ADDENDUM 01



MAYO HIGH SCHOOL TOILET RENOVATION DARLINGTON, SOUTH CAROLINA ARCHITECT'S PROJECT NO.: 624003 DCSD SOLICITATION NO.: FAC2223-03

MOSELEYARCHITECTS

ARCHITECT/ENGINEER

CHARLESTON, SOUTH CAROLINA

VOLUME 1 OF 1

APRIL 18 2023

MAYO HIGH SCHOOL TOILET RENOVATION DARLINGTON, SOUTH CAROLINA

1 **<u>GENERAL</u>**:

Planholders are requested to insert this Addendum in the front of their Project Manual. Inform all
 concerned that the Bidding Documents are modified by this Addendum.

The following modifications and clarifications are hereby made a part of the Bidding Documents and supersede or otherwise modify the provisions of the published *Project Manual* and *Drawings*, dated March 28, 2023; Addendum No. 01, dated April 18, 2023.

- Refer to the Drawings, Specification Sections, or other Documents, if any, attached to this Addendum,
 which are hereby made a part of this Addendum.
- 9 A Pre-Bid Conference was held on April 14, 2023. A copy of the sign-in log has been posted to
- 10 <u>www.moseleyarchitects.com/bidding</u> for information only and is not considered a part of the Bidding
- 11 Documents.

12 MODIFICATIONS TO THE PROJECT MANUAL AND DRAWINGS:

- ADD new Documents in their entirety, noted as Addendum 01, dated April 18, 2023.
- 14 SECTION 004313 BID BOND (AIA DOCUMENT A310-2010)
- 15 SECTION 005213 STANDARD FORM OF AGREEMENT BETWEEN OWNER AND
- 16 CONTRACTOR (AIA DOCUMENT A101)
- 17 SECTION 006113 PAYMENT BOND (AIA DOCUMENT A312)
- 18 SECTION 006113 PERFORMANCE BOND (AIA DOCUMENT A312)
- SECTION 007200 GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION
 (AIA DOCUMENT A201)
- 21
- DELETE the previously issued Documents indicated below in their entirety and SUBSTITUTE the revised Documents in their entirety, noted as Addendum 01, dated April 18, 2023.
- 24 SECTION 000110 TABLE OF CONTENTS
- 25 SECTION 075423 TPO MEMBRANE ROOFING
- 26 SECTION 084313 ALUMINUM-FRAMED STOREFRONTS
- 27 SECITON 096700 FLUID-APPLIED FLOORING
- 28 SECTION 122400 WINDOW SHADES
- 29 DRAWING A1.2.1
- 30 DRAWING A2.1
- 31 DRAWING A3.1.1
- 32 DRAWING A9.1
- 33
- **REFER TO DRAWINGS ATTACHED TO THE END OF THIS ADDENDUM**

35 REFER TO SPECIFICATION SECTIONSS ATTACHED TO THE END OF THIS ADDENDUM

- 36 37
- ENI

END OF ADDENDUM NO 01

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DIVISION 00	PROCUREMENT AND CONTRACTING REQUIREMENTS				
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	Invitation For Bid				
	Additional Bid & Contract Conditions – Required Insurance Limits				
	Vendor Application Form				
	Bidding Schedule				
004313	Bid Bond (AIA Document A310) (*AD 01)				
004316	Prebid Question Form				
<u>005213</u>	Standard Form of Agreement Between Owner and Contractor (AIA				
	Document A101) (*AD 01)				
<u>006113</u>	Payment Bond (AIA Document A312) (*AD 01)				
006113	Performance Bond (AIA Document A312) (*AD 01)				
007200	General Conditions of the Contract for Construction (AIA Document A201)				
	(*AD 01)				

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011000	Summary
012000	Price and Payment Procedures
012500	Substitution Procedures
	Substitution Request Form (Prior to Receipt of Bids)
013000	Administrative Requirements
013216	Construction Progress Schedule
014000	Quality Requirements
014200	Definitions and Reference Standards
014520	Testing, Adjusting, and Balancing for HVAC
015000	Temporary Facilities and Controls
016000	Product Requirements
017000	Execution and Closeout Requirements
017419	Construction Waste Management and Disposal
017800	Closeout Submittals
017900	Demonstration and Training
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DIVISION 3 – CONCRETE

.

033000 Cast-In-Place Concrete

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042000 Unit Masonry

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053100	Steel Decking
055000	Metal Fabrications

DIVISION 6 - WOOD PLASTICS AND COMPOSITES - NOT USED

DIVISION 7 – THERMAL AND MOISTURE PROTECTION

075423	TPO Membrane Roofing (*AD 01)
079200	Joint Sealants
079513	Expansion Joint Cover Assemblies

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081113	Steel Doors and Frames
081416	Flush Wood Doors
083100	Access Doors and Panels
<u>084313</u>	Aluminum-Framed Storefronts (*AD 01)
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093000	Tiling			
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096513	Resilient Base and Accessories			
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102113.19Plastic Toilet Compartments102600Wall and Door Protection102800Toilet and Bath Accessories104400Fire Protection Specialties107300Protective Covers

DIVISION 11 - EQUIPMENT - NOT USED

DIVISION 12 – FURNISHINGS

<u>122400</u> <u>Window Shades (*AD 01)</u>

DIVISION 13 - SPECIAL CONSTRUCTION - NOT USED

DIVISION 14 - CONVEYING SYSTEMS - NOT USED

DIVISION 21 - FIRE SUPPRESSION - NOT USED

DIVISION 22 – PLUMBING

220500	Common Work Results for Plumbing
--------	----------------------------------

- 220513 Motors for Plumbing Equipment
- 220517 Sleeves and Sleeve Seals for Plumbing Piping
- 220519 Meters and Gages for Plumbing Piping
- 220523 General-Duty Valves for Plumbing Piping
- 220529 Hangers and Supports for Plumbing Piping and Equipment
- 220553 Identification for Plumbing Piping and Equipment
- 220700 Plumbing Insulation
- 221116 Domestic Water Piping
- 221119 Domestic Water Piping Specialties
- 221316 Sanitary Waste and Vent Piping
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- 224000 Plumbing Fixtures

DIVISION 23 – MECHANICAL

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230513	Motors for HVAC Equipment
230529	Hangers and Supports for HVAC Piping and Equipment
230548	Vibration and Seismic Control for HVAC
230553	Identification for HVAC Piping and Equipment
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230900	Building Automation System
230993	Sequence of Operations for HVAC Controls
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- 262726Wiring Devices262813Fuses262816Enclosed Switches and Circuit Breakers262913Enclosed Controllers
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DIVISION 33 - UTILITIES - NOT USED

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END OF SPECIFICATIONS

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2018 AHERA REINSPECTION REPORT DATED FEBRUARY 13, 2018

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\mathbf{AIA}° Document A310[°] – 2010

SURETY:

of business)

(Name, legal status and principal place

Bid Bond

CONTRACTOR: (Name, legal status and address)

To be determined

OWNER:

(Name, legal status and address) Darlington County School District, SC 120 E. Smith Avenue Darlington, South Carolina 29532

BOND AMOUNT: S

PROJECT: (Name, location or address, and Project number, if any) Mayo High School Toilet Renovation 405 Chestnut Street Darlington, South Carolina 29532

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this day of ,

	(Contractor as Principal)	(Seal)
(Witness)	(Title)	
	(Surety)	(Seal)
(Witness)	(Title)	

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Certification of Document's Authenticity

AIA[®] Document D401[™] – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 14:11:01 ET on 02/08/2023 under Order No. 4104238914 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A310TM – 2010, Bid Bond, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)			
(Title)			
(Dated)			

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AIA Document A101° – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year (In words, indicate day, month and year.)

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

Darlington County School District, SC 120 E. Smith Avenue Darlington, South Carolina 29532 Telephone Number: 843-398-5100

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

To be determined

for the following Project: (Name, location and detailed description)

Mayo High School Toilet Renovation 405 Chestnut Street Darlington, South Carolina 29532

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

Moseley Architects P.C. 997 Morrison Drive Suite 601 Charleston, South Carolina 29403 Telephone Number: 843-577-5063

The Owner and Contractor agree as follows.

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

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

THE WORK OF THIS CONTRACT **ARTICLE 2**

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

- The date of this Agreement. []
- A date set forth in a notice to proceed issued by the Owner. []
- Established as follows: []

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

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

§ 3.3 Substantial Completion

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

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

[] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

ltem

Item

§ 4.4 Unit prices, if any: (Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item

§ 4.5 Liquidated damages, if any: (Insert terms and conditions for liquidated damages, if any.)

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

Init. 1

Price

Conditions for Acceptance

Price

Portion of Work

Price

Units and Limitations

Price per Unit (\$0.00)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than () days after the Architect receives the Application for Payment. (Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201[™]–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

- That portion of the Contract Sum properly allocable to completed Work; .1
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

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

- The aggregate of any amounts previously paid by the Owner; .1
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

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

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

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§ 5.1.7.1.1 The following items are not subject to retainage:

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

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

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

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

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

§ 5.2 Final Payment

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

- the Contractor has fully performed the Contract except for the Contractor's responsibility to correct .1 Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Init. 1

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§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows: (Check the appropriate box.)

- [] Arbitration pursuant to Section 15.4 of AIA Document A201-2017
- [] Litigation in a court of competent jurisdiction
- [] Other (Specify)

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

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

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

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

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

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§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101TM–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101TM-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203TM–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ENUMERATION OF CONTRACT DOCUMENTS ARTICLE 9

§ 9.1 This Agreement is comprised of the following documents:

- AIA Document A101TM–2017, Standard Form of Agreement Between Owner and Contractor .1
- .2 AIA Document A101TM-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201TM–2017, General Conditions of the Contract for Construction
- AIA Document E203TM–2013, Building Information Modeling and Digital Data Exhibit, dated as .4 indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

	Number	Title	Date
.6	Specifications		
	Section	Title	Date Pages
.7	Addenda, if any:		
	Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

Init.

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(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

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[] AIA Document E204[™]–2017, Sustainable Projects Exhibit, dated as indicated below: (Insert the date of the E204-2017 incorporated into this Agreement.)

