

AGREEMENT BETWEEN OWNER AND CONTRACTOR  
FOR SMALL PROJECTS DESIGN AND CONSTRUCTION

Based on the  
ConsensusDOCS® 205 Standard Short Form Agreement  
between Owner and Contractor  
(Where Contract Price is a Lump Sum)

**THIS AGREEMENT** is made the xx day of xx, xxxx, and shall be referred to by “*Contract No. xxxx*” in all correspondence.

**BETWEEN:**

- (1) xxxx, whose offices are located at: xxxx (hereinafter called "the **Contractor**") of the one part; and
- (2) xxxx, whose offices are located at: xxxx (hereinafter called "the **Owner**") of the other part.

**Recitals:**

- A. The Owner wishes to have certain design and construction services performed for various small projects on its properties throughout the greater Americas region, but the location, scope, and cost of those projects is not defined at this time.
- B. The Contractor is willing to perform and complete such services, and has tendered a proposal to do which the Owner has accepted.

**Agreement:**

1. In this document (the “**Agreement**”), words and expressions have the same meanings as are respectively assigned to them in the other documents listed in Paragraph 2 below.
2. The following documents are integral parts of this Agreement, and are to be read and construed accordingly: -

Document Title	Description	Date	No. of Pages
<b>Contract Price Appendix</b>	Rates for selected indirect costs items and agreed OH&P	dd-Mmm-yyyy	1
<b>Owner Sites Appendix</b>	Site locations and identification of Owner’s representative for each site	dd-Mmm-yyyy	1
<b>ConsensusDOCS 205</b> Standard Short Form Agreement Between Owner and Contractor (Where Contract Price is a Lump Sum)	ConsensusDOCS standard (template) general terms and conditions of contract	2007 edition	16

*continued on next page ...*

Document Title	Description	Date	No. of Pages
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<b>Owner Addendum</b> to ConsensusDOCS 205 for Small Projects Design and Construction	Owner's uniform "special conditions" amendment to the ConsensusDOCS standard provisions for "SPGC" use	12-Dec-2009 edition	12
<b>General Requirements</b> for use with ConsensusDOCS 205 for Small Projects Design and Construction	Owner's general and procedural requirements for small projects construction contractors	21-Dec-2009 edition	20
Owner RFP Addendum No. 1	Addendum No. 1 to the Owner RFP Documents	dd-Mmm-yyyy	xx
Owner RFP Addendum No. 2	Addendum No. 2 to the Owner RFP Documents	dd-Mmm-yyyy	xx
Owner RFP Addendum No. [ ]	Addendum No. [ ] to the Owner RFP Documents	dd-Mmm-yyyy	xx
Contractor's Proposal	Contractor's Proposals and supporting documents	dd-Mmm-yyyy	xx
Contractor' Transition Plan	Contractor's Preliminary Transition Plan and Timeline	dd-Mmm-yyyy	xx

3. The Owner may authorize, and the Contractor shall perform, any of the construction services generally described in the Agreement, for which Contractor will be compensated in accordance with the terms of the Agreement and as may be further set forth in each such authorization.
4. In consideration of the payments to be made by the Owner to the Contractor under the Agreement, the Contractor hereby covenants with the Owner to construct and complete the Work and correct any defects therein in conformity with the provisions of the Agreement.
5. The Owner hereby covenants to pay the Contractor, in consideration of the construction and completion of the Work and the correcting of defects therein, the final Contract Price at the times and in the manner prescribed by the Agreement. The Contract Price as of the execution of this Agreement is set forth in the **Contract Price Appendix**.
6. The Date of Commencement is dd-Mmm-yyyy.
7. The Expiration Date is dd-Mmm-yyyy.
8. The "**Non-Disclosure Agreement**" applicable to this Agreement is that separate agreement between **xxxx** and **xxxx**, dated **dd-Mmm-yyyy** and bearing the number xxxxxx.

*[signatures follow on next page]*

**IN WITNESS WHEREOF** this Agreement has been executed the day and year first written above.

SIGNED by and in the name of the )

**Owner** by its authorized signatory: )

[type signer's full name] )

[type signer's title]

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*Authorized Signature*

SIGNED by and in the name of the )

**Contractor** by its authorized signatory: )

[type full name] )

[type signer's title]

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*Authorized Signature*



## CONTRACT PRICE APPENDIX

dd-Mmm-yyyy

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**1.0 Direct Costs-of Work**

Direct Costs of Work for each Project will be pass-through to Owner based on a build-up of competitive bids agreed to by the Owner Representative. Contractor's Markups will be applied to the Direct Costs of Work per Part 2 below, and then converted to a fixed price.

**2.0 Contractor's Markup**

[ insert here "Tab 1" from the bid worksheet MS Excel file as completed and agreed ]

**3.0 General Conditions**

[ insert here "Tab 2" from the bid worksheet MS Excel file as completed and agreed ]

-- END OF CONTRACT PRICE APPENDIX --

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## OWNER SITES APPENDIX

dd-Mmm-yyyy

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Site Name	Site Code	Campus Name	Campus Code	Owner Internal Designation	Owner Site Representative
1.		1.			
		2.			
		3.			
2.		4.			
		5.			
		6.			
3.		7.			
		8.			
		9.			
4.		10.			
5.		11.			

-- END OF OWNER SITES APPENDIX --

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**CONSENSUSDOCS® 205 STANDARD SHORT FORM AGREEMENT**  
**BETWEEN OWNER AND CONTRACTOR**  
 (Where Contract Price is a Lump Sum)  
 2007 Edition

The "ConsensusDOCS® 205 Standard Short Form Agreement between Owner and Contractor (Where Contract Price is a Lump Sum)" used as the basis for this Agreement is subject to copyright, as follows:

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Owner represents to Contractor that it has obtained this document legally and under valid license with the copyright holder, and Contractor, by signing the Agreement, shall be deemed to have expressly agreed to (1) strictly refrain from any violation of that copyright and (2) hold Owner harmless from any violation of that copyright on its part.

	embedded Adobe Acrobat file: <a href="#">2_CD 205 General Conditions.pdf</a>
	 (also included in the " <a href="#">SPGC Agreement Reference CD-ROM</a> ")

**DWH note: Please visit [ConsensusDOCS bookstore](#) to obtain a copy of 205 – Short Form.**

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## OWNER ADDENDUM

to the ConsensusDOCS® 205 Standard Short Form Agreement  
Between Owner and Contractor  
(Where Contract Price is a Lump Sum)

## FOR SMALL PROJECTS DESIGN AND CONSTRUCTION

12-Dec-2009 edition

The following modifications, additions and/or deletions to the provisions of the ConsensusDOCS 205 "Standard Short Form Agreement Between Owner and Contractor (Where Contract Price is a Lump Sum)" shall amend, supplement and/or supersede those provisions as they apply to this Agreement:

ConsensusDOCS 205 Article/Paragraph Reference	Owner Addendum
1 THE WORK	<p><b>Add</b> the following new clauses to the end of Article 1:</p> <p><b>1.1 The Work.</b> Refer to the <b>Agreement</b> for names, values and other data to be inserted.</p> <p><u>General:</u></p> <ul style="list-style-type: none"> <li>(a) The Work will consist of numerous discrete undertakings or varying type, scale and complexity, each of which will be authorized by the Owner using the process set forth in <b>Section 2 of the General Requirements</b>. Each one of those discrete portions of the Work is referred to as a "<b>Project</b>".</li> <li>(b) The Projects will occur across some or all of the Owner sites identified in the <b>Owner Sites Appendix</b> (the "<b>Sites</b>").</li> <li>(c) The Owner may request the supplier to provide emergency construction services that could occur at nights, weekends, and holidays. The supplier shall provide a documented process with call a list and contact information for Owner to request this service.</li> <li>(d) It is the Owner's intent that individual Projects will not exceed <u>\$[ ]</u>, although the Owner reserves the right to authorize larger Projects under this Agreement if it so chooses.</li> </ul> <p><u>Phased Project Authorizations:</u></p> <ul style="list-style-type: none"> <li>(a) For purposes of authorizing the Contractor to carry out a Project, each will be divided into the following three phases: <ul style="list-style-type: none"> <li>.1 Programming and Preliminary Estimating</li> <li>.2 Design and Detailed Estimating</li> <li>.3 Bid, Award and Construction</li> </ul> </li> <li>(b) Precise phasing will be agreed upon prior to each initial Project authorization for programming and conceptual design services, but may change later as end-user needs change.</li> </ul> <p style="text-align: right;"><i>continued on next page ...</i></p>

