:

"§ 5.1.4 With respect to Projects located in the state of Washington, WSST otherwise applicable to the cost of certain portions of the Project may be eligible for deferral pursuant to RCW 82.63 (the "Sales Tax Deferral") based on the Owner's intended uses of the Project (such eligible construction being referred to hereinafter as the "Qualifying Investment"). The Owner will provide the Contractor with a copy of the Sales Tax Deferral Certificate as soon as it is received from the Washington Department of Revenue ("DOR"). If WSST for the Qualifying Investment is deferred and if, for any reason, any part of the WSST so deferred is subsequently required to be repaid by the Contractor, the Contractor shall pay all

required amounts to DOR and the Owner shall promptly reimburse the Contractor, together with any penalties that are or become due in connection therewith; and the Owner shall indemnify and hold the Contractor harmless from any and all costs, expenses and claims arising out of or related to any Sales Tax Deferral for the Qualifying Investment. The Contractor will cooperate and assist the Owner in any challenges or audits to the RCW 82.63 benefit, all at the Owner's sole cost and expense. In any contest regarding the benefit allowed under RCW 82.63, the Owner shall be the primary contact with the DOR. The Contractor shall promptly notify the Owner of any such action of which it becomes aware and will promptly forward to the Owner any correspondence regarding such challenge or audit. The Owner shall have the right to contest or review (in the name of the Owner) any proceedings regarding the Sales Tax Deferral. The Contractor shall without limitation furnish, on a timely basis, such data, documents, information, and assistance, and make such appearances, as may be reasonable required by the Owner, all at the Owner's sole cost and expense. The Contractor will execute all reasonably necessary instruments in connection with any such protest, appeal or other proceedings. The Owner shall be entitled to any resulting refund (obtained by reason of any such proceeding or otherwise) whether obtained by the Contractor or the Owner. The Owner shall give the Contractor notice of the amount of any deferral the Owner obtains reasonably promptly after the Owner has knowledge of the Sales Tax Deferral."

2. The first and second sentences of Section 3.18.2 of the General Conditions (A201) are replaced as follows:

"§ 3.18.2 FOR THE SOLE PURPOSE OF EFFECTING THE INDEMNIFICATION OBLIGATIONS UNDER THE CONTRACT AND NOT FOR THE BENEFIT OF ANY THIRD PARTIES UNRELATED TO THE INDEMNIFIED PARTIES, THE CONTRACTOR SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY THAT MAY BE GRANTED IT UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW. THIS PROVISION HAS BEEN EXPRESSLY AND MUTUALLY NEGOTIATED."

3. Section 9.3.4 (A201): Contractor will fully comply with RCW tit. 60, ch. 04 (Mechanics' and Materialmen's Liens) in all respects and so that Contractor receives all notices thereunder.

WEST VIRGINIA

1. Section 9.3.4 (A201): Contractor will fully comply with W. Va. Code ch. 38, art. 2 (Mechanics' Liens) in all respects and so that Contractor receives all notices thereunder.

WISCONSIN

1. Section 9.3.4 (A201): Contractor will fully comply with Wis. Stat. ch. 779, sub. I (Construction Liens) in all respects and so that Contractor receives all notices thereunder.

WYOMING

1. Section 9.3.4 (A201): Contractor will fully comply with Wyo. Stat. tit. 29, ch. 2 (Contractors or Materialmen) in all respects and so that Contractor receives all notices thereunder.

Additions and Deletions Report for AIA® Document A102™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 18:44:27 ET on 01/21/2022.

PAGE 1

AGREEMENT made as of the [] day of [] in the year [Draft Date April 20, 2021]

AGREEMENT dated for reference purposes as of the [] day of [] in the year Two Thousand [].

...

(Name, legal status, address and other information)

[Amazon.com Services LLC] (or as otherwise set forth in the applicable Work Order)
c/o Amazon.com, Inc.
410 Terry Ave. N
Seattle, WA 98109-5210
Attn: Real Estate Manager

With a copy to:

[Amazon.com Services LLC]
c/o Amazon.com, Inc.
410 Terry Ave. N
Seattle, WA 98109-5210
Attn: General Counsel (Real Estate)

With an e-mail copy to:

global-lease-abstraction@amazon.com,
notifygreflegal@amazon.com,
na-realestate@amazon.com,
opsrelegalnotice@amazon.com, and
ops-legal-construction@amazon.com

...

[]
[]
[]
Attn: []

Non-Disclosure Agreement ("NDA"): NDA executed or accepted by the Contractor or affiliate of Contractor on [], 20[].

for the following Project: the Project set forth in the applicable Work Order.

The Architect: See Work Order.

DEFINITIONS

Number references refer to the Section of this Agreement where the term is defined. Number references preceded by "GC" refer to the Section of the General Conditions where the term is defined.

- AAA: see GC 15.3.1.
- Addenda: see Article 1 & GC 1.1.1.
- ~~(Name, location and detailed description)-~~ Additional Drawings and Specifications: see GC 4.1.3.
- Additional Indemnified Parties: see GC 3.18.1 & Work Order, Paragraph 10.
- Agreement: means this AIA A102 agreement between the parties.
- Allowance: see 5.2.3, GC 3.8 & Work Order, Paragraph 6.g.
- Application for Payment: see GC 9.3.
- Architect: the firm identified in the applicable Work Order & GC 4.1.1.
- Certificates for Payment: see GC 9.4.
- Certificate of Substantial Completion: see GC 9.8.4.
- Change Order: see GC 1.1.1 & GC 7.2.
- Claim: see GC 15.1.1.
- Code: see GC 16.1 & 16.2.
- Commencement Date: see 4.1 & GC 8.1.2.
- Compensable Delays: see GC 8.3.1.
- ~~The Architect:-~~ Completion Details: see GC 4.1.3.
- ~~(Name, legal status, address and other information)-~~ Conditional Release of Lien and Waiver of Lien Rights: as used GC 9.3.4.
- Construction Change Directive: see GC 7.3.1.
- Construction Documents: see GC 1.1.1.
- Contract (or Contact for Construction): see Article 1 & GC 1.1.2.
- Contract Documents: see Article 1 & GC 1.1.1.
- Contract Sum: see 5.1.
- Contract Time: see 4.2 & GC 8.1.1.
- Contractor: the party identified on the first page of the Agreement & GC 3.1.1.
- Contractor Parties: see GC 3.1.1.
- Contractor's Contingency: see 5.2.1, 5.2.7 & Work Order, Paragraph 6.d.
- Contractor's Representative: see 15.3 & Work Order, Paragraph 3.a.
- Contractor's Fee: see 5.1.1, GC 7.3.4, & Work Order, Paragraph 6.b.
- Contractor's Letter of Consent of Assignment: as used GC 13.6.1.
- Cost of the Work: see Article 7 & Exhibit B.
- Design-Build Drawings: see 10.4.1.
- Design-Build Subcontractors: see 10.4.1.
- Design-Build Subcontracts: see 10.4.1.
- Design Responsibility Matrix: see GC 3.1.7.
- Development Manager: see 15.2, GC 2.1.1 & Work Order, Paragraph 2.b.
- Dispute: see GC 15.3.1.
- Drawings: see GC 1.1.5.
- Engagement Work Product: see GC 13.7.1.
- Excusable Delays: see GC 8.3.1.
- Exhibits: see GC 1.2.1.3(b).
- Final Completion: see 12.2.1 & GC 8.1.5.
- Final Completion Date: see 12.2.1.
- Float: see GC 8.3.1.1.
- General Conditions Costs: see 5.2.1.1.
- GMP Savings: see 5.1.
- Guaranteed Maximum Price or GMP: see 5.1, GC 9.1 & Work Order, Paragraph 6.a.
- Hazardous Materials: see GC 10.3.2.
- Indemnified Parties (or Party): see GC 3.18.1.
- Indemnity Claims: see GC 3.18.1.
- Instruments of Service: see GC 1.1.7.
- Insurance Cost Percentage: see 5.2.9, Exhibit B, Paragraph 2.m & Work Order, Paragraph 6.f.

- Known Environmental Conditions: see GC 10.3.1.
- Landlord: see 15.12 & Work Order, Paragraph 8.
- Lease Requirements: see 15.12 & GC 3.13.3.
- Legal Requirements: see 5.2.8.
- General Conditions: see Article 1 & GC 1.1.1.
- Milestone Dates: see 4.3.2 & GC 3.10.1.
- Modification: see GC 1.1.1 & GC 1.1.2.
- Non-Disclosure Agreement or NDA: the document identified on the first page of the Agreement & see GC 1.9.
- Normal Expected Weather: see GC 3.10.4.
- Notice of Claim: see GC 15.1.3.1.
- Notice of Delay: see GC 8.3.1.
- Notice to Proceed: see 4.1.
- OCIP: see GC 11.0.1
- Owner: the party identified in the applicable Work Order & GC 2.1.1.
- Owner's Contingency: see 5.2.7.2 & Work Order, Paragraph 6.e.
- Owner's Representative: see 15.2, GC 2.1.1 & Work Order, Paragraph 2.a.
- Prime Consultants: see GC 1.1.9.
- Product Data: see GC 3.12.2.
- Project: see the immediately following section, the endeavor identified in the applicable Work Order & GC 1.1.4.
- Project Manager: see GC 3.9.1 & Work Order, Paragraph 3.b.
- Proposal: see the immediately following section.
- Punch List: see GC 9.4.1.
- RFI(s): see GC 1.2.5.
- Rules: see GC 15.3.1.
- Samples: see GC 3.12.3.
- Separate Contractor: see GC 6.1.1.
- Shop Drawings: see GC 3.12.1.
- Site Management Plan: see GC 3.13.4.
- Specifications: see GC 1.1.6.
- Subcontractor: see GC 5.1.1.
- Subcontractor Indemnified Parties (or Party): see 10.4.1.
- Substantial Completion: see GC 9.8.1.
- Sub-subcontractor: see GC 5.1.2.
- The Owner and Contractor agree as follows-- Superintendent: see GC 3.9.1 & Work Order, Paragraph 3.c.
- Supplier: see GC 5.1.3.
- Tangible Work Product: see GC 13.7.1.
- Taxes: see GC 3.6.
- Unit Prices: see 5.2.5, GC 3.8.4.
- Unconditional Release of Lien and Waiver of Lien Rights: see GC 9.3.4.
- Work: see GC 1.1.3.
- Work Order: see the immediately following section & GC 1.1.1.
- Work Product: see GC 13.7.1.

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5 CONTRACT SUMGUARANTEED MAXIMUM PRICE ("GMP") AND CONTRACTOR'S FEE

...

16 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A FORM OF WORK ORDER

EXHIBIT B COST OF THE WORK

EXHIBIT C STATE LAW ADDENDUM

EXHIBIT A — INSURANCE AND BONDSThe Owner and the Contractor agree as follows:

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The Owner and Contractor intend through this Agreement to create a prime contract setting forth the terms and conditions under which the Contractor will perform the specified work or services on particular projects (a "Project" or "Projects"). Individual work orders (a "Work Order" or "Work Orders") will be executed in the form attached hereto as Exhibit A and/or individual proposals may be executed in the form of an AIA-Only Proposal or Prime Work Order (PWO) Proposal (a "Proposal" or "Proposals"), setting forth the agreement regarding Project-specific terms. Only under a Work Order may the terms and conditions of this Agreement be varied or modified, but only for the specific Project identified in the applicable Work Order; and except to the extent so varied or modified by the applicable Work Order, the terms and conditions of this Agreement shall be incorporated into, and be a part of, the specific Contract governing the Project identified in the applicable Work Order. In the case of a Proposal, regardless of the contents of the applicable Proposal or any attachments, the unmodified terms and conditions of this Agreement shall be incorporated into, and be a part of, the specific Contract governing the Project identified in the applicable Proposal. This Agreement neither obligates the Owner to engage the Contractor to perform any work or services nor obligates the Contractor to perform any work or services until both parties have signed a Work Order or a Proposal, and then only for the Project specified in the applicable Work Order or Proposal—these are the only vehicles through which the Owner authorizes Work. Both parties must sign a Work Order or Proposal for it to be effective. The Contractor is wholly responsible for any services or construction activities it commences, and any associated costs incurred, in the absence of an executed Work Order or Proposal. The Owner is not responsible for reimbursing the Contractor for work or services performed or materials supplied beyond, in excess of, or not within the scope of Work identified in the Work Order or Proposal absent an executed Modification or later express written acceptance by the Owner. Any affiliate of the Owner will have the right to enter into a Work Order or Proposal pursuant to this Agreement, and with respect to such Work Order or Proposal, such affiliate becomes a party to this Agreement and references to the Owner in this Agreement are deemed to be references to such affiliate.

The execution of a Work Order or Proposal by the Owner and the Contractor creates a separate and distinct standalone Contract that applies only to the Project identified in the applicable Work Order or Proposal, even though such Project-specific construction contract incorporates and makes reference to this Agreement and the General Conditions, and other project-specific construction contracts may also incorporate and refer to this Agreement and the General Conditions. In no event shall the rights and obligations of the Owner and the Contractor under one project-specific construction contract affect the rights and obligations of the Owner and the Contractor under a different project-specific construction contract. Each Work Order or Proposal is a separate obligation of the Amazon entity or entities that execute(s) such Work Order or Proposal, and no other Amazon entity has any liability or obligation under such Work Order or Proposal.

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The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract. For each Project, the Contract Documents consist of (i) this Agreement, (ii) the General Conditions of the Contract for Construction as set forth in the modified AIA A201–2017 (the "General Conditions") referenced in the applicable Work Order (or, if no reference is made in the Work Order, the General Conditions executed with this Agreement), (iii) Drawings and Specifications identified in the applicable Work Order or Proposal, (iv) Addenda issued prior to execution of the applicable Work Order, (v) the applicable Work Order or Proposal, (vi) other documents listed in this Agreement or the applicable Work Order, and (vii) Modifications issued after execution of this Agreement or the applicable Work Order, all of which form the Contract for the Project set forth in the applicable Work Order or Proposal, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. ~~The Except as provided to the contrary in any Work Order or Modification, the Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 16.~~

...

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. **§ 2.1** The Contractor agrees to provide the Work in

accordance with the requirements of the Contract Documents and in accordance with the construction industry standards and practices.

§ 2.2 For each Project, the Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

...

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

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

§ 3.2 This Agreement imposes an obligation of good faith and fair dealing in the relationship between the Owner and the Contractor. The Contractor and the Owner, with a shared commitment to honesty and integrity in the performance and administration of this Agreement, agree as follows:

- .1** Each will function within the Legal Requirements;
- .2** Each will proceed to fulfill its obligation under this Agreement diligently and honestly;
- .3** Each will cooperate with the other in the common endeavor of completing the Work and administration of this Agreement in a timely and efficient manner.