[] The Sustainability Plan:

	Title	Date	Pages	
[] Supplementary and other Condi	tions of the Contract:		
	Document	Title	Date	Pages

Other documents, if any, listed below: .9

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201TM_2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

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(Signed)			
(Title)			
(Dated)	Ŷ		

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SURETY:

of business)

(Name, legal status and principal place

Payment Bond

CONTRACTOR:

(Name, legal status and address)

To be determined

OWNER:

(Name, legal status and address) Darlington County School District, SC 120 E. Smith Avenue Darlington, South Carolina 29532

CONSTRUCTION CONTRACT

Date:
Amount: \$ <u>0.00</u>
Description:
(Name and location)
Mayo High School Toilet Renovation
405 Chestnut Street
Darlington, South Carolina 29532

BOND

Date: (Not earlier than Construction Contract Date)

Amount: \$		
Modifications to this Bond:	None	See Section 18

CONTRACTOR /	AS PRINCIPAL	SURETY	
Company:	(Corporate Seal)	Company:	(Corporate Seal)
C:		C:	

Signature:	Signature:
Name and	Name and
Title:	Title:
(11 1	(1,1) $((1,1)$ $(D,1)$

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY - Name, address and telephone) **AGENT** or **BROKER**: **OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Init. 1

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the .1 amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

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§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

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§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

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- § 16.1 Claim. A written statement by the Claimant including at a minimum:
 - .1 the name of the Claimant;
 - .2 the name of the person for whom the labor was done, or materials or equipment furnished;
 - .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
 - .4 a brief description of the labor, materials or equipment furnished;
 - .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim:
 - .7 the total amount of previous payments received by the Claimant; and
 - .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for addition of the contractor as principal	tional signatures of ad	ded parties, other than those c SURETY	appearing on the cover page.)
Company:	(Corporate Seal)	Company:	(Corporate Seal)
Signature:		Signature:	
Name and Title: Address:		Name and Title: Address:	

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(Signed)			
(Title)			
(Dated)	C		

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SURETY:

of business)

(Name, legal status and principal place

Performance Bond

CONTRACTOR:

(Name, legal status and address)

To be determined

OWNER:

(Name, legal status and address) Darlington County School District, SC 120 E. Smith Avenue Darlington, South Carolina 29532

CONSTRUCTION CONTRACT

Date:
Amount: \$ <u>0.00</u>
Description:
(Name and location)
Mayo High School Toilet Renovation
405 Chestnut Street
Darlington, South Carolina 29532

BOND

Date: (Not earlier than Construction Contract Date)

Amount: \$		
Modifications to this Bond:	None None	See Section 16

CONTRACTOR AS PRINCIPA	AL SURETY	
Company: (Corporate Set	al) Company:	(Corporate Seal)
Signature:	Signature:	
Name and	Name and	
Title:	Title:	

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone) AGENT or BROKER: **OWNER'S REPRESENTATIVE:** (Architect, Engineer or other party:)

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Init. 1

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring .1 a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default:
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as
- practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

Init. 1

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§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- the responsibilities of the Contractor for correction of defective work and completion of the .1 Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

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§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for	udditional signatures of added parties, other than those appearing on the cover page.)
CONTRACTOR AS PRINCIPAL	SURETY	

Company:	(Corporate Seal)	Company:	(Corporate Seal
Signature:		Signature:	
Name and Title:		Name and Title:	
Address:		Address:	

Init. 1

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(Signed)			
(Title)			
(Dated)			

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AIA Document A201° – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Mayo High School Toilet Renovation 405 Chestnut Street Darlington, South Carolina 29532

THE OWNER: (Name, legal status and address)

Darlington County School District, SC 120 E. Smith Avenue Darlington, South Carolina 29532 Telephone Number: 843-398-5100

THE ARCHITECT: (Name, legal status and address)

Moseley Architects P.C. 997 Morrison Drive Suite 601 Charleston, South Carolina 29403 Telephone Number: 843-577-5063

TABLE OF ARTICLES

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- CONTRACTOR 3
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- CHANGES IN THE WORK 7
- TIME 8
- PAYMENTS AND COMPLETION 9
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- **15 CLAIMS AND DISPUTES**

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

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

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Project Manual and Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance all. Performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to

produce the indicated results. Notwithstanding such performance, in case of a conflict, disagreement, or ambiguity, provide the better quality of Work. In case of a conflict, disagreement, or ambiguity, provide the greater quantity of Work.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

1.2.1.2 Plumbing, Mechanical, Fire Protection and Electrical drawings are diagrammatic, showing general locations and arrangements of piping, wiring, equipment, security and technology, and specialties; not necessarily showing all required offsets, conditions and appurtenances required for maximum practical accessibility for operation, maintenance and clearances. Coordinate this Work in order to achieve the required and intended Work and notify the Architect immediately of conditions which do not comply or will not allow for this condition.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

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

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, 1.7, 1.8, and 1.9 solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Subsubcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by

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certified or registered mail, or by courier providing proof of delivery. delivery, including signature of receiver of such notices.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will shall use AIA Document E203TM–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.data, should such Exhibit be included in the Agreement.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203TM–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202TM–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.9 If such Exhibits are not included in the Agreement, the Architect may, with the concurrence of the Owner, furnish to the Contractor versions of the Instruments of Service in electronic form. The Contract Documents executed or identified in accordance with Section 1.1.1 shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations involving computers. The Contractor shall not transfer or reuse Instruments of Service in electronic or machine readable form without the prior written consent of the Architect.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the The Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

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§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for electronic copy of the Drawings, Specifications, and Addenda issued, for the purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3.6.1 At the Architect's sole discretion, selected electronic (CAD) Drawing files may be made available for use by the Contractor after execution of the Contract for Construction, with the exception of civil grading and layout plans, if authorized by the civil consultant. Such electronic files are not part of the Contract Documents. If available, the Architect shall release them to the Contractor subject to the terms and conditions established by the Architect, to which the Contractor must agree without exception prior to release of the electronic files. Refer to www.moseleyarchitects.com for the Architect's current Request for Electronic (CAD) Files form, which defines the applicable terms and conditions.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

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§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or Amounts charged to the Contractor may, pursuant to Section 9.5.1, nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

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§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

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

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

§ 3.1.4 During the performance of this Contract, the Contractor will include the provisions of the foregoing Sections 3.1.4.1 and 3.1.4.2 in every Subcontract or purchase order of over ten thousand dollars (\$10,000.), so that the provisions will be binding upon each Subcontractor or vendor; and furthermore, the Contractor agrees as follows:

- .1 The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, .2 will state that such Contractor is an equal opportunity employer.
- Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be .3 deemed sufficient for the purpose of meeting requirements of this section.
- The Contractor does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
- Contractor hereby represents it is organized as a stock or non-stock corporation, limited liability .5 company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the jurisdiction where the Project is located as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, 2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the

purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.2.5 The Owner shall deduct from the Contract Sum amounts paid to the Architect for the Architect to evaluate and respond to the Contractor's requests for information, where such information was available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior correspondence or documentation.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, appropriate, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, alternative in writing, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

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

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

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

§ 3.4.2 Except in the case of minor changes in the Work approved found to be acceptable by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make

substitutions only with the consent of the Owner, after evaluation review by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.2.1 After the Contract has been executed, the Owner and the Architect will consider a formal request for substitution in lieu of those required by the Contract Documents only under and in addition to, the conditions set forth in the Contract Documents. By making requests for substitutions, the Contractor:

- .1 represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to requirements of the Contract Documents;
- .2 represents that the Contractor will provide the same warranty for the substitution that the Contractor is required to provide under the Contract Documents;
- certifies that the cost data presented is complete and includes all related costs under this .3 Contract including the Architect's redesign costs, and waives all claims for additional costs and time related to the substitution which subsequently become apparent; and
- .4 will coordinate and perform the installation of the accepted substitute, making such changes to the Work as may be required for the Work to be complete in all respects.

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

§ 3.4.4 The Owner shall deduct from the Contract Sum amounts paid to the Architect for the Architect to review the Contractor's proposed substitutions, to make agreed-upon changes in the Instruments of Service, including the Contract Documents, and to provide additional construction phase services made necessary by the Owner's acceptance of such substitutions.

§ 3.5 Warranty

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

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

§ 3.7.1.1 Unless otherwise provided in the Contract Documents, the Contractor is responsible for obtaining utilities for the Project and providing the Work relating to Project utilities as indicated. Responsibility for payment of fees associated with providing utilities to the Project shall be as follows:

Any fees assessed by entities for providing permanent utilities to the Project shall be paid directly to the utility .1 entities by Owner. These include "tap fees" and "electrical connection and service fee." Contractor shall

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coordinate the permanent utilities and the entity's related work to comply with the construction schedule.

Any fees assessed by entities for providing temporary utilities to the Project for use by Contractor during .2 construction of the Project shall be paid by the Contractor. The Contractor's payment of fees for temporary utilities shall be included in the Base Bid and Contract Sum and will not be reimbursed by the Owner.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate review such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend determine that an equitable adjustment should be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly .3 by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness. The Contractor shall identify the date for Owner's selection on the critical path of the Contractor's Construction Schedule and provide the Owner a minimum of two weeks notice before this date.

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§ 3.9 Superintendent and Project Manager

§ 3.9.1 The Contractor shall employ a competent superintendent and project manager and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent and project manager shall represent the Contractor, and communications given to the superintendent or project manager shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. superintendent and project manager. Within 14 days of receipt of the information, the Architect Owner may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or project manager or (2) requires additional time for review. Failure of the Architect Owner to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent or project manager to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent or project manager without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.9.4 The Superintendent employed by the Contractor shall have a minimum of five (5) years commercial experience as the primary Superintendent on projects of similar size and complexity as the Work. The superintendent shall speak fluent English and clearly understand the English language. The Contractor shall submit to the Owner a resume and other supporting documentation showing that the proposed Superintendent is competent and has the minimum work experience required to execute the Work. The Owner reserves the right to request additional supporting documentation regarding the proposed Superintendent's qualifications and to require the Contractor to propose an alternate Superintendent who better meets the requirements contained in this Article, as may reasonably be determined by the Owner. The Contractor shall notify the Architect and Owner in writing of any proposed replacement of the Superintendent. The Contractor shall not replace a competent Superintendent without prior written approval from the Owner. The requirements contained in this Article shall apply to any proposed replacement Superintendent, regardless if the proposed tenure is to be temporary or permanent.

§ 3.9.5 The Contractor shall employ a Project Manager to be assigned to the Work. The Project Manager employed by the Contractor shall have a minimum of five (5) years commercial experience as Project Manager on projects of similar size and complexity as the Work. The project manager shall speak fluent English and clearly understand the English language. The Contractor shall submit to the Owner a resume and other supporting documentation showing that the proposed Project Manager is competent and has the minimum work experience required to execute the Work. The Owner reserves the right to request additional supporting documentation regarding the proposed Project Manager's qualifications and to require the Contractor to propose an alternate Project Manager who better meets the requirements contained in this Article, as may reasonably be determined by the Owner. The Contractor shall notify the Architect and Owner in writing of any proposed replacement of the Project Manager. The Contractor shall not replace a competent Project Manager without prior written approval from the Owner. The requirements contained in this Article shall apply to any proposed replacement Project Manager, regardless if the proposed tenure is to be temporary or permanent. The Project Manager shall not act as the Superintendent or replacement for the Superintendent without written approval from the Owner.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail-Unless otherwise required by the Contract Documents; the schedule shall contain details appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Substantial Completion date and final completion date indicated in the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not

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be unreasonably delayed or withheld. The in accordance with section 3.12. Unless otherwise required by the Contract Documents, the submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved accepted submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

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

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved accepted by the Architect or, in the absence of an approved accepted submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved accepted by the Architect.

§ 3.12.8 The Work shall be in accordance with approved accepted submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval acceptance of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval acceptance to the specific deviation in accordance with 3.12.9 as a minor change in the Work, or (2) a

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Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval acceptance thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing on a cover letter attached to the original or on the case of a resubmittal, on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to all revisions or deviations other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval-acceptance of a resubmission shall not apply to such revisions-revisions or deviations.

§ 3.12.10 The Contractor shall not be required (delegated design) to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If such delegated professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify provide all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, licensed in the state where the Project is located, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified provided to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.12.11 The Architect's review of Contractor's submittals will be limited to examination of an initial submittal and one (1) resubmittals. The Architect's review of additional resubmittals will be made only with the consent of the Owner after notification by the Architect. The Owner shall to deduct from the Contract Sum amounts paid to the Architect for evaluation of such additional resubmittals.