ConsensusDOCS 205 Article/Paragraph Reference	Owner Addendum
	<p><i>continued from previous page ...</i></p> <ul style="list-style-type: none"> <li>(c) The Owner may elect to split or combine the phases for any given Project based on its nature, complexity or anticipated cost.</li> <li>(d) A fixed price and schedule must be agreed for each Project phase before the subsequent phase will be authorized.</li> <li>(e) The General Requirements sets forth “generic” requirements, in the sense that a highly complex Project might appropriately require everything specified and more, while a very simple Project might only require the most basic types of scope documentation, cost estimating, scheduling and design documentation. Since each Project will have its own unique scope and circumstances, the Contractor and the Owner Site Representative will need to work collaboratively to define the exact level of required detail for scope documentation, cost estimating, scheduling and design documentation in each case.</li> </ul> <p><u>Programming and Preliminary Estimating Phase (Phase 1)</u></p> <p>In this phase, the Contractor’s primary responsibility is to gather basic data on the feasibility of the end-user’s requested space use, operation, maintenance, and service requirements for the proposed Project, then document the results sufficient for the Owner to decide whether or not to proceed. The Contractor’s deliverables for this phase are:</p> <ul style="list-style-type: none"> <li>.1 Scope Narrative, which is described in Paragraph 1.1 of <b>Section 1 of the General Requirements</b>;</li> <li>.2 Rough Order-of-Magnitude (ROM) total cost estimate (inclusive of design and estimating support for funding purposes) which is described in Paragraph 2.2 of <b>Section 2 of the General Requirements</b>; and</li> <li>.3 Level 1 (L1) Milestone Schedule, which is described in Paragraph 6.2 of <b>Section 6 of the General Requirements</b>.</li> </ul> <p><u>Design and Detailed Estimating Phase (Phase 2)</u></p> <p>In this phase, the Contractor’s primary responsibility is use the output of the Programming and Preliminary Estimating Phase to develop bid-level design documentation and a budget-level cost estimate/execution schedule. The Contractor’s deliverables for this phase are:</p> <ul style="list-style-type: none"> <li>.1 Detailed Design, which is described in Paragraph 1.2 of <b>Section 1 of the General Requirements</b>;</li> <li>.2 Budget Estimate, which is described in Paragraph 2.3 of <b>Section 2 of the General Requirements</b>; and</li> <li>.3 Provisional Integrated EPC Schedule, which is described in Paragraph 6.4 of <b>Section 6 of the General Requirements</b>.</li> </ul> <p><i>continued on next page ...</i></p>

ConsensusDOCS 205 Article/Paragraph Reference	Owner Addendum
	<p><i>continued from previous page ...</i></p> <p><u>Bid, Award and Construction Phase (Phase 3)</u></p> <p>In this phase, the Contractor will obtain subcontractor and material supplier bids against the approved detailed design, compile them into its total Project fixed price proposal and then execute the work once authorized by the Owner. The Contractor's deliverables for this phase are:</p> <ul style="list-style-type: none"> <li>.1 Project Fixed Price Proposal, which is described in Paragraph 2.4 of <b>Section 2 of the General Requirements</b>; and</li> <li>.2 Baseline Project Schedules, which is described in Paragraph 6.4 of <b>Section 6 of the General Requirements</b>.</li> </ul> <p><b>1.2 Design Procured by Contractor.</b> Subject to Paragraph 1.3 below, the Contractor shall procure, as a subcontractor, all necessary architectural and engineering design services from qualified, licensed, independent design professionals retained by the Contractor. The person or entity providing architectural and engineering services shall be referred to as "the <b>Designer</b>".</p> <ul style="list-style-type: none"> <li>(a) Designer's services shall be procured pursuant to a separate agreement between the Contractor and the Designer. Nothing in the Contract Documents is intended to create any legal or contractual relationship between Owner and the Designer or any other of the Contractor's design consultants.</li> <li>(b) The Designer shall perform all necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings and specifications that comply with Owner Master Specification and Standards and other design submittals to permit the Contractor to complete the Work consistent with the Contract Documents.</li> <li>(c) The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project.</li> <li>(d) For each Project, the Owner's program is an initial description of the Owner's objectives, that may include budget and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements. The Contractor shall be responsible for procuring the design and for the construction of the Work consistent with the Owner's program, as such program may be modified by the Owner during the course of the Work. (Refer to <b>Section 1 of the General Requirements</b>.)</li> </ul> <p><i>continued on next page ...</i></p>

ConsensusDOCS 205 Article/Paragraph Reference	Owner Addendum
	<p><i>continued from previous page ...</i></p> <p>(e) For each Project, the Contractor and the Owner shall agree upon any interim design submissions that Owner may wish to review, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. The Owner's review and approval of interim design submissions and the construction documents is for the purpose of mutually establishing a conformed set of construction documents compatible with the requirements of the Work. Neither the Owner's review nor approval of any interim design submissions or construction documents shall be deemed to transfer any design liability from the Contractor to the Owner. (Refer to <b>Section 1 of the General Requirements.</b>)</p> <p><b>1.3 Design by Owner.</b> The Owner may, at its discretion, elect to provide the detailed design for a Project. In such cases, apart from contracting and payment, the Contractor shall remain responsible for coordination with Owner's design consultant and integration into the Project construction scope definition and estimating efforts as though the Contractor's own Design Consultant were providing the design.</p>
2 CONTRACT PRICE	<p><b>No changes</b> to the provisions of this Article – refer to the <b>Agreement</b> for names, values and other data to be inserted.</p>
3 EXHIBITS	<p><b>Replace</b> this Article in its entirety with Paragraph 2 of the <b>Agreement.</b></p>
4 ETHICS	<p><b>Add</b> the following new clauses to the end of Article 4:</p> <p><b>4.1 Compliance with Owner's Business Code of Conduct.</b></p> <p>By executing the Agreement, the Contractor certifies that the Agreement is made without fraud or collusion. Neither the Contractor nor the Contractor's representatives: (1) have offered or paid nor agreed or arranged to pay any kickbacks or bribes to Owner employees or representatives; or (2) have induced or received or made arrangements to receive in the future from any other the Contractor, supplier, seller, consultant, manufacturer or representative of same any unlawful or unethical payments, services or items provided with intent to influence the Contractor in connection with its proposed services for Owner; or (3) have sought to influence any Owner employee or representative having sourcing or contracting responsibilities at Owner by providing that person or that person's immediate family members a payment on behalf of, a loan to, deposits to the account of, extraordinary accommodations for such things as travel and lodging, free or reduced price vacations or holiday trips and accommodations, free passes and tickets to ski facilities, golf clubs/courses, sports events, theatre presentations and other entertainment packages or events, or free stock certificates, stock options or</p>

ConsensusDOCS 205 Article/Paragraph Reference	Owner Addendum
	<p>subscriptions or any other service or thing with intent to influence; or (4) have provided in contemplation of the Agreement nor will the Contractor nor the Contractor's representatives provide hereafter as a promotional item (no cost to the Owner or recipient) to the Owner's employees or representatives any service or thing of more than nominal value ("nominal value" being \$100.00 or less).</p> <p><b>4.2 US Foreign Corrupt Practices Act.</b></p> <p>The Contractor warrants to the Owner that it will not violate the US Foreign Corrupt Practices Act* ("FCPA") in any respect having relevance to the Agreement, and represents (1) that it has not violated the FCPA in any such respect and (2) that none of its employees, officers or principals are officials or representatives of any government, or are candidate for, any such positions having jurisdiction or other influence over the Agreement.</p> <p>* URL: <a href="http://www.usdoj.gov/criminal/fraud/fcpa/">http://www.usdoj.gov/criminal/fraud/fcpa/</a></p>
5 THE CONTRACTOR'S RESPONSIBILITIES	<p><b>Add</b> the following to the end of Paragraph 5.6 [<i>Safety</i>]:</p> <p>The Contractor shall develop, maintain and enforce a rigorous health and safety program, with supporting processes and procedures, for all aspects of carrying out the Work on the Worksite. The Owner has established certain corporate (overall) and site-specific Environmental/Health and Safety ("EHS") requirements, including a requirement for Site Incident Prevention Plans ("SIPP's"). The Contractor shall prepare a "<b>Contractor EHS Plan</b>" and submit it to the Owner for review and acceptance, which plan shall comprehend those Owner EHS requirements, which are available at:</p> <p>URL: [ ]</p> <p><b>Add</b> the following new clauses after Paragraph 5.12:</p> <p><b>5.13 Access to Owner's Premises</b></p> <p>The Owner's permission for access to Owner premises by any of the Contractor's personnel (including subcontractors and material suppliers) shall be conditioned on compliance by Contractor and each of Contractor's personnel with the "<b>Contingent Workforce Policy</b>" available on the Owner supplier website*, which conditions Contractor shall be solely responsible for making known to them.</p> <p>* URL: [ ]</p> <p>The Owner reserves the right to deny access to its owned, leased or otherwise occupied premises to any person, and accordingly may, without limiting any of the Contractor's obligations under the Agreement, instruct the Contractor to remove any of its personnel from the Owner's premises and/or to bar that person from carrying out further work pursuant to the Contract in response to his or her (1) failure, in the Owner's discretionary determination, to comply with the conditions of access set forth herein, (2) violation, in the</p>

ConsensusDOCS 205 Article/Paragraph Reference	Owner Addendum
	<p>Owner's discretionary determination, of any other of the Owner's published policies, (3) infraction of law or (4) demonstrated or otherwise apparent lack of competence, as determined by the Owner at its discretion.</p> <p>Within 3 (three) business days of receipt of any such instruction, the Contractor shall deploy replacement personnel, who shall be subject to all requirements under the Agreement with respect to competence and skill to carry out the work assigned them.</p> <p><b>5.14 Publicity</b></p> <p>Neither party nor any of the Contractor's subcontractors or material suppliers may use the other party's name or logos in advertisements, news releases, professional or trade papers or presentations, list of references, lead sheets or other types of publicity nor otherwise disclose the existence or content of the Agreement without the other's prior written consent, consistent with the Owner's business policies and procedures, except as may be required by governing law or order of a court of competent jurisdiction.</p> <p><b>5.15 Confidential Information and Trade Secrets</b></p> <p>During the course of the Work, the Contractor may have, or may be provided with, access to the Owner's confidential information and materials and trade secrets. The Contractor agrees to maintain the Owner's confidential information in accordance with the terms of the Agreement and any applicable separate nondisclosure agreement(s) between the Owner and the Contractor. The Contractor's employees who receive a badge from the Owner to access the Owner's facilities will be required to sign a separate non-disclosure agreement prior to admittance to the facilities or access to the Owner's computer networks. The Contractor shall develop a detailed procedure for periodic reminders of its obligations under this Paragraph to all its employees, subcontractors and material suppliers and representatives who access Owner premises or who are exposed to the Owner's confidential information.</p> <p><b>5.16 Non-Disclosure Agreement</b></p> <p><b>"Non-Disclosure Agreement"</b> means the separate nondisclosure agreement(s) between the Parties (or their respective parents) identified on the Agreement, and which is incorporated into this Agreement by this reference for those purposes relevant to which it may be referred to herein.</p>



