



NOTICE

SPECIAL BOARD MEETING

SOUTH METRO FIRE RESCUE FIRE PROTECTION DISTRICT

Special Board of Directors' Meeting

scheduled for

May 15, 2023 at 6:00 p.m.

9195 East Mineral Avenue, Centennial, CO

Has been moved to

UC Health Hospital, 1500 Park Central Drive, Highlands Ranch, CO



SOUTH METRO FIRE RESCUE
Special Board of Directors' Meeting
May 15, 2023

UC Health Hospital, 1500 Park Central Drive, Highlands Ranch, CO

I. SPECIAL BOARD MEETING – 6:00 P.M. – Summit A/B Conference Room

A. MEETING CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. OATH OF OFFICE

D. ROLL CALL

E. PUBLIC COMMENT

Public Conduct at Meetings. Comments by members of the public shall be made only during the “Public Comment” portion of the meeting or a specified “Public Hearing,” and shall be limited to three minutes per individual and five minutes per group spokesperson unless additional opportunity is given at the Board’s discretion. Each member of the public wishing to speak shall identify themselves by name, address, and agenda item, if any, to be addressed. Disorderly conduct, harassment, or obstruction of or interference with meetings by physical action, verbal utterance, nuisance or any other means are prohibited. Such conduct may result in removal of person(s) responsible for such behavior from the meeting, a request for assistance from law enforcement, and criminal charges filed against such person(s).

F. INFORMATION ITEMS

1. EMS Quarterly Update

G. DISCUSSION ITEMS

1. Station 15 Update – Miskimins/Milan
2. Employee Total Compensation Preparation for 2024 Budget – Chapman

H. EXECUTIVE SESSION (upon motion)

N/A

I. NEXT MEETING(S)

Regular Board of Directors’ Meeting to be held on June 5, 2023, 6:00 p.m. at 9195 East Mineral Avenue, Centennial, CO.

J. ADJOURNMENT

SOUTH METRO FIRE RESCUE

BOARD AGENDA

MEETING DATE: 5/15/2023

AGENDA ITEM TYPE: DISCUSSION ITEM

SUBJECT: Station 15 Update

BACKGROUND: Staff will update the Board on design, costs, timeline, and the procurement process for Station 15. Knowing that some board members are new to this process, we are including several documents for informational purposes. The following documents are included:

- 1) Owner's Representative's Activity Summary – A summary of activities related to the project.
- 2) RLB 100% Construction Documents Estimate – The final estimate of construction costs from RLB, our third party cost estimator, based on the architects' final construction documents.
- 3) Detailed Project Timeline
- 4) Request for Proposal Document – Published on May 4, Bids Due June 6.
- 5) Contract Documents – Industry standard contracting documents, reviewed and edited by SMFR legal counsel, that the selected Contractor will agree to.

RECOMMENDATION: [Click here to enter text.](#)

SUBMITTED BY: Kevin Milan, Assistant Chief

APPROVED BY: Dillon Miskimins, CFO



Activity Summary Report

1. Design Progress

- a. 100% Construction Documents: Finished April 3, 2023
- b. Permits anticipated early to mid-July 2023

2. Program & Financials

- a. Original Program: 10,000 GSF and Budget of \$10M
- b. Current Status: 11,464 GSF and Budget of \$10.2M
- c. Moving into Contractor Procurement, the current Budget is **\$10.2M**
 - i. Includes \$280K in unallocated funds (Contingency)
 - ii. Includes \$150K for Asbestos Abatement.
- d. Construction Documents – 3rd Party Budget Est. \$8,103,266
- e. Budget Summary:

i. Land & Finance	\$7,000.00	0%
ii. Professional Services	\$1,129,282.20	11%
iii. Entitlements	\$302,917.29	3%
iv. Construction Costs + Utilities	\$8,529,874.48	83%
v. Furnishings, Fixtures & Equip.	<u>\$230,500.00</u>	<u>2%</u>
	\$10,199,573.97	100.00%

3. Project Timeline.

- a. Abatement & demolition: late June to early July
- b. Building (and related) Permits: early July 2023
- c. Construction Start: August 2023
- d. Substantial Completion: August 2024
- e. Move in Begins: late September 2024
- f. Station 15 Open for calls: October 2024

4. Contractor Procurement

- a. The contractor procurement process will utilize the IPD regulations of Title 32 that will allow a Request for Proposal that will use qualifications, schedule, cost, and other factors to be considered for award of the contract. The following depicts the timeline for contractor procurement.
 - i. Notice of Bid: May 4, 2023
 - ii. BidNet "Active": May 4, 2023
 - iii. Pre-Bid Meeting: May 9, 2023
 - iv. Bid Day: June 6, 2023
 - v. Contract Finalized: June 13, 2023
 - vi. Board Action: June 19, 2023
 - vii. Notice to Proceed: June 22, 2023

SOUTH METRO FIRE RESCUE STATION NO. 15



100% CONSTRUCTION DOCUMENTS ESTIMATE

Gross Floor Area: 11,464 SF
Rates Current At April 2023

DIVISIONS SUMMARY

Ref	Description	GFA USD/SF	Total Cost USD
02	Existing Conditions	10.89	124,895
03	Concrete	19.87	227,832
04	Masonry	52.94	606,898
05	Metals	50.22	575,778
06	Wood, Plastics, and Composites	1.06	12,181
07	Thermal and Moisture Protection	56.93	652,670
08	Openings	33.30	381,735
09	Finishings	35.33	405,041
10	Specialties	4.25	48,742
11	Equipment	3.48	39,850
12	Furnishings	17.75	203,453
14	Conveying Equipment	8.72	100,000
21	Fire Suppression	6.22	71,280
22	Plumbing	50.83	582,763
23	Heating, Ventilating, and Air Conditioning	66.57	763,205
26	Electrical	67.39	772,538
27	Communications	10.43	119,585
28	Electronic Safety and Security	6.30	72,200
31	Earthwork	24.88	285,194
32	Exterior Improvements	40.95	469,483
33	Utilities	37.19	426,290
ESTIMATED NET COST		605.51	6,941,613
MARGINS & ADJUSTMENTS			
	General Conditions and General Requirements - 10%		694,162
	Contractor's Fee - 3%		229,074
	Contractor Payment and Performance Bond - 1%		78,649
	General Liability Insurance - 0.85%		67,520
	Builders Risk Insurance - 0.15%		12,017
	Escalation beyond a 3rd quarter 2023 construction start - 1%		80,231
ESTIMATED TOTAL COST		706.84	8,103,266

SOUTH METRO FIRE RESCUE FIRE PROTECTION DISTRICT

STATION NO. 15 REPLACEMENT

2702 East Dry Creek Road
Centennial, Colorado 80122

REQUEST FOR PROPOSAL

May 4, 2023

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00500 – AGREEMENT FORMS

00600 – BONDS/PROPOSAL GUARANTEE

00700 – GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

CONTRACT DOCUMENTS

South Metro Fire Rescue Station No. 15 – Bid Set, prepared by OZ Architecture, dated May 4, 2023. (153 Pages)

South Metro Fire Rescue Station No. 15 – Bid Set Project Manual Division 01-33, prepared by OZ Architecture, dated May 4, 2023. (1082 Pages)

SECTION 00020 - REQUEST FOR PROPOSALS

REQUEST FOR PROPOSALS
South Metro Fire Rescue Fire Protection District
Station No. 15 Replacement

Proposals from General Contractor firms for the South Metro Fire Rescue Fire Protection District – Station No. 15 Replacement (Project) located at 2702 East Dry Creek Road, Centennial, Colorado 80122 will be received by South Metro Fire Rescue Fire Protection District, a quasi-municipal corporation and political subdivision of the State of Colorado (OWNER, DISTRICT) via BidNet Direct **until 1:00 PM, (local time), Tuesday, June 6, 2023.**

Notice of this Request for Proposals has been published in the Littleton Independent, Douglas County News-Press and Golden Transcript on April 26, 2023.

The Project generally includes: abatement and demolition of the existing fire station, site development, new utilities, construction of the new fire station and site improvements including but not limited to asphalt, concrete curb and gutter, retaining walls, landscape and irrigation. The construction budget is approximately \$8,000,000. The entire project shall achieve Substantial Completion and be operational on or before September 13, 2024.

All interested firms are invited to attend **a mandatory pre-proposal meeting and inspection of the project site beginning at 1:00 PM (local time) on Tuesday, May 9, 2023** at SMFR Station No. 15, 2702 East Dry Creek Road, Centennial, Colorado 80122. Attendees shall meet outside at the project site. The site is small, parking may be limited, please plan accordingly.

Proposing firms shall submit proposals (including Proposal Guarantees) electronically via BidNet Direct. Diversified Consulting Solutions is acting as the Owner's Representative for the District. The following are the contacts for the Owner's Representative:

John Sattler, Principal in Charge: johnsattler@dcs-cm.com
Aubree Thomson, Operations Manager: aubreethomson@dcs-cm.com

Further information will be found in the Instructions to Proposers and the other contract documents. Each proposing firm shall be assumed to be familiar with all the contract documents, including all plan and specifications.

The Owner reserves the right to reject any and all proposals, to waive informalities, and to reject non-conforming or non-responsive proposals.

(END OF SECTION 00020)

SECTION 00100 - INSTRUCTIONS TO PROPOSING FIRMS / REQUEST FOR PROPOSALS

1. CONTRACTS:

All work is to be executed under a single contract between the Owner and the Contractor including but not limited to South Metro Fire Rescue Station No. 15 Bid Set and Project Manual, Division 01-33 prepared by OZ Architecture dated May 4, 2023. The intent is for the Owner and Contractor to enter into a Stipulated Sum Agreement.

2. CONDITIONS AFFECTING THE WORK:

Each proposing firm shall make a careful examination of the Drawings and Specifications, visit the site of the proposed construction, and become knowledgeable with all conditions affecting the work before making its proposal. The firm will be held responsible for any errors in its proposal resulting from its failure to make such an examination.

3. STATE AND LOCAL LAWS:

Proposing firms shall familiarize themselves with, and comply with, the applicable laws and acts of the State of Colorado, the federal government, and the ordinances of the city or county in which the project is located.

4. TIME OF COMPLETION AND LIQUIDATED DAMAGES:

The Contractor must agree to commence work on the date of commencement stated in the written "Notice to Proceed". Such notice will be issued by the Owner within five (5) business days after the Contractor has fulfilled all requirements necessary for full execution of the Contract.

The Contractor agrees to complete the work on or before the following date or dates as modified by written change order. Failing to do so, the Contractor agrees to pay the Owner Liquidated Damages as set forth in Subparagraph 9.11 LIQUIDATED DAMAGES of the AIA Document A201-2017 – General Conditions of the Contract for Construction. Should more than one completion date be established, liquidated damages shall apply to each completion date.

Permits are anticipated to be received no later than July 3, 2023. The Contractor shall commence the Work no later than the commencement date stated in the Notice to Proceed issued by the Owner (currently estimated to be no later than June 20, 2023). Substantial Completion is currently estimated to be no later than 5:00 pm (MDT) on Tuesday, August 13, 2024.