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

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§ 3.15 Cleaning Up

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

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement. Such terms as 'Architect-Engineer,' 'Engineer,' and 'A-E,' if used in these Contract Documents, is intended to mean the Architect and its consultants unless otherwise intended by the context or usage of such terms. Such terms do not mean or include any design professional of the Contractor, Subcontractor, or Owner.

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

§ 4.1.3 Subject to the standard of care for applying professional judgment to information used or relied upon, Architect and its Consultants may use and rely upon design elements, technical standards, test results, and all other information ordinarily or customarily furnished or published by others, including, but not limited to, specialty contractors, manufacturers, fabricators, and suppliers.

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§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

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

§ 4.2.2.1 The Contractor shall reimburse the Owner for compensation paid to the Architect for additional site visits made necessary by the fault, neglect or request of the Contractor.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly endeavor to report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) known defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for general conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. Contractor. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval acceptance of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval acceptance of a specific item shall not indicate approval acceptance of an assembly of which the item is a component.

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§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations review and make determinations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

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

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Subsubcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify submit to the Owner and Architect of the persons or entities proposed for each principal portion of the Work, Work (list of proposed subcontractors), including those who are to furnish materials or equipment fabricated to a special design. design no later than two days prior to the date of the Pre-construction Conference. Include Contractor's License number and Class for each proposed Subcontractor. Within 14 days of receipt of the information, the Architect-Owner may notify the Contractor whether the Owner or the Architect-(1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect Owner to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the complete Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available shall similarly make available copies of the complete Contract Documents to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor: and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar

to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the <u>Owner and</u> Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Owner and Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.responsible between the Owner, Separate Contractors, and Contractor.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§7.2.1-7.1.1.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives 7.1.1.2 A Construction Change

§7.3.1 Directive shall be used in the absence of total agreement on the terms of a Change Order. A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 7.1.1.2.1 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.7.2.

§ 7.1.1.2.2 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.1.1.2.3 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.1.1.2.4 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional opinion, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

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§ 7.3.4-7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

7.2 If a change in the Work results in an adjustment to the Contract Sum, the adjustment (increase or decrease) shall be based on the following, unless noted otherwise:

- .1 Material quantities and unit prices (separated into trades; include sales tax).
- .2 Labor costs (raw cost).
- .3 Labor burden, applied to labor only, including but not limited to, worker's compensation and public liability, social security tax, old age and unemployment insurance, union welfare fund and fringe benefits. Contractor shall be required to substantiate the labor burden percentage applied to any change in contract amount. Labor burden percentage shall not exceed 30% in any case.
- Construction equipment cost. .4
- .5 Overhead and profit combined (on Claims for net increase only), as defined in Section 7.3.11.
- .6 Cost of Premiums for Bonds (for Contractor only). Evidence of additional premium for bond shall be submitted with Claim.
- .7 Extended Overhead Costs (if applicable) which shall be established by pro-rating the value of supervision, temporary facility, and General Conditions and all other direct and indirect costs of Contractor included in the Contract Sum over the number of days included in the Contract Time.

§ 7.2.1 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, forth, a reasonable amount. In such case, and also under Section 7.3.3.3, 7.1.1.2.1.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following: data which shall include, at the Architect's sole discretion, a cost breakdown itemized in accordance with the current appropriate Data Book and edition of R. S. Means Company, Inc., or other source of construction industry cost data acceptable to the Architect.

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect; Overhead shall include, but not be limited to, project management, field office personnel including supervision, superintendence, wages of timekeepers, watchmen and clerks, small tools, incidentals, general office expenses, insurance premiums, and all other expenses not included in "costs."
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed; If the net value of the change results in a credit, the credit given shall be the net cost without overhead or profit (for Contractor, Subcontractor, or
 - .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others; Sub-subcontractor). The cost as used herein shall include all items of labor, materials, equipment.
 - Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and and bonds.
 - .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5-7.2.2 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

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§7.3.8-7.2.3 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§7.3.10-7.2.4 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the 7.3. In Sections 7.2 and 7.2.1, the amount for overhead and profit combined, included in the total cost to the Owner, shall be based on the following schedule:

for the Contractor, for Work performed by the Contractor's own forces, 15 percent of the cost. The Architect may order minor changes in the Work .2 for the Contractor, for Work performed by the Contractor's Subcontractors, 5 percent of the amount due the Subcontractors.

- that are consistent with.3 for each Subcontractor involved, for Work performed by that Subcontractor's own forces, 15 percent of the cost.
- the intent of the Contract Documents.4 for each Subcontractor involved, for Work performed by the Subcontractor's Sub-subcontractor, 5 percent of the amount due the Sub-subcontractor.
- and do not involve an adjustment in the Contract Sum or an extension .5 cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.2.
- of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change .6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs in the manner prescribed above. Where major cost items are changes to Subcontracts, they shall be itemized also. In no case will a change involving over \$500.00 be approved without such itemization.

in the Workwill affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time. § 7.4 Minor Changes in the WorkThe Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 Definitions

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

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

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

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§ 8.2 Progress and Completion

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.determine and the Owner approves.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, 7.1.1.2.4, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

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§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.1.3 Until final completion, the Owner will pay 95% of the amount due the Contractor on account of progress payments.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.2.1 Contractor shall provide invoices, package slips, or other form of supporting data for materials stored onsite claimed on the progress payment, unless it can be verified through on-site observations. Maintain concise bill of materials and label materials stored on-site for ready identification and verification.

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

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, unless otherwise agreed upon, within seven working days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

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

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to

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such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.1.1 The Owner may withhold payments to the Contractor notwithstanding the Architect's certification if it is necessary, in the Owner's opinion, to do so to protect the Owner from loss due to any of the reasons set forth in Sections 9.5.1.1 through 9.5.1.7.

9.6.2 Payment of Subcontractors

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

9.6.2.2 Within seven (7) working days after receipt of amounts paid to the Contractor by the Owner for Work performed under this Agreement, the Contractor shall do one of the following:

- Pay each Subcontractor for the proportional share of the total payment received from the Owner attributable а. to the Work performed by the respective Subcontractor under This Agreement; or
- Notify the Owner and Architect, and Subcontractor, in writing, of the Contractor's intention to withhold all b. or part of the Subcontractor's payment with the reason for nonpayment.

9.6.2.3 The Contractor shall pay interest to each Subcontractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the Owner for Work performed by the affected Subcontractor under this Agreement, except for amounts withheld as allowed in Section 9.6.8.1. Unless otherwise provided under the terms of this Agreement, for purposes solely of these prompt payment provisions, interest shall accrue at the rate of one percent (1%) per month.

9.6.2.4 In each Subcontract, the Contractor shall include a provision requiring each Subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier Subcontractor (Sub-Subcontractor).

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9.6.2.5 The Contractor's obligation to pay interest to a Subcontractor pursuant to the prompt payment provisions is not an obligation of the Owner, and no modification shall be made to this Agreement and no cost reimbursements claim shall be made for the purpose of providing reimbursement by Owner for such interest charge.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

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

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If If, unless otherwise agreed upon, the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven working days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven working days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional working days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can fully occupy or utilize the Work for its intended use.or designated portion thereof, for its intended use with all of the Work's parts and systems operable as required by the Contract Documents. Only incidental cleaning, if required beyond cleaning needed for the Owner's full occupancy or utilization, may remain for final completion.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. corrected. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

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§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection Architect discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

9.8.3.1 The Architect will provide no more than one (1) inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner shall deduct from the Contract Sum amounts paid to the Architect for any additional inspections.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

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

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect review the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance general compliance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

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9.10.1.1 The Architect will provide no more than two (2) inspections to determine whether the Work or a designated portion thereof has attained final completion in accordance with the Contract Documents. The Owner shall deduct from the Contract Sum amounts paid to the Architect for any additional inspections.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect for the record (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

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

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

9.11 LIQUIDATED DAMAGES

9.11.1 The Contractor, and the Contractor's surety shall be liable for and shall pay the Owner the sums stipulated on the Bid Form, if any, as liquidated damages for each calendar day of delay after the date established for Substantial Completion in the Contract Documents until the Work is substantially complete.

9.11.2 The Owner has established this amount as the proper measure of liquidated damages which the Owner will sustain per day by the failure of the Contractor to substantially complete the Work at the stipulated time and it is not to be construed in any sense as a penalty.

9.11.3 In addition to Liquidated Damages, the Contractor shall pay to the Owner the cost of extended architectural and engineering (including Architect's on-site representative(s), if any, on-site) services rendered beginning at 61 days from the date of Substantial Completion required by the Contract, as adjusted if applicable, and continuously until final completion is achieved.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY § 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

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§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect. Owner.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

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§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall-may obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material

or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

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

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

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

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§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business working days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

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§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured § 11.3 Property Insurance. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum as well as subsequent Contract modifications thereto for the entire Work at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.§ 11.3.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, collapse, earthquake, flood, windstorm, false work, testing and startup, temporary buildings, and debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's services and expenses required as a result of such insured loss. Coverage for other perils shall not be required unless otherwise provided in the Contract Documents.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission 11.3.2 If the property insurance requires minimum deductibles and such deductibles are identified in the Contract Documents, the Contractor shall pay costs not covered because of such deductibles.

of the Contractor; (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner § 11.3.3 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would

have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required § 11.3.4 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, subsubcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

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ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination review and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine review prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.expense without change to the contract time.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or Owner or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.expense without change to the contract time.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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

§ 12.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

12.2.2.4 If required by the Owner and the Architect and, upon request by the Owner and prior to the expiration of one year from the date of Substantial Completion, the Architect will conduct and the Contractor shall attend a meeting with the Owner to review the facility operations and performance and the Work.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents

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may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.located.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

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

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.expense without change to contract time.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered submitted to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly-in a timely manner and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven working days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional working days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

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§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers; Suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification determination by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or

remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified determined by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

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§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required. Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time Sum, Contract Time, or both shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, Sum notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

Init.

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§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction. Time extensions from adverse weather conditions shall not entitle the Contractor to "extended overhead" recovery.

§ 15.1.6.2.1 Weather data utilized to support claims for adverse weather conditions shall be that obtained from the National Oceanic and Atmospheric Administration (NOAA) for the nearest weather station to the Project. Adverse weather conditions are defined as measurable precipitation (MP) of 0.1 " or more, or 1.0" or more of snow or ice pellets, or freezing temperature (FT) for a day (24 hours) when the temperature remains at 32 degrees Fahrenheit or below. Only measurable precipitation (MP) or freezing temperature (FT) shall be permitted to be claimed for any one calendar day. Time extensions for adverse weather conditions shall be cumulative over the duration of the Project time and claims shall not be permitted for days for drying out of rain-soaked soil, snow accumulation, or similar weather-related conditions or resulting Project conditions.

The Contractor agrees that it shall not be entitled to a time extension for normal inclement weather (weather .1 conditions other than "adverse weather conditions") which could have been expected at the Project locale due to

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precipitation or temperature, based upon actual data from the National Oceanic and Atmospheric Administration (NOAA) for the locality closest to the Project for a five-year period preceding the date of the Contract. The Contractor acknowledges and warrants that in making its proposal or bid and Construction Schedule for the Work, it gave due care and consideration to this expected number of calendar days of inclement weather for the locale of the Project and allowed for the impact of normal inclement weather on subsequent Work. During the time of performance, should the expected number of calendar days of normal inclement weather for the locale of the Project be less than originally anticipated by the Contractor and the Owner, at the time of contracting, those days not so affected by normal inclement weather shall be considered float time in the Construction Schedule.