By entering into this Agreement and each Work Order, as a part of the covenant of good faith and fair dealing, the Contractor agrees that it will supply accurate, complete, and current cost or pricing data for purposes of supporting or documenting compensation or payments under this Agreement. The Cost of the Work as defined in this Agreement shall be adjusted at the reasonable discretion of the Owner, subject to dispute resolution in accordance with Article 15 of the General Conditions, to exclude any amount determined by the Owner by which the Cost of the Work was increased because the Contractor submitted inaccurate, incomplete, or misleading cost or pricing data.

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

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement. Commencement Date shall be the date of the notice to proceed with construction on the Project site ("Notice to Proceed") sent by the Owner to the Contractor with respect to the Project or such other date as set forth in the applicable Work Order. No Work on the Project site shall be commenced by the Contractor until receipt of a Notice to Proceed from the Owner. However, during the period between the date the applicable Work Order is executed and the date the Notice to Proceed is issued, certain elements of the Work may be authorized by the Owner. During such period all of the terms of the Contract shall apply.

~~§ 4.2~~ The Contract Time shall be measured from the ~~date of commencement of the Work~~ Commencement Date as specified in the applicable Work Order or Notice to Proceed.

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~~§ 4.3.1~~ Subject to adjustments of the Contract ~~Time~~ Time(s) as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

Not later than () calendar days from the date of commencement of the Work.

By the following date: Work within the Contract Time and by the required date of Substantial Completion specified in the applicable Work Order, subject to adjustments of the Contract Time as provided in the Contract Documents.

~~§ 4.3.2~~ Subject to adjustments of the Contract ~~Time~~ Time(s) as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following ~~dates~~ dates ("Milestone Dates"):

Portion of Work	Substantial Completion Date	Milestone Dates
See Work Order.		

...

~~ARTICLE 5 — CONTRACT SUM~~

~~ARTICLE 5 CONTRACT SUM, GUARANTEED MAXIMUM PRICE ("GMP"), AND CONTRACTOR'S FEE~~

~~§ 5.1~~ The Owner shall pay the Contractor the Contract Sum in current funds For the Project, the Owner shall pay the Contractor in current funds the Cost of the Work as defined in Article 7 paid by the Contractor plus the Contractor's Fee for the Contractor's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Contractor's Fee. Contract (together, the "Contract Sum"); provided the Cost of the Work plus the Contractor's Fee shall not exceed the amount set forth as the GMP in the applicable Work Order, as adjusted for additions or deductions made by Change Order in accordance with the Contract Documents. The Cost of the Work and/or Contractor's Fee that would cause the GMP to be exceeded are the sole responsibility of the Contractor and will not be reimbursed by the Owner. If the final Cost of the Work plus the Contractor's Fee is less than the GMP, the difference is the "GMP Savings." The sharing of GMP Savings shall be for the benefit of the Owner and there are no "savings participation" provisions of the Contract unless set forth otherwise in the applicable Work Order.

~~§ 5.1.1~~ The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work, or other provision for determining the Contractor's Fee.)

Fee is set forth in the applicable Work Order. The Contractor's Fee is the Contractor's compensation for its overhead and profit and for expenses that are not a Cost of the Work (as further defined in Article 7). Except as otherwise set forth in the applicable Work Order, there shall be no Contractor's Fee on any Taxes due on the total amount of any progress, final, or retainage payments, any applicable business and occupation tax, reimbursements for insurance or bonds, Contractor's Fee, or budgeted or unused portions of any contingency amount.

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

A Subcontractor's or Supplier's overhead and profit for increases in the cost of its portion of the Work shall not exceed ten percent (10%) of such increased cost.

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

The GMP includes all Taxes as defined in Section 3.6 of the General Conditions. For any portion of Taxes due on progress, final, or retainage payments, the Contractor shall identify any such amount as a separate line item in the Application for Payment for such progress, final, or retainage payment and the Contractor shall be responsible for remitting the amount received from the Owner for payment of such portion of Taxes to the appropriate taxing

authority. The Contractor shall also show the aggregate total of Taxes separately due on progress, final, and/or retainage payments as a separate line item in the schedule of values.

§ 5.1.4 Rental rates for Contractor-owned equipment shall not exceed percent (%) of the standard rental rate paid at the place of the Project. (Intentionally omitted).

§ 5.1.5 Unit prices, if any:

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

Item	Units and Limitations	Price Per Unit (\$0.00)
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§ 5.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.) If an amount for liquidated damages has been inserted in the applicable Work Order, this Section 5.1.6 shall apply to the Project described in the applicable Work Order. If no amount has been inserted for liquidated damages in the applicable Work Order, or if \$0 or a nominal amount less than \$100 has been inserted, then (i) the liquidated damages provisions in this Section 5.1.6 shall not apply to the Project described in the applicable Work Order and the parties shall have all remedies available at law or equity, subject to the other provisions of the Contract, in the event of the Contractor's failure to achieve Substantial Completion within the Contract Time and by the required date of Substantial Completion (or, if set forth in the applicable Work Order, delays in achieving Milestone Dates); and (ii) without limiting the foregoing and subject to the limitations, if any, set forth in the applicable Work Order, the Owner shall have the right to recover its damages incurred for actual, out-of-pocket costs either, in the Owner's reasonable discretion, (a) to expedite the services or work of any Prime Consultant or Separate Contractor or the Development Manager to avoid having to hold over in existing premises or to find replacement premises due to a delay caused by the Contractor or (b) to hold over in existing premises or to find and occupy replacement premises, including, but not limited to, increased rent, moving, storage, transportation, fit-out, and temporary occupancy costs due to a delay caused by the Contractor.

Liquidated damages, if set forth in the applicable Work Order: The Contractor acknowledges that the Owner will foreseeably suffer damages in the event the Contractor either (a) delays in obtaining occupancy approval from the applicable government authorities; (b) delays in achieving Substantial Completion within the Contract Time and by the required date of Substantial Completion (or, if set forth in the applicable Work Order, delays in achieving Milestone Dates); (c) causes a delay to the services or work of any Prime Consultant or Separate Contractor or the Development Manager resulting in a delay in the Owner's ability to occupy the Project; or (d) causes a delay of work being done by the Owner's Landlord resulting in a tenant delay. Such damages would foreseeably include but may not be limited to: loss of operating income, increased construction loan financing costs, costs incurred to find and occupy replacement premises, storage, transportation and temporary occupancy costs, and increased Owner equity costs. The parties agree that it would be extremely difficult and impractical under the facts and circumstances known and anticipated at the time of execution of the applicable Work Order to establish the actual damages the Owner would incur should the Contractor delay in achieving Substantial Completion within the Contract Time and by the required date of Substantial Completion (or, if set forth in the applicable Work Order, delays in achieving Milestone Dates), subject to adjustments as provided in the Contract Documents. Accordingly, the parties hereby agree that if the Contractor fails to so achieve the Milestone Dates, if applicable, or Substantial Completion as specified in the applicable Work Order, then liquidated damages shall be assessed against the Contractor in the amounts set forth in the applicable Work Order for each day the Work is completed late, until any such Milestone Date and/or Substantial Completion is achieved. The parties specifically agree that the liquidated damages set forth in the applicable Work Order are intended as a reasonable estimate or approximation at the time of Contract of the Owner's expected damages for delay in completion of the Work by the Contractor (not as a penalty) and are in lieu of actual and consequential damages for delay in completion of any nature or cause whatsoever.

It is agreed that in the event liquidated damages are assessed against the Contractor, the payment of liquidated damages may be deducted from the compensation otherwise due to the Contractor (first applied from the Contractor's Fee). It is further agreed that this liquidated-damages provision shall not relieve, impair, or reduce in any manner the obligations of the Contractor to in good faith take reasonable efforts to mitigate its delay. The foregoing provision of liquidated damages shall not relieve or release the Contractor from liability for any and all damages (other than delay damages) suffered by the Owner due to other breaches of the Contract, nor does it limit the Owner's right to terminate the Contract or exercise any other remedies for the Contractor's failure to achieve any Milestone Date or Substantial

Completion that do not constitute recovery of damages and are available under the Contract. Any amounts paid by the Contractor as liquidated damages shall not constitute a Cost of the Work.

§ 5.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

§ 5.2 Guaranteed Maximum Price GMP Estimate and Schedule of Values

§ 5.2.1 The Contract Sum is guaranteed by the Contractor not to exceed (\$), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner. Contractor shall provide cost estimates needed to determine the GMP for the Project in detail satisfactory to the Owner. The cost estimates shall be attached as an exhibit to the applicable Work Order. A Contractor's Contingency may be included in a GMP, but only if specifically agreed upon and identified in the applicable Work Order.

§ 5.2.1.1 The GMP shall be organized into a schedule of values setting forth separate categories for each trade activity (at a minimum by CSI division), general conditions costs, insurance costs, the Contractor's Fee, and the Contractor's Contingency, if any. The Contractor shall provide the Owner with a detailed itemization of all types and categories of costs to be included in the Contractor's general conditions costs ("General Conditions Costs"). Cost transfers are permitted between all categories of the schedule of values with Owner's prior written approval, which approval shall not be unreasonably withheld. However, the Contractor may not utilize any cost savings in any particular category of the Work resulting from incentive fees from the applicable jurisdiction where the Project is located to offset cost overruns in another category of Work. The Contractor shall from time to time revise the schedule of values to reflect such shifting costs and provide the Owner with an accounting and explanation of such revisions. For purposes of calculating GMP Savings pursuant to Section 5.1 above, the parties will not determine GMP Savings on a line item by line item basis, but will instead compare the total final Cost of the Work plus the applicable Contractor's Fee to the GMP.

§ 5.2.2.1 Alternates, if any, included in the Guaranteed Maximum Price: GMP are set forth in the applicable Work Order.

Item	Price

§ 5.2.2.2 Subject to the conditions noted below, the following in the applicable Work Order, alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

the applicable Work Order. Upon acceptance, a Change Order shall be executed.

Item	Price	Conditions for Acceptance

§ 5.2.3 Allowances, if any, included in the Guaranteed Maximum Price: *(Identify each allowance.)*

Item	Price

Allowances

§ 5.2.3.1 Allowances, if any, included in the GMP are set forth in the applicable Work Order.

§ 5.2.4 Assumptions, if any, upon which the Guaranteed Maximum Price is based: *(Identify each assumption.)*

Qualifications, and Clarifications

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§ 5.2.4.1 Assumptions, qualifications, and clarifications, if any, upon which the GMP is based are set forth in the applicable Work Order.

§ 5.2.5 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

Unit Prices

§ 5.2.5.1 Unit prices, if any, included in the Project are set forth in the applicable Work Order.

§ 5.2.6 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed upon assumptions contained in Section 5.2.4. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed upon assumptions contained in Section 5.2.4 and the revised Contract Documents. To the extent that the Drawings and Specifications or other Contract Documents are anticipated to require further development, the GMP includes reasonable amounts for the costs attributable to such further development consistent with a reasonably inferable interpretation of the Contract Documents. As used herein, such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 5.2.7 Contingency Amounts

Unless set forth otherwise in the applicable Work Order, the utilization of any contingency amounts included in the GMP, if any, shall be subject to the Owner's written approval. Contractor's Fee may not be applied to any budgeted or unused contingency amount. Any unused contingency remaining as of Final Completion shall accrue to the benefit of the Owner and the parties shall execute a Change Order to reduce the GMP by the amount of the unused balance of any contingency amount.

§ 5.2.7.1 If the GMP includes any Contractor's Contingency, then with the Owner's written approval, which shall not be unreasonably withheld, the Contractor's Contingency may be utilized by the Contractor to cover costs that are properly reimbursable as a Cost of the Work but not the basis for a Change Order, such as, but not limited to, design issues that a prudent contractor should have resolved during pre-construction, items in Drawings but not in the Specifications, items on one Drawing but not on another, items specified but not drawn, buy-out error, scope gaps, ambiguities in the Construction Documents, interdisciplinary design coordination, Subcontractor failure, and expediting costs for critical materials, but not for items of the type included in the Contractor's Fee. The Contractor shall maintain a log of the use of the Contractor's Contingency and specify its use in its Applications for Payment indicating any transfers to other line items in the schedule of values.

§ 5.2.7.2 If the GMP includes an Owner's contingency (the "Owner's Contingency"), the Owner's Contingency is only for use by the Owner, in its sole discretion, and may be used in lieu of granting the Contractor an increase in the GMP to which the Contractor would otherwise be entitled.

§ 5.2.7.3 Reallocation of contingency amounts.

As the Work progresses, the Contractor shall reasonably cooperate with the Owner to reallocate any unused funds from the Contractor's Contingency to the Owner's Contingency.

§ 5.2.8 The Contractor shall send notice to the Owner within five (5) days if the Contractor knows the Drawings and/or Specifications are incomplete or if the Contractor becomes aware that there are any errors or omissions in the Drawings and/or Specifications, and the Contractor waives all rights to claim an increase in the GMP or extension of Contract Time related thereto if the Contractor fails to so notify the Owner. In addition, as part of the Work and only insofar as it pertains to the Contractor's performance of the Work (and not as to the compliance of the Architect's (or engineer's) design of the Project with Legal Requirements, except to the extent of Contractor's design-build services), the Contractor must comply with all applicable (including federal, state, county, local, and municipal) laws, codes, regulations, ordinances, rules, and orders, as well as applicable laws, codes, regulations, ordinances, rules, and orders of any other authority having jurisdiction over the Project (the "Legal Requirements") and requirements of public or private utilities with no increases in the GMP or Contract Time. The Contractor acknowledges that (i) the Contractor has included the Contractor's Contingency in the GMP to cover all costs which may result from the risks assumed by the Contractor in the Contract, including without limitation this Section 5.2.8, (ii) the Contractor waives all rights to

claim additional costs above the Contractor's Contingency to comply with Legal Requirements as they pertain to Contractor's performance of the Work, and (iii) the provisions of this Section 5.2.8 apply notwithstanding any provisions to the contrary contained in the Contract Documents.

§ 5.2.9 Insurance Cost Percentage, if any, shall be established in the applicable Work Order.

§ 6.1 ~~Adjustments to the Guaranteed Maximum Price GMP on account of changes in the Work may be determined by any of the methods listed in Article 7 of AIA Document A201™ 2017, General Conditions of the Contract for Construction.~~Article 7 of the General Conditions.

