

## **ARTICLE 6 – INSURANCE AND BONDS**

### **6.01 Insurance**

- A. Design-Builder and Owner shall obtain and maintain insurance as required by the General Conditions and Supplementary Conditions.

### **6.02 Performance, Payment, and Other Bonds**

- A. As part of the Work under the Completion Stage, the Design-Builder shall furnish a performance bond and a payment bond, each in an amount equal to the Completion Stage Price as duly established and modified under this Contract, as security for the faithful performance and payment of Design-Builder's obligations under the Completion Stage. These bonds shall be in the form prescribed by the Contract and governed by the provisions of Paragraph 6.01 of the General Conditions. Design-Builder shall also furnish such other bonds as are required by other specific provisions of the Contract.

## **ARTICLE 7 – DESIGN-BUILDER'S REPRESENTATIONS**

### **7.01 Representations**

- A. Design-Builder makes the following representations for Owner's reliance:
  - 1. Design-Builder has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - 2. Design-Builder has visited the Site, conducted a visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - 3. Design-Builder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - 4. NOT USED
  - 5. Design-Builder has considered the information known to Design-Builder itself, and to Construction Subcontractors and Project Design Professionals that Design-Builder has selected as of the Effective Date; information commonly known to design professionals, design-builders, and contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings (if any) identified in the Contract Documents or otherwise made available to Design-Builder, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Design-Builder; and (3) Design-Builder's safety precautions and programs.
  - 6. NOT USED.
  - 7. Design-Builder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  - 8. NOT USED.
  - 9. The Conceptual Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.