

AIA[®] Document A201[™] – 2007

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

THE OWNER:
(Name and address)

THE ARCHITECT:
(Name and address)

TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	OWNER
3	CONTRACTOR
4	ARCHITECT
5	SUBCONTRACTORS
6	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7	CHANGES IN THE WORK
8	TIME
9	PAYMENTS AND COMPLETION
10	PROTECTION OF PERSONS AND PROPERTY
11	INSURANCE AND BONDS
12	UNCOVERING AND CORRECTION OF WORK
13	MISCELLANEOUS PROVISIONS
14	TERMINATION OR SUSPENSION OF THE CONTRACT
15	CLAIMS AND DISPUTES

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.

Init.

AIA Document A201[™] – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 12:54:22 on 12/19/2008 under Order No.1000381180_2 which expires on 12/11/2009, and is not for resale.
User Notes:

(3440041765)

INDEX

(Numbers and Topics in Bold are Section Headings)

Acceptance of Nonconforming Work

12.3

(Paragraphs deleted)

Access to Work

3.16

Additional

(Paragraphs deleted)

Inspections and Testing

13.5

(Paragraph deleted)

Additional Time, Claims for

15.1.5

Administration of the Contract

(Paragraphs deleted)

4.2

After Substantial Completion

12.2.2

Allowances

(Paragraphs deleted)

3.8

Applications for Payment

(Paragraphs deleted)

9.3

Arbitration

15.4

ARCHITECT

4

Architect, Definition of

4.1.1

(Paragraphs deleted)

Audits

12.2.6

Award of Subcontracts and Other Contracts for Portions of the Work

5.2

Basic Definitions

1.1

(Paragraph deleted)

Boiler and Machinery Insurance

11.3.2

(Paragraph deleted)

Bonds, Performance, and Payment

11.4

(Paragraph deleted)

Capitalization

1.3

Certificates for Payment

(Paragraphs deleted)

9.4

Change Orders

7.2

Change Orders, Definition of

7.2.1

CHANGES IN THE WORK

7

Claims, Definition of

15.1.1

CLAIMS AND DISPUTES

(Paragraphs deleted)

15

Claims for Additional Cost

15.1.4

Claims for Additional Time

15.1.5

Concealed or Unknown Conditions, Claims for

(Paragraphs deleted)

3.7.7

Cleaning Up

(Paragraphs deleted)

3.15

Commencement of the Work, Definition of

Init.

8.1.2
Communications Facilitating Contract
Administration

4.2.4
(Paragraph deleted)

Concealed or Unknown Conditions
3.7.7

COMPLETION, PAYMENTS AND

9

(Paragraphs deleted)

(Paragraph deleted)

Consolidation or Joinder

15.4.4

**CONSTRUCTION BY OWNER OR BY
SEPARATE CONTRACTORS**

6

Construction Change Directive, Definition of

7.3.1

Construction Change Directives

(Paragraphs deleted)

7.3

Contingent Assignment of Subcontracts

5.4

Continuing Contract Performance

15.1.3

Contract, Definition of

1.1.2

**CONTRACT, TERMINATION OR
SUSPENSION OF THE**

14

Contract

(Paragraphs deleted)

Documents, The

1.1.1

Contract Documents, Definition of

1.1.1

Contract Sum

9.1

Contract Sum, Definition of

9.1

(Paragraphs deleted)

Contract Time, Definition of

8.1.1

CONTRACTOR

3

Contractor, Definition of

3.1, 6.1.2

Contractor's Construction Schedules

3.10

Contractor's Liability Insurance

11.1

(Paragraphs deleted)

Correction of Work

12.2

Correlation and Intent of the Contract Documents

1.2

Cost, Definition of

7.3.7

Costs

Cutting and Patching

(Paragraphs deleted)

3.14

Date of Commencement of the Work, Definition of

8.1.2

Date of Substantial Completion, Definition of

8.1.3

Day, Definition of

8.1.4

(Paragraphs deleted)

Decisions to Withhold Certification

9.5

Defective Work, Definition of

(Paragraphs deleted)

3.5.2

Delays and Extensions of Time

(Paragraphs deleted)

8.3

Documents and Samples at the Site

3.11

Drawings, Definition of

Int.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 12:54:22 on 12/19/2008 under Order No.1000381180_2 which expires on 12/11/2009, and is not for resale.