§ 6.2 ~~Adjustments~~The calculation of adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to Section 7.3.3.3 of the General Conditions, as it refers to "costs," "cost" and "fee," and not by Articles 5, Articles 5, 7 and 8 of this Agreement.~~Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.~~

§ 6.3 In calculating adjustments to the ~~Guaranteed Maximum Price, GMP,~~GMP, the terms "cost" and "costs" as used in ~~Article 7 of AIA Document A201–2017~~Article 7 of the General Conditions shall mean the Cost of the Work as defined in ~~Article 7~~Article 7 of this Agreement and the term "fee" shall mean the Contractor's Fee as defined in ~~Section 5.1.1~~Section 5.1.1 of this Agreement.

§ 6.4 ~~If no specific provision is made in Article 5 for adjustment of the Contractor's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Article 5 will cause substantial inequity to the Owner or Contractor, the Contractor's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.~~

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§ 7.1.1 ~~The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. The Cost of the Work shall include only the items set forth in this Article 7.~~Costs to be included in the Cost of the Work, costs not to be reimbursed, and costs included in the Contractor's Fee shall be as provided in Exhibit B to this Agreement.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Contractor shall obtain such approval in writing prior to incurring the cost. The parties shall endeavor to identify any such costs in the applicable Work Order, prior to the Notice to Proceed.

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§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Contractor's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed-upon percentage of time to be devoted to the Work.)

§ 7.2.3 Wages or salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

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

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

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

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

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

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Contractor, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Contractor's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

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

§ 7.1.4 Throughout the performance of the Work, the Contractor will work with the Owner, Architect, Prime Consultants, Separate Contractors, and Development Manager to identify and implement cost savings opportunities to reduce the Cost of the Work.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Contractor, with the Owner's prior approval.

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

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

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201-2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Contractor resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Contractor had reason to believe that the required design, process or product was an infringement of a copyright or a patent, and the Contractor failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201-2017. The costs of legal defenses, judgments, and settlements, shall not be included in the Cost of the Work used to calculate the Contractor's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

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

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

§ 7.6.10 Expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of the Contractor's personnel required for the Work, with the Owner's prior approval.

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

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201-2017.

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

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Contractor; (2) any entity in which any stockholder in, or management employee of, the Contractor holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Contractor; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Contractor.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 10. If the Owner fails to authorize the transaction in writing, the Contractor shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 10.

§ 8.1 The Cost of the Work shall not include the items listed below:

- .1 — Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 15;
- .2 — Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 — Expenses of the Contractor's principal office and offices other than the site office;
- .4 — Overhead and general expenses, except as may be expressly included in Article 7;
- .5 — The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;
- .6 — Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Contractor, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 — Any cost not specifically and expressly described in Article 7; and
- .8 — ~~Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.~~ Costs to be included in the Cost of the Work, costs not to be reimbursed, and costs included in the Contractor's Fee shall be as provided in Exhibit B to this Agreement.

...

§ 9.1 Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if (1) before making the payment, the Contractor included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained. ~~Discounts, rebates, and refunds shall be obtained to reduce the Cost of the Work as provided in Exhibit B to this Agreement.~~

§ 9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 10.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under ~~subcontracts~~ subcontracts, supply agreements, or other appropriate agreements with the Contractor. The Contractor shall not enter into any subcontract or supply agreement valued at \$100,000 or more, or any mechanical, electrical, structural steel, concrete, or earthwork subcontracts without the Owner's prior written approval, and the Owner has the right to require that the Contractor obtain the Owner's written approval before entering into other subcontracts. Upon receipt of Contractor's request for approval, the Owner shall have ten (10) days within which to object. If no objection is made within this ten- (10-) day period, Contractor's request shall be deemed

approved. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors, and from ~~suppliers~~ Suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. Unless otherwise agreed, the Contractor shall use reasonable best efforts to obtain a minimum of three (3) competitive bids or proposals per scope of work. The Contractor shall deliver such bids or proposals to the Architect and Owner with an indication as to which bids or proposals the Contractor intends to accept. The Owner then has the right to review the Contractor's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 10.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents. Contractor shall maintain all bids and proposals in a notebook organized by division with a comparative analysis of the bids and proposals, the Contractor's recommendations for award, the amount included in the GMP for that part of the Work and other useful information to support a decision to award. This notebook and its contents shall be available to the Owner for review and copying. The Contractor shall determine the capability of all Subcontractors and Suppliers, even if recommended by the Owner, to perform the Work, their financial capacity, their insurance coverage, and whether their bids or proposals are complete and in compliance with the Contract Documents. The Contractor shall determine, subject to the reasonable objection of the Owner, which bids and proposals will be accepted and obtain the Owner's written approval as noted above. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

§ 10.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Contractor; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Contractor may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Contractor and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner. The Owner does not have any responsibility to review or respond to any of the technical aspects of bids or proposals, a bidder's or proposer's qualifications, or to determine whether any bids or proposals are complete and in compliance with the Contract Documents. The Owner is relying on the Contractor's expertise in such review and analysis, coordination of bids and proposals with other trades, and establishing the GMP. Under no circumstances shall any Owner review relieve the Contractor of its obligations under the Contract Documents.

§ 10.1.2 In the event the GMP has been established and a specific Subcontractor or Supplier (1) is recommended to the Owner by the Contractor; (2) is qualified to perform that portion of the Work; and (3) has submitted a responsive bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Contractor may require that a Change Order be issued to adjust the GMP by the difference between the bid of the entity recommended to the Owner by the Contractor and the amount of the subcontract or other agreement actually signed with the entity designated by the Owner.

§ 10.1.3 With Owner's prior written consent, the Contractor may propose to self-perform a defined scope of Work on a lump-sum basis if the Contractor obtains three (3) competitive bids for such defined scope or Work and Contractor is the low-bidder on such Work, in which case Contractor shall not be allowed to add Contractor's Fee to its lump-sum bid; and provided also that in a circumstance that the Owner agrees in writing to waive the requirement for receipt of three (3) competitive bids, the Contractor shall only be entitled to Contractor's Fee as its overhead, profit, and fee on such self-performed Work.

§ 10.2 Subcontracts or other agreements entered in to by the Contractor shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee (with no maximum amount) without the Owner's prior written approval. If a subcontract or other agreement is awarded on the basis of cost plus a fee, the Contractor shall provide in the subcontract fee (with or without a maximum amount), the Contractor shall provide in such subcontract or other agreement for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Contractor in Article 11.

§ 10.3 Unless set forth otherwise in the applicable Work Order, in no event shall the Contractor charge overhead, profit or other forms of markup or fee as a general contractor for trade work performed with its own forces or related entities (regardless of it being performed on a cost-plus or lump-sum basis) other than the Contractor's Fee as provided in Section 5.1.1.

§ 10.4 Design-Build Subcontractors

§ 10.4.1 If a portion of the Project is to be performed using a design-build approach, and as may be identified in the Design Responsibility Matrix, the Contractor shall retain various Subcontractors to perform the design-build portions of the Project ("Design-Build Subcontractors"). The specific terms and conditions relating to the Design-Build Subcontractor's Work shall be set forth in a separate subcontract between the Contractor and the Design-Build Subcontractor. It is agreed that the Contractor has assumed, as a contractual responsibility to the Owner, the obligation to deliver a completed and functioning Project, including without limitation, all modification of designs provided by Design-Build Subcontractors necessary to make the Project complete and functional. It is also agreed that the Contractor is not itself a designer and has not independently reviewed the details of the designs of the Design-Build Subcontractors. In consideration of these agreements and circumstances the Contractor shall place in its subcontracts with the Design-Build Subcontractors ("Design-Build Subcontracts") the following provisions and statements:

- .1 The Owner is an intended third-party beneficiary of this Design-Build Subcontract and the Design-Build Subcontractor shall owe to the Contractor and the Owner the following professional standard of care: The Design-Build Subcontractor shall perform its services consistent with the professional skill and care ordinarily provided by engineers and/or architects practicing in the same or similar locality under the same or similar circumstances. The Design-Build Subcontractor shall perform its services as expeditiously as required by the Design-Build Subcontract and as is consistent with such professional skill and care and the orderly progress of the Project, whichever is more expeditious;
- .2 The Design-Build-Subcontractor consents to Contractor's assignment of this Design-Build Subcontract to the Owner effective upon notice by the Owner to the Contractor;
- .3 The Design-Build Subcontractor shall maintain throughout the Project, and for a period of six (6) years after the Substantial Completion of the Project, a standard professional errors and omissions insurance policy in a form and with an insurance company consistent with the provisions of Section 11.5 of the General Conditions and satisfactory to the Contractor and the Owner;
- .4 The Design-Build Subcontractor shall also maintain insurance coverage for commercial general liability in compliance with all minimum limits and provisions of Section 11.1 of the General Conditions applicable to the Project, unless specifically modified in a writing signed by the Owner, the Contractor, and the Design-Build Subcontractor;
- .5 The Design-Build Subcontractor shall ensure that any and all separate consultants engaged or employed by Design-Build Subcontractor shall carry and maintain substantially similar professional errors and omissions and commercial general liability insurance with reasonable and prudent coverage in light of the services to be rendered by such separate consultants as approved by Owner;
- .6 The Design-Build Subcontractor shall submit to the Contractor and the Owner proof of all such insurance in a form satisfactory to the Contractor and the Owner before commencing any Work on the Project;
- .7 The maintenance and full force and effect of such form and amount of insurance shall be condition precedent to the Design-Build Subcontractor's exercise and enforcement of any rights under its Design-Build Subcontract with the Contractor;
- .8 The Design-Build Subcontractor's insurance policies shall incorporate a provision requiring giving notice to the Contractor and the Owner at least thirty (30) days' prior to any cancellation, non-renewal, or material modification of the policies;
- .9 All design work performed under the Design-Build Subcontract shall, to the extent required by applicable law, be performed by a properly licensed design professional;
- .10 To the fullest extent permitted by law, Design-Build Subcontractor shall indemnify, defend, and hold harmless the Contractor, the Owner, the Prime Consultants, Architect, Architect's consultants, Landlord, Amazon.com, Inc. and any Additional Indemnified Parties set forth in the applicable Work Order between Owner and Contractor, and their respective officers, directors, agents, shareholders, partners, managers, members, affiliates, owners, successors, and employees (individually, each a "Subcontractor Indemnified Party" and collectively the "Subcontractor Indemnified Parties") from, for, and against all third-party claims, damages, losses, and expenses, including but not limited to reasonable attorney's fees, that are alleged to have occurred in whole or in part, by the result of, or due to the negligence or fault of the Design-Build Subcontractor, its agents, consultants, employees and representatives to the extent such claims, damages, losses, or expenses do not arise out of or result from the negligence, willful misconduct, or breach of contract of a party indemnified hereunder; and
- .11 The Design-Build Subcontractor shall name the Contractor, the Owner, and the Subcontractor Indemnified Parties as additional insureds on its insurance and shall have the following endorsement

added to its commercial general liability policy: "The coverage afforded to additional insureds under this policy shall be primary insurance. If the additional insureds have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingency basis. The amount of the Design-Build Subcontractor's insurance company's liability under this policy shall not be reduced by the existence of such insurance. All deductibles on any policy of insurance shall be purchased by Design-Build Subcontractor hereunder and borne by Design-Build Subcontractor."

The inclusion of any drawings produced by Design-Build Subcontractors in the applicable Work Order (the "Design-Build Drawings") does not make the Design-Build Drawings into Contract Documents, and does not constitute the Owner's acceptance of the Design-Build Drawings or Owner's agreement that the Design-Build Drawings conform to the Contract Documents or to any performance criteria provided by the Owner or Architect. The Contractor remains responsible for the Design-Build Drawings, and for Work based on the Design-Build Drawings, to the same extent it would be responsible if the Design-Build Drawings were listed in any exhibit to the applicable Work Order.

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The Contractor shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, copy (including electronically copy), the Contractor's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's ledgers, documents, estimates, logs, electronic data, computerized records, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor and Supplier proposals, Subcontractor and Supplier invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Contractor shall preserve these records for a period of ~~three years after final payment,~~ three (3) years after final payment under the applicable Work Order, or for such longer period as may be required by law. Additionally, at any time during this Agreement or up to three (3) years following termination or completion of this Agreement, the Owner may request copies of any portion of the Contractor's books and records pertaining to the Project and/or elect to conduct an audit of such books and records. All such books and records of the Contractor must be sent to the Owner electronically and will be subject to audit examination by an auditor designated by the Owner. The cost of the audit will be paid for by the Owner unless the audit reveals an overpayment by the Owner of more than two percent (2%) in the reported Cost of Work, in which case the Contractor will pay for all costs associated with the audit. In the event of any overpayment by the Owner, the Contractor shall promptly pay the Owner the amount of such overpayment plus interest at the rate set forth in Section 12.3 from the date each such overpayment was made by the Owner.

§ 11.1 Each month, unless required more frequently in the applicable Work Order or as otherwise requested by the Owner, the Contractor shall deliver to the Owner a detailed cost report on the actual Cost of the Work to date and forecasted cost at completion. The cost report shall include: (i) a recapitulation of Project cost accounting, (ii) estimates of costs yet to be incurred and a reasonable forecast of projected savings/loss for each of the line items in the schedule of values and a forecast of the GMP Savings, if any, and (iii) all pending and/or approved Change Orders and Construction Change Directives (including amounts).

§ 11.1.1 As part of this monthly cost reporting, the Contractor shall highlight any line item in the schedule of values where the Contractor estimates, expects, or projects the final cost of such line item to exceed the originally estimated cost for such line item.

§ 11.1.2 Additionally, if at any time the Contractor estimates, expects, or projects that the total actual costs for the Project will exceed the Guaranteed Maximum Price, the Contractor shall immediately provide written notice of such estimated, expected, or projected overage to the Owner, Owner's Representative, and the Development Manager, if any, which notice shall include an updated schedule of values, an updated total Project estimate, any backup documentation for the overage (e.g., subcontractor or supplier bids, or related labor and equipment reports), and any other documentation reasonably requested by the Owner. This Section and related notice requirement does not in any way alter or relieve Contractor from its responsibility for costs as set forth in Section 5.1 above.

§ 11.2 The Contractor is responsible to provide the following for audits under Article 11:

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- .1 A job cost detail report in a readable PDF format, or other format requested by the Owner, that is directly exported from the Contractor's job cost accounting system; this report is to contain the greatest level of cost detail that is contained within the Contractor's job cost accounting system;
- .2 A "crosswalk" report or similar report and/or other information that specifically identifies how the recorded costs contained in the provided job cost detail report correspond to the amounts that are billed in the Contractor's Applications for Payment;
- .3 Access to documentation that supports the billed costs, including but not limited to: vendor invoices; subcontract agreements; subcontract change orders; Subcontractor payment applications; Supplier purchase orders; employee timecards that support the billed labor hours; equipment rental summary or other documentation that supports the billed equipment hours; proof of payment documentation; and any other documents that support the billed amounts;
- .4 A knowledgeable representative for the Contractor that is made available to the Owner's auditors and is responsible for addressing the auditor's questions and requests; and
- .5 Any other Project documents or information requested by the Owner.