***The above dates are subject to change without penalty to the Owner.**

5. INTERPRETATION OF DOCUMENTS:

Interpretation of the meaning of the Drawings, Specifications and other Request for Proposal (RFP) documents will not be made orally. If any Proposer is in doubt as to the meaning of any part of the RFP documents, or should discover discrepancies or conflicts herein, the Firm shall submit to the Owner's Representative via BidNet Direct a written request for an interpretation.

Every request for interpretation shall be in writing, addressed to the Owner's Representative and submitted via BidNet Direct. To be given consideration, requests must be received before 3:00 PM (local time) on Tuesday, May 23, 2023.

Any and all interpretations and supplemental instructions will be in the form of written addenda which, when issued, will be uploaded to BidNet Direct. Failure of any proposing firm to receive any such addenda or interpretation shall not relieve any Firm from any obligation under its proposal as submitted. All

addenda issued shall become a part of the Contract Documents. Any required addenda will be issued no later than Friday, May 26, 2023.

6. CONSULTANTS:

As a matter of identification, the names of consultants employed by the Architect for various phases of the work are listed on the Drawings. Proposing firms or material suppliers shall not communicate directly with any of the consultants without the permission of the Owner's Representative. All questions and requests for decisions and interpretations shall be directed to the Owner's Representative, who if he deems it advisable, will confer with the Architect and Architect's consultants regarding same.

7. REQUIRED PERFORMANCE STANDARDS:

All Work must be performed according to the standards set forth in Contract Documents. Each proposing firm shall be assumed to be familiar with all the following Contract Documents, including all plans and specifications:

- South Metro Fire Rescue Station No. 15 – Bid Set, prepared by OZ Architecture, dated May 4, 2023.
- South Metro Fire Rescue Station No. 15 – Bid Set Project Manual Division 01-33, prepared by OZ Architecture, dated May 4, 2023.
- AIA Document A101-2017 – Standard Form of Agreement Between Owner and Contractor where the basis of payment is Stipulated Sum
- Attachment 1 to AIA Document A101-2017
- AIA Document A101-2017 Exhibit A – Insurance and Bonds
- AIA Document A201-2017 – General Conditions of the Contract for Construction

Each proposer warrants that it is able to complete the project to specifications that will meet or exceed the minimum code and safety requirements as set by the State of Colorado, Arapahoe County and the Owner where applicable, as well as, all other Authorities Having Jurisdiction over the project. Additionally, they also warrant that they will complete the project to the minimum standards and requirements of all municipal, county, state and federal agencies having jurisdiction and authority over the projects.

Each proposer warrants that it will comply with applicable State and Federal immigration law. Contractor further warrants to insert, or include by reference, the foregoing requirement, and require compliance therewith, in all subcontracts relating to the project.

8. CHANGES AND SUBSTITUTIONS:

Items herein specified under manufacturer's names and catalog numbers are intended as a basis of quality and not as a closed specification unless noted otherwise. Items other than those specifically named in the Specifications or as indicated on the Drawings will be considered provided request for approval of such items is received by the Owner's Representative via BidNet Direct in writing by **May 23, 2023 @ 3:00 PM** (local time). If, in the Architect's and the Owner's opinion, the item or items proposed for use are an acceptable substitute for the items specified in design, quality, material and function, an Addendum will be issued to all proposing firms listing all such items approved for use. Requests for approval received after the above date will not be considered.

Firms shall base their proposal upon the use of any of the items specifically named in the Specifications or on the Drawings, or as approved in an Addendum.

Changes or substitutions will not be considered after the award of the Contract except those that will result in higher quality, a considerable savings to the Owner in cost or time, or a combination of the aforementioned.

For the purpose of detailing, product description, graphic representation, etc., some products have been called out in the Specifications by product name and model number. The physical characteristics and dimensions of these products have been used on the Drawings to show how and where these items are incorporated into the construction.

"Acceptable Manufacturers" have been listed within the sections to the Specification and Addenda to identify other product manufacturers that make products that are similar in design, appearance and function and are acceptable alternatives to that specified by make and model number.

When an "Acceptable Manufacturer's" product is incorporated into the work, changes in detailing, structure, configuration, etc., that may be required to accommodate the product or other related products shall be made by the Contractor, as required by the Architect, at no additional cost to the Owner.

9. PROCEDURES FOR SUBMITTING PROPOSALS:

Proposals shall be submitted on the Bid Form included in these Specifications including all Required Attachments.

All interested firms are invited to attend a **mandatory pre-proposal meeting and inspection of the project site beginning at 1:00 PM (local time) on Tuesday, May 9, 2023** at SMFR Station No. 15, 2702 East Dry Creek Road, Centennial, Colorado 80122. Attendees shall meet outside at the project site. The site is small, parking may be limited, please plan accordingly.

Any proposal improperly completed or modified in any respect will be subject to rejection. Each Proposal shall specify a price written with ink or typewritten in both words and figures of each of the separate items as required. In case of discrepancy between the written words and the figures, the written words shall govern.

The Bid Form and all Required Attachments together with Proposal Guaranty, shall be submitted electronically to the Owner's Representatives via BidNet Direct prior to **1:00 PM, (local time), Tuesday, June 6, 2023**.

Each proposer shall sign the Bid Form and Proposal Guaranty (Bid Bond) using his usual signature and give his full business address. If the proposer is an individual, he must sign in individual capacity. Proposals by partnerships shall be signed with the partnership name followed by the signature and designation of one of the partners or other authorized representative. Proposals by corporations shall be signed with the name of the corporation followed by the signature and designation of the president or other person authorized to bind the corporation and attested to by the secretary with corporate seal. Proposals by joint ventures shall be signed by each participant in the joint venture or by an authorized agent of each participant. The names of all persons signing should also be typed or printed below the signature. A proposal by a person who affixes to his signature the word "president", "secretary", "agent", or other designation without disclosing their principal may be held to be the proposal of the individual signing. When requested by the Owner, evidence of authority of the person signing shall be furnished.

10. REQUIRED ATTACHMENTS:

The following required attachments are organized into 2 different sections – Minimum Requirements and Proposal Requirements. Please organize your submittal in the order indicated below.

MINIMUM REQUIREMENTS:

The following items are considered minimum requirements. Responding firms must submit proof of possessing these minimum requirements along with their proposal. Failure to meet such Minimum Requirements, including attendance at the mandatory pre-submittal meeting, may result in rejection or disqualification from the process.

- A. CERTIFICATE OF GOOD STANDING
The firm submitting a response to the RFP must possess and provide evidence that it is a properly formed and registered entity in "Good Standing" with the office of the Colorado Secretary of State (Provide current Certificate of Fact of Good Standing - <https://www.sos.state.co.us/>).
- B. MINIMUM INSURANCE REQUIREMENTS
Provide evidence of the firm's ability to obtain and provide the minimum insurance as required by AIA Document A101-2017 Exhibit A. Evidence shall be in the form of specimen copies of firm's insurance certificates. If Contractor will request or require a limitation of professional liability clause, notice must be provided in the Proposal.
- On insurance policies where the Owner is named as an additional insured, the Owner shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
- The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- The Contractor shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to any contract entered into by the Owner by reason of its failure to procure or maintain such insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types. Certificates of Insurance shall provide that the insuring company will not cancel the policy without first providing the Owner with at least thirty (30) days written notice.
- C. PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND
Provide evidence of the firm's ability to obtain Performance and Payment Bond in amount equal to 100% of Contract Sum as required by AIA Document A101-2017 Exhibit A. Evidence of bonding capacity shall be in the form of a letter from the firm's authorized surety. Each proposing firm shall include in its Proposal a sum sufficient to cover the cost of providing a 100% Performance Bond and Labor and Material Payment Bond as specified herein. The selected firm will be required to maintain bonds in effect through the period of the contract for 100% of the total contract amount plus changes in the contract value that result in a net increase in the contract amount.
- D. CONTRACTOR'S QUALIFICATION STATEMENT, AIA DOCUMENT A305
Include a completed AIA Document A305-2020 (latest edition), Contractor's Qualification Statement including all Exhibits A-E. If the proposing firm considers its Financial Statements to be confidential, the firm shall prominently mark the Financial Statements as "Confidential". Financial Statements marked confidential will be reviewed by a limited number of individuals and will be held in confidence. At the conclusion of the selection process, the unsuccessful firms may request that their confidential Financial Statements be destroyed or returned.
- E. EXPERIENCE MODIFICATION RATE (EMR)
Provide the firm's Experience Modification Rate (EMR) for the past three years. If firm's EMR is not known, please provide a summary of job related incidents within the last 5 years.

PROPOSAL REQUIREMENTS

In addition to a completed and signed Proposal Form, the following items are required to be submitted as part of the proposal.

- A. PROPOSAL GUARANTY
Each Proposal must be accompanied by a Proposal Guaranty. The Proposal Guaranty shall be written on AIA A310, Bid Bond Form (Proposal Guarantee), latest Edition, as issued by The

American Institute of Architects. Such Proposal Guaranty shall guarantee that the proposal will not be withdrawn or modified after the time limit set for the receipt of proposals, and, if accepted, that the person, firm, or corporation submitting same shall, execute a contract with the Owner and shall within same time furnish the required bonds and approved sureties called for by these documents.

B. SCHEDULE OF VALUES

Each responding firm must provide a Schedule of Values, organized by CSI division, to support their Bid proposal. Provide an attachment for the Lighting Fixtures and Lighting Controls details required per Sheet E-800 – Lighting Fixture Specific Notes – Item C Bid Pricing Breakout Requirements.

It is the Contractor's responsibility to ensure that all costs are accounted for completion of the Work as identified in the Contract Documents. The construction budget is approximately \$8,000,000.

C. GENERAL CONDITIONS BREAKDOWN

Provide a detailed schedule of General Conditions expenses. General Conditions shall include costs to administer and implement the Work, cost of direct supervision, proportionate cost of project management and other home office personnel not otherwise accounted for in OH&P and labor and materials used in the execution of Work but not part of the final construction.

D. PROPOSED SUBCONTRACTOR LIST

Firm's shall submit a full and complete list of all subcontractors it intends to employ on the work in the event the proposal is accepted.

E. LABOR RATES SCHEDULE

Provide a Labor Rate Schedule with detailed Labor Burden for all employee classifications proposed for this project.

F. EQUIPMENT RATES SCHEDULE

Provide an Equipment Rate Schedule for the proposed project.

G. PROJECT SCHEDULE

It is anticipated permits will be received no later than July 3, 2023. Firms shall provide a critical path method schedule as part of the proposal based on permit being received no later than July 3, 2023. The Owner's substantial completion goal is August 13, 2024.

11. WITHDRAWAL OF PROPOSALS:

Proposals that have been submitted may be withdrawn by any firm who desires to do so, without prejudice to the firm, at any time prior to the proposal submission date.

12. SALES AND USE TAXES:

State Sales and Use Taxes: **This project is exempt from state and county sales and use taxes. The Owner's Tax Identification Numbers will be provided to the awarded Contractor.**

13. METHOD AND CRITERIA FOR AWARD:

Criteria for Evaluating Proposals. Proposals will be evaluated based on:

- (a) The proposer's qualifications, including:

(i) Whether there is a reasonable basis to conclude that the Contractor has enough technical expertise, resources, and experience to complete the project according to the plans and specifications in a good and workmanlike manner.