ConsensusDOCS 205 Article/Paragraph Reference	Owner Addendum
6 OWNER'S RESPONSIBILITIES	<p><b>Delete</b> Paragraph 6.1 [<i>Financial Information</i>] in its entirety (the Owner shall have no obligation to provide any evidence of financing).</p> <p><b>Add</b> the following to the end of Article 6:</p> <p>The Owner has assigned an experience construction project manager to act as Contractor's single-point-of contact for each Site (the "Owner Site Representative"), who will perform for each Project the following duties:</p> <ul style="list-style-type: none"> <li>• obtain input from an Owner design/engineering manager or specific discipline engineer in additional design development meetings or make them part of the Contractor's design development, as required;</li> <li>• organize/deploy all Owner project resources (including the Facilities Management Service Provider, if applicable);</li> <li>• review scope/function definitions with Owner end-users and the Contractor;</li> <li>• provide preliminary schedule with starting and ending date;</li> <li>• identify applicable Owner internal cost centers/job codes;</li> <li>• facilitate the Owner's internal funding procedures;</li> <li>• establish manner of interactions between Owner end-user, internal finance and procurement personnel, operational "owner" for the work and the Contractor's project team;</li> <li>• advise the Contractor regarding site logistics and mobilization plan;</li> <li>• provide contract governance (manage the contract using agreed performance metrics, etc.)</li> <li>• enforce the contractual change management provisions and ensure compliance with the Owner's change management policies and procedures;</li> <li>• facilitate "escalations" by or in response to Owner end-user or user groups; and</li> <li>• facilitate the Project acceptance and close-out process.</li> </ul>
7 SUBCONTRACTS	<p><b>Add</b> the following to the end of Article 7:</p> <p>Refer to <b>Section 3 of the General Requirements</b> for information regarding subcontractor prequalification requirements.</p>

ConsensusDOCS 205 Article/Paragraph Reference	Owner Addendum
8 CONTRACT TIME	<p><b>Add</b> the following to the end of Paragraph 8.1 [<i>Date of Commencement</i>]:</p> <p>Signing of the Agreement itself does not authorize the Contractor to carry out any portions of the Work. The Contractor shall only carry out portions of the Work if and to the extent authorized by the Owner in a formal release document (a “<b>Release</b>”), and the Owner shall have no obligation with respect to payment for any portion of the Work until it is authorized in a Release. When countersigned by the Owner, the estimate form provided as <b>Attachment 1 to Section 2</b> of the General Requirements will serve as the Release for that Project.</p> <p><b>Modify</b> the provisions of Paragraph 8.2 [<i>Time</i>] as follows:</p> <p>The deadline for achieving Substantial Completion and final completion of each portion of the Work will be set forth in each Release. Time limits stated in each Release are and will be of the essence of the Agreement.</p>
9 SCHEDULE OF THE WORK	<b>No changes</b> to the provisions of this Article.
10 DELAYS AND EXTENSIONS OF TIME	<b>No changes</b> to the provisions of this Article.
11 ALLOWANCES	<b>No changes</b> to the provisions of this Article.
12 CHANGES	<p><b>Add</b> the following to the end of Paragraph 12.1:</p> <p>Change Orders shall be in the form provided as ‘<b>Attachment 1</b>’ hereto.</p> <p><b>Replace</b> Paragraph 12.3 [<i>Cost or Credit Determination</i>] in its entirety with the following:</p> <p>12.3.1 An increase or decrease in the Contract Price and/or the Contract Time resulting from a change in the Work shall be determined by establishment of a mutually accepted, itemized lump sum, using unit prices or rates set forth in the Contract Price Appendix as a basis where they apply.</p>
13 PAYMENT	<p><b>Modify</b> the 1<sup>st</sup> (first) sentence of Paragraph 13.2 [<i>Progress Payments</i>] to read as follows:</p> <p>The Contractor shall submit to Owner a monthly application for payment each month on the mutually agreed invoicing date for work completed and billable during the preceding thirty (30) Days, which the parties shall review together submittal promptly. After making any agreed corrections, the Contractor shall submit promptly a formal commercial invoice for the agreed amounts.</p> <p style="text-align: right;"><i>continued on next page ...</i></p>

ConsensusDOCS 205 Article/Paragraph Reference	Owner Addendum
	<p><i>... continued from previous page</i></p> <p><b>Modify</b> the 4<sup>th</sup> (fourth) sentence of Paragraph 13.2 [<i>Progress Payments</i>] to read as follows:</p> <p>The Owner shall pay the amount otherwise due on any payment application, less any amounts as set forth below, no later than <b>thirty (30) Days</b> after the Contractor has submitted a complete and accurate payment application.</p> <p><b>Modify</b> the Paragraph 13.3 [<i>Retainage</i>] to read as follows:</p> <p>Final Payment or a portion of that may be retained until the requirements of the Project Close Out as described in <b>Section 15 of the General Requirements</b> have been satisfied.</p> <p><b>Add</b> the following to the end of Paragraph 13.6 [<i>Substantial Completion</i>]:</p> <p>The foregoing shall be subject to the proviso that, unless Owner has agreed otherwise in writing, if Contractor fails to complete or correct any of those remaining items to the satisfaction of Owner within 30 (thirty) days after acceptance of the Certificate of Substantial Completion, then Owner may employ other contractors to complete or correct those items at the risk and expense of Contractor, and all costs and expenses incurred by Owner in doing so that are in excess of the retained amounts shall be a debt due from Contractor to Owner.</p>
14 INDEMNITY	<b>No changes</b> to the provisions of this Article.
15 INSURANCE	<p><b>Insert</b> the following figures into Paragraph 15.1:</p> <p><b>15.1.1 Employers' Liability Insurance</b></p> <ul style="list-style-type: none"> <li>a. \$ <b><u>1,000,000.<sup>00</sup></u></b> Bodily Injury by Accident Each Accident</li> <li>b. <u>[Contractor's determination]</u> Bodily Injury by Disease Policy Limit</li> <li>c. <u>[Contractor's determination]</u> Bodily Injury by Disease Each Employee</li> </ul> <p><b>15.1.2 Business Automobile Liability Insurance</b></p> <ul style="list-style-type: none"> <li>a. \$ <b><u>1,000,000.<sup>00</sup></u></b> Each Accident</li> </ul> <p><b>15.1.3 Commercial General Liability Insurance</b></p> <ul style="list-style-type: none"> <li>a. \$ <b><u>2,000,000.<sup>00</sup></u></b> Each Occurrence</li> <li>b. \$ <b><u>5,000,000.<sup>00</sup></u></b> <del>General Annual</del> Aggregate</li> <li>c. <u>[Contractor's determination]</u> Products/Completed Operations Aggregate</li> <li>d. <u>[Contractor's determination]</u> Personal and Advertising Injury Limit</li> </ul> <p style="text-align: right;"><i>continues on next page ...</i></p>

ConsensusDOCS 205 Article/Paragraph Reference	Owner Addendum
	<p><i>... continued from previous page</i></p> <p><b>15.1.4 Professional Liability Insurance for A/E Services</b></p> <p>The Contractor and any of its subcontracted design consultants who perform architectural/engineering design services under the Agreement shall maintain (in addition to any other insurance required under the Agreement) Professional Liability Insurance with minimum limits of USD \$1,000,000 per Project and \$1,000,000 in aggregate for claims arising from the negligent performance of those architectural or engineering design services. Any deductible on that coverage shall be the Contractor's responsibility and not the Owner's. Coverage shall include errors and omissions and prior acts sufficient to cover the services performed. If the Contractor or any of those design consultants obtains Project-specific insurance (i.e., does not rely on its on-going practice-wide coverage to meet this requirement), then: (a) the insurance shall be continued in effect for 3 (three) years after final payment under the Agreement by the Owner; and (b) the policy shall require (1) the insurer to provide the Owner with 30 (thirty) days written notice of any material change or cancellation and (2) be evidenced to the Owner by furnishing certificates of insurance within 30 (thirty) days of the Commencement Date.</p> <p><b>Add</b> the following new clause after the end of Paragraph 15.1:</p> <p><b>15.1.4 General Insurance Provisions</b></p> <p>15.1.4.1. Each subcontractor who performs operations on the Worksite shall maintain in their own name equivalent coverage to that specified for the Contractor in Paragraphs 15.1.1, 15.1.2 and 15.1.3 above, <u>except</u> that the minimum limits for Commercial General Liability Insurance shall only be \$ <u>1,000,000.<sup>00</sup></u> for each occurrence and \$ <u>2,000,000.<sup>00</sup></u> in annual aggregate.</p> <p>15.1.4.2. The Contractor shall obtain all required insurance coverage from insurers rated "A-" or better by A.M. Best Official Rating Guide, with a financial rating of "VII" or better.</p> <p>15.1.4.3. All policies for Commercial General Liability Insurance shall: (a) include the Owner as an additional insured; (b) include a waiver of subrogation in favor of the Owner; (c) be primary, and any insurance maintained by the Owner or its affiliates or parent(s) shall be excess and non-contributing; (d) be, at Contractor's option, be provided in any combination of Commercial General Liability and Excess Liability insurance; and (e) include coverage for: 1) Bodily Injury; 2) Blanket Contractual Liability, covering contractual liability assumed under the Agreement; 3) Broad form Property Damage Liability; 4) Cross-Liability and Severability of Interest; 5) Explosion, Collapse and Underground Hazard; and 6) three (3) years extension of Products and Completed Operations coverage after the date of final completion.</p> <p><i>continued on next page ...</i></p>