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§ 12.1.1 Based upon Applications for Payment submitted to the ~~Architect by the Contractor, and Owner,~~ and as applicable the Architect and Development Manager by the Contractor with all necessary supporting documentation required by this Agreement, and based on Certificates for Payment issued by the ~~Owner, Architect, or the Development Manager,~~ the Owner shall make progress payments on account of the ~~Contract Sum,~~ for Work completed in accordance with the Contract Documents. Such payments shall be made to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 12.1.2 The period covered by each Application for Payment shall be ~~one~~ one (1) calendar month ending on the last day of the ~~month,~~ or as follows:

month unless set forth otherwise in the applicable Work Order or otherwise required by the law of the place where the Project is located.

§ 12.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than () days after the Architect receives the Application for Payment. ~~(Federal, state or local laws may require payment within a certain period of time.)~~ After receiving a draft payment application that complies with this Agreement, the Owner shall have three (3) days after receipt to object to or reject such draft payment application. After such three- (3-) day period has passed without objection or rejection from the Owner, such draft payment application will become an Application for Payment. The Owner will pay the Contractor within thirty (30) days thereafter or within such time period as may be required by the law of the place where the Project is located. The Contractor shall submit draft payment applications on a monthly basis or as otherwise required by the law of the place where the Project is located.

§ 12.1.4 With each draft payment application and subsequent Application for Payment, the Contractor shall submit ~~payrolls, documentation as required by this Article 12 and Article 9 of the General Conditions.~~ At the Owner's request, the Contractor shall make available for the Owner's review the Contractor's and Subcontractor's labor transaction reports, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee. ~~reasonable evidence required by the Owner, the Development Manager, or the Architect.~~ Any Contractor labor report shall be certified by an officer of the Contractor to be true, accurate, and complete. Each draft payment application and subsequent Application for Payment submitted by the Contractor shall contain sufficient detail for the Owner to discern how the amount requested in such application is broken out among the Contractor's costs of supplies, materials, the Subcontractors (identified individually with specificity), the Suppliers, Taxes due on the Work performed, fee, overhead, and any other costs, and any other details which the Owner may request.

§ 12.1.5 Each draft payment application and subsequent Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values

shall allocate the entire ~~Guaranteed Maximum Price-GMP~~ among: (1) the various portions of the Work; ~~(2) any contingency for costs that are included in the Guaranteed Maximum Price~~ (2) insurance costs; (3) the Contractor's Fee; (4) any Taxes due on each progress, final, or retainage payment; and (5) any contingency amount or Allowances ~~included in the GMP but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee.~~ Change Order. Each Change Order shall be listed as a separate line item on the schedule of values.

§ 12.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the ~~Architect may require. The schedule of values~~ Owner, the Architect, or the Development Manager may require. The schedule of values, unless objected to by the Owner, the Architect, or the Development Manager, shall be used as a basis for reviewing the Contractor's Applications for Payment. ~~The Contractor shall update the schedule of values as requested by the Owner, but no less than every three (3) months, to show changes therein.~~

§ 12.1.5.2 The allocation of the ~~Guaranteed Maximum Price under this Section 12.1.5~~ GMP under this Section 12.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 12.1.5.3 ~~When~~ If expressly approved by the Owner in writing, when the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation to the ~~Architect.~~ Owner.

§ 12.1.6 Draft payment applications and subsequent Applications for Payment shall be completed on AIA G702 and G703 forms or other forms requested by the Owner, and shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work and for which the Contractor has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the ~~Guaranteed Maximum Price-GMP~~ allocated to that portion of the Work in the schedule of values.

§ 12.1.7 In accordance with ~~AIA Document A201-2017~~ the General Conditions and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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- 1 That portion of the ~~Guaranteed Maximum Price-GMP~~ properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the ~~Guaranteed Maximum Price~~ allocated to that portion of the Work in the most recent schedule of values;
- 2 That portion of the ~~Guaranteed Maximum Price~~ properly ~~schedule of values~~ allocable to materials and equipment delivered and suitably stored at the Project site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location ~~agreed upon~~ approved in writing;
- 3 That portion of Construction Change Directives that the ~~Architect determines, in the Architect's professional judgment,~~ Owner determines to be reasonably justified; and
- 4 The Contractor's Fee, computed upon the Cost of the Work described in the preceding Sections 12.1.7.1.1 and 12.1.7.1.2 at the rate stated in ~~Section 5.1.1~~ the applicable Work Order or, if the Contractor's Fee is stated as a fixed sum in that Section, ~~the applicable Work Order,~~ an amount that bears the same ratio to that fixed-sum ~~fee~~ Contractor's Fee as the Cost of the Work included in Sections 12.1.7.1.1 and 12.1.7.1.2 included in such progress payment bears to a reasonable estimate of the ~~probable~~ Cost of the Work ~~upon its~~ at completion.

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- 2 The amount, if any, for Work that remains uncorrected and for which the ~~Architect has~~ Owner, the Architect, or the Development Manager have previously withheld a Certificate for Payment as provided in Article 9 of ~~AIA Document A201-2017;~~ the General Conditions;
- 3 Any amount for which the Contractor does not intend to pay a Subcontractor or ~~material supplier,~~ Supplier, unless the Work has been performed by others the Contractor intends to pay;
- 4 For Work performed or defects discovered since the last payment application, any amount for which ~~the Architect~~ the Owner, the Architect, or the Development Manager may withhold payment, or nullify

a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;the General Conditions;

...

§ 12.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Final Completion of the Work, and except as set forth otherwise in the applicable Work Order or as otherwise prohibited or required by the law of the place where the Project is located, payments to the Contractor shall be subject to retainage of ten percent (10%).

§ 12.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

All portions of the Work are subject to retainage unless set forth otherwise in the applicable Work Order.:

§ 12.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 12.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

The Owner will endeavor to release retainage attributable to a particular Subcontractor or Supplier when the Subcontractor's or Supplier's entire Work is finally complete and the Subcontractor or Supplier has furnished an Unconditional Release of Lien and Waiver of Lien Rights in a form approved by the Owner. After the Owner releases such retainage, the Contractor shall promptly and in accordance with the law of the place where the Project is located release such retainage to the respective Subcontractor or Supplier.

§ 12.1.8.3 Except as set forth in this Section 12.1.8.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 12.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

(Intentionally omitted).

§ 12.1.9 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017;the General Conditions.

§ 12.1.10 Except with the Owner's prior written approval, the Contractor shall not make advance payments to suppliers-Suppliers for materials or equipment which have not been delivered and suitably stored at the Project site.

...

§ 12.1.11.1 Retainage on payments to a Subcontractor, a Sub-subcontractor, or a Supplier of any tier by Contractor or any lower-tier entity shall not exceed the retainage percentage on payments to Contractor.

§ 12.1.12 Each draft payment application and subsequent Application for Payment made by the Contractor to the Owner shall constitute a warranty to the Owner that the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. In taking action on the Contractor's Applications for Payment the Architect-draft payment applications or subsequent Applications for Payment or by making payments upon any Application for Payment, the Owner, the Architect, and the Development Manager shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Architect-Owner, the Architect, or the Development Manager has made a detailed

examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 12.1.4 or other supporting data; (2) that ~~the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect~~ the Owner, the Architect, or the Development Manager has made exhaustive or continuous on-site inspections, or that the Owner has made any on-site inspections; or (3) that the Owner, the Architect, or the Development Manager has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors or other personnel acting in the sole interest of the Owner.

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§ 12.2.1 ~~Final~~ Provided that the GMP is not exceeded, final payment, constituting the entire unpaid balance of the ~~Contract Sum~~, of the Cost of the Work (which shall include the retention withheld) and the Contractor's Fee, shall be made by the Owner to the Contractor when

- ~~.1~~ the Contractor has fully performed the ~~Contract~~, Contract (including completing Work on Punch Lists), except for the Contractor's responsibility to correct Work as provided in Article 12 of ~~AIA Document A201-2017~~, the General Conditions, and to satisfy other requirements, if any, which extend beyond final payment;
- ~~.2~~ the Contractor has submitted a final accounting for the Cost of the Work and a final Application for Payment; ~~and~~
- ~~.3~~ a final Certificate for Payment has been issued by ~~the Architect in accordance with Section 12.2.2~~ the Owner, the Architect, or the Development Manager in accordance with Section 12.2.2;
- ~~.4~~ the Contractor has submitted final as-built record drawings and specifications, all warranties, and all operation and maintenance manuals specified in the Contract;
- ~~.5~~ Completion of Punch List items and receipt of a completed certificate of Substantial Completion by the Owner, the Architect, or the Development Manager has occurred;
- ~~.6~~ Appropriate final conditional lien releases (or statutory declarations, as the case may be) have been delivered to the Owner for Contractor, all Subcontractors, Sub-subcontractors, and all Suppliers in accordance with Section 9.3.5 of the General Conditions; and
- ~~.7~~ the Contractor has provided the Owner with a document acceptable to the Owner that certifies completion in compliance with the Contract Documents.

As used herein, the term "Final Completion" and words of similar impact shall mean that all of the requirements set forth in clauses 12.2.1.1 through 12.2.1.7 above have been fully performed, and "Final Completion Date" shall mean the date on which Final Completion occurs.

§ 12.2.2 ~~Within 30 days of the Owner's receipt of the Contractor's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit. The Owner's final payment to the Contractor shall be made no later than forty-five (45) days after the issuance of the Owner's, the Architect's, or the Development Manager's final Certificate for Payment, and completion of any audit commenced under Article 11 (which audit shall not be unreasonably delayed), unless set forth otherwise in the applicable Work Order, or such period of time as may be required by the law of the place where the Project is located.~~

§ 12.2.2.1 ~~If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10~~ fourteen (14) days after completion of the audit, submit a written report based upon the auditors' findings to the ~~Architect~~ Contractor.

§ 12.2.2.2 ~~Within seven days after receipt of the written report described in Section 12.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 12.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201-2017. The time periods stated in this Section 12.2.2 supersede those stated in Article 9 of AIA Document A201-2017. The Architect is not responsible for verifying the accuracy of the Contractor's final accounting.~~ (Intentionally omitted).

§ 12.2.2.3 ~~If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Contractor's final accounting, is less than claimed by the Contractor, the Contractor shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201-2017. A request for mediation shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated~~

amount reported by the Owner's auditors becoming binding on the Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the amount certified in the Architect's final Certificate for Payment. The Owner, the Architect, or the Development Manager will, within seven (7) days after receipt of satisfactory evidence that the other conditions of Section 12.2.1 have been met, either issue a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and the Owner of the reasons for withholding a certificate as provided in Section 9.5.1 of the General Conditions.

§ 12.2.3 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:

(Intentionally omitted).

§ 12.2.4 If, subsequent to final payment, and at the Owner's request, the Contractor incurs costs, described in Article 7 and not excluded by Article 8, to correct defective or nonconforming Work, the Owner shall reimburse the Contractor for such costs, and the Contractor's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 5.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 12.2.4 in determining the net amount to be paid by the Owner to the Contractor. The making of final payment shall not constitute: (a) waiver of claims by the Owner, (b) acceptance of Work as in compliance with the requirements of the Contract Documents, or (c) release of the Contractor from any indemnity, defense, or contribution obligation imposed by law or by the Contract Documents.

§ 12.2.5 Concurrently with receipt of final payment from the Owner, the Contractor shall execute, acknowledge, and deliver to the Owner an Unconditional Release of Lien and Waiver of Lien Rights in a form approved by the Owner and in accordance with the law of the place where the Project is located, which shall cover the entire Work performed for the Project.

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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.)

% later of (a) the date payment is due or (b) the date the Owner receives notice of nonpayment from the Contractor, at the lesser of three percent (3%) per annum or as otherwise required by law; provided that interest will not accrue on the first late payment in any twelve- (12-) month period.

...

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to the Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

(Intentionally deleted)

§ 13.2 Binding-Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

Arbitration pursuant to Section 15 of AIA Document A201-2017

Litigation in a court of competent jurisdiction

Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction. Claims shall be resolved in accordance with Section 15.3 of the General Conditions.

...

§ 14.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017; the General Conditions. The amount to be paid to the Contractor in the event the Contract is terminated by the Owner for convenience shall be determined pursuant to Section 14.4.3 of the General Conditions.

...

§ 14.1.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201-2017, the General Conditions, the amount, if any, to be paid to the Contractor under Article 14 of AIA Document A201-2017 shall not cause the Guaranteed Maximum Price-Section 14.2.4 of the General Conditions shall not cause the GMP to be exceeded, nor shall it exceed an amount calculated as follows:

...

4. Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201-2017; a reasonable amount (as estimated by the Owner) for the costs and damages to compensate the Owner for any damage, cost or expense that the Owner suffers or is reasonably likely to suffer as a result of the Contractor's acts, or omissions, or, breach of contract or that of those for whose actions the Contractor is responsible, including any Subcontractors, Sub-subcontractors or Suppliers.

§ 14.1.2.2 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 14.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts-subcontracts, supply agreements, and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts-contracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts-subcontracts, supply agreements, or purchase orders.

...

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of or method for determining the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

See Section 14.4 of the General Conditions.

...

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017; the General Conditions; in such case, the Guaranteed Maximum Price-GMP and Contract Time shall be increased as provided in Article 14 of AIA Document A201-2017, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Article 5 and Section 6.4 of this Agreement.the General Conditions.

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§ 15.1 Where reference is made in this Agreement to a provision of ~~AIA Document A201–2017~~ the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 15.2 The Owner's representative:
(Name, address, email address and other information)



Representative and Development Manager are set forth in the applicable Work Order.

§ 15.3 The Contractor's representative:
(Name, address, email address and other information)



Representative, Project Manager, and Superintendent are set forth in the applicable Work Order.

~~§ 15.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party. Contractor's Representative, Project Manager, nor Superintendent shall be changed without ten (10) days' prior notice to the Owner or assigned to another project during the term of the applicable Work Order or Project without the prior written approval of the Owner, except for material health issues, death, or if the Contractor terminates the employment of such personnel. The Owner may request replacement of the Contractor's Project Manager or Superintendent at the Owner's reasonable discretion. The Owner may change its representatives immediately upon notice to the Contractor.~~

...

§ 15.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in ~~AIA Document A102™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.~~ Article 11 of the General Conditions or as otherwise set forth in the applicable Work Order.