(ii) Whether there is a reasonable basis to conclude that the Contractor has the financial strength to successfully complete the project and cover any warranty obligations.

(iii) Whether there is a reasonable basis to conclude that the Contractor will likely complete the project within the budget and on schedule.

(iv) Whether there is a reasonable basis to conclude that the Contractor is suitable to work with and has a good professional reputation.

(v) The over-all strength of the Contractor and its perceived ability to perform.

(b) Proposed costs.

(c) Proposed schedule.

(d) Comments to any Contract Documents circulated in connection with this RFP.

(e) Responsiveness to this RFP.

(f) Any other criteria deemed material by the District.

The District may impose a numerical valuation system in order to weigh criteria and rank Proposals.

Procedure for Making Awards. The Proposals are expected to be evaluated by the Owner's Representative and, possibly, District staff, who will make a recommendation to the District's Board of Directors. The District reserves the right to hold multiple rounds of review with a limited group of Proposals. In the event the District Board elects to accept a Proposal, it shall accept in writing the Proposal that, in its estimation, represents the best value to the District.

Proposals shall be binding on the Proposer and may not be withdrawn for a period of 60 days following the submission deadline.

The District reserves the right to act in its best interest and may terminate, modify or suspend the process, reject any or all Proposals, modify the terms and conditions of this RFP and selection process and/or waive informalities of any submission. The District reserves the right to award the project in the manner deemed most beneficial to the District and that provides the greatest overall value.

14. ADDENDA:

Provision for acknowledging receipt of addenda prior to the proposal opening has been provided on the Proposal Form. The proposing firm shall acknowledge receipt of all addenda issued or proposal may not be considered.

15. EXAMINATION OF SITE:

Each proposing firm shall visit the site of the proposed work and shall completely inform itself relative to construction hazards and procedure, labor and all other conditions and factors, local and otherwise, which would affect completion of the work and its cost. Such considerations shall include the availability and cost of labor, and facilities for transportation, handling and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the proposal.

16. WARRANTY:

In addition to all subcontractor, manufacturer or vendor warranties, the Contractor shall provide a two-year warranty on all Work performed on the project. The Contractor shall also serve as the Warranty Administrator for the project. The Warranty Administrator shall be responsible for all aspects of the timely

and effective administration of all warranties, including but not limited to: a) defining a warranty process for claims; b) providing a warranty claim form for the Owner's use; c) receiving all warranty claims from the Owner; d) identifying and contacting the individuals(s) or entity(ies) issuing the warranty under which the claim is being made; e) arranging for all warranty work; f) administering all documents necessary and appropriate for the proper and timely processing of each warranty claim; g) completing review on a periodic basis of a status log of all warranty claims; and h) initiation and completion of 11 and 23 month warranty walks. This obligation shall be expressly stated in the contract between the successful Contractor and the Owner.

17. UNSUCCESSFUL PROPSERS:

No stipend or reimbursement of costs shall be paid to any participating entities responding to the request for proposals whose proposals are not selected for award. All persons or firms submitting a proposal shall agree that such rejection shall be without liability on the part of the Owner for any damage or claim brought by any person or firm because of such rejections, nor shall the persons or firms submitting a proposal seek any recourse of any kind against the Owner because of such rejections.

(END OF SECTION 00100)

SECTION 00200 - INFORMATION FOR PROPOSERS

1. Geotechnical Study, prepared by Cesare, Inc. dba CMT Technical Services - Colorado , dated December 29, 2022. Provided in Project Manual.
2. Pre-Demolition Asbestos Inspection/Testing Report, prepared by W.E Anderson Environmental Consulting, dated October 19, 2022. Provided in Project Manual.

(END OF SECTION 00200)

SECTION 00300 - BID FORM

BID FORM

South Metro Fire Rescue Fire Protection District
Station No. 15 Replacement

TO: South Metro Fire Rescue Fire Protection District
9195 East Mineral Avenue
Centennial, CO 80112

FROM: _____

PROJECT IDENTIFICATION:

South Metro Fire Rescue - Station No. 15 Replacement
2702 East Dry Creek Road
Centennial, Colorado 80122

ACKNOWLEDGMENTS:

The undersigned proposer acknowledges examination of the following:

- a) Contract Documents
 - South Metro Fire Rescue Station No. 15 – Bid Set, prepared by OZ Architecture, dated May 4, 2023.
 - South Metro Fire Rescue Station No. 15 – Bid Set Project Manual Division 01-33, prepared by OZ Architecture, dated May 4, 2023.
 - AIA Document A101-2017 – Standard Form of Agreement Between Owner and Contractor where the basis of payment is Stipulated Sum
 - Attachment 1 to AIA Document A101-2017
 - AIA Document A101-2017 Exhibit A – Insurance and Bonds
 - AIA Document A201-2017 – General Conditions of the Contract for Construction
- b) Project Site/Existing Conditions
- c) Receipt of Addenda Numbers: _____, _____, _____, _____, _____,

AGREEMENTS: The undersigned proposer agrees to the following:

- a) To hold bid open for 60 calendar days from date of bid opening.
- b) To accept provisions of the Instructions to Proposers regarding disposition of the Proposal Guarantee (Bid Bond).
- c) To enter into and execute the Contract within five (5) calendar days of award, if awarded on the basis of this proposal, including identified Bonds and proof of insurance. If the Contractor fails to sign and return the Contract by the deadline, the Owner, may in its sole discretion (i) enter into negotiations and sign a contract with any other firm who submitted a timely proposal, (ii) issue a new Request for Proposal and begin the process again, or (iii) modify, postpone or terminate the project.
- d) To accomplish the Work in accordance with the Contract Documents.
- e) Owner reserves the right to reject any or all proposals and to waive informalities.

- f) Owner reserves the right to award the Contract in the manner deemed most beneficial to the Owner and that provides the greatest overall value, this includes but is not limited to cost, schedule and/or information contained within the Required Attachments.
- g) The Contractor agrees to pay Owner Liquidated Damages according to the terms, amount(s) and date(s) defined in the Contract.
- h) To reinstate or omit Alternates at the amounts submitted herein for ten (10) days after Contract Date.

TOTAL COST:

_____ Dollars (\$ _____)

ALTERNATE #1 (DEDUCT):

_____ Dollars (\$ _____)

ALTERNATE #2 (ADD):

_____ Dollars (\$ _____)

Method of adjustment of the Contractor's Fee for changes in the Work (AIA A201-2017, Section 7.2.5.1):

_____ Percent (_____ %)

Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work (AIA A201-2017, Section 7.2.5.2):

_____ Percent (_____ %)

SCHEDULE:

- a) The undersigned Bidder agrees to complete the project, including Alternates on or before the following date:

_____.

REQUIRED ATTACHMENTS:

MINIMUM REQUIREMENTS

- a) Certificate of Good Standing
- b) Specimen copies of Insurance Certificates
- c) Evidence of Bonding Capacity
- d) Contractor's Qualification Statement, AIA Document A305-2020 including Exhibits A-E
- e) Description of Claims, Lawsuits, Legal Action
- f) Experience Modification Rating (EMR)

PROPOSAL REQUIREMENTS

- a) Proposal Guarantee (Bid Bond)
- b) Schedule of Values Including attachment for the Lighting Fixtures and Lighting Controls
- c) General Conditions Breakdown

- d) Subcontractor List
- e) Labor Rates Schedule
- f) Equipment Rates Schedule
- g) Project Schedule

(SIGNATURE PAGE FOLLOWS)

Dated this _____ day of _____, 2023

ATTEST: Secretary

The Proposer:

Company Name

Address

Phone

By

(Type/print name here)

By

(Type/print name here)

SIGNATURES: If the Proposal is being submitted by a Corporation, the Proposal should be signed by an officer, i.e., President or Vice President. The signature of the officer signing shall be attested to by the Secretary and properly sealed.

If the Proposal is being submitted by an individual or a partnership, the Proposal shall so indicate and be properly signed and attested by a notary.

(END OF SECTION 00300)

SECTION 00400 – LIST OF UNIT PRICES & ALTERNATES

UNIT PRICES

None.

BID ALTERNATES

1. (Deduct) Provide alternate deductive pricing to omit custom bed frames as shown on Sheet A-551, Detail 4 – Dorm Bed Frame Details.
2. (Add) Provide alternate additive pricing to provide and install a lightning protection system with an underwriters laboratories listed master C label. Refer to performance specification section 26 4113 for system requirements and Sheet E-000 – Lightning Protection System Notes.

(END OF SECTION 00400)

SECTION 00500 - AGREEMENT FORMS

FORM OF AGREEMENT

1. FORM TO BE USED

Contracts for Construction will be prepared by the Owner using the “The Standard Form of Agreement Between Owner and Contractor” AIA Document A101, 2017 Edition as issued by The American Institute of Architects and amended by Owner, including Attachment 1 to AIA Document A101-2017, AIA Document A101-2017 Exhibit A “Insurance and Bonds”, and the “General Conditions of the Contract for Construction” AIA Document A201, 2017 Edition as issued by The American Institute of Architects and amended by Owner (See Section 00700 below).

2. COPIES AVAILABLE

Electronic copies of which are provided herein.

3. GENERAL

Questions, comments, or concerns with regard to the contract terms and conditions must be submitted as a written request for an interpretation. **Every request for interpretation shall be in writing, addressed to the Owner’s Representative and submitted via BidNet Direct. To be given consideration, requests must be received before 3:00 PM (local time) on Tuesday, May 23, 2023.**

Absent any such request, the Owner will assume contractor’s full acceptance of the contract terms and conditions. Post-award comments to the Contract Documents not provided as a request for interpretation by the date and time listed above shall not be considered. Exceptions requested, or alternative language suggested, will be treated as a “counter-offer.” The willingness and/or ability of the Owner to accept or negotiate such suggested changes will be considered on a case-by-case basis. Contractors please note, if you do offer suggested modifications, the decision to reject, accept, or further negotiate requested changes will be at the Owner’s discretion. If your firm normally seeks legal review of contract term, this process should occur prior to submission of your proposal.

The Owner’s selection of a Contractor is expressly conditioned on the Owner and the Contractor entering into the form of Agreement referenced above. Among other terms and conditions, the Agreement will contain a delay damages clause in an amount of \$1,000.00 for every day completion of the Project extends beyond the project completion date established by the Owner and the Contractor, except for reasons of force majeure. The Contractor will work with Owner to establish milestone completion dates and the delayed damages clause will apply to those agreed upon dates. If for any reason the parties have not fully executed a mutually acceptable Agreement within 20 days of the Owner conditionally selecting the Contractor, the Owner may, at its option, commence contract negotiations with one or more of the other Contractors who submitted Proposals in response to this RFP, without the necessity of issuing a new Request for Proposal for this Project. The Owner also has the right to terminate the process, modify the process and/or commence a new process for selecting a Contractor.