.2 The Contractor agrees that the measure of adverse weather conditions due to MP or FT during the period covered by this Contract shall be the number of days where adverse weather conditions comply with the weather data referenced in subparagraph 15.1.6.2.1.

.3 Extensions of time will be made only for days in which abnormal adverse weather criteria cited in subparagraph 15.1.6.2.1 occur.

.4 If the total calendar days lost due to adverse weather conditions, from the start of the Work at the Project by the Contractor until the principal portions of the Work are enclosed, exceeds the total number of days to be expected to be lost for the same time period, a time extension, if granted, shall only be for the number of calendar days needed to equal the excess number of calendar days lost to such adverse weather conditions.

§ 15.1.7 Waiver of Claims for Consequential Damages

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

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 working days after the Claim has been referred to the Initial Decision Maker, subject to Section 15.2.6 the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the The Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten working days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial

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Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten working days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision. Either party may, within 30 working days from the date of receipt of an initial decision, or if no decision has been rendered in accordance with Section 15.2.1, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 working days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 working days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.order..

§ 15.3.3 Either party may, within 30 working days from the date that mediation has been concluded without resolution of the dispute or 60 working days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 working days after written receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

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§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

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

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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(Signed)			
(Title)			
(Dated)			

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SECTION 075423 TPO MEMBRANE ROOFING (*AD 01)

PART 1 GENERAL

1.01 REFERENCE STANDARDS

- A. ASTM C177 Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Guarded-Hot-Plate Apparatus 2019.
- B. ASTM C552 Standard Specification for Cellular Glass Thermal Insulation 2022.
- C. ASTM C1177/C1177M Standard Specification for Glass Mat Gypsum Substrate for Use as Sheathing 2017.
- D. ASTM C1289 Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board 2022a.
- E. ASTM D6878/D6878M Standard Specification for Thermoplastic Polyolefin-Based Sheet Roofing 2021.
- F. FM (AG) FM Approval Guide current edition.
- G. FM DS 1-28 Wind Design 2015, with Editorial Revision (2022).
- H. NRCA (RM) The NRCA Roofing Manual 2022.
- I. NRCA (WM) The NRCA Waterproofing Manual 2021.
- J. UL (FRD) Fire Resistance Directory Current Edition.

1.02 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Convene at the Project site one week before starting work of this section.
 - 1. Review preparation and installation procedures and coordinating and scheduling required with related work.

1.03 SUBMITTALS

- A. Product Data: Provide data indicating membrane materials, flashing materials, insulation, vapor retarder, surfacing, and fasteners.
- B. Shop Drawings: Submit drawings that indicate joint or termination detail conditions, conditions of interface with other materials, and paver layout.
- C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
 - 1. Submit in the form of manufacturer's assembly letter, indicating each component of the roofing assembly as specified, and that assembly meets performance requirements and manufacturer's warranty conditions.
- D. Manufacturer's Field Reports: Indicate procedures followed, ambient temperatures, humidity, wind velocity during application, and supplementary instructions given.
- E. Manufacturer's qualification statement.
- F. Installer's qualification statement.
- G. Warranty Documentation:
 - 1. Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.

2. Submit installer's written verification that installation complies with warranty conditions for waterproof membrane.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacture of products specified, with UL-listed roof assemblies for roof systems indicated.
- B. Installer Qualifications: Company specializing in installation of roof systems indicated, and approved / certified by roofing manufacturer to install products specified.
- C. Insulation Manufacturer Qualifications: Approved by roof membrane manufacturer, and approved and labeled under third party quality program as required by applicable building code.
 - 1. Insulation Labeling: All foam insulation shall bear the label of testing/inspection agency, and shall include manufacturer identification, product identification, and performance characteristics.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in manufacturer's original containers, dry and undamaged, with seals and labels intact, unless otherwise indicated.
- B. Store materials in weather protected environment, clear of ground and moisture.
- C. Ensure storage and staging of materials does not exceed static and dynamic load-bearing capacities of roof decking.
- D. Protect foam insulation from direct exposure to sunlight.

1.06 FIELD CONDITIONS

- A. Do not install roofing materials during unsuitable weather, or when unsuitable weather is expected. Proceed only when field conditions are in accordance with roofing manufacturer's installation and warranty requirements.
- B. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.
- C. Schedule applications so that no partially completed sections of roof are left exposed at end of workday.

1.07 WARRANTY

- A. See Section 017800 Closeout Submittals for additional warranty requirements.
- B. Special Warranty Manufacturer: Manufacturer's standard warranty form, customized for project-specific conditions.
 - 1. Manufacturer's warranty shall be a "total system" or "edge-to-edge" warranty; no dollar limit ("NDL").
 - 2. Include all components of roofing system including, but not limited to, roofing membrane, roof insulation, adhesives and fasteners, flashings, edge metals and copings, substrate board, vapor retarder/air barrier, roof insulation, and cover board.
 - 3. Manufacturer's Total System Warranty Period: 20 years, from date of Substantial Completion.
- C. Special Warranty Installer: Installer shall sign and submit per warranty form attached at end of this section.
 - 1. Installer's warranty shall cover all components of roofing system, matching manufacturer's warranty above.
 - 2. Installer's Warranty Period: 2 years, from date of Substantial Completion.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Thermoplastic Polyolefin (TPO) Membrane Roofing Materials:
 - 1. Carlisle Roofing Systems, Inc.
 - 2. Firestone Building Products, LLC.
 - 3. Johns Manville.

2.02 ROOFING

- A. Thermoplastic Membrane Roofing: One ply membrane, fully adhered, over vapor retarder and insulation.
- B. Roofing Assembly Requirements:
 - 1. Roof Covering External Fire Resistance Classification: UL (FRD) Class A.
 - 2. Assembly Thermal Resistance (R-Value): Roofing assembly shall have a total minimum R-value of 30 in accordance with IECC for Commercial Buildings.

2.03 MEMBRANE ROOFING AND ASSOCIATED MATERIALS

- A. Membrane Roofing Materials:
 - 1. TPO: Thermoplastic polyolefin (TPO) complying with ASTM D6878/D6878M, sheet contains reinforcing fabrics or scrims.
 - a. Thickness: 60 mil, 0.060 inch, minimum.
 - 2. Sheet Width: Factory fabricated into widest possible sheets.
 - 3. Color: White.
- B. Seaming Materials: As recommended by membrane manufacturer.
- C. Flexible Flashing Material: Same material as membrane.

2.04 DECK SHEATHING

- A. Thermal Barrier: Deck sheathing shall serve as an approved thermal barrier, as required by applicable building code, separating foam plastic roof insulation from the interior of the building.
- B. Deck Sheathing: Glass-mat faced gypsum panels complying with ASTM C1177/C1177M.
 - 1. Thickness: 1/2 inch, fire-resistant.
 - 2. Products:
 - a. CertainTeed Corporation; GlasRoc Sheathing.
 - b. Georgia-Pacific; DensDeck Prime.
 - c. National Gypsum Company; DEXcell Glass Mat Roof Board.
 - d. USG Corporation; Securock Ultralight Glass-Mat Roof Board.

2.05 VAPOR RETARDER / AIR BARRIER

- A. Vapor Retarder / Air Barrier Sheet, Self-Adhered: Composite sheet fabricated of rubberized asphalt factory laminated to polyethylene/polypropylene film with release liner. Product shall be approved by primary roofing manufacturer, and comply with the following:
 - 1. Total Thickness: 30 mils, minimum.
 - 2. Air Permeance: Less than 0.004 cfm/sq.ft. when tested per ASTM E 2178.
 - 3. Vapor Permeance: Less than 0.1 perm when tested per ASTM E 96.
 - 4. Products:

- a. Carlisle; VapAir Seal 725 TR.
- b. Firestone; V-Force Vapor Barrier.
- c. Johns Manville; JM Vapor Barrier SA.

2.06 COVER BOARDS

- A. Cover Board: High compressive strength polyisocyanurate (ISO) board insulation complying with ASTM C1289, and the following characteristics:
 - 1. Classification: Type II, Class 4 Faced with coated or uncoated polymer-bonded glass fiber mat facers on both major surfaces of the core foam.
 - 2. Compressive Strength: Type II, Class 4; Grade 1, 80 psi.
 - 3. Board Thickness: 1/2 inch.
 - 4. Thermal Resistance: R-value of 2.5, minimum, at 1/2 inch thick and 75 degrees F mean temperature.
 - 5. Products:
 - a. Carlisle; SecurShield HD.
 - b. Firestone; Isogard HD Cover Board.
 - c. Johns Manville; ProtectoR.

2.07 INSULATION

1.

- A. Surface Burning Characteristics: Foam plastic insulation shall have a maximum flame spread index of 75, and maximum smoke developed index of 450, when tested in accordance with ASTM E84 at maximum thickness intended for use.
- B. Polyisocyanurate (ISO) Board Insulation: Rigid cellular foam, complying with ASTM C1289.
 - Classifications:
 - a. Type II:
 - 1) Class 1 Faced with glass fiber reinforced cellulosic felt facers on both major surfaces of core foam.
 - 2) Compressive Strength: Classes 1-2-3, Grade 2, 20 psi (138 kPa), minimum.
 - 2. Tapered Board: Slope as indicated, but no lower than 1/4 inch per foot; minimum thickness 1/2 inch; fabricate of fewest layers possible.
 - 3. Preformed Shapes: Provide saddles crickets, tapered edge strips, and other insulation shapes where indicated for sloping to drain. Fabricate to slopes indicated, but no less than 1/4 inch per 12 inches, and no less than 1/8 inch per 12 inches in valleys.

2.08 ACCESSORIES

- A. Stack Boots: Prefabricated flexible boot and collar for pipe stacks through membrane; same material as membrane.
- B. Sheathing Joint Tape: Paper type, self adhering.
- C. Insulation Joint Tape: Glass fiber reinforced type as recommended by insulation manufacturer, compatible with roofing materials; 6 inches wide; self adhering.
- D. Insulation Fasteners: Appropriate for purpose intended and approved by roofing manufacturer.
 - 1. Length as required for thickness of insulation material and penetration of deck substrate, with metal washers.
- E. Membrane Adhesive: As recommended by membrane manufacturer.
- F. Insulation Adhesive: As recommended by insulation manufacturer.

- G. Sealants: As recommended by membrane manufacturer.
- H. Walkway Pads: Suitable for maintenance traffic, contrasting color or otherwise visually distinctive from roof membrane.
 - 1. Composition: Roofing membrane manufacturer's standard.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces and site conditions are ready to receive work.
- B. Verify deck is supported and secure.
- C. Verify deck is clean and smooth, flat, free of depressions, waves, or projections, properly sloped and suitable for installation of roof system.
- D. Verify deck surfaces are dry and free of snow or ice.
- E. Verify that roof openings, curbs, and penetrations through roof are solidly set, and other accessories are in place.

3.02 PREPARATION - METAL DECK

- A. Install deck sheathing on metal deck:
 - 1. Lay with long side at right angle to flutes; stagger end joints; provide support at ends.
 - 2. Cut sheathing cleanly and accurately at roof breaks and protrusions to provide smooth surface.
 - 3. Tape joints.
 - 4. Mechanically fasten sheathing to roof deck, in accordance with Factory Mutual recommendations and roofing manufacturer's instructions.
 - a. At locations where metal roof deck will be exposed from below in the finished work, carefully coordinate fastener attachment such that fasteners do not penetrate the bottom flanges of the metal deck. Remove fasteners that penetrate the bottom flanges and replace with properly located fasteners, and restore metal deck to Owner's satisfaction.