§ 15.5.2 The Contractor shall provide bonds as set forth in ~~AIA Document A102™–2017 Exhibit A, and elsewhere in the Contract Documents.~~ the applicable Work Order.

§ 15.6 Notice in electronic format, pursuant to Article 1 of ~~AIA Document A201–2017~~, may be given in accordance with ~~AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:~~
(*If other than in accordance with ~~AIA Document E203–2013~~, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.*)

(Intentionally omitted).

§ 15.7 Other provisions:

provisions: As set forth in the applicable Work Order.

§ 15.8 The invalidity, voidness, illegality, or unenforceability of any provision of the Contract Documents shall not affect or invalidate the Contract or its any remaining provisions, which shall continue to maintain their vitality and

validity, and the Contract shall be construed as if the invalid, void, illegal, or unenforceable provision had never been a part of the Contract. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid, void, or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal, valid, and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 15.9 All obligations of Owner and Contractor hereunder not fully performed as of and intended to survive the termination of the Agreement will survive the termination of the Agreement for a period of three (3) years, including but not limited to, indemnification, confidentiality, lien, termination payment, damage to existing structure and property, and post Substantial Completion obligations.

§ 15.10 The Contractor and the Owner acknowledge that they are bound by the terms of that certain NDA between the Contractor and the Owner identified herein.

§ 15.11 This Agreement and the General Conditions continue for a period of two (2) years, and upon expiration of such period, this Agreement and the General Conditions will automatically renew on a month-to-month basis until either party gives at least sixty (60) days prior notice of termination. Notwithstanding the foregoing, the terms of this Agreement and the General Conditions apply to any Work Orders or Proposals outstanding as of the effective date of termination, unless such Work Orders or Proposals are specifically terminated in accordance with this Agreement and the General Conditions.

§ 15.12 Leased Premises

The term "Landlord" shall mean the entity (if any) identified in the applicable Work Order from whom the Owner leases the Project site. The Contractor will comply with and will ensure that the Work conforms to and complies with the Lease Requirements.

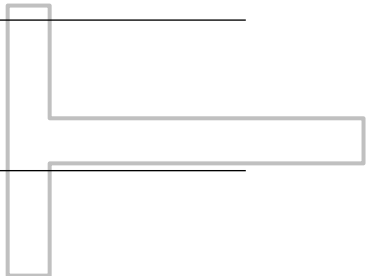
§ 15.13 Contractor Registration

The Contractor hereby warrants and represents that it is a duly licensed to perform the Work under the laws of the jurisdiction in which the Project is located and that Contractor's applicable license numbers are as set forth in the applicable Work Order.

§ 16.1 This Agreement is comprised of the following documents: The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated below:

- ~~1 AIA Document A102™ 2017, Standard Form of Agreement Between Owner and Contractor~~ This Agreement
- ~~2 AIA Document A102™ 2017, Exhibit A, Insurance and Bonds (Intentionally omitted).~~
- ~~3 AIA Document A201™ 2017, General Conditions of the Contract for Construction~~ The General Conditions set forth in the applicable Work Order (or, if no reference is made in the Work Order, the General Conditions executed with this Agreement)
- ~~4 The following Exhibits:~~
 - ~~Exhibit A – Form of Work Order~~
 - ~~Exhibit B – Cost of the Work~~
 - ~~Exhibit C – State Law Addendum~~
- ~~5 Drawings: As set forth in the applicable Work Order.~~
- ~~6 Specifications: As set forth in the applicable Work Order.~~
- ~~4 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~
(Insert the date of the E203-2013 incorporated into this Agreement.)
- ~~7 Addenda, if any: As set forth in the applicable Work Order.~~
- ~~8 Other Exhibits: As set forth in the applicable Work Order.~~
- ~~9 Other documents, if any: As set forth in the applicable Work Order.~~

5 — Drawings This Agreement is executed as of the later date set forth below.

Number	Title	Date
<u>OWNER</u> <i>(Signature)</i>	<u>CONTRACTOR</u> <i>(Signature)</i>	
<i>(Printed name and title)</i>	<i>(Printed name and title)</i>	
<i>(Date Signed)</i>	<i>(Date Signed)</i>	

6 — Specifications (v2021-04-20 (2022-01-21)) (SE 1.0 CE 1.0)

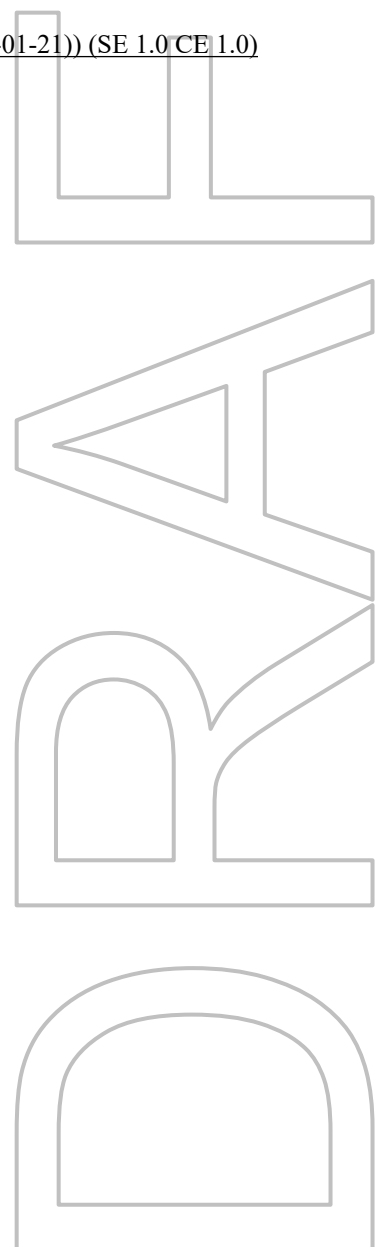


EXHIBIT A
[FORM OF] CONTRACTOR WORK ORDER [#]

Site Code/Project Address: _____
Project Name: _____
Dated for Reference Purposes: _____

This Work Order is entered into and made a part of the AIA A102-2017 Agreement, dated for reference purposes as of _____, 20____ (the "Agreement"), between _____ and _____ ("Contractor"). Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement. With respect to this Work Order, the entity that executes this Work Order as "Owner" shall be the Owner for all purposes under this Work Order and under the Agreement with respect to this Work Order.

[The Owner and the Contractor executed a Contractor AIA Proposal, dated for reference purposes as of _____, _____ (the "AIA Proposal"), relating to certain work. The terms of this Work Order and the other Contract Documents will apply to the work performed under the AIA Proposal, and the amount of the Purchase Order is included within the GMP. Any inconsistencies between the terms of the AIA Proposal and the Contract Documents will be resolved in favor of the Contract Documents.]

[The Owner issued purchase order #[_____] , dated _____, _____ (the "Purchase Order"), relating to certain work. The terms of this Work Order and the other Contract Documents will apply to the work performed under the Purchase Order, and the amount of the Purchase Order is included within the GMP. Any inconsistencies between the terms of the Purchase Order and the Contract Documents will be resolved in favor of the Contract Documents.]

1. Basic Information:

a. Owner (Name, legal status, address, and other information):

[_____]
c/o Amazon.com, Inc.
410 Terry Ave. N
Seattle, WA 98109-5210
Attn: Real Estate Manager ([NA Ops][GREF]: [Site Code])

With a copy to:

[_____]
c/o Amazon.com, Inc.
410 Terry Ave. N
Seattle, WA 98109-5210
Attn: General Counsel (Real Estate: [Site Code])

With an e-mail copy to:

[GREF:]
[global-lease-abstraction@amazon.com and
notifygreflegal@amazon.com]
[NA Ops:]
[na-realestate@amazon.com,
opsrelegalnotice@amazon.com, and
ops-legal-construction@amazon.com]
(Subject Line - Re: [Site Name/Site Code])

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

c. Project Description:

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

2. Owner's Project team (A102, § 15.2):

a. Owner's Representative: _____

b. Development Manager: _____

c. Construction Team Lead: _____

d. Construction Manager Lead: _____

3. Contractor's Project team (A102, § 15.3):

a. Contractor's Representative: _____

b. Contractor's Project Manager: _____

c. Contractor's Superintendent: _____

4. Scope of Work, assumptions, inclusions, exclusions, qualifications, and clarifications (A102, § 5.2.4): _____ as further described in Exhibit A to this Work Order.

a. [Design-Build Subcontractors (A102, § 10.4.1): _____.]

Section	Title	Date	Pages
_____	_____	_____	_____

5. Time for Performance and Completion of Work:

~~7~~ Addenda, if any: a. _____ [Date of Notice to Proceed and/or Commencement Date, if other than the date of the Notice to Proceed (A102, § 4.1): _____.]

b. Required date of Substantial Completion (A102, § 4.3.1; A201, § 9.8.1): _____.

i. [In addition, the Contractor shall achieve Milestone Dates for certain portions of the Work by an earlier date as set forth below: Portion of Work: _____ Milestone Date: _____.]

Number	Date	Pages
_____	_____	_____

c. Required date of Final Completion (A201, §§ 3.10.1.1, 8.1.5, 8.2.4): [Within thirty (30) calendar days after Substantial Completion].

~~Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 16.d. Project Schedule (A201, § 3.10): If available as of the date hereof, the construction schedule is set forth in Exhibit B to this Work Order.~~

e. Liquidated damages (A102, § 5.1.6): [NTD: Modify as appropriate for deferred start or stepped increases of liquidated damages.]

[IF LDs][\$ _____ per day for each calendar day beyond the required date of Substantial Completion, until Substantial Completion is achieved. The Owner shall have the right to deduct any damage amounts due

to the Owner under this Section from any compensation otherwise due to the Contractor (first applied from the Contractor's Fee).]

[NO LDs][The liquidated damages provisions of Section 5.1.6 of the Agreement shall not apply to the Project and the parties shall have all remedies available under Section 5.1.6 of the Agreement and at law or equity, subject to the other provisions of the Contract, in the event of the Contractor's failure to achieve Substantial Completion within the Contract Time and by the required date of Substantial Completion. The Owner shall be entitled to collect from the Contractor the actual damages the Owner incurs because of the Contractor's failure to achieve Substantial Completion by the required date of Substantial Completion. Such actual damages shall include costs incurred: (a) to expedite the services or work of any Prime Consultant or Separate Contractor or the Development Manager to avoid having to holdover in existing premises or to find replacement premises or (b) to holdover in existing premises or to find and occupy replacement premises, including, but not limited to, increased rent, moving, storage, transportation, fit-out, and temporary occupancy costs. The Owner shall have the right to deduct any damage amounts due to the Owner under this Section from any compensation otherwise due to the Contractor (first applied from the Contractor's Fee).]

6. Compensation:

~~8~~ Other Exhibits:a. Guaranteed Maximum Price (A102, § 5.1): \$ _____. A breakdown of the Guaranteed Maximum Price ("GMP") is set forth in Exhibit C to this Work Order.

(Check all boxes that apply.)b. Contractor's Fee (A102, § 5.1.1): _____ percent (_____ %) of the Cost of the Work, to be reimbursed per Article 7 of the Agreement. [Changes in the scope of the Work that affect the GMP, including additions and reductions, will result in proportionate changes in the Contractor's Fee, both upward and downward, calculated on the same percentage.] There shall be no Contractor's Fee on any applicable Taxes due on the total amount of any progress, final, or retainage payments, reimbursements for insurance or bonds, Contractor's Fee, or budgeted or unused portions of any contingency amount.

c. The cost estimate used to determine the GMP is attached as Exhibit C-1 to this Work Order (A102, § 5.2.1).

d. The Contingency amounts included in the GMP (A102, §§ 5.2.7, 5.2.7.2):

i. Contractor's Contingency: \$ _____. Contractor's Contingency can only be used by the Contractor if approved by Owner or Owner's Representative and Development Manager in writing.

ii. Owner's Contingency: \$ _____. Owner's Contingency is solely for use by the Owner in its sole discretion and may be used in lieu of granting the Contractor an increase to the GMP to which the Contractor would otherwise be entitled.

iii. Any unused Contingency amounts remaining as of Final Completion shall accrue to the benefit of the Owner and the parties shall execute a Change Order to reduce the GMP by the amount of the unused balance, if any, in the Contingency amounts.

e. Insurance Cost Percentage included in the GMP, if any (A102, §§ 5.2.9, Exhibit B, Paragraph 2.m): _____ percent (_____ %) of the Cost of the Work.

f. [Allowances included in the GMP (A102, § 5.2.3): See Exhibit C to this Work Order[or C-1]]

g. [The Schedule of the Contractor's labor rates including wages, salaries, personnel costs, labor burden and overtime costs is set forth in Exhibit C-2 to this Work Order (A102, Exhibit B, Paragraphs 2.a, 2.b, 2.c and 2.d).]

h. [Contractor's Equipment Rental Rates (A102, Exhibit B, Paragraph 2.f): Contractor's Equipment Rental Rates are set forth in Exhibit C-3 to this Work Order.]

7. Additional documents constituting the Contract Documents:

- AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:
- a. General Conditions (A201): The General Conditions applicable to this Work Order are attached as Exhibit G to this Work Order.
 - b. Specifications (A102, § 16.1.6): [See Exhibit E to this Work Order[or F if included in Drawings]] [OR] [List the Specifications here]
 - c. Drawings (A102, § 16.1.5): [See Exhibit F to this Work Order] [OR] [List the Drawings here]
 - (Insert the date of the E204 2017 incorporated into this Agreement.)d. Additional Documents (A102, § 16.1.9): [None][OR][If available as of the date hereof and applicable for the Project, the Design Responsibility Matrix is attached to this Work Order as Exhibit D.]

8. [Landlord, if any (A102, § 15.12): _____.]

9. Surveys (A201, § 2.3.4): The Owner has not provided the Contractor with any of the information listed in Section 2.3.4 of the General Conditions. The Contractor has not requested any additional documents in order to perform the Work.

10. Additional Indemnified Parties (A201, § 3.18.1): _____.

The Sustainability Plan: 11. Known Environmental Conditions (A201, § 10.3.1): [The Known Environmental Conditions applicable to this Work Order are [listed below][set forth in Exhibit H]. The documents are available for review by the Contractor.][OR][None.].