(END OF SECTION 00500)

SECTION 00600 – BONDS/PROPOSAL GUARANTEE

1. FORMS TO BE USED

- A. Both the Performance Bond and the Payment Bond shall be written on AIA A312 Performance Bond and AIA A312 Payment Bond Forms, latest Edition as issued by The American Institute of Architects. Dates of bonds shall coincide with the date of the Contract between the Owner and the Contractor. Substitute forms may not be used.
- B. The Proposal Guaranty shall be written on AIA A310, Bid Bond Form, latest Edition, as issued by The American Institute of Architects executed as outlined in the Instructions to Proposers.

2. COPIES AVAILABLE

Electronic copies available upon request.

3. GENERAL

Contractor shall furnish a Performance Bond and a Payment Bond, each in the amount of 100% of the Contract Sum, as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These Bonds shall remain in effect, at least, until two years after the date of Final Settlement Payment. Contractor shall also furnish such other Bonds as are required by the Special Conditions (if any). All Bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (i) are licensed to conduct business in the State of Colorado, and (ii) are named in the current list of companies holding certificates of authority as acceptable sureties on federal Bonds, and as acceptable reinsuring companies as published in Circular 570 (amended) by the Audit Staff, Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the Authority to Act. If the Surety on any Bond furnished by the Contractor is declared bankrupt, or becomes insolvent, or its right to do business in Colorado is terminated, or it ceases to meet the requirements of clauses (i) and (ii) of this section, the Contractor shall within five (5) business days thereafter, substitute another bond and surety, both of which shall be acceptable to the Owner. The Contractor shall submit directly to the Owner, one copy of said Bonds. The Contractor shall include the cost of said bonds in its proposal.

If notice of any change affecting the general scope of the work, or change in the Contract Sum is required by the provisions of any Bond to be given to the Surety, it will be the Contractor's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. Contractor shall furnish proof of such adjustment to the Owner.

(END OF SECTION 00600)

SECTION 00700 - GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION

1. FORM TO BE USED

The “General Conditions of the Contract for Construction” AIA Document A201, 2017 Edition, as issued by The American Institute of Architects and amended by the Owner shall be used on this Project.

2. COPIES AVAILABLE

Electronic copies of which are provided herein.

(END OF SECTION 00700)

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 2023
(In words, indicate day, month and year.)

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

South Metro Fire Rescue Fire Protection District
9195 East Mineral Avenue
Centennial, CO 80112

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

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

South Metro Fire Rescue Station No. 15 Replacement
2702 East Dry Creek Road
Centennial, CO 80122

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

Oz Architecture, Inc.
3003 Larimer Street
Denver, CO 80205

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

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.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS**
- 2 THE WORK OF THIS CONTRACT**
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 4 CONTRACT SUM**
- 5 PAYMENTS**
- 6 DISPUTE RESOLUTION**
- 7 TERMINATION OR SUSPENSION**
- 8 MISCELLANEOUS PROVISIONS**
- 9 ENUMERATION OF CONTRACT DOCUMENTS**

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.

ARTICLE 2 THE WORK OF THIS CONTRACT

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.)

Init.

[] 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:

Portion of Work	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	Price
------	-------

§ 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.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

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

Item	Price
------	-------

§ 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	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

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

Reference Attachment 1 to AIA Document A101-2017 Standard Form of Agreement Between Owner and Contractor.

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

N/A

Init.

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 10th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 10th day of the following 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 forty-five (45) 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:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .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:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the 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.)

Init.

Five Percent (5%); Reference Attachment 1 to AIA Document A101-2017 Standard Form of Agreement Between Owner and Contractor

§ 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.)

Insurance and Bonds as required by AIA Document A101-2017 Exhibit A

§ 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.)

No reduction.

§ 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.)

Reference Attachment 1 to AIA Document A101-2017 Standard Form of Agreement Between Owner and Contractor.

§ 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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct 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:

Final payment, constituting the entire unpaid balance of the contract sum, shall be made by the Owner to the Contractor when all requirements as identified in Section 9.10 of AIA Document A201-2017 have been completed and pursuant to Attachment 1 to AIA Document A101-2017 Standard Form of Agreement Between Owner and Contractor

§ 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.)

4 % annum

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.

§ 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.)

None.

§ 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)

§ 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 A101™-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 A101™-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 E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

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

N/A

§ 8.7 Other provisions:

Reference Attachment 1 to AIA Document A101-2017 Standard Form of Agreement Between Owner and Contractor.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

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

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

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

Not used in this Agreement.

The Sustainability Plan:

Title	Date	Pages
N/A	N/A	N/A

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Attachment 1 to AIA Document A101-2017 Standard Form of Agreement Between Owner and Contractor.

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)

Init.

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User Notes:

(1800681545)

**ATTACHMENT 1 TO AIA DOCUMENT A101-2017
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR**

The following Attachment modifies the AIA Document A101-2017, Standard Form of Agreement between Owner and Contractor, and any Exhibits attached thereto (collectively, the "Agreement"). Where a portion of the Contract is modified or deleted by this Attachment, the unaltered portions of the Contract shall remain in effect.

The terms used in this Attachment have the meanings stated or as specifically defined in the Contract. Additional terms used herein have the meanings stated below, which are applicable to both the singular and plural thereof.

In the event any provision herein conflicts or creates an ambiguity with a provision of any other Contract Document, then the provisions of this Attachment shall govern and control such conflicting or ambiguous provision, subject to any subsequent Modification.

The following provisions are incorporated into § 8.7 of the Agreement:

8.7.A-1 Final Completion. The Contractor shall achieve Final Completion of the Work not later than thirty (30) days from the date of Substantial Completion. The Work shall be deemed to have achieved "Final Completion" as of the date that the Contractor submits both (i) a notice that the Work is ready for final inspection and acceptance and (ii) a final Application for Payment. In the event that the Owner rejects either of such documents, then the date of Final Completion shall be the date that the Contractor has submitted both documents in (subsequently) approved form.

8.7.A-2 Retainage. In accordance with Section 24-91-103, C.R.S., the amount of the retainage in all instances shall be five percent (5%). Notwithstanding any other provision contained in the Contract Documents to the contrary, such retainage of the Contract Sum shall be held by the Owner until the Project is completed and finally accepted by the Owner in accordance with the provisions hereof. The Owner shall pay the full amount of such retainage to the Contractor within sixty (60) days of Final Completion and acceptance, except to the extent of any claims filed pursuant to Section 38-26-107, C.R.S. Any release of retainage to the Contractor or a Consultant, Contractor, or subcontractor prior to final payment shall, among other matters, require written approval from the surety furnishing bonds pursuant to and under the terms of this Contract.

8.7.A-3 Final Payment. § 5.2 of the Agreement is deleted in its entirety. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor in accordance with Section 38-26-107, C.R.S. Accordingly, the Owner shall cause Notice of Final Payment to be delivered to the Owner's legal newspaper within ten (10) days of acceptance of the Contractor's (i) notice that the Work is ready for final inspection and acceptance and (ii) final Application for Payment. Owner shall cause final payment to be made within ten (10) days after second publication of such Notice, subject to any verified claims or actions. Final payment shall proceed as follows:

Owner shall set the date and time for final settlement and advertise the same by two publications of notice thereof, the last publication appearing at least ten (10) days prior to the time of final settlement. Final payment and settlement will be made on the date of final settlement as advertised, or as soon thereafter as practicable. If any claim for unpaid labor, materials, supplies or equipment is filed with the Owner by a subcontractor or supplier before payment in full of all sums due to the Contractor, the Owner shall withhold from the Contractor an amount equal to 150% of said claim unless otherwise secured to ensure the payment of such claim, until the same shall have been paid or withdrawn, such payment or withdrawal to be evidenced by filing with the Owner a receipt in full or an order for withdrawal signed by the claimant or its duly authorized agent or assignee. However, as provided by statute, such funds shall not be withheld longer than ninety (90) days following the date fixed for final settlement with the Contractor as set forth in the published notice, unless a legal action has been commenced within that time to enforce such claim and a notice of *lis pendens* has been filed with the Owner. At the expiration of such ninety (90) day period, the Owner shall pay the Contractor all funds due under the Contract Documents that are not subject to such action and shall retain thereafter, subject to the final outcome thereof, only sufficient funds to ensure the payment of such judgment as may result from such action. If any claim of a subcontractor or supplier for labor, materials, supplies or equipment remains unsatisfied after all payments are made by the Owner to the Contractor, the Contractor shall refund to the Owner all sums which the latter may for any reason be legally compelled to pay to satisfy such claim, including all costs and attorney's fees incurred by the Owner as a result of the Contractor's failure to pay.

8.7.A-4 Binding Dispute Resolution. Any mediation or arbitration provision in the Contract Documents shall be optional and subject to the mutual agreement of the Owner and the Contractor, each in its sole discretion. Compliance with any mediation or arbitration procedure shall not be a pre-requisite to seeking any lawful remedy.

8.7.A-5 Termination or Suspension. Owner may terminate the Contract for Owner's convenience in accordance with Article 14 of AIA Document A201-2017. There shall be no separate termination fee for Owner's termination for convenience and Contractor waives all claims for damages, including loss of anticipated overhead recovery or profits, on account of such termination. The payments provided for under Article 14 of the General Conditions shall be the Contractor's sole rights and remedy in the event of termination for convenience. Provisions of the Contract Documents that by their nature survive final acceptance of the Work shall remain in full force and effect after such termination to the extent therein provided.

8.7.A-6 Appropriations. The Owner represents that it has appropriated money equal to or in excess of the Contract Sum for the Work.

8.7.A-7 Confidential Information. Contractor understands and acknowledges that the Owner, as a local governmental entity, is subject to the Colorado Public Records Laws, Section 24, Article 72, C.R.S., including, but not limited to Part 2 of such laws known as the Colorado Open Records Act ("CORA"), and all documents in the Owner's possession, including but not limited to any Instruments of Service, are potentially subject to disclosure under CORA. Owner

shall have no liability for the release of such information it reasonably determines that it is required to release pursuant to CORA.

8.7.A-8 Liquidated Damages. If Contractor fails to perform the Work and complete the Project by the Contract Time, Contractor shall pay to Owner as liquidated damages (and not as a penalty) for ordinary and general damages and inconvenience (exclusive of any special damages such as, by way of example and not limitation, any liabilities to third parties) the sum of:

Late Substantial Completion:	\$1000 per day
Late Final Completion:	\$500 per day

These liquidated damages are based upon Owner's evaluation of its likely losses in the event the Contract Time are not met. The liquidated damages herein established are agreed to by Contractor after full discussion of the implication of this Section. The failure to perform the Work and complete the Project by the Contract Time will cause significant damage to Owner. Owner and Contractor agree that such actual damages caused by Contractor's failure to meet the Contract Time would reasonably likely include, without limitation, the costs for additional construction management and other Owner representative/employee time; the costs for third-party consultants' time; inefficiency and inconvenience damages to Owner's operations; damages to Owner's reputation with third-parties (including governmental entities with regulatory jurisdiction over Owner), as well as other potential actual damages to Owner reasonably associated with the subject matter of this Agreement. Contractor acknowledges that the liquidated damages established herein are a reasonable pre-estimate of the detriment Owner will suffer in the event Contractor fails to perform the Work and complete the Project by the Contract Time and, after a full discussion of the implications of this section, further acknowledges that the above estimates are reasonable of presumed actual damages given it would be impractical and difficult to precisely ascertain the actual damages that Owner might suffer by reason of Contractor's failure to perform the Work and complete the Project by the Contract Time. The liquidated damages established herein are intended to be and are cumulative and shall be in addition to any other remedy enforceable at law under this Agreement. Liquidated damages do not include any sums of money to reimburse Owner for extra costs which Owner may become obligated to pay on other contracts that are delayed or extended because of Contractor's failure to perform the Work and complete the Project by the Contract Time. Should Owner incur such other additional costs because of delays or extensions to other contracts resulting from Contractor's unexcused failure or delay in performance, Owner will assess any such extra costs against Contractor in addition to the liquidated damages provided for herein.