3.03 INSTALLATION, GENERAL

- A. Perform work in accordance with manufacturer's instructions, NRCA (RM), and NRCA (WM) applicable requirements.
- B. Do not apply roofing membrane during cold or wet weather conditions.
- C. Do not apply roofing membrane when ambient temperature is outside the temperature range recommended by manufacturer.
- D. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.
- E. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.

3.04 INSTALLATION - VAPOR RETARDER AND INSULATION, UNDER MEMBRANE

- A. Install vapor retarder over sheathing surface in accordance with manufacturer's instructions.
 - 1. Extend vapor retarder under blocking to deck edge.
 - 2. Install flexible flashing from vapor retarder to air seal material of wall construction, lap and seal to provide continuity of the air barrier plane.

- B. Ensure vapor retarder is clean and dry, continuous, and ready for application of insulation.
- C. Attachment of Insulation:
 - 1. Mechanically fasten first layer of insulation to deck in accordance with roofing manufacturer's instructions and FM DS 1-28 Factory Mutual requirements.
 - a. At locations where metal roof deck will be exposed from below in the finished work, carefully coordinate fastener attachment such that fasteners do not penetrate the bottom flanges of the metal deck. Remove fasteners that penetrate the bottom flanges and replace with properly located fasteners, and restore metal deck to Owner's satisfaction.
 - 2. Embed subsequent layer(s) of insulation into full bed of adhesive in accordance with roofing and insulation manufacturers' instructions.
 - 3. Install a minimum of two layers of insulation, with a minimum total thickness of 5 inches, to achieve a cumulative Long Term Thermal Resistance (LTTR) value of 28.5 per ASTM C 1289, followed by a cover board.
- D. Lay subsequent layers of insulation with joints staggered minimum 6 inches from joints of preceding layer.
- E. Place tapered insulation to the required slope pattern in accordance with manufacturer's instructions.
- F. On metal deck, place boards parallel to flutes with insulation board edges bearing on deck flutes.
- G. Lay boards with edges in moderate contact without forcing. Cut insulation to fit neatly to perimeter blocking and around penetrations through roof.
- H. Tape joints of insulation in accordance with roofing and insulation manufacturers' instructions.
- I. At roof drains, use factory-tapered boards to slope down to roof drains over a distance of 18 inches.
- J. Do not install more insulation than can be covered with membrane in same day.
- K. Cover Boards: Secure cover boards in accordance with roofing manufacturer's instructions with manufacturer's insulation adhesive. Install cover boards with joints staggered minimum 6 inches from joints of preceding insulation layer.

3.05 INSTALLATION - MEMBRANE

- A. Roll out membrane, free from wrinkles or tears. Place sheet into place without stretching.
- B. Shingle joints on sloped substrate in direction of drainage.
- C. Fully Adhered Application: Apply adhesive to substrate per manufacturer's instruction. Fully embed membrane in adhesive except in areas directly over or within 3 inches of expansion joints. Fully adhere one roll before proceeding to adjacent rolls.
- D. Overlap edges and ends and seal seams by contact adhesive, minimum 3 inches. Seal permanently waterproof. Apply uniform bead of sealant to joint edge.
- E. At intersections with vertical surfaces:
 - 1. Extend membrane over cant strips and up a minimum of 4 inches onto vertical surfaces.
 - 2. Fully adhere flexible flashing over membrane and up to nailing strips.
- F. Around roof penetrations, seal flanges and flashings with flexible flashing.
- G. Install roofing expansion joints where indicated. Make joints watertight.
- H. Coordinate installation of roof drains and sumps and related flashings.

 Install walkway pads in layout indicated. If not indicated, provide from roof access hatch/door to each major piece of rooftop equipment and fully around perimeter of equipment. Space pad joints to permit drainage.(*AD 01)

3.06 FIELD QUALITY CONTROL

- A. See Section 014000 Quality Requirements for additional requirements.
- B. Provide on-site inspection by roofing manufacturer's technical representative at least three times (deck/substrate examination, in-progress, and warranty inspection) during installation of this work.
- C. Repair or replace roofing components where inspection determines they are defective.
 - 1. Repair or replace roofing system where ponding occurs in excess of specified requirement.

3.07 CLEANING

- A. See Section 017000 Execution and Closeout Requirements for additional requirements.
- B. In areas where finished surfaces are soiled by work of this section, consult manufacturer of surfaces for cleaning advice and comply with their documented instructions.
- C. Repair or replace defaced or damaged finishes caused by work of this section.
- D. Provide a final cleaning of the roof membrane immediately prior to Substantial Completion to remove dirt, clay and other soiling.

3.08 PROTECTION

- A. Protect installed roofing and flashings from construction operations.
- B. Where traffic must continue over finished roof membrane, protect surfaces using durable materials.

END OF SECTION 075423

SECTION 084313 ALUMINUM-FRAMED STOREFRONTS (*AD 01)

PART 1 GENERAL

1.01 REFERENCE STANDARDS

- A. AAMA CW-10 Care and Handling of Architectural Aluminum from Shop to Site 2015.
- B. AAMA 1503 Voluntary Test Method for Thermal Transmittance and Condensation Resistance of Windows, Doors and Glazed Wall Sections 2009.
- C. AAMA 2604 Voluntary Specification, Performance Requirements and Test Procedures for High Performance Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix) 2022.
- D. ASCE 7 Minimum Design Loads and Associated Criteria for Buildings and Other Structures Most Recent Edition Cited by Referring Code or Reference Standard.
- E. ASTM B221 Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes 2021.
- F. ASTM B221M Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes (Metric) 2021.
- G. ASTM E84 Standard Test Method for Surface Burning Characteristics of Building Materials 2022.
- H. ASTM E283/E283M Standard Test Method for Determining Rate of Air Leakage Through Exterior Windows, Skylights, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen 2019.
- I. ASTM E330/E330M Standard Test Method for Structural Performance of Exterior Windows, Doors, Skylights and Curtain Walls by Uniform Static Air Pressure Difference 2014 (Reapproved 2021).
- J. ASTM E331 Standard Test Method for Water Penetration of Exterior Windows, Skylights, Doors, and Curtain Walls by Uniform Static Air Pressure Difference 2000 (Reapproved 2016).
- K. NFRC 200 Procedure for Determining Fenestration Product Solar Heat Gain Coefficient and Visible Transmittance at Normal Incidence 2020.

1.02 ADMINISTRATIVE REQUIREMENTS

A. Preinstallation Meeting: Conduct a preinstallation meeting one week before starting work of this section; require attendance by all affected installers.

1.03 SUBMITTALS

- A. Product Data: Provide component dimensions, describe components within assembly, anchorage and fasteners, glass and infill, door hardware, and internal drainage details.
- B. Shop Drawings: Indicate system dimensions, framed opening requirements and tolerances, affected related work, expansion and contraction joint location and details, and field welding required.
 - 1. Include design engineer's stamp or seal on shop drawings for attachments and anchors.
- C. Design Data: Provide framing member structural and physical characteristics, engineering calculations, and dimensional limitations.

- D. Hardware Schedule: Complete itemization of each item of hardware to be provided for each door, cross-referenced to door identification numbers in Contract Documents.
- E. Designer's qualification statement.

1.04 QUALITY ASSURANCE

A. Designer Qualifications: Design structural support framing components under direct supervision of a Professional Structural Engineer experienced in design of this Work and licensed in the State in which the Project is located.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Handle products of this section in accordance with AAMA CW-10.
- B. Protect finished aluminum surfaces with wrapping. Do not use adhesive papers or sprayed coatings that bond to aluminum when exposed to sunlight or weather.

1.06 FIELD CONDITIONS

A. Do not install sealants when ambient temperature is less than 40 degrees F. Maintain this minimum temperature during and 48 hours after installation.

1.07 WARRANTY

- A. See Section 017800 Closeout Submittals for additional warranty requirements.
- B. Correct defective Work within a two year period after Date of Substantial Completion.
- C. Provide ten year manufacturer warranty against excessive degradation of exterior finish. Include provision for replacement of units with excessive fading, chalking, or flaking.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Aluminum-Framed Storefront Exterior High-Performance Double Thermal Break Center Set 2" x 4.5":
 - 1. EFCO Corp; 403X.
 - 2. Kawneer North America; 451UT.
 - 3. Oldcastle Building Envelope; 3000 XT.
 - 4. Tubelite, Inc; TU 24000 Therml=block.
 - 5. YKK AP America, Inc; YES 45 XT.
- B. Aluminum-Framed Storefront Interior Non-Thermal Center Set 2" x 4.5":
 - 1. EFCO Corp; 402.
 - 2. Kawneer North America; Trifab VG 451.
 - 3. Oldcastle Building Envelope; FG 3000.
 - 4. Tubelite, Inc; E14000 Non-Thermal.
 - 5. YKK AP America, Inc; YES 45 FI.
- C. Aluminum-Framed Entrances Standard 1.75-inch thickness, insulated:
 - 1. EFCO Corp; D500.
 - 2. Kawneer North America; 500.
 - 3. Oldcastle Building Envelope; 500.
 - 4. Tubelite, Inc; Standard Wide Stile Doors.

- 5. YKK AP America, Inc; 50D.
- D. Aluminum-Framed Entrances Heavy-Duty 2-inch Thick Insulated Wide-Stile:
 - 1. EFCO Corp; D518 Durastile.
 - 2. Kawneer North America; 500 Heavy Wall Entrance.
 - 3. Oldcastle Building Envelope; Rugged Entrance.
 - 4. **Tubelite, Inc; Monumental Wide Stile Doors.**
 - 5. YKK AP America, Inc; 50M. (*AD 01)

2.02 ALUMINUM-FRAMED STOREFRONT

- A. Aluminum-Framed Storefront: Factory fabricated, factory finished aluminum framing members with infill, and related flashings, anchorage and attachment devices.
 - 1. Glazing Position: Centered (front to back).
 - 2. Finish: High performance organic coatings.
 - a. Factory finish all surfaces that will be exposed in completed assemblies.
 - b. Touch-up surfaces cut during fabrication so that no natural aluminum is visible in completed assemblies, including joint edges.
 - 3. Fabrication: Joints and corners flush, hairline, and weatherproof, accurately fitted and secured; prepared to receive anchors and hardware; fasteners and attachments concealed from view; reinforced as required for imposed loads.
 - 4. Construction: Eliminate noises caused by wind and thermal movement, prevent vibration harmonics, and prevent "stack effect" in internal spaces.
 - 5. System Internal Drainage: Drain to the exterior by means of a weep drainage network any water entering joints, condensation occurring in glazing channel, and migrating moisture occurring within system.
 - 6. Expansion/Contraction: Provide for expansion and contraction within system components caused by cycling temperature range of 170 degrees F over a 12 hour period without causing detrimental effect to system components, anchorages, and other building elements.
 - 7. Movement: Allow for movement between storefront and adjacent construction, without damage to components or deterioration of seals.
 - 8. Perimeter Clearance: Minimize space between framing members and adjacent construction while allowing expected movement.
- B. Performance Requirements:
 - 1. Wind Loads: Design and size components to withstand the specified load requirements without damage or permanent set, when tested in accordance with ASTM E330/E330M, using loads 1.5 times the design wind loads and 10 second duration of maximum load.
 - a. Design Wind Loads: Comply with requirements of ASCE 7 and as indicated on Structural drawings.
 - b. Member Deflection: Limit member deflection to flexure limit of glass in any direction, with full recovery of glazing materials.
 - Water Penetration Resistance on Manufactured Assembly: No uncontrolled water on interior face, when tested in accordance with ASTM E331 at pressure differential of [____] psf.
 - 3. Air Leakage: 0.06 cfm/sq ft maximum leakage of storefront wall area when tested in accordance with ASTM E283/E283M at 1.57 psf pressure difference.
 - 4. Condensation Resistance Factor of Framing: 56, minimum, measured in accordance with AAMA 1503.