User Notes:

(3440041765)

1.1.5
(Paragraphs deleted)

Emergencies
(Paragraphs deleted)
10.4

Failure of Payment

(Paragraphs deleted)

9.7

Final Completion and Final Payment

(Paragraphs deleted)

9.10

GENERAL PROVISIONS

1

Governing Law

13.1

Hazardous Materials

10.3

(Paragraphs deleted)

Indemnification

3.18

Information and Services Required of the Owner

2.2

Initial Decision

15.2

Initial Decision Maker, Definition of

(Paragraphs deleted)

1.1.9

Injury or Damage to Person or Property

(Paragraphs deleted)

10.2.12

Instruments of Service, Definition of

1.1.7

Insurance

11

Insurance, Boiler and Machinery

11.3.2

Insurance, Contractor's Liability

11.1

Insurance,

(Paragraphs deleted)

Loss of Use

11.3.3

Insurance, Owner's Liability

11.2

Insurance, Property

11.3

(Paragraphs deleted)

INSURANCE AND BONDS

11

Interest

13.6

Interpretation

1.4

Labor and Materials, Equipment

(Paragraphs deleted)

3.4

Loss of Use Insurance

11.3.3

(Paragraphs deleted)

Materials, Hazardous

10.3

Mediation

15.3

MEETINGS

3.19

Minor Changes in the Work

7.4

MISCELLANEOUS PROVISIONS

13

Modifications, Definition of

1.1.1

(Paragraph deleted)

Mutual Responsibility

6.2

Nonconforming Work, Acceptance of

12.3

(Paragraphs deleted)

Notice, Written

13.3

Notice of Claims

(Paragraphs deleted)

15.1.2

OWNER

2

Owner, Definition of

2.1.1

Owner, Information and Services Required of the

(Paragraphs deleted)

2.2

Owner's Liability Insurance

11.2

Owner's Loss of Use Insurance

11.3.3

Owner's Right to Carry Out the Work

2.4

Owner's Rights Cumulative

2.5

Owner's Right to Clean Up

6.3

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 12:54:22 on 12/19/2008 under Order No.1000381180_2 which expires on 12/11/2009, and is not for resale.

User Notes:

(3440041765)

Owner's Right to Perform Construction and to Award Separate Contracts
6.1
Owner's Right to Stop the Work
2.3
(Paragraphs deleted)
Ownership and Use of Drawings, Specifications and Other Instruments of Service
1.5
Partial Occupancy or Use
9.9
Patching, Cutting and
(Paragraphs deleted)
3.14
Payment, Applications for
9.3
Payment, Certificates for
9.4
Payment, Failure of
(Paragraphs deleted)
9.7
Payment Bond, Performance Bond and
11.4
Payments, Progress
9.6
PAYMENTS AND COMPLETION
9
(Paragraphs deleted)
Performance Bond and Payment Bond
11.4
Permits, Fees, Notices and Compliance with Laws
3.7
PERSONS AND PROPERTY, PROTECTION
OF
10
(Paragraph deleted)
Product Data, Definition of
3.12.2
Product Data and Samples, Shop Drawings
3.12
Progress and Completion
8.2
Progress Payments
9.6
Project, Definition of the
1.1.4
(Paragraph deleted)
Property Insurance
11.3
PROTECTION OF PERSONS AND PROPERTY
10
(Paragraphs deleted)
Review of Contract Documents and Field
Conditions by Contractor
3.2