12. Other Provisions (A102, § 15.7):

- | Title | Date | Pages |
|-------|-------|-------|
| _____ | _____ | _____ |
- a. For purposes of delivering the statutory notices to the Owner described in Section 9.3.4 of the General Conditions, the Owner's name, address, and phone number shall be as follows: [_____, c/o Amazon.com, Inc., 410 Terry Ave. N, Seattle, WA 98109-5210, Attn: General Counsel (Real Estate: [Site Code]), Phone: (206) 266-1000, [GREF:][global-lease-abstraction@amazon.com and notifygreflegal@amazon.com][NA Ops:][na-realestate@amazon.com, opsrelegalnotice@amazon.com, and ops-legal-construction@amazon.com].
 - b. Notice (A201, §§ 1.6, 10.2.9, 15.1.3.1): For all items requiring that the Contractor notify or give notice to the Owner, the Owner's Construction Team Lead and Owner's Construction Manager Lead shall also be so notified or provided a copy of such notice. [For ATS projects: An e-mail copy shall also be sent to ats-construction-cost@amazon.com] [For AMZL projects: An e-mail copy shall also be sent to amzl-construction-cost@amazon.com] [For all other projects: N/A]
- Supplementary and other Conditions of the Contract:
- c. Change Orders: All proposed Change Orders, Change Orders, or any other adjustments to the GMP must also be sent to the Owner's Construction Team Lead and Owner's Construction Manager Lead with an e-mail copy to [For ATS projects: ats-construction-cost@amazon.com] [For AMZL projects: amzl-construction-cost@amazon.com] [For all other projects: N/A].
 - d. [Specific obligations of the Contractor regarding Hazardous Materials (A201, § 10.3): _____.]

13. Miscellaneous Provisions:

- | Document | Title | Date | Pages |
|----------|-------|-------|-------|
| _____ | _____ | _____ | _____ |
- a. Contractor Registration (A102, § 15.13): License Number _____, State: _____.

~~9~~ Other documents, if any, listed below: b. _____ [Permits to be obtained by Owner, if any (A201, § 3.7.1): _____.]

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.) c. _____ If for any reason one or more provisions of this Work Order are held to be invalid, void, illegal, or unenforceable, the other provisions of this Work Order shall not be affected and shall continue to maintain their vitality and validity, and this Work Order shall be construed as if the invalid, void, illegal, or unenforceable provision had never been a part of this Work Order.

Work Order Exhibits:

- Exhibit A: Scope of Work
- Exhibit B: Project Schedule
- Exhibit C: GMP Breakdown
- Exhibit C-1: Cost Estimate
- Exhibit C-2: Schedule of Labor Costs
- Exhibit C-3: Schedule of Contractor's Equipment Rental Rates
- [Exhibit D: Design Responsibility Matrix]
- [Exhibit E: Specifications]
- Exhibit F: Drawings
- Exhibit G: General Conditions
- [Exhibit H: Lease Requirements]

(Remainder of page intentionally blank; signature page follows.)



IN WITNESS WHEREOF, the parties hereto have caused this Work Order to be executed as of the dates set forth below.

OWNER: [INSERT OWNER ENTITY]

By: _____

Name: _____

Its: _____

Date Signed: _____

CONTRACTOR: [INSERT CONTRACTOR ENTITY]

By: _____

Name: _____

Its: _____

Date Signed: _____

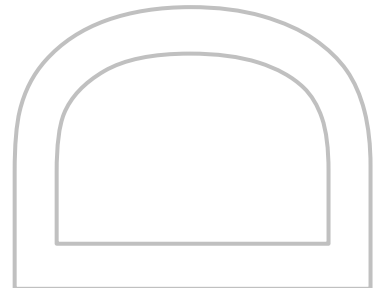
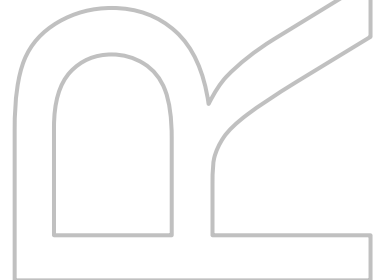
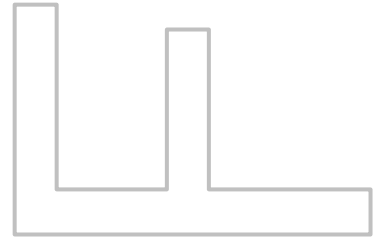
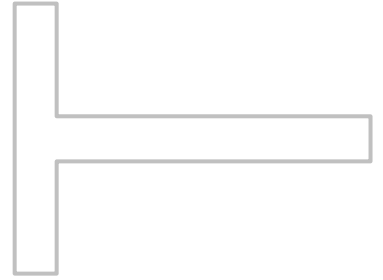


EXHIBIT B COST OF THE WORK

Reimbursable Cost of the Work

1. The reimbursable Cost of the Work shall be the actual costs paid by the Contractor that are necessarily incurred for the proper performance of the Work on this Project. Such costs shall not exceed rates that are standard in the area of the Project without the prior written approval of the Owner or as stated below. Subject to the terms of Paragraphs 2, 3 and 4 below, the reimbursable Cost of the Work shall include the following:
 - a. The Contractor's actual costs for labor, including related labor burden, for employees utilized in the Work, as further defined below, or as set forth in the applicable Work Order.
 - b. The Contractor's actual costs for materials, equipment, services and supplies incorporated in or used for the Work, as further defined below.
 - c. The Contractor's actual costs for work performed by Subcontractors, as further defined below.
 - d. The Contractor's costs for insurance and taxes on its business operations (including business and occupation tax), as further defined below.

Reimbursable costs are to be the net amounts paid by the Contractor after any cash, early payment or trade discounts, returns, refunds, credits, retention or similar amounts have been deducted. The Contractor shall actively work to obtain trade discounts, cash discounts, rebates, or other credits that are available to reduce Project costs. The Contractor shall notify the Owner in a timely manner of any early payment requirements or other action that may be needed by the Owner to obtain a discount. If, at its sole discretion, the Owner declines to take the needed action, the Contractor may also decline to obtain the discount.

In some instances, the General Conditions refer to costs to be at the "Contractor's expense" (or similar terms). To the extent such costs would otherwise meet the requirements for a Cost of the Work as described in Paragraph 2 of this Exhibit, those costs shall be reimbursable, but without any adjustment in the GMP.

2. To the extent consistent with the other terms of the Contract, the Cost of the Work shall specifically include the Contractor's actual costs for the following:
 - a. Wages or salaries of supervisory and administrative personnel assigned to the Project and working at the Project site or temporarily traveling in conjunction with their work at the Project site at the rates set forth in the applicable Work Order. For a salaried employee who is working full time on the Project, wages paid during holidays, vacations, sick leave and maternity leave (paid time off) are a reimbursable Cost of the Work within the limits of the Contractor's standard employee benefit policies at the rates set forth in the applicable Work Order. Should the paid time off be extensive enough to require that the person be replaced on the Project, then only the cost of the replacement person is to be included. Labor to perform accounting functions is addressed in Paragraph 4.d of this Exhibit, except for invoice coding and payroll timesheets when those activities are completed by on-site staff where the employee's wages are otherwise a reimbursable Cost of the Work as provided in this Paragraph.

The wages and salaries of certain Contractor supervisory and administrative employees performing preconstruction services will be reimbursable Cost of the Work at the rates set forth in the applicable Work Order even though the personnel are not assigned to the Project site only if authorized or approved in advance by the Owner.

The wages and salaries of certain other Contractor supervisory and administrative employees performing services that support the Work will be reimbursable Cost of the Work even though the personnel are not assigned to the Project site only if specifically approved in advance by the Owner.

- b. Labor burden for salaried employees, including the actual cost of employee and/or union benefits, an allocation for worker's compensation calculated at sixty percent (60%) of the standard state rate for the employee classification (before experience modifiers) and the actual costs by employee for FICA, Medicare, SUTA and FUTA, including the effect of applicable statutory wage limits and other factors

are included in the rates set forth in the applicable Work Order. Costs for company vehicles assigned to salaried (or hourly) employees and other equipment such as cell phones, PDA's, and the like are not included in labor burden but may separately be reimbursable as provided in Paragraph 2.e of this Exhibit.

- c. Wages of hourly construction workers directly employed by the Contractor to perform the construction of the Work when located at the Project site or, with the Owner's prior written approval, at off-site workshops at the rates set forth in the applicable Work Order.
- d. Labor burden for hourly employees including the actual cost of employee and/or union benefits, an allocation for worker's compensation calculated at sixty percent (60%) of the standard state rate for the employee classification (before experience modifiers), and labor burden related to FICA, Medicare, SUTA and FUTA, accurately addressing the effect of applicable statutory wage limits and other factors at the rates set forth in the applicable Work Order. Labor burden shall not include small tools, safety supplies, consumable supplies, drug testing or similar items which may separately be Reimbursable Costs as provided in Paragraph 2.e of this Exhibit.
- e. Materials, tools, minor equipment, permits, fees and services purchased, rented, leased or used for the Work, including related costs of transportation, storage, repairs and taxes paid on such items at the time of purchase (this does not include Taxes due on progress, final, or retainage payments). Any surplus or excess materials or tools or minor equipment remaining as the Work as completed shall be returned for refund or sold for fair value by the Contractor, with all proceeds applied to reduce the reimbursable Cost of the Work.
- f. The cost of all Contractor owned rental equipment, materials or temporary structures including any repair and maintenance costs except normal wear and tear. Rental equipment shall be obtained from the lowest cost rental source whether it is the Contractor or a third party. Repair and/or maintenance of the Contractor's equipment is not intended to restore the equipment to a condition better than it was when it initially came to the Project. If the Contractor rents equipment from a third party, then the rate shall be the lowest available rate.

Contractor shall maintain and repair all tools and equipment and to safeguard said tools and equipment from loss, vandalism, and theft.

The rental equipment rate for equipment owned by Contractor shall be charged at the lower of seventy-five percent (75%) of the current AED Green Books (published by Equipment Watch) published rate or the current rate as listed in the equipment rental Exhibit to the applicable Work Order. Recovery periods should reflect useful life for each category of equipment.

Each item in the equipment rental Exhibit to the applicable Work Order shall include adequate identifying information such as use, manufacturer, make, model, dimensions/length, blade size, capacity, fuel usage, horse power, voltage/ampereage, weight, etc., such that accurate identification can be determined. These descriptors shall match Contractor's owned equipment rental log.

With respect to Contractor's owned equipment, rental shall be based on monthly rates but prorated on a daily basis (monthly rate divided by 30.4). Days used to prorate monthly rates to daily should be consistent with the calculation of days to charge each piece of rental equipment.

All rental equipment owned by Contractor that has been used to construct the Project and that has accumulated rental charges equal to seventy-five percent (75%) of the Contractor's current replacement cost for the equipment shall be provided for the remainder of the Project at no additional rental cost and shall remain as property of the Contractor. Replacement costs on a piece of equipment may not be modified during the term of the applicable Work Order.

Each piece of Contractor owned equipment rented to the Project shall be identified by a unique number and the use of each piece of equipment shall be tracked by that number on Contractor's owned equipment rental log for the Project. The Contractor's owned equipment rental log shall include a unique equipment identification number, a definitive equipment description, date on site, date off site, replacement cost, monthly rate pro-rated to daily, days billing per month, this month billing calculation and cumulative billing to date, maximum rental allowed for each rented item. The Contractor's owned equipment rental log shall be available in Excel format or other format requested by the Owner.

- g. Payments made to Subcontractors and Suppliers in accordance with the terms of the Project subcontracts

and supply agreements. To properly control costs, the Contractor shall ensure that subcontracts or supply agreements awarded on a cost reimbursable or cost-plus basis have terms for costs to be reimbursed similar to those in this Exhibit.

- h. Costs for Subcontractor performance guarantees to the extent required by the Contract.
- i. Expenses for travel outside the metropolitan area in which the Project is located incurred by the Contractor's employees in connection with the Work if the travel has been approved in advance by the Owner.
- j. Repairs or corrections for damaged or nonconforming Work, provided the repairs or corrections were not caused by the negligence of the Contractor, and only to the extent the cost is not recoverable by the Contractor from others.
- k. Costs of Contractor's performance & payment bonds, to the extent required under the Contract.
- l. Other similar, customary and appropriate costs of the Contractor's Work when approved in writing by the Owner.
- m. That portion of the cost of insurance maintained by the Contractor that is directly attributable to the Project expressed as a percentage of the Cost of the Work ("Insurance Cost Percentage"). The Insurance Cost Percentage applicable to the Project will be set forth in the applicable Work Order. Insurance costs to be included in any Application for Payment shall equal the Cost of the Work (other than insurance costs) included in such Application for Payment multiplied by the Insurance Cost Percentage.
- n. Costs for any additional project-specific insurance purchased only for this Project with the Owner's prior written approval. This does not include any of the insurance in the previous Paragraph 2.m.
- o. The Contractor's actual cost of taxes on its business operations (including business and occupation tax) directly attributable to the Contractor's revenue from this Project. Changes in the effective tax rates on business operations (including business and occupation tax) after the GMP is calculated may warrant an equitable adjustment in the GMP.
- p. To the extent allowed by the terms of the Contract Documents, costs incurred by the Contractor for warranty work may be a reimbursable Cost of the Work under the same terms as costs incurred prior to the warranty period.

Costs Not to Be Reimbursed

- 3. The reimbursable Costs of the Work shall not include the following:
 - a. Costs included in the Contractor's Fee as provided in Paragraph 4 below.
 - b. Costs resulting from the Contractor's or a Subcontractor's or Supplier's willful, malicious or intentionally wrongful acts or failures to act, breach of the Contract by Contractor, or negligent performance of the Work by the Contractor or its Subcontractors or Suppliers.
 - c. Costs that could be reimbursed for more than one category, including by way of example only, equipment costs that the Contractor might otherwise include in hourly rates for personnel.
 - d. Any cost not included as a reimbursable Cost of the Work in Paragraph 2 above, except with the Owner's prior written approval.
 - e. Deductibles paid under the Owner's all risk property insurance, subject to the cap set forth in Section 11.3.1.3 of the General Conditions.
 - f. Contractor's costs not part of or due to the Project.

Costs Included in the Contractor's Fee

- 4. The Contractor's Fee shall constitute the Contractor's sole compensation for the following aspects of the Contractor's business, and the following costs shall not be a Cost of the Work:
 - a. The salaries and other compensation for Contractor's personnel stationed at Contractor's principal office or offices other than the Project site office, except for Contractor's personnel specifically listed in the applicable Work Order as a reimbursable Cost of the Work within Contractor's General Conditions Costs.