- 5. Overall U-value Including Glazing: [____] Btu/(hr sq ft deg F), maximum.
- 6. Solar Heat Gain Coefficient Including Glazing: [____], maximum, measured in accordance with NFRC 200.

2.03 COMPONENTS

- A. Aluminum Framing Members: Tubular aluminum sections, thermally broken with interior section insulated from exterior, drainage holes and internal weep drainage system.
 - 1. Glazing Stops: Flush.
- B. Glazing: Refer to Section 088000.
- C. Infill Panels (Glazing Type G3): Insulated, aluminum, with edges formed to fit glazing channel and sealed.
 - 1. Total Nominal Thickness: 1 inch.
 - 2. Surface Burning Characteristics: Provide assemblies with Class A rating, with flame spread index of 25 or less and smoke developed index of 450 or less, when tested in accordance with ASTM E84.
 - 3. Face Sheets (Front and Back): Equal 0.024-inch smooth aluminum faces bonded to nominal 1/8-inch exterior grade hardboard or high-density corrugated polypropylene.
 - 4. Core: Rigid polyisocyanurate insulation core; minimum total panel R-value of 6.
 - 5. Finish: Same as storefront.
 - 6. Products:
 - a. Citadel Architectural Products; GlazeGuard 1000 WR+.
 - b. Laminators, Inc; Thermolite/Omega Foam-Ply.
 - c. Mapes Architectural Products; Mapes-R Infill.
 - d. Substitutions: See Section 016000 Product Requirements.
- D. Swing Doors: Glazed aluminum.
 - 1. Thickness: 1-3/4 inches.
 - 2. Top Rail: 7 inches wide.
 - 3. Vertical Stiles: 5 inches wide (wide stile).
 - 4. Bottom Rail: 12 inches wide.
 - 5. Glazing Stops: Beveled.
 - 6. Finish: Same as storefront.

2.04 MATERIALS

- A. Extruded Aluminum: ASTM B221 (ASTM B221M).
- B. Fasteners: Stainless steel.
- C. Concealed Flashings: Stainless steel, 26 gauge, 0.0187 inch minimum thickness or sheet aluminum, 22 gauge, 0.026 inch minimum thickness.
- D. Sill Flashing Sealant: Elastomeric, silicone or polyurethane, compatible with flashing material.
- E. Sealant for Setting Thresholds: Non-curing butyl type.
- F. Glazing Gaskets: Type to suit application to achieve weather, moisture, and air infiltration requirements.

2.05 FINISHES

A. High Performance Organic Coating: AAMA 2604; multiple coats, thermally cured fluoropolymer system.

B. Color: As selected by Architect from manufacturer's standard range.

2.06 HARDWARE

- A. For each door, include weatherstripping, sill sweep strip, and threshold.
- B. Other Door Hardware: Refer to Section 087100.
- C. Weatherstripping: Wool pile, continuous and replaceable; provide on all doors.
- D. Sill Sweep Strips: Resilient seal type, retracting, of neoprene; provide on all doors.
- E. Threshold: Extruded aluminum, one piece per door opening, ribbed surface; provide on all exterior doors.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify dimensions, tolerances, and method of attachment with other work.
- B. Verify that storefront wall openings and adjoining water-resistive and/or air barrier seal materials are ready to receive work of this section.

3.02 INSTALLATION

- A. Install wall system in accordance with manufacturer's instructions.
- B. Attach to structure to permit sufficient adjustment to accommodate construction tolerances and other irregularities.
- C. Provide alignment attachments and shims to permanently fasten system to building structure.
- D. Align assembly plumb and level, free of warp or twist. Maintain assembly dimensional tolerances, aligning with adjacent work.
- E. Provide thermal isolation where components penetrate or disrupt building insulation.
- F. Install sill flashings. Turn up ends and edges; seal to adjacent work to form water tight dam.
- G. Where fasteners penetrate sill flashings, make watertight by seating and sealing fastener heads to sill flashing.
- H. Pack fibrous insulation in shim spaces at perimeter of assembly to maintain continuity of thermal barrier.
- I. Set thresholds in bed of sealant and secure.
- J. Install glass and infill panels using glazing method required to achieve performance criteria; see Section 088000.
- K. Touch-up minor damage to factory applied finish; replace components that cannot be satisfactorily repaired.

3.03 TOLERANCES

- A. Maximum Variation from Plumb: 0.06 inch per 3 feet non-cumulative or 0.06 inch per 10 feet, whichever is less.
- B. Maximum Misalignment of Two Adjoining Members Abutting in Plane: 1/32 inch.

3.04 FIELD QUALITY CONTROL

A. Provide services of storefront manufacturer's field representative to observe for proper installation of system and submit report.

3.05 ADJUSTING

A. Adjust operating hardware and sash for smooth operation.

3.06 CLEANING

- A. Remove protective material from pre-finished aluminum surfaces.
- B. Wash down surfaces with a solution of mild detergent in warm water, applied with soft, clean wiping cloths, and take care to remove dirt from corners and to wipe surfaces clean.

3.07 PROTECTION

A. Protect installed products from damage until Date of Substantial Completion.

END OF SECTION 084313

SECTION 096700 FLUID-APPLIED FLOORING (*AD 01)

PART 1 GENERAL

1.01 REFERENCE STANDARDS

- A. ASTM D695 Standard Test Method for Compressive Properties of Rigid Plastics 2015.
- B. ASTM D4060 Standard Test Method for Abrasion Resistance of Organic Coatings by the Taber Abraser 2019.
- C. ASTM F710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring 2022.
- D. ASTM F1869 Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride 2022.
- E. ASTM F2170 Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes 2019a.
- F. ICRI 310.2R Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, Polymer Overlays, and Concrete Repair 2013.

1.02 ADMINSTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Convene at project site seven calendar days prior to scheduled beginning of construction activities of this section to review section requirements.
 - 1. Require attendance by representatives of installer and other entities directly affecting, or affected by, construction activities of this section.
 - 2. Notify Architect four calendar days in advance of scheduled meeting date.

1.03 SUBMITTALS

- A. Product Data: Provide data on specified products, describing physical and performance characteristics; sizes, patterns and colors available.
- B. Selection Samples: Provide manufacturer's color charts illustrating full range of patterns and colors for each flooring material.
- C. Verification Samples: Manufacturer's standard size physical samples, on rigid backing, illustrating each selected pattern and color.
- D. Concrete Subfloor Test Report: Submit a copy of the moisture and alkalinity (pH) test reports.
- E. Manufacturer's Installation Instructions: Indicate special procedures, perimeter conditions requiring special attention, and application rate for each coat.
- F. Applicator's Qualification Statement.
- G. Field Quality Control Reports: Submit inspection reports of manufacturer's technical representative.
- H. Maintenance Data: Include maintenance procedures, recommended maintenance materials, procedures for stain removal, repairing surface, and suggested schedule for cleaning.

1.04 QUALITY ASSURANCE

- A. Applicator Qualifications: Company specializing in performing the work of this section; certified and approved by manufacturer in writing.
 - 1. Approved by manufacturer.

1.05 MOCK-UPS

- A. Construct mock-up(s) of fluid applied flooring to serve as basis for evaluation of texture and workmanship.
 - 1. Number of Mock-Ups to be Prepared: One.
 - 2. Use same materials and methods for use in the work.
 - 3. Use approved design samples as basis for mock-ups.
 - 4. Locate where directed by Architect.
 - 5. Minimum Size: 48 inches by 48 inches.
- B. See Section 014000 Quality Requirements for additional requirements.
- C. Obtain approval of mock-up by Architect before proceeding with work.
- D. Approved mock-up may remain as part of the work.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Store resin materials in a dry, secure area.
- B. Store materials for three days prior to installation in area of installation to achieve temperature stability.

1.07 FIELD CONDITIONS

- A. Maintain minimum temperature in storage area of 55 degrees F.
- B. Store materials in area of installation for minimum period of 24 hours prior to installation.
- C. Maintain ambient temperature required by manufacturer 72 hours prior to, during, and 24 hours after installation of materials.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Fluid-Applied Flooring:
 - 1. Crossfield Products Corp.
 - 2. Dur-A-Flex, Inc.
 - 3. Elite Crete Systems.
 - 4. Key Resin Company.
 - 5. Master Builders Solutions.
 - 6. Sherwin-Williams Company.
 - 7. Sika Corporation.
 - 8. Stonhard, Inc.
 - 9. Substitutions: See Section 016000 Product Requirements.

2.02 PERFORMANCE REQUIREMENTS

- A. Performance Requirements: Where a specific Basis-of-Design value is indicated, minor variations in test numbers shall be permitted for comparable/substitute products at Architect's discretion.
 - 1. Compressive Strength: [____] psi, when tested in accordance with ASTM C579 (Basis-of-Design).
 - 2. Abrasion Resistance: Maximum weight loss of [____] mg, when tested in accordance with ASTM D4060 (Basis-of-Design).

- 3. Impact Resistance: No cracking, chipping or delamination, when tested with Gardner Impact Tester at 16 ft lbs.
- 4. Adhesion: Minimum 300 psi at concrete substrate failure, per ASTM D 4541.
- B. Critical Radiant Flux: Minimum of 0.45 watts/sq cm, when tested in accordance with ASTM E648.
- C. Slip Resistance: Minimum dynamic coefficient of friction (DCOF) of 0.6, when tested in accordance with NFSI / ANSI B101 Standard.

2.03 FLUID-APPLIED FLOORING SYSTEMS

- A. (ADD #1) Fluid-Applied Flooring Type [RES]: Epoxy, with aggregate.
 - 1. Aggregate: Silica sand.
 - 2. System Thickness: 15 mils, nominal, dry film thickness (DFT).
 - 3. Texture: Slip resistant.
 - 4. Sheen: Gloss.
 - 5. Color: As selected by Architect.
 - 6. Products:
 - a. Crossfield Products Corp.; Dex-O-Tex
 - b. Key Resin Company
 - c. Sherwin-Williams Company; Armorseal 100% Solids Epoxy: www.protective.sherwinwilliams.com/#sle.
 - d. Stonhard; Stonclad: www.stonhard.com/#sle.