8.7.A.-10 Performance, Payment and Warranty Bond. Prior to commencement of performance, Contractor shall provide to Owner a general performance, payment and warranty bond executed by Contractor and an acceptable corporate surety, or collateral approved by Owner, in the full amount of the Contract Sum, including provisions for any adjustment of the Contract Sum in accordance with the terms of this Agreement. Such bond shall expressly guarantee: (i) faithful performance of this Agreement and completion of the Project in complete compliance with the Contract Documents; (ii) repair and replacement, if required, or payment of the costs of all defective equipment, materials and work performed on the Project or as provided under any

warranty, guarantee or other Contract Document for the full warranty and guarantee period; and (iii) payment to all persons performing labor and furnishing materials, supplies, tools and equipment in connection with the Project. Contractor shall obtain such bond on Owner's behalf separate and apart from any similar bond or surety or warranty agreement entered into independently between Owner and any manufacturer or supplier. Owner may, in its discretion, require that the bond guaranteeing payment to all persons performing labor and furnishing materials, supplies, tools and equipment in connection with the Project be separate from the bond guaranteeing performance and warranting the work. Notwithstanding anything contained within the bonds to the contrary, such bonds are required, in part, by and shall comply with the minimum requirements of Section 38-26-106, C.R.S.

8.7.A.-11 No Waiver of Governmental Immunity. Owner is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, defenses and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S., as from time to time amended, or otherwise available to the Owner or its officers or employees.

8.7.A.-12 Counterparts, Electronic Signatures and Electronic Records. The Agreement, and any of the Contract Documents, may be executed in multiple counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, Section 24-71.3-101, *et seq.*, C.R.S.

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General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

South Metro Fire Rescue Station No. 15 Replacement
2702 East Dry Creek Road
Centennial, CO 80122

THE OWNER:

(Name, legal status and address)

South Metro Fire Rescue Fire Protection District
9195 East Mineral Avenue
Centennial, CO 80112

THE ARCHITECT:

(Name, legal status and address)

Oz Architecture, Inc.
3003 Larimer Street
Denver, CO 80205

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ADDITIONS AND DELETIONS:

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

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

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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, except to the extent that a Subcontractor or Sub-subcontractor shall be contractually obligated for the warranties described in paragraph 3.5 and shall warrant to the Owner that all materials and equipment furnished under this Contract will be new, unless otherwise specified; that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents, (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 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 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.

§ 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.

§ 1.2.2 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. Such organization of the Specifications and arrangement of Drawings shall not operate to make the Architect an arbiter to establish subcontract limits between Contractor and Subcontractors. Such separations are not intended to relieve the Contractor from its responsibility for the Work in its entirety. It is specifically intended that the Contractor be responsible for the entire Work as covered by its Contract with the Owner.

§ 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.

§ 1.2.4 In any event, if any error or disagreement in the Drawings and Specifications exist, or appear to exist, the Contractor shall not avail itself of such manifestly unintentional error or omissions, but must have same explained or adjusted by the Architect before proceeding with the Work in question. In the event of the Contractor's failure to give written notice, it shall, at its own expense, make good any damage to or defect in this Work caused by such omission.

Where a conflict occurs between or within standards, Specifications, and Drawings, the more stringent or higher quality requirements shall apply, as judged by the Architect. The precedence of the Construction Documents is in the following sequence:

- .1 Modifications.
- .2 Agreement.
- .3 Addenda, with those of later date having precedence over those of earlier date.
- .4 Supplementary Conditions.
- .5 General Conditions of the Contract for Construction.
- .6 Division 1 of the Specifications.
- .7 Drawings and Divisions 2–49 of the Specifications.
- .8 Other documents specifically enumerated in the Agreement as part of the Contract Documents.

In the case of conflicts or discrepancies between the Drawings and Divisions 2–49 of the Specifications and not clarified by Addendum, the better quality or greater quantity of Work shall be provided.

§ 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 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.

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§ 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, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and 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 certified or registered mail, or by courier providing proof of delivery.

§ 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 use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data. Not used in this 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 E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–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. Not used in this Agreement.

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 Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

(Paragraph deleted)

§ 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.

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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.

§ 2.2.5 The issuance of any change order, as defined in Section 24-101-301(2), C.R.S., or other form of order or directive by the Owner requiring additional compensable work to be performed, which work causes the aggregate amount payable under the Contract to exceed the amount appropriated for the original Contract, is prohibited unless the Contractor is given written assurance by the Owner that lawful appropriations have been made by the Owner to cover the costs of the additional work and that the appropriations are available prior to performance of such additional work or unless such work is covered under a remedy-granting provision in the Contract.

§ 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 purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Owner observes a substantial violation of Sections 10.2.1 through 10.2.4 or Section 10.2.7, or 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.

§ 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 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

§ 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. For purposes of this Agreement, related General Conditions and forth coming Contract Documents, the term "Construction Manager" shall be synonymous with "Contractor."

§ 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.

§ 3.2 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, 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.

§ 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

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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.

§ 3.3 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, 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, 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

§ 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 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 by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 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 Non-discrimination Clause: The Contractor agrees to comply with the provisions of 24-34-401 through 24-34-406 of Colorado Revised Statutes relating to employment practices. The Contractor particularly agrees to comply with the provisions governing "Unfair Employment Practices," as therein set forth and to insert this nondiscrimination clause, and require compliance therewith, in all subcontracts hereunder.

§ 3.4.5 Contractor shall abide by all applicable Owner policies and procedures, including without limitation those related to the prohibited use and/or possession of alcohol, tobacco or firearms on Owner property. The Contractor shall strictly enforce this prohibition among its own employees, agents or subcontractors and their employees, agents or subcontractors. Contractor agents and employees who violate these prohibitions may be denied access to the Project site. Violation of this provision shall also constitute sufficient grounds for termination of the Contract or any subcontract, with damages or penalty to the Owner.

§ 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

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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.

§ 3.5.3 For the purposes of this agreement, the warranty period shall be two-years from the date of substantial completion.

The Contractor shall and hereby does warrant, and shall require that any and all Subcontractors and Sub-subcontractors shall warrant to Owner that all Work executed under this Contract will be free from defects of materials and workmanship for the entire warranty period as entered in the agreement. This warranty is a remedy available to the Owner in addition to claims the Owner may have arising out of Work or materials found to be non-conforming, out of specification or otherwise in breach of this Contract no matter when discovered. Contractor further agrees and shall require any and all Sub-contractors, Sub-subcontractors, further agree that they will, at their own expense, repair and replace all such defective Work and all other Work damaged thereby which become defective during the term of the warranty. Whenever guarantees or warranties are required by the Specifications for a longer period than the warranty as entered in the agreement, such period shall govern. Owner shall have the full benefit of longer warranties provided by particular Contractors, Subcontractors or other suppliers.

Upon discovery of any warranty defect or defects, the Owner shall give written notice thereof to the Contractor. If within ten (10) calendar days after the receipt of such written notice by the Owner to the Contractor, or its agent, requesting such repairs or replacement, the Contractor shall neglect to make or undertake with due diligence to make the same, the Owner may make such repairs at the Contractor's expense; provided, however, that in the case of emergency where in the judgment of the Owner, delay would cause certain loss or damage, repairs or replacement may be made without notice being sent to the Contractor, and the Contractor shall pay the reasonable cost thereof.

§ 3.5.4 The Contractor shall also serve as the Warranty Administrator for the project. The Warranty Administrator shall be responsible for all aspects of the timely and effective administration of all warranties, including but not limited to: a) defining a warranty process for claims; b) providing a warranty claim form for the Owner's use; c) receiving all warranty claims from the Owner; d) identifying and contacting the individuals(s) or entity(ies) issuing the warranty under which the claim is being made; e) arranging for all warranty work; f) administering all documents necessary and appropriate for the proper and timely processing of each warranty claim; g) completing review on a periodic basis of a status log of all warranty claims; and h) initiation and completion of 11 and 23 month warranty walks.

§ 3.6 Taxes

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.

§ 3.6.1 The Owner is exempt from payment of sales and use taxes of the State of Colorado and of municipalities and counties thereof on all materials to be incorporated into the Work.

- .1 The Owner will, upon request, furnish the required certificates of tax exemption to the Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
- .2 The Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by the Contractor, or to supplies or materials not incorporated into the Work.
- .3 The Owner will not reimburse the Contractor for any sales or use taxes paid to the State or any county or municipality from which Owner or the Project are exempt.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure, and will be reimbursed at cost with no markup, the building permit as well as as well as for other permits, fees, licenses, and inspections by

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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 The Architect will apply to the City of Centennial, for the plan review and Building Permit, and distribute the permit to the Owner and Contractor. The Owner shall pay for the plan review and Building Permit, and the inspections normally provided by the City.

The following fees shall be paid for by the Owner if applicable to the Work:

1. Water plant investment fee and water tap fee.
2. Sewer plant investment fee, sewer reimbursement charge, and sewer tap fee.
3. Bringing permanent electrical service to the transformer including transformer pad.
4. Street over-sizing fee.
5. Storm drainage fee.
6. Gas tap fees.

The Contractor shall pay for all other required inspections, permits, licenses, and fees, including but not limited to State Electrical Board and State Plumbing Board Permits. The Contractor shall be responsible to make calls and arrange for all inspections required by all applicable authorities having jurisdiction over the Project.

Assessments against the property are the obligation of the Owner and will be paid by the Owner as necessary to assure issuance of permits specified above. This includes sewer and water charges for capital improvements and line extensions, including plant investment fees and connection charges based on the cost of mains serving the site.

§ 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.

(Paragraph deleted)

§ 3.7.3 If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, ordinances, building codes, and regulations in any respect, the Contractor shall promptly notify the Architect in writing, and any necessary changes shall be accomplished by appropriate modification.

§ 3.7.3.1 If the Contractor performs any Work knowing it to be contrary to laws, ordinances, rules, and regulations applicable to the Project, regardless of whether such Work is in accordance with Contract Documents, and without notice to the Architect that the Contract Documents are at variance with such laws, ordinances, rules, or regulations, then the Contractor shall assume full responsibility therefor and shall bear all costs attributable thereto. Laws, ordinances, rules, and regulations applicable to the Project shall take full and complete precedence over anything contained in the Contract Documents, except where the Contract Documents require Work or materials of higher standards than those required by such laws, ordinances, rules, and regulations, in which case the Contract Documents shall govern.