ConsensusDOCS 205 Article/Paragraph Reference	Owner Addendum
	<p><i>... continued from previous page</i></p> <p><b>Add</b> the following at the end of Paragraph 15.3 [<i>Property Insurance</i>]:</p> <p>The Contractor is hereby advised that the Owner does <u>not</u> intend to purchase the property insurance required by this Agreement, and the Contractor hereby waives its right to be so notified in writing per Paragraph 15.3.1, and therefore:</p> <p>_.1 the Contractor shall obtain coverage equivalent to that specified in Paragraph 15.3, with the following necessary modifications: (a) the Owner shall be the loss payee; (b) the Contractor, and not the Owner, shall be solely responsible for any deductible amounts or coinsurance penalties; and (c) prior to commencement of the Work, the Contractor, and not the Owner, shall provide the Owner with a copy of the policy obtained in compliance with this Paragraph;</p> <p>_.2 it is agreed that the Contract Price includes all necessary amounts to compensate the Contractor for providing this coverage, and thus no Change Order will be required; and</p> <p>_.3 the amount for extent of liability in Paragraph 15.3.3 shall be no less than the amount of coverage provided by the Builder's Risk Policy specified in Paragraph 15.3.</p> <p><b>Delete</b> Paragraph 15.5 [<i>Additional Liability insurance</i>] in its entirety.</p>
16 BONDS	<p><b>Modify</b> Article 16 to read as follows:</p> <p>Performance and Payment Bonds <u>are not</u> required.</p>
17 CONSEQUENTIAL DAMAGES	<p><b>No changes</b> to the provisions of this Article.</p>
18 RISK OF LOSS	<p><b>Modify</b> Article 18 to read as follows:</p> <p>Risk of loss and/or damage to the Work shall be upon the Contractor until the Date of Substantial Completion, unless otherwise agreed to by the Parties after the Date of Commencement.</p>
19 NOTICE TO CURE AND TERMINATION	<p><b>Add</b> the following new clause after Paragraph 19.6:</p> <p><b>19.7 Termination By Owner For Convenience</b></p> <p>19.7.1 Upon written notice to the Contractor, the Owner may, without cause, terminate this Agreement. The Contractor shall immediately stop the Work, follow the Owner's instructions regarding shutdown and termination procedures and strive to minimize any further costs.</p> <p>19.7.2 If the Owner terminates this Agreement pursuant to this Paragraph, the Contractor shall be paid for the portions of the Work performed to-date including overhead and reasonable profit and for all demobilization costs and costs incurred as a result of the termination, but not including overhead or profit on work not performed.</p>



ConsensusDOCS 205 Article/Paragraph Reference	Owner Addendum
	<p>19.7.3 If the Owner terminates this Agreement pursuant to this Paragraph, the Contractor shall:</p> <p>_.1 execute and deliver to the Owner all papers and take all action required to assign, transfer and vest in the Owner the rights of the Contractor to all materials, supplies and equipment for which payment has or will be made in accordance with the Agreement and all subcontracts, orders and commitments which have been made in accordance with the Agreement;</p> <p>_.2 exert reasonable effort to reduce to a minimum the Owner's liability for subcontracts, orders and commitments that have not been fulfilled at the time of the termination;</p> <p>_.3 cancel any subcontracts, orders and commitments as the Owner directs; and</p> <p>_.4 sell at prices approved by the Owner any materials, supplies and equipment as the Owner directs, with all proceeds paid or credited to the Owner.</p>
20 CLAIMS AND DISPUTE RESOLUTION	<b>Insert</b> a mark in Paragraph 20.4 to indicate that the Parties agree to <b>arbitration</b> (and not litigation) as the binding dispute resolution procedure.
21 ASSIGNMENT	<p><b>Add</b> the following at the end of Article 21:</p> <p>... <u>provided that</u>, the Owner may assign or otherwise transfer to an affiliate or subsidiary entity its rights and/or obligations under the Agreement, in whole or in part, immediately upon notifying the Contractor of such assignment or transfer. For purposes of this Paragraph, the term "affiliate" means any other company that directly or indirectly controls, is controlled by, or is under common control with, the Owner ("control" in this context meaning direct or indirect ownership of 50% or more of the shares or voting rights in such company) and which term expressly encompasses the terms "parent" and "subsidiary" as they relate thereto.</p>
22 GOVERNING LAW	<b>No changes</b> to the provisions of this Article.
23 JOINT DRAFTING	<b>No changes</b> to the provisions of this Article.

-- END OF ADDENDUM --

ATTACHMENTS TO THE OWNER ADDENDUM  
to the  
ConsensusDOCS® 205 Standard Short Form Agreement  
Between Owner and Contractor  
FOR SMALL PROJECTS DESIGN AND CONSTRUCTION

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Attachment 1 – Change Order Form:

 .XLS Object	embedded MS Excel 2003 file: <i>SPGC OwnerAddendum_Att_2.xls</i>
	 (also included in the “ <i>SPGC Agreement Reference CD-ROM</i> ”)

-- END OF ATTACHMENTS --

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GENERAL REQUIREMENTS  
for use with  
ConsensusDOCS® 205 Standard Short Form Agreement  
Between Owner and Contractor  
FOR SMALL PROJECTS DESIGN AND CONSTRUCTION  
21-Dec-2009 edition

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## SECTION 1: PROJECT SCOPE DOCUMENTATION AND DESIGN

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### 1.1. Phase 1: Programming and Preliminary Estimating

- 1.1.1. Basic scope definition must be achieved at the very beginning through interactive planning and programming sessions with the Owner end-user (and Owner Site Representative, if necessary). The purpose of the scope narrative deliverable is to define and document Project scope in outline form, and do so clearly, concisely and accurately enough that later buy-out of the necessary goods and services will be possible with reasonable certainty within the ROM Estimate and L1 Milestone Schedule.
- 1.1.2. Each Project will begin as a “request” by an Owner end-user, who will typically not be well - versed in design or construction management. The Owner’s staff is not sufficient in most cases to assist all of those that end-users in defining the needs, constraints, schedule and costs related to their request. A primary element of the Work, therefore, is for the Contractor to work closely with those end-users to define and document the scope, schedule and budget for each Project.
- 1.1.3. The required level of scope definition and design documentation will depend on the scope of the Project. Not all Projects will require a detailed scope narrative or engineered design drawings. The extent of design required will therefore need to be a collaborative decision between the Contractor and the Owner Site Representative. In addition, there will be local, state and federal AHJ codes that may dictate the extent and form of required design.

### 1.2. Phase 2: Design and Detailed Estimating

- 1.2.1. Not every Project will require the services of a design consultant, therefore, the Scope Narrative in those cases must address sufficiently the intent and functionality of the end-user’s requirements for estimating purposes.
- 1.2.2. For Project on those Sites where the Owner maintains resident engineering or a employs a site utility management system, the Contractor shall follow the relevant Owner’s established processes and procedures as they are provided to it during the Programming and Preliminary Estimating Phase.
- 1.2.3. Schedule and lead a kick-off meeting to start Project design process. In that meeting:-
  - (a) Review design criteria with Owner; establish performance and delivery criteria and assumptions to ensure Owner’s requirements are being met;
  - (b) Coordinate stakeholders/end-user goals, design criteria and standards, schedules, budgets, and other objectives for the Project.
  - (c) Agree on the applicable Project master specifications and other Owner design requirements with the Owner Site Representative.
  - (d) Determine technical requirements for all required spaces and design standards (computer room, labs, backup power, specialty lighting, security, LSS, etc.).
- 1.2.4. The drawings and specifications must be complimentary, and coordination of the design documents must coincide with the development of the Project scope of work.
- 1.2.5. Manage construction document production from all consultants, and be responsible for quality assurance/quality control and coordination between consultants.

- 1.2.6. Select, manage, and coordinate the work of any specialist professional services consultants (surveying, interiors, seismic, civil, etc.) required. Inform Owner Site Representative of any specialist services consultants that will be obtained for the Project.
- 1.2.7. Review each design stage output with Owner Site Representative before proceeding to next design stage. Interim reviews of the working drawings and specifications may be required, as determined by the Owner Site Representative, who will also review all changes resulting from the review. In general, reviews will be required at 30% completion (intermediate review), 60% completion (long-leads items identified), 90% completion and the final "issued for construction" ("IFC") stage.
- 1.2.8. Provide input to constructability, methods and materials for best value to the Owner. Track and document detailed breakout budgeting of any value engineering suggestions (qualitative and quantitative impacts).

### 1.3. Phase 3: Bid, Award and Construction

- 1.3.1. The Owner Site Representative may instruct that approval of materials and equipment submissions by certain Owner engineering or operations personnel is required for any given Project. The purpose of any such approvals will be to ensure compliance with the relevant Master Design Standards (MDS) or Master Construction Specifications (IMCS). In those cases, the Owner Site Representative will assist the Contractor in identifying the relevant IMDS/IMCS provisions.
- 1.3.2. Prepare and submit the necessary construction documents for AHJ plan review, plan review corrections and all building permits.
- 1.3.3. Provide all necessary certifications and obtain all regulatory approvals for project construction and occupancy.

#### Attachments to this Section:

- None

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## SECTION 2: COST ESTIMATING AND PROJECT PRICING

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### 2.1. General Estimating Requirements

- 2.1.1. All cost estimates and fixed price proposals must:-
  - (a) include the entire scope of the Project, so that the Owner can rely on the estimate or proposal as representing 100% of the cost or price for the defined scope;
  - (b) include a concurrent "Basis of Estimate" that documents all assumptions and exclusions;
  - (c) be prepared using the Owner Work Breakdown Structure (WBS), the outline of which is provided as **Attachment 2-1** to this Section; and
  - (d) segregate "capital" from "expense" costs (using Owner's WBS and Owner-provided accounting guidelines) for (1) direct costs of work ("**COW**") and (2) indirect costs (System 01, IMF Divisions 00-01) and all other costs, which include (i) overhead and profit and (ii) any of Owner's costs that Contractor is instructed to include in the estimate (collectively, "**Indirects**").