Rights and Remedies
13.4
Royalties, Patents and Copyrights
3.17
(Paragraphs deleted)
Safety of Persons and Property
10.2
Safety Precautions and Programs
10.1
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.12
Samples at the Site, Documents and
3.11
Schedule of Values
(Paragraphs deleted)
9.2
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.12
Site, Use of
(Paragraphs deleted)
3.13
Specifications, Definition of the
1.1.6
Specifications, The
(Paragraphs deleted)
1.1.6
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
(Paragraphs deleted)
Subcontractual Relations
5.3
Subrogation, Waivers of
11.3.7
Substantial Completion
9.8
Substantial Completion, Definition of
9.8.1
(Paragraphs deleted)
Sub-subcontractor, Definition of
5.1.2
Successors and Assigns
13.2
Superintendent
3.9
Supervision and Construction Procedures
(Paragraphs deleted)
3.3
Suspension by the Owner for Convenience
14.3
(Paragraphs deleted)

Init.

Taxes
3.6
Termination by the Contractor
14.1
Termination by the Owner for Cause
14.2
Termination by the Owner for Convenience
14.4
(Paragraphs deleted)
TERMINATION OR SUSPENSION OF THE CONTRACT
14
Tests and Inspections
13.5
TIME
8
Time, Delays and Extensions of
8.3
Time Limits

Time Limits on Claims
(Paragraphs deleted)
13.7
Transmission of Data in Digital Form
1.6

UNCOVERING AND CORRECTION OF WORK
12
Uncovering of Work
12.1
(Paragraphs deleted)
Use of Site
3.13
Values, Schedule of
(Paragraphs deleted)
9.2

Waivers of Subrogation
11.3.7
(Paragraphs deleted)
Warranties
3.5

Work, Definition of
1.1.3
(Paragraphs deleted)

(Paragraphs deleted)
Written Notice
13.3

Init.
/

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 the original 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 requirements.

§ 1.1.2 THE CONTRACT

(Paragraph deleted)

§ 1.1.2.1 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. Unless explicitly stated otherwise, 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 that the Owner shall be a third party beneficiary of such Contractor and its Subcontractor agreements, (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.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether performed on or off the site of the Project and whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor, its Subcontractors, Sub-Subcontractors, material suppliers or any other entity for whom the Contractor is responsible, to fulfill the Contractor's obligations under or pursuant to the Contract Documents and, except to the extent inconsistent with the Contract Documents, such construction and services as are usually and customarily provided in conjunction with, or in furtherance of, such 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 The Contractor shall be responsible for the performance of the Work as an independent contractor and in a good and workmanlike manner (i) consistent with the Contract Documents; (ii) consistent with the instructions, guidance and direction of the Owner and Architect; (iii) consistent with the with the highest prevailing applicable professional or industry standards; (iv) consistent with sound practices; (v) as expeditiously as is consistent with such professional skill and care and the orderly progress of the Work and with the Contract Documents and the instructions, guidance and direction of the Owner and Architect; and (vi) in a manner that will not exceed the Contract Sum as set forth in the Agreement (the standards of this Section 1.1.8 shall be referred to herein as the

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 12:54:22 on 12/19/2008 under Order No.1000381180_2 which expires on 12/11/2009, and is not for resale.

User Notes:

(3440041765)

"Contractor's Standard of Care"). The Contractor shall exercise the Contractor's Standard of Care in performing all aspects of the Work. All references in the Contract Documents to the knowledge, inference, reliance, awareness, determination, belief, observation, recognition or discovery of the Contractor or reference to any similar term shall include the constructive knowledge, inference, reliance, awareness, determination, belief, observation, recognition attributed to the Contractor ("constructive knowledge"). Such constructive knowledge shall include the knowledge, inference, reliance, awareness, determination, belief, observation and recognition the Contractor would have obtained upon the exercise of the Contractor's Standard of Care.

§ 1.1.9 INITIAL DECISION MAKER

The Architect shall be the Initial Decision Maker.