§ 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 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 that an equitable adjustment 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

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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
- 3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly 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.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent 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. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect 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 to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.9.4 The Owner reserves the right to revoke its acceptance of the superintendent at any time on the basis of a reasonable objection. Upon such revocation, the Contractor shall submit an acceptable replacement for the rejected superintendent. No acceptance by the Owner of any superintendent, whether initially or as a replacement, shall constitute a waiver of any right of the Owner to reject defective Work.

§ 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 provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.1.1 The Contractor's Schedule shall be a Critical Path Method (CPM) schedule prepared to show data for the entire construction project. The Contractor's Schedule shall contain each of the following elements:

1. Clearly indicate Early Start, Late Start, Early Finish, Late Finish and Total duration for each task.
2. Clearly identify those tasks that are on the Critical Path.
3. Indicate Project Start, Substantial Completion & Final Acceptance dates as Milestones.
4. Indicate sufficient other Milestones to easily track overall Contractor's adherence to schedule.
5. Indicate dates for Contract Closeout Procedures, Product Demonstrations/Trainings, Owner's move-in

and Owner's Occupancy.

6. Each revision of the Contractor's Schedule shall be submitted to the Architect and Owner.

§ 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 be unreasonably delayed or withheld. 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 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.

§ 3.10.4 The Contractor shall, in addition to the Contractor's Schedule, provide and maintain a Time Schedule Progress Report (short interval schedule) at appropriate intervals as required by the conditions of the Work and Project as determined necessary by the Owner or Architect. The Time Schedule Progress Report shall be a Gantt or horizontal bar chart schedule containing the following elements:

1. Detail listing of each significant activity indicated in the Contractor's Schedule.
2. Provide a continuous vertical line to identify the first Working day of each week.
3. Break single tasks that exceed one-week in duration into multiple tasks differentiated by floor level, building zone, grid lines, phases of the capital work, or other identifiable locations within the project.
4. Use the same breakdown of units of Work as indicated in the Contractor's Schedule.

§ 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, 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 by the Architect or, in the absence of an approved 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 by the Architect.

§ 3.12.8 The Work shall be in accordance with approved 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 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 to the specific deviation as a minor change in the Work, or (2) a 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 thereof.

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

§ 3.12.10 The Contractor shall not be required 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 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 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, 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 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.

§ 3.13 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.

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§ 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.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall at all times keep the Work and premises clean and free from accumulations of waste materials or rubbish, caused by its employees or completion of Work by its subcontractors, to the satisfaction of the Owner and Architect. The Contractor shall designate trash and debris areas where all building debris shall be put daily (these areas to be cleaned weekly). The Work shall be reasonably cleaned daily. At the completion of the Work, the Contractor shall remove all its rubbish from and about the project location and all tools, equipment, and surplus materials. The Contractor shall do the following special cleaning for all trades at completion of Work: clean all glass (interior & exterior) & mirrors, woodwork, interior and exterior of all casework, painted and decorated Work, hardware, tile, fixtures, floors, windows, metal surfaces, and otherwise shall leave the Work thoroughly and completely clean.

§ 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

(Paragraph deleted)

§ 3.18.1 Contractor agrees to indemnify, defend, and hold harmless the Owner and its officers, directors, employees, agents, engineers/architects and attorneys from all costs, claims, damages, judgments, losses, liability and expenses of every nature, including reasonable attorneys' fees, arising at any time from any act or omission of the Contractor, its agents, representatives, subcontractors, or suppliers. Contractor shall upon request of the Owner promptly assume the defense, with defense counsel of Owner's choice and at Contractor's sole expense, of any claim, action, proceeding or suit that is brought against the Owner arising from any act or omission of the Contractor, its agents, representatives, subcontractors, or suppliers. If other persons and/or entities, excluding the Owner and its officers, directors, employees, agents, engineers, architects, and attorneys, at fault exist, Contractor agrees to work in good faith with such persons and/or entities in determining how the Owner's defense costs shall be covered, but under no circumstances shall the Owner be responsible for those costs. Contractor further agrees that, to the extent applicable, indemnification shall only be to the extent and for an amount represented by the degree or percentage of negligence or fault attributable to the Contractor or its agents, representatives, subcontractors, or suppliers. The extent of the Contractor's obligation to indemnify the Owner and its officers, directors, employees, agents, engineers/architects and attorneys may be determined only after the Contractor's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement of the Parties. Contractor's obligations under this Section shall be to the fullest extent permitted by law and shall survive termination or expiration of this Agreement. **Notwithstanding any other provision contained in this Agreement, the Owner does not agree to defend, indemnify, or hold harmless the Contractor or waive or limit its rights and/or claims in any respect regarding the Contractor's liability (either by type of liability or amount).** Owner is relying on and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, defenses and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 *et seq.*, C.R.S., as from

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time to time amended, or otherwise available to the Owner or its officers or employees. Nothing in this Section shall be construed to require any indemnification that would make this provision void or unenforceable or to eliminate or reduce the indemnification or rights which the Owner has by law.

§ 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.

§ 3.18.3 To the extent any provision in the Contract Documents provides for the Owner's indemnification of the Contractor or any other party, such provision is hereby severed from the text within which it is located and deleted. Owner does not agree to indemnify any person or entity.

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.

§ 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.

§ 4.2 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 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.

§ 4.2.3 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 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) 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.

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§ 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 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. 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 of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 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 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 Sub-subcontractor.

§ 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 the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect 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 to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 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.

§ 5.2.5 The Owner reserves the right to revoke its acceptance of any Subcontractor at any time on the basis of a reasonable objection. Upon such revocation, the Contractor shall submit an acceptable replacement for the rejected Subcontractor. No acceptance by the Owner of any Subcontractor, whether initially or as a replacement, shall constitute a waiver of any right of the Owner to reject defective Work.

§ 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 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 to their respective proposed Sub-subcontractors. Without limiting the generality of this Section 5.3, the Contractor shall be responsible and held liable for any bonding, insurance, warranties, indemnities, progress payments and completion of performance of or to such Subcontractors. Upon receipt of progress and final payments from the Owner, the Contractor shall disburse the same immediately to Subcontractors without any requirement of the Owner to supervise the same.

§ 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

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- .1 assignment is effective only after termination of the Contract by the Owner pursuant to Section 14.2 or Section 14.4 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 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 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.

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 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.

§ 7.2.2 A fully executed Change Order represents full and final settlement for all costs (including all impact costs) and time relating to the work included in the change order.

The following language shall be typed on the face of the Change Order:

THIS CHANGE ORDER CONSTITUTES FULL AND FINAL SETTLEMENT FOR ALL COSTS AND TIME ASSOCIATED WITH THE WORK DESCRIBED HEREIN. COSTS ARE DEFINED TO INCLUDE ALL DIRECT AND INDIRECT LABOR COSTS RELATED TO, AND/OR OCCASIONED BY THE WORK DESCRIBED HEREIN; ALL MATERIAL AND EQUIPMENT COSTS RELATED HERETO; ANY AND ALL IMPACT COSTS RELATED TO AND/OR OCCASIONED BY THE PERFORMANCE OF THIS WORK; AS WELL AS ALL APPLICABLE TAXES, INSURANCE, BONDS, AND PROFIT. ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN IN FULL FORCE AND EFFECT.

§ 7.2.3 The Contract Documents are subject to Section 24-91-103.6, C.R.S., and in accordance therewith:

- .1 The Owner shall not issue any Change Order or other directive (other than a clarification) requiring additional compensable Work to be performed that will cause the aggregate amount payable under the Agreement to exceed the amount appropriated for the original Contract Sum and any subsequent appropriations, unless:

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A. The Contractor is given written assurance by the Owner that lawful appropriations to cover the costs of the additional Work have been made and are available prior to performance of the additional Work; or

B. The additional Work is covered by the following remedy-granting provision: Contractor may request, in writing, a letter from the Owner explaining the expected sources of funding for the additional Work. In the event the Owner does not provide such written assurance reasonably satisfactory to the Contractor within five (5) days of the Contractor's request, the Contractor may stop Work until such time as the Owner provides satisfactory assurances. The Contractor's acceptance of a Change Order in accordance with any assurances provided under this Paragraph shall not limit or restrict the Contractor from making a Claim under the Contract Documents for an adjustment in the Contract Sum or Contract Times or otherwise for expenses or damages directly attributable to the Contractor's stoppage of the Work as permitted hereunder.

.2 For any Change Order or other directive (other than a clarification) that requires additional compensable Work to be performed, the Owner shall reimburse the Contractor for the Contractor's costs on the periodic basis set forth in the Contract Documents for all additional directed Work performed until the Change Order is finalized. In no instance shall the periodic reimbursement be required before the Contractor has submitted an estimate of cost to the Owner for the additional compensable Work to be performed.

§ 7.2.4 Change Order proposals shall be determined by methods listed in Subparagraph 7.3.3 and shall be supported by a separate itemized breakdown.

§ 7.2.5 In no event shall the reasonable allowance for overhead and profit to the Contractor for a Change Order exceed percentages listed below, of the total cost of such change. In the event of a dispute between the Owner and Contractor as to a reasonable allowance for overhead and profit, the Architects' decision shall be binding. Overhead and profit shall be limited to the percentages set forth below:

1. The method of adjustment of the Contractor's Fee for changes in the Work: _____%.
2. Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work: _____%.
3. On proposals involving both increases and decreases in the amount of the Contract, the overhead and profit will be allowed on the net increase only.

§ 7.2.6 Prior to submission of the first Change Order, the Contractor shall provide to the Owner and Architect a complete listing of each trade and classification of labor to be used on the project and the corresponding base labor rates along with the fully burdened labor rates.

§ 7.2.7 After appropriate consultation with the Owner and Contractor, the Architect shall be the final judge of the equitable adjustment of any new compensation amount which will be binding on parties and reflected by the issuance of a Change Order. Nothing contained herein shall prevent either party from asserting a Claim and/or proceeding with dispute resolution procedures per Article 15 of the Agreement.

§ 7.3 Construction Change Directives

§ 7.3.1 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. Construction Change Directives are subject to the requirements set forth in Section 7.2.3.

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

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- .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.

§ 7.3.4 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, a reasonable amount. In such case, and also under Section 7.3.3.3, 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:

- .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;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 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.

§ 7.3.8 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 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 Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will 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.

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.

§ 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. It is agreed that time is of the essence and that the Owner shall suffer substantial damages if the Work is not completed within the time stated in the Agreement.

§ 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.

§ 8.2.4 In the event the Contractor fails to complete a critical portion of the Work on time, as evidenced by the latest approved update of the Contractor's Construction Schedule, the Owner shall have the right to require the Contractor to provide a Recovery Schedule and take all necessary measures, including but not limited to, increase of Work force, and/or Work overtime until the Contractor gets back on schedule, as established by the current approved Contractor's Construction Schedule, at no additional cost to the Owner. If the Contractor fails to respond to the demand and bring those critical portions of the Work back on schedule, then the Owner may withhold progress payments until such time as the Contractor gets back on schedule or terminates the Contract.