2.04 ACCESSORIES

- A. Subfloor Filler: Type recommended by fluid-applied flooring manufacturer.
- B. Primer: Type recommended by fluid-applied flooring manufacturer.
- C. Moisture Vapor Treatment: Where fluid-applied flooring and accessories are installed over concrete slabs, provide alkaline-resistant product designed to control excessive moisture vapor transmission through concrete slab, per the following:
 - 1. Products: Provide product approved by flooring manufacturer and complying with performance requirements below, equivalent to one of the following:
 - a. Duraamen Engineered Products, Inc.; Perdure MVT.
 - b. Maxxon Corporation; Maxxon MVP.
 - c. Tnemec Company Inc.; Epoxoprime MVT, Series 208.
 - 2. Performance Requirements:
 - a. Verify with flooring manufacturer that submitted product maintains compliance with all provisions of flooring manufacturer's warranty.
 - b. Low-VOC: Provide product with VOC content less than 15 g/L.
 - c. Bond Strength to Concrete: Minimum 400 psi per ASTM D 4541 (100% concrete failure).
 - d. Permeance: Maximum 0.1 perm per ASTM E 96, and 0.10 grains/hr/ft²/in-Hg, per ASTM F3010.
 - e. Applications: Provide MVT for all concrete slabs on-grade and lightweight concrete elevated slabs.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that subfloor surfaces are smooth and flat within the tolerances specified for that type of work and are ready to receive flooring.
- B. Verify that subfloor surfaces are dust-free and free of substances that could impair bonding of materials to subfloor surfaces.
- C. Cementitious Subfloor Surfaces: Verify that substrates are ready for fluid-applied flooring installation by testing for moisture and alkalinity (pH).
 - 1. Test as Follows: Perform one test in each installation area.
 - a. Alkalinity (pH): ASTM F710.
 - b. Internal Relative Humidity: ASTM F2170.
 - c. Moisture Vapor Emission: ASTM F1869.
 - 2. If test results are not within limits recommended by fluid-applied flooring manufacturer, apply moisture vapor treatment (MVT) in accordance with manufacturer's requirements. MVT.shall be provided per unit price and quantity allowance requirements.
- D. Verify that required floor-mounted utilities are in correct location.

3.02 PREPARATION

- A. Remove subfloor ridges and bumps. Fill low spots, cracks, joints, holes, and other defects with subfloor filler.
- B. Prepare concrete surfaces according to ICRI 310.2R, CSP 4, minimum, unless otherwise required by manufacturer's installation requirements..
- C. Apply, trowel, and float filler to achieve smooth, flat, hard surface. Grind irregularities above the surface level. Prohibit traffic until filler is cured.
- D. Vacuum clean substrate.
- E. Apply primer to surfaces required by flooring manufacturer.

3.03 INSTALLATION - FLOORING

- A. Apply in accordance with manufacturer's instructions.
- B. Apply each coat to minimum thickness required by manufacturer.
- C. Finish to smooth level surface.
- D. Install flooring to the center of cased openings, and into door openings such that the transition to other floor material will occur under the center of the door leaf. Where transitions occur to another flooring material, extend resinous flooring to suit transition.
- E. Cove at vertical surfaces.

3.04 FIELD QUALITY CONTROL

- A. See Section 014000 Quality Requirements, for additional requirements.
- B. Provide services of manufacturer's technical representative to inspect for proper installation of fluid-applied flooring system and submit inspection report.

3.05 PROTECTION

A. Prohibit traffic on floor finish for minimum 48 hours after installation.

B. Barricade area to protect flooring until fully cured.

END OF SECTION 096700

SECTION 122400 WINDOW SHADES (AD *01)

PART 1 GENERAL

1.01 REFERENCE STANDARDS

- A. ASTM G21 Standard Practice for Determining Resistance of Synthetic Polymeric Materials to Fungi 2015, with Editorial Revision (2021).
- B. NFPA 70 National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- C. NFPA 701 Standard Methods of Fire Tests for Flame Propagation of Textiles and Films 2023.
- D. UL 325 Standard for Door, Drapery, Gate, Louver, and Window Operators and Systems Current Edition, Including All Revisions.

1.02 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Convene one week prior to commencing work related to products of this section; require attendance of affected installers.
- B. Sequencing:
 - 1. Do not fabricate shades until field dimensions for each opening have been taken with field conditions in place.
 - 2. Do not install shades until final surface finishes and painting are complete.

1.03 SUBMITTALS

- A. Product Data: Provide manufacturer's standard catalog pages and data sheets, including materials, finishes, fabrication details, dimensions, profiles, mounting requirements, and accessories.
- B. Shop Drawings: Include shade schedule indicating size, location and keys to details, head, jamb and sill details, mounting dimension requirements for each product and condition, and operation direction.
- C. Source Quality Control Submittals: Provide test reports indicating compliance with specified fabric properties.
- D. Selection Samples: Include fabric samples in full range of available colors and patterns.
- E. Verification Samples: Minimum size 6 inches square, representing actual materials, color and pattern.
- F. Operation and Maintenance Data: List of all components with part numbers, sources of supply, and operation and maintenance instructions; include copy of shop drawings.

1.04 QUALITY ASSURANCE

A. Installer Qualifications: Authorized installation representative of fabricator/manufacturer.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver shades in manufacturer's unopened packaging, labeled to identify each shade for each opening.
- B. Handle and store shades in accordance with manufacturer's recommendations.

1.06 FIELD CONDITIONS

A. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.07 WARRANTY (AD #01)

- A. See Section 017800 Closeout Submittals, for additional warranty requirements.
- B. Provide manufacturer's warranty from Date of Substantial Completion, covering the following minimum terms:
 - 1. Manual Operating Mechanism / Clutch: 10 years, minimum (excludes bead chain).
 - 2. Fabric: 10 years, minimum.
 - 3. Balance of Shade Hardware and Non-Operating Materials and Components: 25 years, minimum.

PART 2 PRODUCTS

2.01 MANUFACTURERS (AD #01)

- A. Interior Manually Operated Roller Shades:
 - 1. Draper, Inc; Clutch Operated FlexShade.
 - 2. Hunter Douglas Architectural; RB500 Manual Roller Shades.
 - 3. Lutron Electronics Co., Inc; Contract Roller Manual Roller Shades.
 - 4. MechoShade Systems LLC; Mecho/5 System.
 - 5. WT Shade; HeliaRise.
 - 6. Substitutions: See Section 016000 Product Requirements.
- B. Source Limitations: Provide products produced by a single manufacturer and obtained from a single supplier.

2.02 ROLLER SHADES (AD #01)

- A. General:
 - 1. Provide shade system components that are easy to remove or adjust without removal of mounted shade brackets.
 - 2. Provide shade system that operates smoothly when shades are raised or lowered.
- B. Roller Shades:
 - 1. Description Interior Roller Shades: Single roller, manually operated fabric window shade system complete with mounting brackets, roller tubes, hembars, hardware, and accessories.
 - a. Drop Position: Regular roll.
 - b. Roll Direction: Roll down, closed position is at window sill.
 - c. Mounting: Window jamb mounted inside, between jambs.
 - d. Size: As indicated on drawings for rough opening sizes; field verify rough openings prior to fabrication.
 - 2. Brackets and Mounting Hardware: As recommended by manufacturer for mounting indicated and to accommodate shade fabric roll-up size and weight.
 - 3. Roller Tubes: As required for type of shade operation.
 - a. Material: Extruded aluminum, clear anodized finish or electrogalvanized/epoxy primed steel, as standard with manufacturer.
 - b. Size: As recommended by manufacturer; selected for suitability for installation conditions, span, and weight of shades.

- c. Fabric Attachment: Utilize extruded channel in tube to accept vinyl spline welded to fabric edge.
- 4. Hembars: Designed to maintain bottom of shade straight and flat.
- a. Style: Full wrap fabric covered bottom bar, flat profile with heat sealed closed ends.
- 5. Manual Operation for Interior Shades:
 - a. Clutch Operator: Manufacturer's standard material and design, permanently lubricated.
 - b. Drive Chain: Continuous loop beaded ball chain, 95 pounds minimum breaking strength. Provide upper and lower limit stops.
- 6. Accessories:
 - a. Fascia: Extruded aluminum, size as required to conceal shade mounting, attachable to brackets without exposed fasteners; clear anodized finish.
 - b. Fasteners: Noncorrosive, and as recommended by shade manufacturer.

2.03 SHADE FABRIC

- A. Fabric: Nonflammable, color-fast, impervious to heat and moisture, and able to retain its shape under normal operation.
 - 1. Manufacturers:
 - a. Lutron Electronics Co., Inc; Basketweave 27 1%.
 - b. Mermet Corporation; E-Screen 1%.
 - c. Phifer, Inc; Style 2500 1%.
 - d. Substitutions: See Section 016000 Product Requirements.
 - 2. Material: Vinyl coated fiberglass.
 - 3. Performance Requirements:
 - a. Flammability: Pass NFPA 701 large and small tests.
 - b. Fungal Resistance: No growth when tested according to ASTM G21.
 - 4. Color: As selected by Architect from manufacturer's full range of colors.
 - 5. Fabrication:
 - a. Fabric Orientation: Railroaded, fabric is turned 90 degrees off the roll.
 - b. If height of opening requires multiple panels of railroaded fabric, use manufacturer's standard sewn seams.

2.04 ROLLER SHADE FABRICATION

- A. Field measure finished openings prior to ordering or fabrication.
- B. Dimensional Tolerances: Fabricate shades to fit openings within specified tolerances.
 - 1. Vertical Dimensions: Fill openings from head to sill with 1/4 inch maximum space between bottom bar and window stool.
 - 2. Horizontal Dimensions Inside Mounting: Fill openings from jamb to jamb, with maximum 1/4 inch gap at each edge of jamb.
- C. At openings requiring continuous multiple shade units with separate rollers, locate roller joints at window mullion centers; butt rollers end-to-end.

PART 3 EXECUTION

3.01 EXAMINATION

A. Examine finished openings for deficiencies that may preclude satisfactory installation.

B. Start of installation shall be considered acceptance of substrates.

3.02 PREPARATION

- A. Prepare surfaces using methods recommended by manufacturer for achieving best result for substrate under the project conditions.
- B. Coordinate with window installation and placement of concealed blocking to support shades.

3.03 INSTALLATION

- A. Install in accordance with manufacturer's instructions and approved shop drawings, using mounting devices as indicated.
- B. Adjust level, projection, and shade centering from mounting bracket. Verify there is no telescoping of shade fabric. Ensure smooth shade operation.

3.04 CLEANING

- A. Clean soiled shades and exposed components as recommended by manufacturer.
- B. Replace shades that cannot be cleaned to "like new" condition.

3.05 PROTECTION

- A. Protect installed products from subsequent construction operations.
- B. Touch-up, repair, or replace damaged products before Substantial Completion.