§ 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. If the Contractor discovers any inconsistency within or between parts of the Contract Documents or between the Contract Documents and applicable standards, codes or ordinances, or the Conditions as defined hereinafter, the Contractor shall give notice to the Owner and the Architect of such inconsistency and shall, unless otherwise ordered in writing by the Architect or the Owner, provide work or materials of the better quality, greater quantity, or that otherwise comply with applicable standards, codes or ordinances, or the Conditions, as the case may be.

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

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

§ 1.2.4 Where no explicit quality or standards for materials or workmanship are established for Work, the Contractor shall perform such Work in a manner of good quality for the intended use and consistent with the quality of the surrounding Work and of the construction of the Project generally.

§ 1.2.5 All manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the manufacturer's written or printed directions and instructions unless otherwise indicated in the Contract Documents.

§ 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 Instruments of Service, including the Drawings and Specifications, are and shall be the property of the Owner and the Connecticut Department of Education (the "Department"). The Contractor, Subcontractors, Sub-subcontractors, and material or equipment 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 this Project is not to be construed as publication in derogation of the reserved rights of the Owner or the Department.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. The

Init.

Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service for any purpose outside the scope of the Work without the specific written consent of the Owner.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

§ 1.7 Any information obtained by the Contractor from the Owner or Architect may not be used, published, distributed, sold or divulged by the Contractor or its Subcontractor or Sub-subcontractors for such party's own purposes or for the benefit of any person, firm, corporation or other entity other than the Owner, without the prior written consent of the Owner. Any information obtained by the Contractor of its Subcontractors or Sub-subcontractors that is designated by the Owner in accordance with applicable law as confidential shall not be disclosed to any other parties without the prior written consent of the Owner.

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 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 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.

§ 2.2.2 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 "Surveys").

§ 2.2.3 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.

§ 2.2.4 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.

(Paragraph deleted)

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or 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; 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, Architect or any other person or entity, except to the extent required by Section 6.1.3. The Owner's right to stop the Work is in addition to and not in restriction or derogation of any and all remedies available to the Owner.

§ 2.4 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 seven-day period after receipt of written notice from the Owner to commence and continue correction of

Init.

such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and any compensation for the Architect's additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner at or prior to the date of Final Completion of the Work.

§ 2.5 OWNER'S RIGHTS CUMULATIVE

The rights of the Owner stated in this Article 2 shall be in addition to, and not in limitation of, any other rights of the Owner under the Contract Documents or at law or in equity.

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's representative shall be _____ who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall be responsible for the performance of the Work in accordance with the Contract Documents.

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

§ 3.1.3 The Contractor shall comply with the Conditions and all local, state and federal laws, rules and regulations applicable to the Contractor, including without limitation those relating to equal opportunity, labor, wages and employment.

§ 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 informed of the local conditions under which the Work is to be performed including the location, condition, accessibility, layout and nature of the Project site; the generally prevailing climactic conditions; the anticipated labor supply and costs; and the availability and costs of materials, tools and equipment and has correlated such personal observations with the requirements of the Contract Documents.

§ 3.2.2 Any data, including elements of the Surveys, provided by the Owner to the Contractor concerning the physical characteristics or measurements of the site; access to the site or staging and storing at the site; present obstructions and conditions of structures on or near the site; locations and depths of sewers, conduits, pipes, and gaslines on or near the site; positions of sidewalks, curbs and pavements on or near the site and other data concerning the conditions of the site and its surroundings, have been obtained from sources the Owner believes to be reliable. Accuracy of such data, however, is not guaranteed and is furnished solely for accommodation of the Contractor. Use of such data is made at the Contractor's sole risk and expense.

§ 3.2.3 The Owner assumes no contractual liability or responsibility for the physical condition or safety of the Project site or of any improvements thereon. Except as set forth in Section 10.3, the Contractor shall be solely responsible for providing a safe place for the performance of the Work.

§ 3.2.4 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 Surveys, 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 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

Init.

AIA Document A201™ - 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 12:54:22 on 12/19/2008 under Order No.1000381180_2 which expires on 12/11/2009, and is not for resale.