§ 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) Failure or inability of the Owner or the Contractor to obtain necessary zoning changes, variances, code changes, permits, or approvals from any governmental authority, or failure to obtain any street or alley vacations required for the performance of the Work, except to the extent due to the sole fault or sole negligence of the Contractor;
- (5) Differing, unusual or concealed site conditions that could not be reasonably anticipated by the Contractor in preparing the Project Schedule, including, without limitation, archaeological finds, and soil conditions (including rock or other geological conditions), underground foundations, abandoned utility lines, and water conditions;
- (6) Delays resulting from the existence or discovery of hazardous materials on the Project site not brought to the site by the Contractor or previously disclosed to the Contractor;
- (7) Delays resulting from changes in applicable laws after the date of Execution of this Agreement;
- (8) Delays resulting from local utility providers that are not the fault of the Contractor; or

by delay authorized by the Owner pending mediation and binding dispute resolution; then the Contract Time shall be extended for such reasonable time as the Architect may determine so long as Construction Manager promptly notifies

Owner and Architect in writing and request a Change Order pursuant to section 7.2 when any such delay will require an extension of time beyond the agreed upon date of Substantial Completion. Failure to provide timely notice may result in the imposition of liquidated damages pursuant to section 9.1.

§ 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.

§ 9.2.1 The Schedules of Values shall be prepared in such a manner that each major item of subcontract Work is shown as a single line item. Each major item of Work or each Contractor and Subcontractor item of Work shall indicate the amount for labor and for materials where applicable.

§ 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, 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.

§ 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 The form of application for payment shall be AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet. Until the Work is satisfactorily completed and finally accepted, the Owner shall make monthly progress payments in the calculated amount of the completed work less five percent (5%) retainage, as set forth in Section 8.7.A-2 of the Agreement, and less amounts subject to claims, provided that the Contractor is satisfactorily performing the contract. The Contractor expressly agrees that securities shall not be substituted for any retainage specified in this section and that it shall not request any such substitution.

§ 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

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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 Materials and equipment stored off the site shall be identified as such on the Application for Payment and the backup for such items shall include at a minimum the following: photographs with clear markings and identification showing the name of the project, Certificates of Insurance for the storage location/facility naming the Owner as an additional insured party and documentation establishing the value of the Stored Materials. Until the Stored Materials have been received and stored on site, any claim received during transportation will remain the responsibility of the Contractor or subcontractor.

§ 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.

§ 9.3.3.1 With each Application for Payment, the Contractor shall submit any certificates, lien waivers, releases, and other documents as may be reasonably required by Owner, and shall include, without limitation, (i) a conditional waiver and release in the form required by Owner, for all Subcontractors whose Work in the current period, payment is sought in the Application of Payment, and (ii) an unconditional waiver and release form in the form required by Owner for all Subcontractors for whose Work payment was made by Owner in response to Contractor's preceding Applications for Payment.

§ 9.3.4 With each application for payment, the Contractor shall submit a current Time Schedule Progress Report (short interval schedule) comparing the "Work in place" progress to the current approved Contractor's Construction Schedule. At the Architect's request, the Contractor shall also provide a copy of the current approved Contractor's Construction Schedule and/or approved Recovery Schedule.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven 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 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 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 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 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.
- .8 Failure of the Contractor to submit a current Time Schedule Progress Report (short interval schedule) in comparison to the current Contractor's Construction Schedule with each Application for Payment.
- .9 Failure to comply with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction over the performance of the Work.

§ 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.

§ 9.5.5 The Owner shall make monthly progress payments as described in Section 9.4 until the scheduled (including time extensions made by Change Orders) time for Substantial Completion. If the Project is not substantially complete at this time, the Owner will not make further Progress Payments until the Project is Substantially Complete.

§ 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.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven 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.

§ 9.6.3 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.

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§ 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 the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven 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 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 occupy or utilize the Work for its intended use.

§ 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. 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.

§ 9.8.2.1 Along with the list of items to be completed or corrected prior to final payment, the Contractor shall submit, or have submitted, to the Architect and Owner each of the following: *(In the event certain shop drawings or test results are not available, the Contractor shall provide the Owner with a schedule for delivery of those items).*

1. All shop drawings, submittals and product data as required by the Contract Documents.
2. All reports and test results as required by the Contract Documents, including proof that hydronic and air-side test and balance operations have been completed. *(In the event the Final Report is not complete, Contractor shall submit a draft of the test and balance working papers if required by the Owner or Architect.)*
3. Inspection reports and approvals of all authorities having jurisdiction over the Project.
4. Price quotations for any outstanding change orders, proposals or claims.
5. Under all circumstances the Certificate of Occupancy requirements shall be met.

§ 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 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 combined total number of incomplete or to-be-corrected items identified by the Architect shall not exceed fifty (50). If more than fifty (50) unique deficiencies are identified, the inspection shall be canceled and Contractor will be billed for the Architect, Owner and Owners Representative's time spent on all subsequent inspections until such time as the Architect determines the Work or designated portion thereof to be substantially completion.

§ 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.

§ 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 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 and the Owner find the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable, subject to the final payment procedures set forth in Section 8.7.A-3 of the Agreement. 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.

§ 9.10.2 Subject to the final payment procedures set forth in Section 8.7.A-3 of the Agreement, Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (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 Intentionally Deleted.

§ 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.

§ 9.10.6 Final payment shall be made by the Owner to the Contractor in accordance with Section 8.7.A-3 of the Agreement.

ARTICLE 9.11 LIQUIDATED DAMAGES

§ 9.11.1 See Section 8.7.A-8 of the Agreement.

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.

§ 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.

§ 10.2.2.1 The Contractor shall take over and assume all responsibility for the areas of Work that are covered under the Contract Documents. The Contractor shall provide and maintain all protection as required by the governing laws, rules, regulations, and ordinances. The Contractor shall be responsible for any loss or damage to the property of the Owner caused by its employees or agents, subcontractors or their employees or agents or any other persons or entities performing Work for, or on behalf of, the Contractor or any Subcontractors, and shall make good any loss, damage, or injury without cost to the Owner. The protection shall include but not be limited to: all property including sod, landscaping materials (bushes, trees, etc.), sidewalks, drives, buildings, as well as interior areas leading to the construction areas. Private and public streets, sidewalks, roads, etc., shall be protected and maintained during the course of Work, and any damage to same shall be repaired by the Contractor at its own expense. The Contractor shall also provide protection for the public, including visitors, staff, and the surrounding community during the construction

time of the entire project. This may be done through, including but not limited to: fencing, barricading, and other means of restricting entry to or through the construction area(s).

§ 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. Combustible refuse shall be removed from within the building and disposed of daily in a manner approved by the governing authorities. The Contractor shall take special precautions against fire and shall comply fully with the requirements of city, county, and governing and insurance authorities.

§ 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.

§ 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.

(Paragraphs deleted)

§ 10.2.8 As provided in Section 2.4, the Owner may stop the Work if the Owner observes a substantial violation of Section 10.2.1 through Section 10.2.4 or Section 10.2.7.

§ 10.2.9 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.

§ 10.2.10 The Contractor shall be solely responsible for the safety of its Work, materials, equipment, tools, etc., on the site and shall, if Contractor deems it necessary or expedient, employ at its own expense the services of a competent watchman. The Owner disclaims all responsibilities for the safety of the Work, materials, equipment, tools, etc., or for any damage, which may be done to same, due to theft or any other cause, until such time as the Owner formally accepts the completed Work under Section 9.10.

§ 10.3 Hazardous Materials and Substances

§ 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 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 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. In the event the surety on the Contractor's bond becomes irresponsible or insolvent or ceases to be qualified to do business within the State of Colorado, the Contractor shall promptly submit a new performance and payment bond by competent and qualified corporate surety in the same amount and form as required by the Contract Documents.

§ 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.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business 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

§ 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 as agreed to between Owner and Contractor, 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 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.

§ 11.2.3 **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 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 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 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, sub-subcontractors, 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.

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 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 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.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect 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.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within two years 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,

SOUTH METRO FIRE RESCUE

BOARD AGENDA

MEETING DATE: 5/15/2023

AGENDA ITEM TYPE: DISCUSSION ITEM

SUBJECT: Employee Total Compensation Preparation for 2024 Budget

BACKGROUND: As we begin to prepare the 2024 budget for employee compensation and benefits, staff would like to provide an overview of the current philosophy for establishing our compensation and benefits program and discuss goals for the 2024 budget.

RECOMMENDATION: For discussion purposes only.

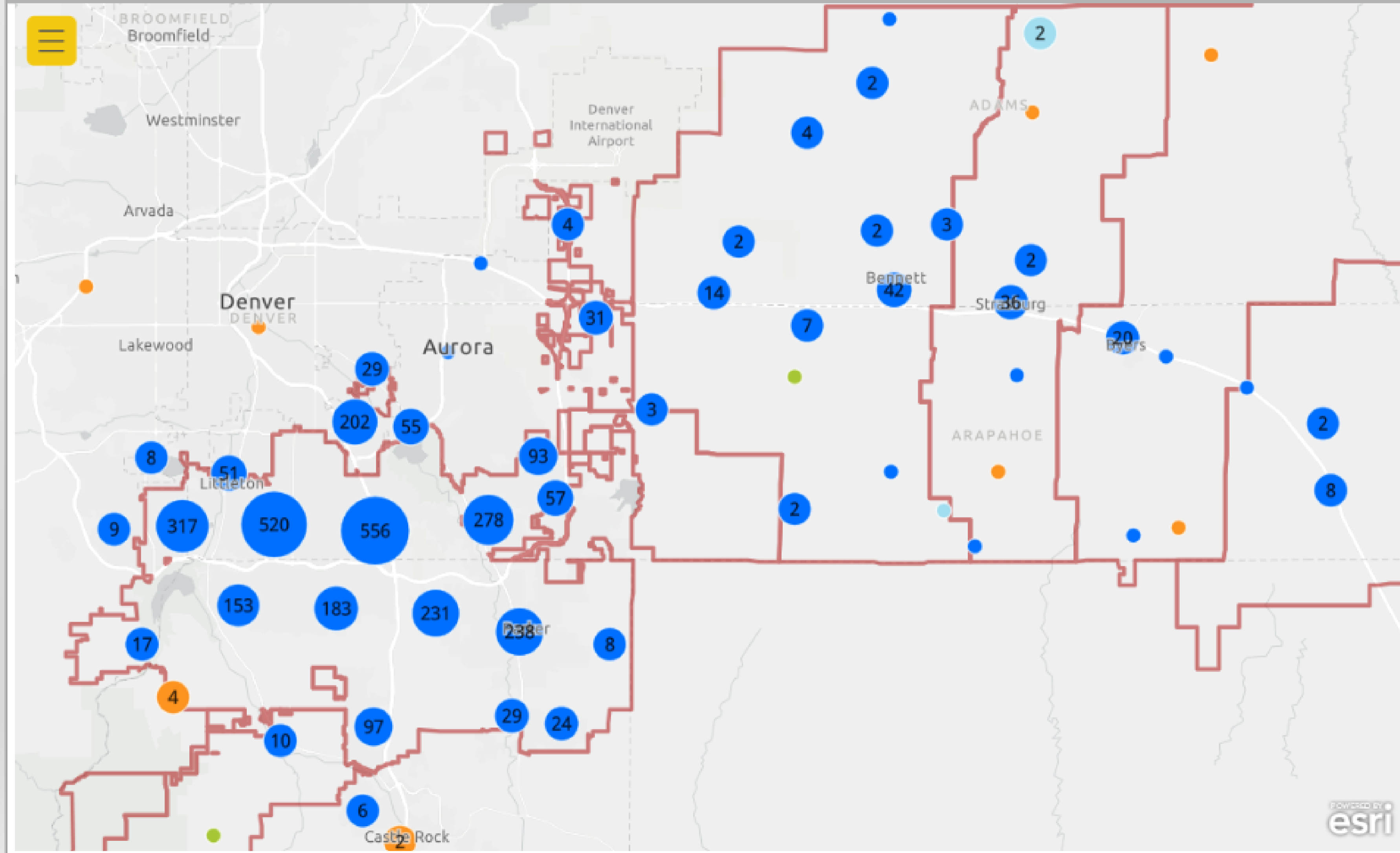
SUBMITTED BY: Camie Chapman, Human Resources Director