## 2.2. Phase 1: Programming and Preliminary Estimating

- 2.2.1. Meet with Owner Site Representative and the Owner end-user representative to define initial requirements for project scope, schedule and budget.
- 2.2.2. Promptly after the meeting, prepare and submit an “order-of-magnitude” estimate, which shall be:-
  - (a) within AACEI Category 3 ( $\pm$  30% accuracy);
  - (b) prepared at the system level, as taken from the WBS; and
  - (c) supported by benchmarks for similar projects for Owner or elsewhere.
- 2.2.3. After submitting the estimate, organize and conduct a “go/no-go” review meeting with the Owner Site Representative and the Owner end-user representative.

## 2.3. Phase 2: Design and Detailed Estimating

- 2.3.1. If the Owner Site Representative gives a “go” decision following the review meeting, then:
  - (a) prepare a detailed program and schematic design in consultation with the Owner Site Representative and the Owner end-user representative; and
  - (b) develop a Project scope statement, design/construction schedule and budget estimate.
- 2.3.2. The budget estimate shall be:-
  - (a) made up of any necessary combination of:-
    - (i) detailed “bottom-up” estimate that clearly itemizes labor, material, adjustment factors, contingency and allowances, as well as the applicable overhead/profit percentages set forth in the Contract Price Appendix; and/or
    - (ii) compiled subcontractor and material supplier bids;
  - (b) supported by benchmarks for similar projects for Owner or elsewhere; and
  - (c) supported by an explanation (if requested) of any significant variance from the approved order of magnitude estimate.
- 2.3.3. The budget estimate will be used together with the approved scope statement and schedule as a basis for the Owner to commit internal funding for the Project.
- 2.3.4. Highlight cost reduction opportunities in the requested scope when preparing the program and design. At a minimum, point out any requests that are inconsistent with industry standards and best known methods. Any such cost reduction opportunities should be itemized and presented as options with the budget estimate.

## 2.4. Phase 3: Bid, Award and Construction

- 2.4.1. Following notification by the Owner of funding approval:-
  - (a) solicit and compile competitive subcontractor and material supplier bids;
  - (b) present a fixed-price (lump sum) Project proposal based on those bids
    - (i) For COW, obtain competitive subcontractor and material supplier bids for each major item of equipment and each major sub-contract/trade contractor work packages.
      - Design consultant fees and related costs are to be included in the COW.
      - Attach bid summaries to the fixed price Project proposal. Assumed threshold of “major item” and “major package” is \$25,000, however, Owner may at its sole discretion modify that minimum threshold in response to commercial conditions or to comply with internal policies changes.

- Keep original bid summaries on file with Project records.
  - (ii) For items where Contractor is acting as the Owner's procurement agent, provide a "should-cost" estimate for each package to use as a "good value" comparison against the material supplier's bid.
- 2.4.2. Include with the fixed price Project proposal an explanation of any significant variance from the approved budget estimate.
- 2.4.3. Each fixed price Project proposal shall remain valid for 60 days after submission. Ensure that all subcontractor and material supplier quotes have at least the same validity period.
- 2.4.4. Following negotiation and acceptance of the proposal, the Owner will counter-sign the Release as the Contractor's authorization to proceed with detailed design, subcontractor/material supplier commitments and or construction.

**Attachments to this Section:**

- **Attachment 2-1 – Owner's Required Estimate Format** (and form of Release)

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## SECTION 3: SUBCONTRACTOR QUALIFICATION AND PROCUREMENT

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### 3.1. Pre-Qualification

- 3.1.1. Formally pre-qualify all trade subcontractors and suppliers using the minimum criteria set forth below, and provide records (upon request) of the pre-qualification to the Owner. The Owner reserves the right, without incurring any obligation to the Contractor for additional cost or extension of time, to reject (or instruct the Contractor to remove) any subcontractor that does not meet the specified requirements.

Category	Minimum Criteria
Management	<ul style="list-style-type: none"> <li>• Firm has performed a minimum of 3 projects of similar type within the past 5 years</li> <li>• References have been validated with satisfactory results with respect to performance</li> <li>• Firm has the necessary safety and financial qualifications to perform their assigned work</li> </ul>
Safety	<ul style="list-style-type: none"> <li>• As per Owner EHS minimum performance standards</li> </ul>

### 3.2. Procurement

- 3.2.1. Develop a detailed Project procurement plan to ensure competitive bidding is obtained wherever practical for all subcontracted work and purchased materials/equipment.
- 3.2.2. Develop a long lead design and procurement schedule for any long-lead furniture or equipment that may put project schedule at risk.
- 3.2.3. Inform Owner of all system and technology scope required and provide Owner with the necessary plans and documents for review.

**Attachments to this Section:**

- None

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## SECTION 4: PROJECT/CONSTRUCTION MANAGEMENT

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### 4.1. Project Planning

- 4.1.1. Establish agreement with Owner Site Representative as to Project goals regarding scope, cost, schedule, design requirements, design criteria and measurement metrics before start of each Project.
- 4.1.2. Determine, in consultation with the Owner Site Representative, who are the necessary stakeholders and team members for each Project.
- 4.1.3. Oversee the activities of all pre-construction teams.
- 4.1.4. Review the existing facility to: (1) document existing physical conditions with “as-built” documents, (2) identify any parts of the facility that do not meet applicable code requirements, and (3) define and document specific building requirements for the Project.
- 4.1.5. Ensure that any necessary site set-up, pre-construction and site enabling work has been comprehended by all affected parties, and that there is an execution plan in place for them if they are required.

### 4.2. Project Management

- 4.2.1. Provide management and operational team for the management of Projects within the portfolio, including design/engineering services, construction management services, commissioning services and any subcontractors or suppliers needed for completion of Project: administration, procurement, safety, document management, issue resolution, change management, commissioning and closeout.
- 4.2.2. Act as a turnkey Contractor for each Project.
- 4.2.3. Maintain a labor relations policy that promotes harmonious relations with local community and all government agencies.
- 4.2.4. Contractor manager/supervisor must be on site at all times while construction work (of any nature) is being carried out on-Site.
- 4.2.5. Coordinate information from and between all Project team members, with meeting minutes and logs as applicable.

#### Attachments to this Section:

- None

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## SECTION 5: COST REPORTING AND CHANGE MANAGEMENT

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### 5.1. General

- 5.1.1. Develop, submit and maintain detailed, cost estimates, accounting records and reports for the Work, and submit them to Owner as specified herein.
- 5.1.2. Use the format provided as **Attachment 2-1** to Section 2 for the breakdown of the portion of the Contract Price applicable to each Project (Schedule of Values), and then use that same format as the basis for all cost reporting and Change Order management/tracking.
- 5.1.3. Cost Segregation. Segregate “capital” from “expense” costs (using Owner’s provided WBS) in all Project cost reports and spends forecasts, and maintain accurate segregation through closeout of the Project.

## 5.2. Cost Reporting

- 5.2.1. For all contracted scope, provide a monthly consolidated cost report by site. The summary cost report must:
- (a) track each Project costs and spends at the system level detail;
  - (b) be in Excel format; and
  - (c) identify the following for each Project for data sorting:
    - (i) name of Owner's Site Representative;
    - (ii) Base Commitment, which is the initial lump sum Release value plus any Owner purchases or internal costs that Owner has instructed Contractor to include in the cost report;
    - (iii) cumulative value of all Change Orders;
    - (iv) Total Forecast, which is the sum of Base Commitment plus Change Orders;
    - (v) Owner Spends, which is the cumulative amount paid to-date to Contractor by Owner; and
    - (vi) Completion Status, which is the percentage of Total Forecast completed to-date.

## 5.3. Change Management

- 5.3.1. Do not undertake any changes or adds to the work unless a Change Order has been signed by both Contractor and Owner.
- 5.3.2. Provide detailed supporting documentation with each Change Order price proposal or cost claim, including benchmarks/estimates, as required to demonstrate to the Owner the appropriateness and reasonableness of the proposal or claim.
- 5.3.3. Owner's cost and purchasing authorization system is [ ] which will be used as a stand-alone application, and will interface with SAP®, which and will also handle electronic invoicing (refer to **Paragraph 13 of the Owner Addendum** for additional information). For payment purposes, Owner will issue system-generated (SAP) Purchase Orders ("PO's") to support each Release, as well as for each Change Order (in the form of a "PO Modification"). For payment, Contractor will be required to acknowledge the supporting PO's and Change Order on-line (using the system links provided in **Paragraph 13 of the Owner Addendum**).
- 5.3.4. Contractor's cost management system must be able to:
- (a) produce and maintain cost reports in Microsoft® Excel® format and export files in that format;
  - (b) maintain the confidentiality requirements set forth in the Non-Disclosure Agreement (identified in the **Owner Addendum**); and
  - (c) comply with Owner's established information security requirements.