- b. The Contractor's profit, including profit on all self-performed Work.
 - c. Profit margins or similar mark-ups on costs for Work performed by subsidiaries or other related entities of the Contractor unless specifically disclosed to and approved by the Owner.
 - d. Costs associated with support staff normally stationed in the Contractor's principal office or offices other than the Project site office providing accounting, data processing and information technology, general corporate management and supervision (including company-wide safety officers), equipment rental, labor relations, legal and similar functions except as specifically provided in Paragraph 2 of this Exhibit or specifically approved in advance by the Owner.
 - e. Costs of centralized and generally shared data processing, information technology and communications equipment, systems and networks maintained at or from the Contractor's principal office or offices other than the Project site office, except as specifically provided in Paragraph 2 of this Exhibit.
 - f. Costs associated with bonuses, incentives, incentive compensation, stock options, deferred compensation and similar employee programs, regardless of where the employee is stationed for the Work.
 - g. Discretionary costs intended to be incentives or recognition for Project team members such as lunches, parties, clothing, awards and similar expenses, unless approved in advance by the Owner.
- This Agreement entered into as of the day and year first written above. h. Cost of the Contractor's share of mediation and/or dispute resolution, if any, as provided in Section 15.3 of the General Conditions.
- i. Legal, mediation, and arbitration costs including attorney fees related to disputes or actions between the Contractor and its employees, Subcontractors, Suppliers and other third parties (including Owner), unless approved in advance by the Owner.
 - j. Uncompensated losses related to insurance maintained by the Contractor, including those due to deductibles or self-insured retentions, or due to other causes, including denials of coverage and claims exceeding policy limits. Deductibles and/or self-insured retentions associated with worker compensation insurance are compensated as a part of labor burden.
 - k. Accrued costs or contingent costs to cover self-insurance, self-insured retention or insurance deductibles, including the property insurance deductible amount set forth in Section 11.3.1.3 of the General Conditions.
 - l. Financing or other costs of capital employed in the Work.
 - m. Costs the Contractor may incur that are not a reimbursable Cost of the Work or costs that exceed the GMP as adjusted by Change Orders.

EXHIBIT C
2018 STATE LAW ADDENDUM

Contractor agrees to comply with the additional terms and conditions contained in this State Law Addendum for the state where the Project is located (listed in the applicable Work Order or Proposal), which will supersede and have priority over any inconsistent or conflicting terms or provisions contained in the applicable Work Order or Proposal, the Agreement, or the General Conditions. References to the A102 and A201 are to the applicable Agreement and General Conditions respectively.

State Supplement List

OWNER *(Signature)*

CONTRACTOR *(Signature)*

(Printed name and title)

(Printed name and title)

<u>Alabama</u>	<u>Illinois</u>	<u>Montana</u>	<u>Rhode Island</u>
<u>Alaska</u>	<u>Indiana</u>	<u>Nebraska</u>	<u>South Carolina</u>
<u>Arizona</u>	<u>Iowa</u>	<u>Nevada</u>	<u>South Dakota</u>
<u>Arkansas</u>	<u>Kansas</u>	<u>New Hampshire</u>	<u>Tennessee</u>
<u>California</u>	<u>Kentucky</u>	<u>New Jersey</u>	<u>Texas</u>
<u>Colorado</u>	<u>Louisiana</u>	<u>New Mexico</u>	<u>Utah</u>
<u>Connecticut</u>	<u>Maine</u>	<u>New York</u>	<u>Vermont</u>
<u>Delaware</u>	<u>Maryland</u>	<u>North Carolina</u>	<u>Virginia</u>
<u>District of Columbia</u>	<u>Massachusetts</u>	<u>North Dakota</u>	<u>Washington</u>
<u>Florida</u>	<u>Michigan</u>	<u>Ohio</u>	<u>West Virginia</u>
<u>Georgia</u>	<u>Minnesota</u>	<u>Oklahoma</u>	<u>Wisconsin</u>
<u>Hawaii</u>	<u>Mississippi</u>	<u>Oregon</u>	<u>Wyoming</u>
<u>Idaho</u>	<u>Missouri</u>	<u>Pennsylvania</u>	

ALABAMA

1. Retainage on payments to a Subcontractor, a Sub-subcontractor, or a Supplier will not exceed the retainage percentage on payments to Contractor, pursuant to Ala. Code § 8-29-3.
2. Section 9.3.4 (A201): Contractor will fully comply with Ala. Code tit. 35, ch. 11, art. 5, div. 8 (Mechanics and Materialmen Liens) in all respects and so that Contractor receives all notices thereunder.
3. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to Ala. Code § 8-29-3.

ALASKA

1. Section 9.3.4 (A201): Contractor will fully comply with Alaska Stat. tit. 34, ch. 35, art. 2 (Mechanics and Materialmen Liens) in all respects and so that Contractor receives all notices thereunder.

ARIZONA

1. Any lien waivers, including unconditional or conditional, required by the Contract Documents will be in the form required by Ariz. Rev. Stat. § 33-1008(D).

2. Retainage on payments to a Subcontractor, a Sub-subcontractor, or a Supplier will not exceed the retainage percentage on payments to Contractor, pursuant to Ariz. Rev. Stat. § 32-1129.02.
3. Pursuant to Ariz. Rev. Stat. § 32-1158(A)(9), Owner has the right to file a written complaint with the Arizona Registrar of Contractors for an alleged violation of Ariz. Rev. Stat. § 32-1154(A) provided that such complaint is made within two (2) years of the occurrence of the alleged violation. The Arizona Registrar of Contractors phone number is (602) 542-1525 and their website address is www.azroc.gov.
4. Section 9.3.4 (A201): Contractor will fully comply with Ariz. Rev. Stat. tit. 33, ch. 7, art. 6, (Mechanics' and Materialmen's Liens) in all respects and so that Contractor receives all notices thereunder.
5. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to Ariz. Rev. Stat. § 32-1129.02.
6. Paragraph 2(m) of A102, Exhibit B (Cost of the Work) is revised to read as follows: "Arizona State Sales Tax ("ASST") on consumable supplies and equipment rented from third parties as required by law that are separate from the ASST on the total cost of the Work added to the Applications for Payment."

ARKANSAS

1. Section 9.3.4 (A201): Contractor will fully comply with Ark. Code tit. 18, ch. 44 (Mechanics' and Materialmen's Liens) in all respects and so that Contractor receives all notices thereunder.

CALIFORNIA

1. Any lien waivers, including unconditional or conditional, required by the Contract Documents will be in the appropriate form required by Cal. Civ. Code §§ 8132, 8134, 8136 and 8138.
2. Contractor will release retention to its Subcontractors, Sub-subcontractors, or Suppliers within ten (10) days after receiving all or part of a retention payment, pursuant to Cal. Civ. Code § 8814.
3. Section 9.3.4 (A201): Contractor will fully comply with Cal. Civ. Code div. 4, pt. 6, tit. 2, ch. 4 (Mechanics Liens) in all respects and so that Contractor receives all notices thereunder.
4. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to Cal. Bus. & Prof. Code § 7108.5.

COLORADO

1. Section 9.3.4 (A201): Contractor will fully comply with Colo. Rev. Stat. tit. 38, art. 22 (General Mechanics' Lien) in all respects and so that Contractor receives all notices thereunder.
2. Section 9.6.7 (A201): Pursuant to Colo. Rev. Stat. § 38-22-127, all funds disbursed to Contractor or Subcontractors, Sub-subcontractors, Suppliers or any other entity on account of the Project will be held in trust for the payment of the Subcontractors, Sub-subcontractors, Suppliers or any other entity that has furnished laborers, materials, services, or labor, who have a lien, or may have a lien, against the Project site, or who claim, or may claim, against a principal and surety under the provisions of this Section and for which such disbursement was made, subject to the other requirements of Colo. Rev. Stat. § 38-22-127.

CONNECTICUT

1. Section 5.3.1 (A201): Contractor will include provisions in its subcontracts ensuring that all Subcontractors, Sub-subcontractors, and Suppliers comply with Conn. Gen. Stat. § 42-158j.
2. Section 9.3 (A201): Contractor will include in each Application for Payment a statement showing the status of all pending Change Orders, Construction Change Directives, and other pending modifications to the Contract Documents. Such statement will identify all pending Change Orders, Construction Change Directives, and other pending modifications, and will include the date such item was initiated, the costs associated with the item's performance and a description of any Work completed. Conn. Gen. Stat. § 42-158j.
3. Section 9.3.4 (A201): Contractor will fully comply with Conn. Gen. Stat. tit. 49, ch. 847 (Liens) in all respects and so that Contractor receives all notices thereunder.
4. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to Conn. Gen. Stat. § 42-158j.

DELAWARE

1. Section 5.3.1 (A201): Contractor will include provisions in its subcontracts consistent with 6 Del. Code § 3506.
2. Section 9.3.4 (A201): Contractor will fully comply with Del. Code tit. 25, ch. 27 (Mechanics' Liens) in all respects and so that Contractor receives all notices thereunder.
3. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to 6 Del. Code §§ 3501–3509.
4. Section 9.6.7 (A201): Pursuant to 6 Del. Code § 3502, all moneys or funds received by Contractor, will be trust funds in the hands of Contractor. Contractor will not pay out, use, or appropriate any amounts paid to it until such amounts have first been applied to the payment all amounts due and owing by Contractor to its Subcontractors, Sub-Subcontractors, and Suppliers, pursuant to 6 Del. Code § 3503.

DISTRICT OF COLUMBIA

1. Section 9.3.4 (A201): Contractor will fully comply with D.C. Code tit. 40, ch. 3 (Mechanics, Materialmen, and Contractors Liens) in all respects and so that Contractor receives all notices thereunder.
2. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to D.C. Code §§ 27-134 and 27-135.

FLORIDA

1. Any lien waivers, including unconditional or conditional, required by the Contract Documents will be in the appropriate form required by Fla. Stat. § 713.20.
2. Section 9.3.4 (A201): Contractor will fully comply with Fla. Stat. tit. XL, ch. 713, pt. 1 (Construction Liens) in all respects and so that Contractor receives all notices thereunder.
3. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to Fla. Stat. § 715.12.

GEORGIA

1. Any lien waivers, including unconditional or conditional, required by the Contract Documents will be in the appropriate form required by Ga. Code § 44-14-366.
2. Not later than fifteen (15) days after Contractor physically commences Work on the Project site, a notice of commencement will be filed by Contractor with the clerk of the superior court in the county in which the Project is located. A copy of the notice of commencement will be posted on the Project site. The Notice of Commencement will comply with Ga. Code § 44-14-361.5.
3. Contractor will release retention to its Subcontractors, Sub-subcontractors, or Suppliers within ten (10) days after receiving all or part of a retention payment, pursuant to Ga. Code § 13-11-6.
4. Section 9.3.4 (A201): Contractor will fully comply with Ga. Code. tit. 44, ch. 14, art. 8, pt. 3 (Mechanics and Materialmen) in all respects and so that Contractor receives all notices thereunder.
5. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to Ga. Code § 13-11-4.

HAWAII

1. Section 9.3.4 (A201): Contractor will fully comply with Haw. Rev. Stat. §§ 507–41 *et. seq.* (Mechanic's and Materialmen's Lien) in all respects and so that Contractor receives all notices thereunder.
2. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to Haw. Rev. Stat. § 444–25.

IDAHO

1. Contractor will release retention to its Subcontractors, Sub-subcontractors, or Suppliers within ten (10) days after receiving all or part of a retention payment, pursuant to Idaho Code § 29-115(4).
2. Section 9.3.4 (A201): Contractor will fully comply with Idaho Code § 45, ch. 5 (Liens of Mechanics and Materialmen) in all respects and so that Contractor receives all notices thereunder.

ILLINOIS

1. Section 9.3 (A201): Pursuant to 770 Ill. Comp. Stat. 60/5, Contractor will submit with each Application for Payment a statement in writing, under oath or verified by affidavit, of the names and addresses of the parties furnishing labor, services, material, fixtures, apparatus or machinery, and forms or form work (including all Subcontractors, Sub-subcontractors, and Suppliers) on the Project and of the amounts due or to become due to each.
2. Section 9.3.4 (A201): Contractor will fully comply with 770 Ill. Comp. Stat. 60 (Mechanics Lien Act) in all respects and so that Contractor receives all notices thereunder.
3. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to 815 Ill. Comp. Stat. 603/10(2).
4. Sections 9.6.8.2, 13.7.2 (A201): Any subordination of lien rights will be done pursuant to Illinois law, including 770 Ill. Comp. Stat. 60/1.

INDIANA

1. Section 9.3.4 (A201): Contractor will fully comply with Ind. Code. tit. 32, art. 28, ch. 3 (Mechanic's Liens) in all respects and so that Contractor receives all notices thereunder.

IOWA

1. Section 9.3.4 (A201): Contractor will fully comply with Iowa Code tit. XIV, ch. 572 (Mechanic's Liens) in all respects and so that Contractor receives all notices thereunder.

KANSAS

1. Section 9.3.4 (A201): Contractor will fully comply with Kan. Stat. ch. 60, art. 11 (Liens for Labor and Material) in all respects and so that Contractor receives all notices thereunder.
2. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to Kan. Stat. § 16-1803.

KENTUCKY

1. Contractor will release retention to its Subcontractors, Sub-subcontractors, or Suppliers within fifteen (15) days after receiving all or part of a retention payment, pursuant to Ky. Rev. Stat. § 371.410.
2. Section 9.3.4 (A201): Contractor will fully comply with Ky. Rev. Stat. tit. XXXI, ch. 376 (Statutory Liens) in all respects and so that Contractor receives all notices thereunder.
3. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to Ky. Rev. Stat. § 371.405.

LOUISIANA

1. Section 9.3.4 (A201): Contractor will fully comply with La. Rev. Stat. §§ 9:4801 *et seq.* (Private Works Act) in all respects and so that Contractor receives all notices thereunder.
2. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to La. Rev. Stat. § 9:2784.

MAINE

1. Contractor will release retention to its Subcontractors, Sub-subcontractors, or Suppliers within seven (7) days after receiving all or part of a retention payment, pursuant to Me. Rev. Stat. tit. 10, § 1116.
2. Section 9.3.4 (A201): Contractor will fully comply with Me. Rev. Stat. tit. 10, pt. 7, ch. 603 in all respects and so that Contractor receives all notices thereunder.
3. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to Me. Rev. Stat. tit. 10, §§ 1114 – 1116.

MARYLAND

1. Retainage on payments to a Subcontractor, a Sub-subcontractor, or a Supplier will not exceed the retainage percentage on payments to Contractor, pursuant to Md. Code, Real Prop. § 9-304.

2. Section 9.3.4 (A201): Contractor will fully comply with Md. Code, Real Prop. tit. 9, sub. 1 (Mechanics' Liens) in all respects and so that Contractor receives all notices thereunder.
3. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to Md. Code, Real Prop. § 9-302.