APPROVED BY: Bob Baker



Emergency Services: Emergency Communications

Service Area Call Volume



Quality Assurance Standards	Date
	Last <input type="text" value="1"/> Months (... <input type="text" value="..."/> 4/1/2023 - 4/30/2023
The data in these charts is updated at the end of the prior month. For best results, set date filter to last month (calendar) at minimum.	Call Taking 99.3% 0.0% 100.0%
EMD 93.0% 0.0% 100.0%	Radio 99.6% 0.0% 100.0%
SSM 99.5% 0.0% 100.0%	Customer Service 100.00% 0.0% 100.0%



Emergency Services: Emergency Communications

The data in these charts is updated at various times.

For best results, set date filter to last month (calendar) at minimum.



Date

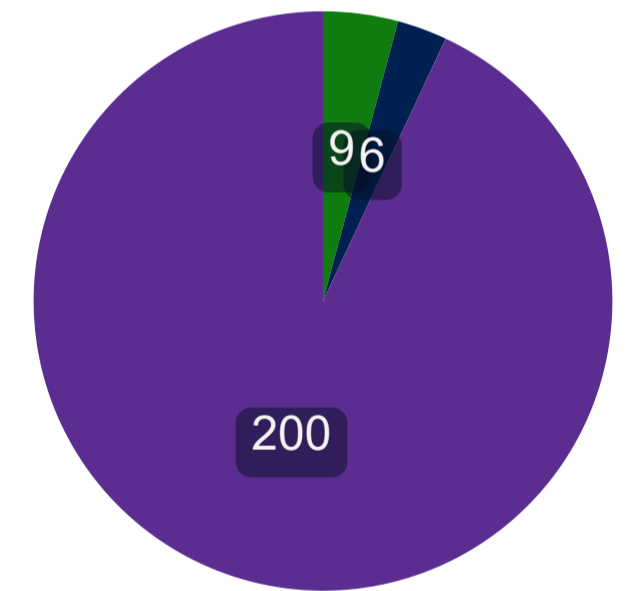
4/1/2023 - 4/30/2023

Emergency Communications: Performance

Jurisdiction	Total Calls	Disp Time 90th	Disp Avg
Bennett Fire	95	00:00:49	00:00:30
Byers Fire	25	00:00:34	00:00:22
Deer Trail Fire	26	00:00:26	00:00:17
Fire Other	83	00:00:38	00:00:14
Sable Altura Fire	33	00:00:41	00:00:27
South Metro Fire	4,007	00:00:48	00:00:29
Strasburg Fire	57	00:00:45	00:00:28
West Douglas Fire	11	00:00:50	00:00:35
Total	4,337	00:00:48	00:00:28

Emergency Communication: Hours

- IDT Deployment
- Pub Ed
- Ride Time
- Training



Emergency Communications: Telecom Compliance

911 Calls	911 Ans < 10 sec	911 Abn	Alarm Calls	Alarm Ans < 10 sec	Admin Calls	Admin Ans < 10 sec
2,363	99.62%	3	673	99.70%	2,669	99.36%



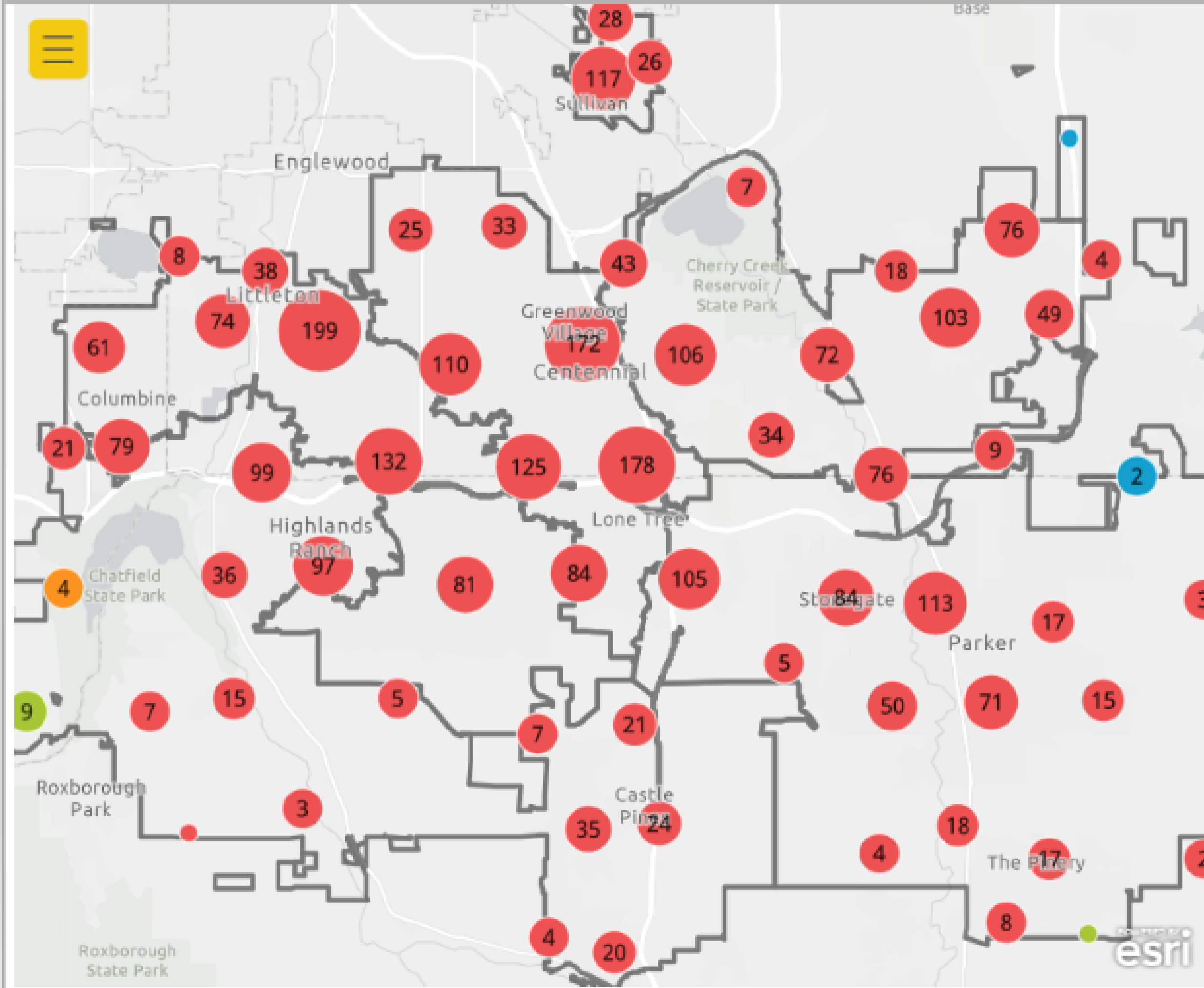
Emergency Services: Operations CAD Statistics

Date

Last 1 Months (Calendar)

4/1/2023 - 4/30/2023

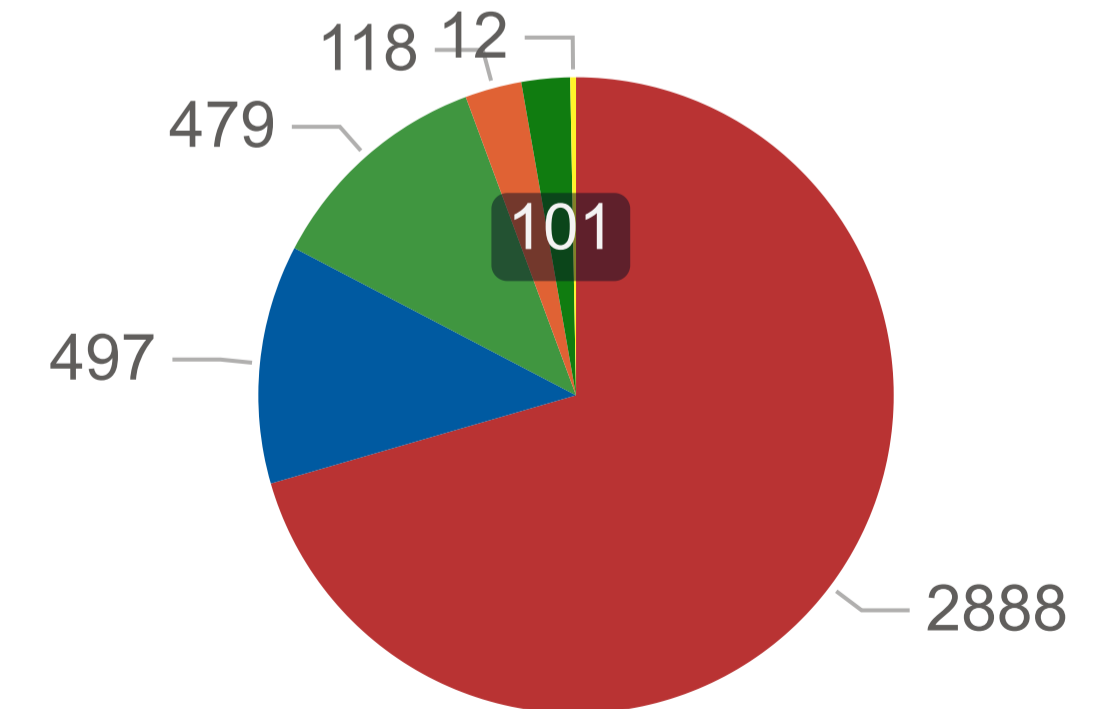
SMFR Call Volume by Battalion



In District	Num Calls	Turnout 90th PCTL	Turnout % Met Goal	Travel 90th PCTL	Travel % Met Goal
No	88	00:01:37		00:10:09	
Yes	4,007	00:01:42	79.85%	00:07:30	63.57%
Total	4,095	00:01:41	79.85%	00:07:33	63.57%

Time Goals:
 00:01:30 for Turnout | 00:05:12 for Travel

Total Incidents by Call Type



Incident Type ● EMS ● Public Assist ● Alarms ● Fires ● Other ● Special Ops