### Attachments to this Section:

- None



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## SECTION 6: PLANNING AND SCHEDULING OF THE WORK

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### 6.1. General

- 6.1.1. Perform all planning, scheduling and coordination of the procurement, construction and commissioning efforts necessary to carry out the Work, and make all planning and schedule-related submissions required pursuant to Article 9 of the *ConsensusDOCS 205 Standard Short Form Agreement Between Owner and Contractor*, all as elaborated on in this Section.
- 6.1.2. All schedules shall:-
  - (a) use an activity coding structure (of the Contractor's making) that segregates each of the major Project elements
  - (b) employ the Critical Path Method ("CPM") in its development and maintenance;
  - (c) provide submission output in both hardcopy and an electronic format that can be viewed without the need of specialized software;
  - (d) fully integrate the planned and actual work of all subcontractors, material suppliers and consultants; and
  - (e) incorporate Contractor's forecasts of likely impacts of weather, public holidays, labor and material availability and equipment lead times on construction activities and milestones.
- 6.1.3. Appoint a qualified scheduler/planner to (a) support and coordinate the Work, from mobilization through to completion of commissioning and handover to Owner, and (b) prepare and present all schedule submissions, updates and reports called for in this Section.

### 6.2. Phase 1: Programming and Preliminary Estimating Phase

- 6.2.1. Concurrent with the submittal of each order-of-magnitude estimate called for in Section 2, provide a "preliminary" integrated engineering/procurement/construction schedule, that, at a minimum:-
  - (a) is made up of the number of discrete activities that, considering the complexity and size of the Project, is appropriate to the preliminary planning stage, subject to agreement by the Owner Site Representative in each case;
  - (b) indicates the forecast dates for: (1) Owner end-user approval; (2) funding approval; (3) design start and completion; (4) construction start and completion; and (5) handover (collectively, "**Level 1 Milestones**");
  - (c) indicates the forecast durations for: (1) design; (2) subcontractor/ material supplier bidding; (3) bid evaluation/award; (4) long lead equipment manufacturing and delivery; (5) construction; and (6) commissioning; and
  - (d) has the critical path clearly defined and color-coded in red.

### 6.3. Phase 2: Design and Detailed Estimating Phase

- 6.3.1. Concurrent with the submittal of each budget estimate called for in Section 2, provide a "provisional" integrated engineering/procurement/construction (EPC) schedule, that, at a minimum:-
  - (a) is made up of the number of discrete activities that, considering the complexity and size of the Project, is appropriate to the detailed design stage, subject to agreement by the Owner Site Representative in each case;

- (b) has activities group by Project phase and trade/discipline;
- (c) indicated any significant variances from the preliminary schedule;
- (d) has the critical path clearly defined and color-coded in red; and
- (e) is coded so that a one-page roll-up report (“executive summary”) of the full Project schedule can be easily extracted.

#### 6.4. Phase 3: Bid, Award and Construction

- 6.4.1. Concurrent with the submittal of each fixed price Project proposal called for in Section 2, provide an update against the provisional integrated EPC schedule that indicates any significant variances from the baseline that have resulted from the design development or bidding processes.
- 6.4.2. When accepted by the Owner and included in a Release, the updated provisional integrated engineering/procurement/construction schedule will be “frozen” as the baseline Project schedule, and all subsequent progress updates must show separate activity bars and milestones against the baseline activity bars and milestones.
- 6.4.3. For Projects >\$500K, prepare and submit the following:

Document	Frequency	Description
Project Schedule Report <i>sorted by Project and by Site</i>	Twice per month	<p>Full progress update of the Project schedule (data date advanced to current week), separately showing clear progress against (1) the baseline Project schedule and (2) the most current of any agreed revisions to that baseline.</p> <p>Rolled-up one-page executive summary report from the Project schedule, separately showing clear progress against (1) the baseline Project schedule and (2) the most current of any agreed revisions to that baseline.</p> <p>Narrative report of:</p> <ul style="list-style-type: none"> <li>• Performance-Against-Schedule (“PAS”) indicators;</li> <li>• any changes made to the schedule logic or durations since the previous report, with explanation; and</li> <li>• any corrective action that must be considered (by Contractor, by Owner, by both parties or by others) in order to avoid delaying Project completion.</li> </ul>

- 6.4.4. For Projects <\$500K, prepare and submit the following:

Document	Frequency	Description
Consolidated Schedule Report <i>sorted by Project and by Site</i>	Twice per month	<p>One-page executive summary report that highlights:</p> <ul style="list-style-type: none"> <li>• any issues or risks that may delay Project completion;</li> <li>• any opportunities for improving Project completion;</li> <li>• any changes made to the schedule logic or durations since the previous report, with explanation; and</li> <li>• any corrective action that must be considered (by Contractor, by Owner, by both parties or by others) in order to avoid delaying Project completion.</li> </ul>

- 6.4.5. Owner will review all schedule submissions/reports and respond after submission as either having (a) reviewed the submission without objection or (b) made comments on necessary changes to the schedule submission.

**Attachments to this Section:**

- None

## SECTION 7: TRAINING AND PROJECT MEETINGS

### 7.1. General

- 7.1.1. In consultation with Owner, plan, organize and provide to Contractor's personnel (which includes those of subcontractors of every tier, as applicable to their work) all training as may be required by industry practice, applicable laws or the terms of the Agreement in order that they are able to perform the duties and/or tasks assigned to them in a proper, safe and efficient manner.

### 7.2. Training

- 7.2.1. Provide to Contractor personnel (which includes those of subcontractors of every tier, as applicable to their work) training that complies with Owner's minimum training expectations, which are set forth in the table below. Provide to personnel such additional training as may be required to ensure that the Work is carried out safely, efficiently and in accordance with the Agreement. Devise a training program for individual workers, which program shall be subject to Owner's review and comment.

Training	Trainees	Frequency	Training By	Comments/ Notes
General Worksite Orientation	All Contractor management personnel assigned to the Work	As required	Owner	
New Contractor Orientation ("NCO")	All Contractor and subcontractor personnel carrying out work on the Worksite	Before beginning work on the Worksite	Contractor	Owner will provide mandatory agenda items
EHS Performance Requirements training *	All Contractor safety management personnel	As required	Owner	General safety training
Demolition Training	All Contractor and subcontractor personnel carrying out demolition activities as required	Before beginning demolition work	Contractor	Owner will provide mandatory agenda items
Commissioning Kickoff training	All Contractor management personnel assigned to the Work	As required	Contractor	Within 4 weeks of Commencement

**Note:** Additional training may be required for work inside manufacturing areas. The Owner Site Representative will identify those requirements, and any associated costs shall be included in COW and Identified in the estimates and fixed price Project proposals.

### 7.3. Project Meetings

- 7.3.1. Be responsible for ensuring participation of necessary Contractor personnel (which includes those of subcontractors of every tier, as applicable to their work) in the minimum Project meetings, which are set forth in the table below (*next page*). Contractor shall organize and participate in such additional meetings as may be required to ensure that the Work is well-coordinated and carried out properly, safely, efficiently and in accordance with the Agreement.

Meeting	Frequency (see "Note" below)	Duration	Contractor Role Attendees	Owner Role	Standard Agenda
<b>Contract Alignment Meeting</b>	Once (by Site)	8 hours	A Project Executive Project Manager Scheduling Eng. Estimating/QS Mgr. Assistant PM's Safety Manager Sr. Superintendent Finance	L	Detailed administration aspects of Agreement Conditions of the Worksite Owner's EHS expectations Project Team organizations
<b>Project Review Meeting</b>	Every two weeks (at a minimum), unless determined otherwise by Owner Site Representative	As req'd	L Project Manager Sr. Superintendent Safety Manager Scheduling Eng. Estimating/QS Mgr. Assistant PM's (as required)	A	Design/procurement status RFI Log and status Safety incidents and indicators Schedule of the Work and performance review Punchlist status Closeout status
<b>Safety Meetings:</b>					
<b>EHS Program Meeting</b>	Weekly	1 hour	L	A	Depending on the activity level at each site, additional meetings may consist of: - (a) "on-going" meetings (such as Safety Leadership Teams, foremen's safety training meetings, mass meetings, management/craft safety lunches. (b) "purpose" meetings such as Injury Free Workshops, Safety Self-Assessments and Incident Investigations.
<b>Foremen's Meeting</b>	Weekly	1 hour	L	A	
<b>Toolbox Safety Meeting</b>	Daily	30 minutes	L	A	
<b>Incident Reviews</b>	As required		L	A	

Meeting	Frequency (see "Note" below)	Duration	Contractor Role Attendees	Owner Role	Standard Agenda
"Bank" Meetings	Weekly	1 hour	L Project Manager Scheduling Eng. Estimating/QS Mgr. Assistant PM's (as required)	A	Change Orders are requested, presented, discussed and approved/rejected by parties' representatives
Supplier Communication Meetings	Monthly	1 hour	A Project Manager Sr. Superintendent Safety Mgr. Scheduling Eng. Estimating/QS Mgr.	L	Schedule and quality performance Safety performance Resource productivity and availability Change Orders and Change Order process Improvement/action plans Supplier Report Card drafting/preparation Issues to be resolved
Supplier Report Card Meetings	Quarterly	2 hours	A Project Manager Sr. Superintendent Safety Mgr. Scheduling Eng. Estimating/QS Mgr.	L	Safety Quality Cost Schedule Management Systems
Invoice Approval Meetings	Monthly	30 minutes	L Project Manager Estimating/QS Mgr.	A	Confirm conformance to agreements in Pre-Invoice Review During this meeting, deliver any reports specified in <b>Section 2</b> or <b>Section 4</b> above that are noted as due concurrent with monthly application for payment

Legend: "L" = leader (leads meeting, takes and distributes minutes); "A" = attendee

**NOTE:** Owner reserves the right to call any special meetings that it reasonably determines are necessary to resolve issues of an immediate or short-term planning nature and which cannot appropriately be deferred until the next scheduled meeting.