END OF SECTION 122400

DEMOLITION PL	AN GENERAL NO
A. DEMOLITION WORK NOTED ON THESE DRAWINGS INVOLVES THE REMOVAL OF EXISTING CONSTRUCTION UNDER THIS CONTRACT, AND SHALL BE COORDINATED WITH CORRESPONDING RENOVATION FLOOR PLANS AND DETAILS. REMOVE EXISTING CONSTRUCTION AS INDICATED FOR NEW	L. WALLS AND PARTIT INCLUDING ALL DO
WORK TO CONFORM TO CONTRACT DRAWINGS	M. EXISTING CONSTRU CONSTRUCTION.
3. ACTUAL FIELD CONDITIONS WHICH ARE CONCEALED BY EXISTING CONSTRUCTION MAY VARY FROM	
THOSE CONDITIONS INDICATED ON THE DRAWINGS. ALL WORK THAT RELATES TO OR IS IN ANY WAY	N. COORDINATE IN TH
AFFECTED BY EXISTING CONDITIONS WHICH VARY FROM THOSE INDICATED SHALL BE MODIFIED TO	
ACHIEVE THE INTENT OF THE CONTRACT DOCUMENTS, ACCORDING TO FIELD ASSESSMENTS AND MEASUREMENTS, REPORT DISCREDANCIES TO THE ARCHITECT RECORE DROCEEDING WITH AFEECTED	DIRECTED BY THE
ASPECTS OF DEMOLITION OR CONSTRUCTION	O ALL EXPOSED SUR
	EXISTING ADJACEN
C. REFER TO APPLICABLE PLUMBING, MECHANICAL, & ELECTRICAL DEMOLITION PLANS FOR ADDITIONAL	
DEMOLITION NOTES.	P. EXISTING MATERIA
	LIMITED TO PIPING
). WHERE REMOVAL OF EXISTING CMU WALLS (IN PART OR IN FULL) OCCURS, REMOVE BLOCK 4" MINIMUM	SHALL BE REMOVE
BELOW FLOOR SLAB WHEN EXISTING WALL CONTINUES THROUGH THE SLAB.	DETERMINED BY T
E. REFER TO PLUMBING, MECHANICAL, & ELECTRICAL DRAWINGS FOR AREAS OF EXISTING FLOOR SLAB TO	Q. KEYED DEMOLITIO
BE REMOVED TO ACCESS PLUMBING LINES FOR COMPLETION OF WORK UNDER THIS CONTRACT.	SPACE/ROOM UNLE
. NOT ALL ITEMS TO BE REMOVED ARE NUMBERED WITH KEYNOTES. REFER TO DEMOLITION LEGEND AND	R. DEMO ENOUGH OF
THESE GENERAL NOTES AND SECTION 024119 SELECTIVE DEMOLITION	COURSING AND PA
3. REPRESENTATIONS OF EXISTING ITEMS REQUIRING REMOVAL ARE TO BE CONSIDERED GENERAL IN	S. REFER TO WALL SE
NATURE BASED UPON INFORMATION PROVIDED IN RECORD DRAWINGS AND FIELD OBSERVATIONS. THIS	OF EXTERIOR ELEM
DEMOLITION PLAN AND THE ACCOMPANYING DEMOLITION PLANS BY THE DIVISION 25 & DIVISION 26	
DISCIPLINES ARE NOT INTENDED TO BE COMPREHENSIVE IN ALL DETAILS OF EXISTING CONSTRUCTION	T. TALL EXISTING INF
THAT WILL HAVE TO BE REMOVED TO COMPLETE THE WORK OF THE CONTRACT. THE CONTRACTOR	DESTRUCTIVE OBS
SHALL NOTIFY THE ARCHITECT IMMEDIATELY UPON NOTICE OF A BELIEVED DISCREPANCY BETWEEN	AFFECTS THE SCO
THE DEMOLITION DRAWINGS, EXISTING CONDITIONS, AND THE NEW WORK INDICATED.	
H PROTECT ALL WORK THAT IS INDICATED TO REMAIN DURING THE DEMOLITION PROCESS. PROMPTLY	HAS BEEN REMOV
REPAIR ANY DAMAGE TO PRE-DEMOLITION CONDITIONS. REFER TO SECTIONS 017300 AND 024119.	SAME CONSTRUCT
UNLESS NOTED OTHERWISE, ALL DEMOLISHED MATERIALS ARE TO BE REMOVED AND DISPOSED OF	
OFF- SITE.	SYSTEM LEAVES A

. WHERE DEMOLITION WORK EXPOSES SURFACES SCHEDULED TO RECEIVE NEW FINISH, THE EXPOSED

*AD-001

SURFACE SHALL BE PREPARED AS REQUIRED BY SPECIFICATIONS AND MANUFACTURER FOR

ACCEPTABLE INSTALLATION OF THE WORK.





- A. AN ASBESTOS INSPECTION WAS PERFORMED AND ASBESTOS-CONTAINING MATERIALS (ACM) WERE GENERALLY FOUND IN THE AREAS INDICATED. THE ASBESTOS-CONTAINING MATERIALS SHALL BE REMOVED PRIOR TO ANY OTHER WORK BEING PERFORMED IN THE AREAS.
- B. NO ASBESTOS-CONTAINING REPLACEMENT MATERIALS SHALL BE USED ON THIS PROJECT.
- C. LOCATIONS OF ACM WHICH WILL BE SHOWN ON THIS DRAWING ARE APPROXIMATE. CONTRACTOR(S) SHALL VERIFY ALL DIMENSIONS AND FIELD CONDITIONS PRIOR TO SUBMITTING THÉIR BID PROPOSAL.
- D. COORDINATE ALL WORK WITH THE GENERAL CONTRACTOR
- E. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS. ALL ASBESTOS ACTIVITIES ARE TO BE PERFORMED BY QUALIFIED PERSONNEL LICENSED BY THE STATE OF SOUTH CAROLINA.

- REMOVE DOOR AND STOREFRONT ASSEMBLEY INCLUDING GLASS, FRAME, TRANSOM, PANELS, RAILS & ALL ASSOCIATED HARDWARE & SEALANTS, REMOVE INTERIOR STONE SI AT ALL LOCATIONS WHERE OCCURS. REMOVE BRICK BULKHEAD AT SILL OF SIDELIGHTS WHERE OCCURS.
- TO PLUMBING PLANS FOR ADDITIONAL PLUMBING DEMO INFORMATION)
- REMOVE AND DISCARD ELECTRIC WATER COOLER
- 4 RECEIVE NEW WORK.
- REMOVE ALL EXISTING APPLIED FLOOR FINISHES INCLUDING, VCT, TILE, AND ALL WALL
- REMOVE WALL TILE AT ALL LOCATIONS WHERE IT OCCURS. REMOVE ALL ASSOCIATED 6 MORTAR, TILE, AND BACKING MESH; CLEAN AND PREPARE EXISTING CMU WALL FOR NEW





































































FINISH SCHEDULE

					2CHEL
NUMBER	NAME	FLOOR	BASE	NORTH	EAST
1	VESTIBULE	VCT	RB	ETR	ETR
2	VESTIBULE	VCT	RB	ETR	ETR
3	FEMALE RESTROOM	RES	RES	GWT	GWT
4	MALE RESTROOM	RES	RES	GWT	GWT







DOOR SCHEDULE

-11

	FRAME								
NG				HEAD	JAMB	JAMB	SILL	FIRE	
E	TYPE	NUMBER	SECTIONS	DETAIL	DETAIL	DETAIL	DETAIL	RATING	NOTES
	AS	2		2	3				
	AS	7		2	3				
	AS	1		4	5				
	AS	4		4	5				
	STL	3	A	1	1				1
	STL	3	A	1	1			45 MIN	
	STL	3	A	1	1			45 MIN	
	STL	2		2	3				

	D	OOR AND FRAME DETAIL KEYNOTES REPRESENTED BY n APPLIES TO DRAWINGS A3.1.1 - A3.1.1
	1	ANCHORAGES, REINFORCING, SPECIFIC PARTITION CONSTRUCTION AND/OR LINTELS ARE NOT SHOWN FOR CLARITY.
	2	REFER TO FRAME SECTION IN DOOR SCHEDULE FOR TYPE.
	3	SEALANT, ALL SIDES - TOOL TO 90°.
J	4	BACKBEND RETURN @ GB LOCATIONS ONLY.
_	5	9/16" @ MAS; 1/2" @ GB.
	6	1/4" @ JAMBS, UNO; DIMENSION @ HEAD & SILL VARIES.
	7	BULLNOSE @ CMU JAMBS & SILLS.

- 0" @ GB LOCATIONS; 1/16" @ MAS LOCATIONS. 8
- MASONRY VENEER TYPE VARIES. REFER TO WALL ASSEMBLY TYPES
- AIR BARRIER TRANSITION MEMBRANE 10
- CAVITY DRAINAGE MATERIAL 11
- 12 MEMBRANE FLASHING W/ WEEPS & DRIP EDGE











- REQUIRED FOR COMPLETE AND FUNCTIONAL INSTALLATION.

	APPLIES TO DRAWINGS A3.1.1 - A3.1.1
13	STL SUPPORT AT AS SILL - REFER TO STRUCTURAL
14	FULL SEALANT BED BETWEEN SHIMS W/ CONTINUOUS SEALANT A ROD. ALL SIDES - TOOL TO 90 DEGREES
15	CONTINUOUS ALUMINUM CLIP ANGLE WITH MATCHING SNAP-ON T
16	ALUMINUM STOREFRONT SYSTEM
18	EXISTING WALL
19	ALUMINUM BREAK METAL MASONRY WRAP WITH HEMMED EDGE; MATCH STOREFRONT, TYP.
20	FACE OF VENEER BEYOND
21	ROWLOCK BRICK COURSE
22	JOINT SEALANT AND BACKER ROD
23	WEEP HOLES
24	ALUMINUM FLASHING
25	ALUMINUM STOREFRONT SYSTEM













REFI	ECTED CEILING PLAN LEGEND
	APPLIES TO DRAWINGS A9.1.n - A9.1.n
REFER TO M, E & FP DF	RAWINGS FOR REFLECTED CEILING PLAN SYMBOLS NOT INDICATED
A101	SPACE NUMBER CEILING HEIGHT, AFF UNO
	INTERIOR APPLICATIONS: GYPSUM BOARD CEILING EXTERIOR APPLICATIONS: GYPSUM SOFFIT BOARD OR GYPSUM SHEATHING
	2'-0" x 2'-0" LAY-IN ACOUSTICAL CEILING PANELS IN SUSPENDED GRID

1 HR RATED HORIZONTAL SHAFT WALL ABOVE ACP CEILING

EXTERIOR WALL

1'-0" x 1'-0" ACT ON 3/4" FRT PLYWOOD ON CFSF-S SUSPENDED FRAMING

ACCESS PANEL



AP

WITH OPENING

INTERIOR WALL/PARTITION TO CAP ABOVE OR TERMINATES ADJACENT TO A RATED HORIZONTAL ASSEMBLY INTERIOR WALL/PARTITION 4" MIN ABOVE HIGHEST ADJACENT CEILING. IF NECESSARY TO ACHIEVE RESULTS DESIRED, EXTEND WALL HEIGHT SO WALL BRACING IS NOT EXPOSED TO VIEW IN FINISHED SPACES ===== INTERIOR WALL/PARTITION TO UNDERSIDE OF CEILING EXISTING TO REMAIN, VERIFY VERTICAL EXTENTS WHERE THE HEIGHT IMPACTS THE WORK

REFLECTED CEILING PLAN/DETAIL GENERAL NOTES

- A. ALL CEILING HEIGHTS SHALL BE 9'-0" AFF UNLESS INDICATED OTHERWISE.
- B. DRAWINGS INDICATE GRID LAYOUT DIAGRAMMATICALLY. REFER TO SPECIFICATIONS FOR SPECIFIC GRID LAYOUT CRITERIA AT PERIMETER CONDITIONS THAT MAY DIFFER FROM GRID LAYOUT INDICATED ON DRAWINGS.
- C. CENTER CEILING MOUNTED ITEMS WITHIN CEILING PANELS, UNLESS INDICATED OTHERWISE. D. IF ADDITIONAL SPRINKLER HEADS ARE REQUIRED TO SATISFY CODE OR COVERAGE DENSITIES (OTHER THAN THOSE THAT MAY BE INDICATED), PROVIDE ADDITIONAL SPRINKLER HEADS AT NO ADDITIONAL COST AND OBTAIN APPROVAL OF ARCHITECT FOR LOCATION OF SUCH HEADS,



REPRESENTED BY n APPLIES TO DRAWINGS A9.1.1

CFSF-S 1

IF ANY.

- 5/8" GYP BD, TERMINATE 4" ABV FIN CLG
- FIN CLG: FINISH AND/OR HEIGHT AFF VARIES
- COLD FORM
- STEEL FRAME 5





BULKHEAD DETAILS