MASSACHUSETTS

1. Any lien waivers, including unconditional or conditional, required by the Contract Documents will be in the form required by Mass. Gen. Laws ch. 254, § 32.
2. Section 9.3.4 (A201): Contractor will fully comply with Mass. Gen. Laws ch. 254 (Liens on Buildings and Land) in all respects and so that Contractor receives all notices thereunder.
3. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to Mass. Gen. Laws ch. 149, § 29E.
4. Section 9.6.8.2 (A201): Contractor will and hereby does subordinate all of its lien rights and will ensure that all its Subcontractors, Suppliers and Sub-subcontractors will subordinate their lien rights, to the lien of the mortgage(s) relating to this Project held by lender(s) for the Project, their successors or assigns to the maximum extent permitted by applicable law.

MICHIGAN

1. Any lien waivers, including unconditional or conditional, required by the Contract Documents will be in the form required by Mich. Comp. Laws § 570.1115.
2. Section 9.3.4 (A201): Contractor will fully comply with Mich. Comp. Laws § 570.1101 *et seq.* (Construction Lien Act) in all respects and so that Contractor receives all notices thereunder.

MINNESOTA

1. Section 9.3.4 (A201): Contractor will fully comply with Minn. Stat. ch. 514 (Liens Against Property) in all respects and so that Contractor receives all notices thereunder.
2. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to Minn. Stat. § 337.10.
3. Section 13.1 (A201): The Contract will be governed by the laws of the State of Minnesota, pursuant to Minn. Stat. § 337.10.

MISSISSIPPI

1. Section 9.3.4 (A201): Contractor will fully comply with Miss. Code §§ 85-7-401 *et seq.* (Special Liens on Real Estate or Other Property) in all respects and so that Contractor receives all notices thereunder.
2. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to Miss. Code § 87-7-5.

MISSOURI

1. Retainage on payments to a Subcontractor, a Sub-subcontractor, or a Supplier will not exceed the retainage percentage on payments to Contractor, pursuant to Mo. Stat. § 436.315.
2. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to Mo. Stat. §§ 436.318 and 436.324.
3. Section 9.3.4 (A201): Contractor will fully comply with Mo. Stat. §§ 429.010 *et seq.* (Mechanics' and Materialmen's Liens) in all respects and so that Contractor receives all notices thereunder.

MONTANA

1. Retainage on payments to a Subcontractor, a Sub-subcontractor, or a Supplier will not exceed the retainage percentage on payments to Contractor, pursuant to Mont. Code § 28-2-2110.
2. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to Mont. Code § 28-2-2103.

3. Section 9.3.4 (A201): Contractor will fully comply with Mont. Code tit. 71, ch. 3, pt. 5 (Construction Liens) in all respects and so that Contractor receives all notices thereunder.
4. Section 13.1 (A201): The Contract will be governed by the laws of the State of Montana, pursuant to Mont. Code § 28-2-2116.

NEBRASKA

1. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to Neb. Rev. Stat. § 45-1203.
2. Section 9.3.4 (A201): Contractor will fully comply with Neb. Rev. Stat. §§ 52-125 – 52-159 (Nebraska Construction Lien Act) in all respects and so that Contractor receives all notices thereunder.

NEVADA

1. Any lien waivers, including unconditional or conditional, required by the Contract Documents will be in the form required by Nev. Rev. Stat. § 108.2457.
2. Section 9.3.4 (A201): Contractor will fully comply with Nev. Rev. Stat. tit. 9, ch. 108 (Mechanics' and Materialmen's Liens) in all respects and so that Contractor receives all notices thereunder.
3. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to Nev. Rev. Stat. § 624.624.

NEW HAMPSHIRE

1. Section 9.3.4 (A201): Contractor will fully comply with N.H. Rev. Stat. tit. XLI, ch. 447 (Liens for Labor and Materials) in all respects and so that Contractor receives all notices thereunder.

NEW JERSEY

1. Section 9.3.4 (A201): Contractor will fully comply with N.J. Stat. tit. 2A, ch. 44A (Construction Lien Law) in all respects and so that Contractor receives all notices thereunder.
2. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to N.J. Stat. § 2A:30A-2.

NEW MEXICO

1. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to N.M. Stat. § 57-28-5.
2. Section 9.3.4 (A201): Contractor will fully comply with N.M. Stat. ch. 48, art. 2 (Mechanics' and Materialmen's Liens) in all respects and so that Contractor receives all notices thereunder.

NEW YORK

1. Any lien waivers, including unconditional or conditional, required by the Contract Documents will be in the form required by N.Y. Lien Law § 2-9.
2. Retainage on payments to a Subcontractor, a Sub-subcontractor, or a Supplier will not exceed the retainage percentage on payments to Contractor, pursuant to N.Y. Gen. Bus. Law § 756-c.
3. Section 9.3.4 (A201): Contractor will fully comply with N.Y. Lien Law ch. 33, art. 2 (Mechanics' Liens) in all respects and so that Contractor receives all notices thereunder.
4. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to N.Y. Gen. Bus. Law §§ 756–758.

NORTH CAROLINA

1. Section 9.3.4 (A201): Contractor will fully comply with N.C. Gen. Stat. ch. 44A, art. 2 (Statutory Liens on Real Property) in all respects and so that Contractor receives all notices thereunder.
2. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to N.C. Gen. Stat. ch. 22C.

NORTH DAKOTA

1. Section 9.3.4 (A201): Contractor will fully comply with N.D. Cent. Code ch. 35-27 (Construction Lien) in all respects and so that Contractor receives all notices thereunder.

OHIO

1. Section 9.3.4 (A201): Contractor will fully comply with Ohio Rev. Code ch. 1311 (Liens) in all respects and so that Contractor receives all notices thereunder.
2. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to Ohio Rev. Code § 4113.61.

OKLAHOMA

1. Section 9.3.4 (A201): Contractor will fully comply with Okla. Stat. tit. 42, ch. 3 (Mechanics and Materialmen Liens) in all respects and so that Contractor receives all notices thereunder.

OREGON

1. Contractor is not engaged in any common enterprise with any Subcontractor and Contractor does not retain the right to control the manner and method in which any Subcontractor performs its Work.
2. The first, second, and third sentences of Section 3.18.2 of the General Conditions (A201) are replaced as follows:
"§ 3.18.2 FOR THE SOLE PURPOSE OF EFFECTING THE INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT AND NOT FOR THE BENEFIT OF ANY THIRD PARTIES UNRELATED TO THE INDEMNIFIED PARTIES, CONTRACTOR SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY THAT MAY BE GRANTED IT UNDER ANY WORKERS COMPENSATION OR INDUSTRIAL IMMUNITY LAWS; PROVIDED, HOWEVER, THIS WAIVER DOES NOT APPLY TO ANY OREGON WORKERS COMPENSATION OR INDUSTRIAL IMMUNITY LAWS. THE CONTRACTOR SHALL DISCUSS, NEGOTIATE, AND REQUIRE EACH OF ITS SUBCONTRACTORS TO WAIVE ANY IMMUNITY THAT MAY BE GRANTED IT UNDER ANY WORKERS COMPENSATION OR INDUSTRIAL IMMUNITY LAWS; PROVIDED, HOWEVER, THIS WAIVER DOES NOT APPLY TO ANY OREGON WORKERS COMPENSATION OR INDUSTRIAL IMMUNITY LAWS."
3. Section 9.3.4 (A201): Contractor will fully comply with Or. Rev. Stat. tit. 9, ch. 87 (Statutory Liens) in all respects and so that Contractor receives all notices thereunder.
4. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to Or. Rev. Stat. § 701.630.

PENNSYLVANIA

1. Section 9.3.4 (A201): Contractor will fully comply with Pa. Cons. Stat. tit. 49 (Mechanics' Lien Law of 1963) in all respects and so that Contractor receives all notices thereunder.
2. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to 73 Pa. Cons. Stat. §§ 507, 509.

RHODE ISLAND

1. Section 9.3.4 (A201): Contractor will fully comply with R.I. Gen. Laws tit. 34, ch. 28 (Mechanics' Liens) in all respects and so that Contractor receives all notices thereunder.

SOUTH CAROLINA

1. The Owner and Contractor specifically waive S.C. Code § 29-6-30 and S.C. Code § 29-6-50 and agree to the rates of interest and payment periods specified in the Contract.
2. Section 9.3.4 (A201): Contractor will fully comply with S.C. Code tit. 29, ch. 5 (Mechanics' Liens) in all respects and so that Contractor receives all notices thereunder.
3. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to S.C. Code tit. 29, ch. 6 (Payments to Contractors, Subcontractors, and Suppliers).

SOUTH DAKOTA

1. Section 9.3.4 (A201): Contractor will fully comply with S.D. Codified Laws tit. 44, ch. 9 (Mechanics' and Materialmen's Liens) in all respects and so that Contractor receives all notices thereunder.

TENNESSEE

1. Section 9.3.4 (A201): Contractor will fully comply with Tenn. Code tit. 66, ch. 11 (Mechanics' and Materialmen's Liens) in all respects and so that Contractor receives all notices thereunder.
2. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to Tenn. Code tit. 66, ch. 34 (Tennessee Prompt Pay Act of 1991).

TEXAS

1. Any lien waivers, including unconditional or conditional, required by the Contract Documents will be in the appropriate form required by Tex. Prop. Code §§ 53.281-.287.
2. Section 9.3.4 (A201): Contractor will fully comply with Tex. Prop. Code tit. 5, ch. 53 (Mechanic's, Contractor's, or Materialman's Lien) in all respects and so that Contractor receives all notices thereunder.
3. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to Tex. Prop. Code § 28.002.

UTAH

1. Retainage on payments to a Subcontractor, a Sub-subcontractor, or a Supplier shall be the same retainage percentage on payments to Contractor, pursuant to Utah Code § 13-8-5.
2. Any lien waivers, including unconditional or conditional, required by the Contract Documents will be in the appropriate form required by Utah Code § 38-1a-802.
3. Section 9.3.4 (A201): Contractor will fully comply with Utah Code tit. 38, ch. 1A (Preconstruction and Construction Liens) in all respects and so that Contractor receives all notices thereunder.
4. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to Utah Code § 58-55-603.

VERMONT

1. Contractor will release retention to its Subcontractors, Sub-subcontractors, or Suppliers within seven (7) days after receipt of a retention payment, pursuant to V.S.A. tit. 9, § 4005.
2. Section 9.3.4 (A201): Contractor will fully comply with V.S.A. tit. 9, §§ 1921 *et seq.* (Contractors' Liens for Labor or Material) in all respects and so that Contractor receives all notices thereunder.
3. Section 9.6.2 (A201): Contractor will ensure that all Subcontractors, Sub-subcontractors, and Suppliers are paid pursuant to V.S.A. tit. 9, § 4003.

VIRGINIA

1. Section 5.1 (A102): Contractor guarantees that the Cost of the Work plus the Contractor's Fee shall not exceed the amount set forth as the GMP in the applicable Work Order, as adjusted for additions or deductions made by Change Order in accordance with the Contract Documents.
2. Sections 1.2.4, 3.2.5, 3.12.6 (A201): Contractor represents, warrants, and guarantees all "representations" set forth in the aforementioned Sections
3. Section 9.3.4 (A201): Contractor will fully comply with Va. Code tit. 43, ch. 1 (Mechanics' and Materialmen's Liens) in all respects and so that Contractor receives all notices thereunder.
4. Section 15.2 of the General Conditions (A201) is amended and restated in its entirety as follows: To the maximum extent permitted by law, Contractor waives the right to assert any and all claims, offsets, defenses, and counterclaims based on contributory negligence.

WASHINGTON

1. Section 5.1.4 of the Agreement (A102) is amended and restated in its entirety as follows:

"§ 5.1.4 With respect to Projects located in the state of Washington, WSST otherwise applicable to the cost of certain portions of the Project may be eligible for deferral pursuant to RCW 82.63 (the "Sales Tax Deferral") based on the Owner's intended uses of the Project (such eligible construction being referred to hereinafter as the "Qualifying Investment"). The Owner will provide the Contractor with a copy of the Sales Tax Deferral Certificate as soon as it is received from the Washington Department of Revenue ("DOR"). If WSST for the Qualifying Investment is deferred and if, for any reason, any part of the WSST so deferred is subsequently required to be repaid by the Contractor, the Contractor shall pay all required amounts to DOR and the Owner shall promptly reimburse the Contractor, together with any penalties that are or become due in connection therewith; and the Owner shall indemnify and hold the Contractor harmless from any and all costs, expenses and claims arising out of or related to any Sales Tax Deferral for the Qualifying Investment. The Contractor will cooperate and assist the Owner in any challenges or audits to the RCW 82.63 benefit, all at the Owner's sole cost and expense. In any contest regarding the benefit allowed under RCW 82.63, the Owner shall be the primary contact with the DOR. The Contractor shall promptly notify the Owner of any such action of which it becomes aware and will promptly forward to the Owner any correspondence regarding such challenge or audit. The Owner shall have the right to contest or review (in the name of the Owner) any proceedings regarding the Sales Tax Deferral. The Contractor shall without limitation furnish, on a timely basis, such data, documents, information, and assistance, and make such appearances, as may be reasonable required by the Owner, all at the Owner's sole cost and expense. The Contractor will execute all reasonably necessary instruments in connection with any such protest, appeal or other proceedings. The Owner shall be entitled to any resulting refund (obtained by reason of any such proceeding or otherwise) whether obtained by the Contractor or the Owner. The Owner shall give the Contractor notice of the amount of any deferral the Owner obtains reasonably promptly after the Owner has knowledge of the Sales Tax Deferral."

2. The first and second sentences of Section 3.18.2 of the General Conditions (A201) are replaced as follows:

"§ 3.18.2 FOR THE SOLE PURPOSE OF EFFECTING THE INDEMNIFICATION OBLIGATIONS UNDER THE CONTRACT AND NOT FOR THE BENEFIT OF ANY THIRD PARTIES UNRELATED TO THE INDEMNIFIED PARTIES, THE CONTRACTOR SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY THAT MAY BE GRANTED IT UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW. THIS PROVISION HAS BEEN EXPRESSLY AND MUTUALLY NEGOTIATED."

3. Section 9.3.4 (A201): Contractor will fully comply with RCW tit. 60, ch. 04 (Mechanics' and Materialmen's Liens) in all respects and so that Contractor receives all notices thereunder.

WEST VIRGINIA

1. Section 9.3.4 (A201): Contractor will fully comply with W. Va. Code ch. 38, art. 2 (Mechanics' Liens) in all respects and so that Contractor receives all notices thereunder.

WISCONSIN

1. Section 9.3.4 (A201): Contractor will fully comply with Wis. Stat. ch. 779, sub. I (Construction Liens) in all respects and so that Contractor receives all notices thereunder.

WYOMING

1. Section 9.3.4 (A201): Contractor will fully comply with Wyo. Stat. tit. 29, ch. 2 (Contractors or Materialmen) in all respects and so that Contractor receives all notices thereunder.