**NOTE:** All of these meetings are assumed to be site-based, unless directed otherwise by Owner Site Representative..

**Attachments to this Section:**

■ None

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## SECTION 8: DOCUMENT CONTROL

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### 8.1. General

- 8.1.1. “**Documents**” as used in this Section shall be construed to mean record and working copies (including in every case any electronic originals or copies as they may exist) of all:
- .1 Contract Documents;
  - .2 Contractor (and subcontractor and material supplier) submittals;
  - .3 permits (including applications, agency correspondence, etc.);
  - .4 thorough documentation of all testing and inspection activities for the Work; and
  - .5 correspondence between the Parties,

### 8.2. Document Control System

- 8.2.1. Establish and maintain a document control system to be used by Contractor, subcontractors and material suppliers while carrying out the Work, and for other documents required by the Agreement.
- 8.2.2. The system shall employ electronic project document management features that are either:
- (a) fully-integrated with Contractor’s other project systems (RFI/submittal tracking, cost estimating, scheduling, etc.); or
  - (b) coordinated with those other systems in an alternate manner as proposed by Contractor and accepted by Owner.
- 8.2.3. Maintain an index of all current documents, and make it available for Owner’s reasonable inspection (or provide a copy to Owner if so requested).
- 8.2.4. Maintain a log of all incoming and outgoing document transmittals, and make it available for Owner’s reasonable inspection (or provide a copy to Owner if so requested).

### 8.3. Document Distribution and Handling

- 8.3.1. Coordinate and expedite the distribution among all Project team members of current documents and other information necessary for carrying out the Work.
- (a) Prepare a document distribution matrix and submit for Owner’s approval.
  - (b) Update distribution matrix monthly and submit for Owner’s confirmation.
  - (c) Distribute all changed Contractor (or subcontractor or material supplier) drawings, sketches, plans, etc., promptly upon their release.
  - (d) Transmit promptly all changed documents to regulatory agencies as they may require.
- 8.3.2. Establish procedures for assembling and handling record documents (which are as-built drawings and specifications, manuals, warranties and other closeout documents required by the Contract Documents).
- (a) Record documents shall be prepared (and maintained, in the case of as-builts) by the subcontractor or material supplier actually doing the relevant work.
  - (b) As-builts shall be in the form of a dedicated set of the Drawings and Specifications that have been marked-up as the work is installed.
  - (c) Review record documents for accuracy and timeliness every week, and make them available for Owner’s reasonable inspection.

- (d) Coordinate the compilation, organization, and indexing of operating and maintenance manuals, and bind them into complete document sets.

#### 8.3.3. **Retention of Records.**

- (a) Contractor shall maintain all of its Project records and documents relating to this Contract (including copies of all original documents delivered to Owner) until the later of ten (10) years after (a) the date of Final Acceptance or (b) the termination date, if prior to the date of Final Acceptance (the "Retention Period") as applicable.
- (b) Contractor shall notify Owner where such Project records and documents are kept. Notwithstanding the foregoing, all records which relate to Claims being processed or actions brought under the Dispute resolution provisions hereof shall be retained and made available until such actions and Claims have been finally resolved. Records to be retained include all books and other evidence bearing on Contractor's costs and expenses under the Contract Documents.
- (c) Contractor shall make these records and documents available to Owner for inspection or audit, at Contractor's office, at all reasonable times, during construction and after Final Completion for the duration of the Retention Period, without charge, and shall allow such persons duly authorized by Owner to make copies of such documents.

#### **Attachments to this Section:**

- None

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## SECTION 9: SUBMITTALS

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### 9.1. **General**

- 9.1.1. Review all required technical submittals from subcontractors and material suppliers, and ensure that the Designer reviews and approves any that are called for in the drawings and specifications (where those apply to the Project).
- 9.1.2. Provide a informational copy for the Owner's records concurrent with each submittal by a subcontractor or material supplier. Contractor's responsibility for errors or omissions in submittals, or for any unauthorized deviations from requirements of the Contract Documents made in a submittal, shall not be relieved by the Owner's review of that or any other submittal.
- 9.1.3. Track and document all submittal activity in a Submittal Log, which shall indicate:
  - (a) each submittal individually with comprehensive item description and unique ID number;
  - (b) submittal (and re-submittal, if applicable) date;
  - (c) applicable drawing reference and specification section (if applicable to the Project);
  - (d) revision/re-submittal status (if applicable); and
  - (e) approval status and date.

#### **Attachments to this Section:**

- None

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## SECTION 10: CONTRACTOR'S QUALITY ASSURANCE PLAN

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### 10.1. General

- 10.1.1. Further to Paragraph 5.5.1 of the *ConsensusDOCS 205 Standard Short Form Agreement Between Owner and Contractor*, prepare and submit to Owner (with concurrent copy to A/E) a comprehensive **Quality Assurance Plan** ("QAP") that documents procedures and actions that Contractor intends to employ to (a) ensure that all equipment, materials, structures, systems and any engineering/design provided by Contractor conform to the specified requirements and meet the intended purpose, (b) control, assure and document the technical correctness of the Work, (c) verify of the competence of personnel involved in carrying out the Work and (d) complete the Work in a timely manner.
- 10.1.2. The QAP shall include Contractor's (and subcontractors' and material suppliers') plans for:
  - (a) controlling products, equipment, materials, services performance, Contractor-controllable site conditions, workmanship and documentation;
  - (b) receipt and inspection of equipment and materials to be incorporated into the Work;
  - (c) establishing critical QA/QC assessment parameters; and
  - (d) logging to track punchlist items.
- 10.1.3. Maintain correct records in the appropriate forms for (a) evidence that the required inspections or tests have been performed (indicating type and number of inspections or tests, nature of defects, causes for rejection, etc.), (b) remedial or preventative instructions received from Owner, the AE, testing agencies or regulatory agencies and (c) any actions taken because of such instructions.
- 10.1.4. Manage/observe the progress of work to ensure quality and adherence to the construction documents.
- 10.1.5. Coordinate the work of subcontractors and material suppliers to avoid construction conflicts or other field problems that might lead to poor quality or defective work.

#### Attachments to this Section:

- None

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## SECTION 11: WORKSITE LOGISTICS; MATERIAL STORAGE/MOVEMENT

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### 11.1. Plans

- 11.1.1. Further to Paragraph 5.8 of the *ConsensusDOCS 205 Standard Short Form Agreement Between Owner and Contractor*, be responsible for logistics planning to ensure the proper sequencing of the Work and the efficient movement of labor and materials into and within the Worksite. To that end, prepare and submit for Owner's acceptance a "**Worksite Logistics Plan**" to document that planning for each site. Each accepted plan shall form the basis of communicating the agreed logistics restrictions to all workers as part of their "New Contractor Orientation" training (refer to **Section 7** above) for that site.
  - (a) Provide notice to Owner a minimum of forty-eight (48) hours in advance for all major equipment and materials deliveries to the Worksite.
  - (b) Maintain the areas on the Worksite that Owner has given its consent for use for staging and storage in a safe, neat and clean manner at all times.



- (c) Designate smoking areas and comply with Owner's established "Smoking in the Work Place" practices. Note: Smoking within construction vehicles (cranes, trucks, loaders, hoists, etc.) on the Worksite is strictly prohibited.

## 11.2. Implementation

- 11.2.1. Further to Paragraph 5.12 of the *ConsensusDOCS 205 Standard Short Form Agreement Between Owner and Contractor*, keep the Worksite, surrounding areas, and public property free from accumulations of waste, debris and rubbish caused by Contractor's operations.
- 11.2.2. Unless stated otherwise in the Contract Price Appendix, provide and pay for maintenance of rubbish and recycling containers on the Worksite:
  - (a) as necessary to maintain the specified Worksite cleanliness standards;
  - (b) engaging only Owner-approved rubbish removal contractors;
  - (c) using only Owner's designated handler for any Hazardous Materials removal;
  - (d) without depositing inappropriate material in rubbish containers; and
  - (e) emptying rubbish containers when full, or on a weekly basis (regardless of whether or not they are full).
- 11.2.3. Sort all construction and demolition materials arising from or in connection with the Work on the Worksite and separate into different groups for disposal at landfills, public filling areas, in filling areas provided by Contractor or recycling, as appropriate.
- 11.2.4. Do not dispose of volatile or regulated wastes such as mineral spirits, oil or paint thinner either on the Worksite or in storm water or sanitary sewer drains.
- 11.2.5. All demolition materials or un-installed construction materials arising from or in connection with the Work shall become the property of the Contractor, subject to the restrictions set forth in Paragraph 14.1.1(e)(iii) in **Section 12** below.
- 11.2.6. In the event the Contractor fails to maintain Worksite cleanliness in accordance with this Section or to Owner's reasonable satisfaction, then Owner will procure from separate contractors such clean-up efforts as are required to bring the site into compliance, all costs of which will be for the Contractor's account.

### Attachments to this Section:

- None

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## SECTION 12: UTILITIES AND OTHER EXISTING WORK

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### 12.1. General

- 12.1.1. Further to Paragraph 5.10 of the *ConsensusDOCS 205 Standard Short Form Agreement Between Owner and Contractor*, prior to commencement of any operations on the work site, verify the location of all existing utilities or obscured existing work indicated in the Contract Documents to be proximate to or affected by the Work.
- 12.1.2. Whenever possible, plan the Work so that there will be no service interruptions of any existing services. Whenever service interruptions are determined to be unavoidable :
  - (a) secure the written approval of Owner and utility provider a minimum of five (5) working days in advance of the time and date such interruptions will be required;

- (b) arrange, implement (if Contractor is permitted to do so directly by the utility provider) and bear the costs of (regardless of who implements them) all temporary or approved permanent services diversions;
  - (c) remove, re-route, reinstall, modify as required and promptly restore to service any existing utilities as necessary to carry out the Work (which shall be construed to include reasonably necessary overtime or other extended operations);
  - (d) immediately restore to service and repair any damage caused to any existing utilities (which shall be construed to include any necessary overtime or other extended operations); and
  - (e) comply with all applicable codes, regulations, practice notes and utility provider requirements.
- 12.1.3. Maintain whole and in good working order all existing utilities or other existing work within the Worksite at all times, including protecting and servicing of valves and protection-in-place when excavating or drilling and such other measures as may be required to preserve the serviceability of those utilities.

**Attachments to this Section:**

- None

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## SECTION 13: HANDLING OF OWNER-FURNISHED ITEMS

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### 13.1. General

- 13.1.1. Receive, handle, store, protect, install, test and adjust all items furnished by Owner for installation by Contractor ("OFI").

### 13.2. Owner's Responsibilities:

- 13.2.1. Scheduling OFI delivery date with the supplier of the item in accordance with current Project Master Schedule.
- 13.2.2. Obtaining product data, installation drawings and installation instructions from the supplier of the item for OFI.
- 13.2.3. Arranging warranties for OFI from the supplier of the item.
- 13.2.4. Installing any related items as may be expressly indicated on the construction documents.

### 13.3. Contractor's Responsibilities:

- 13.3.1. Picking up OFI from the place designated by Owner. Owner reserves the right to withhold release of any OFI if, in Owner's determination, Contractor's proposed handling methods or equipment are inadequate or inappropriate, and Owner's exercise of this right shall not constitute grounds for extension of time or increase to the Contract Price.
- 13.3.2. Providing facilities for receiving and handling OFI.
- 13.3.3. Off-loading and un-crating OFI.
- 13.3.4. Cleaning-up and properly disposing of all OFI crating and packaging.
- 13.3.5. Promptly inventorying and inspecting OFI upon receipt, and promptly reporting any damage or defects to Owner.

- 13.3.6. Rigging, protecting, setting, hoisting and installing each item in strict accordance with manufacturer's installation instructions and written technical literature.
- 13.3.7. Installing, connecting and/or providing any finishing work required for proper and intended completion of OFI, which shall include the provision of all labor, miscellaneous materials, equipment, fasteners, adhesives, supports, conduit, wire, junction boxes and final power/controls terminations.

**Attachments to this Section:**

- None

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## SECTION 14: SUBSTANTIAL COMPLETION

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### 14.1. General

- 14.1.1. Further to Paragraph 13.6 of the *ConsensusDOCS 205 Standard Short Form Agreement Between Owner and Contractor*, comply with the requirements of this Section as conditions precedent to Owner's obligation to accept a Certificate of Substantial Completion. The term "Substantial Completion" as used in that Paragraph 13.6 shall be construed to mean satisfaction of the following conditions precedent (the "**Substantial Completion Requirements**"):
  - (a) the Work is fully completed in conformance to the Contract Documents, except only for the agreed punchlist items;
  - (b) the Work has passed all required tests, inspections and certifications;
  - (c) Owner has accepted the Work as being complete as set forth in Paragraph 14.2 ;
  - (d) To the extent they are either (a) Contractor's responsibility to obtain under the Agreement or (b) contingent in a material way on Contractor's performance, all regulatory permissions have been obtained to enable Owner to occupy and use the Work for its intended purpose; and
  - (e) Contractor shall, to Owner's satisfaction, have:
    - (i) supplied and stored in accordance with the Contract Documents any spare parts which it is required by the Contract Documents to supply;
    - (ii) left the Worksite and the Work itself clean and in good order, including having provided any protection of the Work required by the Contract Documents; and
    - (iii) removed all temporary materials, equipment and surplus items from the Worksite, provided that:
      - removal will only be permitted by the Contractor's designated personnel identified to Owner's Project Manager at the beginning of the Project;
      - Owner's security staff will only permit removal if those authorized persons present invoices or other shipping documents for inspection at the time of removal.

## 14.2. Procedures

Owner's acceptance of the Work will occur in the following discrete steps:

14.2.1. Room Ready. For a "room" (or other discrete area of the Work), "Room Ready" acceptance shall mean that:

- (a) all finish work, life safety systems, security systems and environmental/control systems for that "room" have been accepted and signed-off by the following Owner's personnel:
  - (i) the Owner Building Services representative;
  - (ii) each Owner Representative; and
  - (iii) the Owner "Room Owner"; and
- (b) all prerequisites in that "room" for which Contractor is responsible under the Agreement to obtaining a temporary or final occupancy permit are complete (even if the actual permit application is deferred or delayed for other reasons).
- (c) Based on the scope of the Project, Owner may require that Owner's prescriptive commissioning process be applied. In those situations, the requirements will be determined by the Owner Site Representative and included in the initial Project requirements definition documentation.

14.2.2. Shakedown. "Shakedown" acceptance shall mean that:

- (a) the specific facility systems designated by the Owner have been tested and it has been demonstrated the relevant portion of the Work is ready for continuous operation; and
- (b) facility system interdependencies have been demonstrated to respond as specified by the testing of inter-system dependencies and intra-system components to verify safety, standby start, soft start and other performance functions requiring system or multi-system interaction:
  - (i) in abnormal operations condition (such as power interruption);
  - (ii) in test failure and system restart modes; and
  - (iii) in coordination with applicable operational readiness assessment by Owner of its emergency response, security, sustaining operations and engineering personnel.
- (c) Before performing any Shakedown tests:
  - (i) prepare and submit all System Start-Up Manuals and the Sequence of Operations Book obtain and incorporate any Owner comments;
  - (ii) establish and document agreed Shakedown procedures with Owner's personnel identified in Paragraph 14.2.1(a)(i) and above.
- (d) Comply with the established Site Incident Prevention Plan ("SIPP") at all times during Shakedown testing.
- (e) Make sufficient and qualified Contractor, subcontractor and equipment supplier personnel available during the testing process as may be necessary to:
  - (i) support testing and re-testing;
  - (ii) perform troubleshooting; and
  - (iii) carry out immediate adjustments or minor repairs.

- 14.3.** This Section 12 shall apply individually to each portion of the Work included in each Release (as those are defined in **Article 8 of the Owner Addendum** to the *ConsensusDOCS 205 Standard Short Form Agreement Between Owner and Contractor*).

**Attachments to this Section:**

- **Attachment 14-1 – Form of Certificate of Substantial Completion**

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## SECTION 15: FINAL COMPLETION (CONTRACT CLOSEOUT)

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### 15.1. General

15.1.1. Further to Paragraph 13.7 of the *ConsensusDOCS 205 Standard Short Form Agreement Between Owner and Contractor*, comply with the requirements of this Section as conditions precedent to achievement of final completion, and the term “final completion” as used in that Paragraph 13.7 shall be construed to mean that:

- (a) all submissions listed in sub-Paragraph 13.7.1 of the *Standard Short Form Agreement* have been properly made and accepted by Owner as being satisfactory; and
- (b) the following additional conditions precedent have been satisfied:
  - (i) all of the following “**Final Completion Documents**” have been indexed and delivered to Owner and accepted by Owner as being satisfactory:
    - certificates, inspection reports and permits issued by regulatory authorities;
    - a final “fixed asset record” for accounting purposes (including a final Cost Report per **Section 2** above with subtotals by WBS code);
    - insurance certificates for any continuing (post-completion) coverage;
    - the operation and maintenance manuals;
    - a record specifications book; and
    - a test/balance reports book;
  - (ii) all items identified in the EHS Closeout Worksheet have been completed and accepted by Owner; and
  - (iii) Contractor has submitted the “**Contractor’s Closeout Waiver**” in the form provided as **Attachment 15-1** to this Section with no added exclusions or qualifications.

15.1.2. This Section 11 shall apply individually to each portion of the Work included in each Release (as those are defined in **Article 8 of the Owner Addendum** to the *ConsensusDOCS 205 Standard Short Form Agreement Between Owner and Contractor*).

15.1.3. In addition to the individual project close out requirements the contractor (upon Owner request) must prepare a detailed transition plan 3 months prior to the contract expiration date that describes at a minimum:

- (a) Work in progress and expected completion.
- (b) Sub-contracts status
- (c) Work in planning stages but not estimated or quoted.
- (d) Horizon look ahead and planning schedules
- (e) GC and sub-contract transition manloader
- (f) Sub-contracts status.

- (g) Updated cost report
- (h) Office and support facilities de-mobilization plan

**Attachments to this Section:**

- **Attachment 15-1 – Form of Contractor’s Closeout Waiver**

-- END OF GENERAL REQUIREMENTS --



(ATTACHMENTS FOLLOW ON NEXT PAGE)







ATTACHMENTS TO THE GENERAL REQUIREMENTS  
for use with  
ConsensusDOCS® 205 Standard Short Form Agreement

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**Attachment 2-1 – Owner’s Required Estimate Format:**

 3a_GenReq_Att_2-1 .xls	embedded MS Excel 2003 file: <b>SPGC GenReq_Att_2-1.xls</b>
	 (also included in the “SPGC Agreement Reference CD-ROM”)

**Attachment 14-1 – Form of Certificate of Substantial Completion:**

 4b_GenReq_Att_14- 1a.doc	embedded MS Word 2003 file: <b>SPGC GenReq_Att_14-1a.doc</b>
	 (also included in the “SPGC Agreement Reference CD-ROM”)
 4c_GenReq_Att_14- 1b.doc	embedded MS Word 2003 file: <b>SPGC GenReq_Att_14-1b.doc</b>
	 (also included in the “SPGC Agreement Reference CD-ROM”)

**Attachment 15-1 – Form of Contractor’s Closeout Waiver:**

 4d_GenReq_Att_15- 1.doc	embedded MS Word 2003 file: <b>SPGC GenReq_Att_15-1.doc</b>
	 (also included in the “SPGC Agreement Reference CD-ROM”)

-- END OF ATTACHMENTS