User Notes:

(3440041765)

design professional, unless otherwise specifically provided in the Contract Documents. If the Contractor performs any construction activity which it should have known constitutes an error, inconsistency or omission in the Contract Documents without such notice to the Architect, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

§ 3.2.5 The Contractor is not required to ascertain that the Contract Documents are in accordance with the Conditions as defined herein or applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall review the Contract Documents and notify the Owner and the Architect of any such nonconformity of which the Contractor has knowledge and shall promptly report any such nonconformity to the Architect as a request for information in such form as the Architect may require, and to the Owner.

§ 3.2.6 If the Contractor reasonably 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 this Article 3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to make any report to the Architect or Owner required under this Article 3, such failure shall preclude the Contractor from any subsequent claim arising from, or relating to the factors giving rise to the Contractor's obligation to make such report and the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to the Conditions, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.2.7 The Contractor shall promptly inform the Owner and the Architect if the Contractor believes that a requirement of the Contract Documents is likely to have an adverse effect on the Project.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work. 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, unless the Contract Documents give specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and 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 as are contained in the Contract Documents may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Contractor shall not be responsible for any loss or damage arising solely from those required 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.

§ 3.3.4 The Contractor shall schedule and perform the Work so as not to unreasonably interfere with any other related or unrelated work being performed by the Owner in or about the Project premises or with the Owner's continued use of the Project premises. The Contractor shall protect and prevent damage to all unfinished phases of the 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

Init.

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 authorized in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions in accordance with a Change Order or Construction Change Directive.

§ 3.4.2.1 Approval by the Owner or Architect of any such substitution shall not relieve the Contractor requesting the substitution of responsibility for any additional costs incurred by other trades for changes made necessary to accommodate the substituted item.

§ 3.4.2.2 By making requests for substitutions based on subparagraph 3.4.2 above, the Contractor:

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

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

§ 3.4.4 Directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment, and operation of their materials or equipment shall be complied with, but the Contractor shall nonetheless have the responsibility for determining whether such directions, specifications, and recommendations may safely and suitably be employed in the Work, and for notifying the Architect in advance in writing of any deviation or modification necessary for installation safety or proper operation of the item.

§ 3.5 WARRANTIES

§ 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 explicitly permit otherwise.

§ 3.5.2 The Contractor warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects. This warranty does not apply to those defects, inherent in the quality of the Work the Contract Documents require and that the Contractor reported, or was not obligated to report, under Section 3.2 herein. Substitutions not properly approved and authorized shall be considered to have failed to conform to the Contract Documents. Work, materials or equipment which fails to perform under the proper use and normal wear for intended purposes for a period of one year after the date of Substantial Completion, except where warranties for longer durations are called for by the Contract Documents, shall be considered defective. If required by the Architect or the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.3 The warranties under this Section 3.5 shall be in addition to, and not a substitute for, any other rights of the Owner under the Contract Documents or existing in law or equity.

§ 3.6 TAXES

The Owner is a tax-exempt entity. The Contractor shall be familiar with the current regulations of the Connecticut Department of Revenue Services and the sales or use tax on materials or supplies exempted by such regulations shall not be included as part of the bid or the Contract Sum. A sales tax certificate is available upon written request.

Init.

§ 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS AND WITH OTHER GOVERNMENTAL AND NON-GOVERNMENTAL REQUIREMENTS

§ 3.7.1 The Contractor understands that, in addition to the governmental authorities whose approval of the Work is required, the Work must comply with the Conditions as defined in this Section 3.7.1. The "Conditions" are all statutory and regulatory requirements and all guidelines and standards imposed on the Work and/or the Project by the Agencies, as defined hereinafter.

§ 3.7.1.1 The "Agencies" are the Department of Education of the State of Connecticut (the "Department") and all other governmental authorities having regulatory or administrative jurisdiction over the Work and/or the Project and all representatives or designees of the Department or such other governmental authorities. The term "Agencies" shall also include any individuals or entities designated by the Department or such other governmental authorities or by the Owner to monitor or oversee compliance of the Project's energy and environmental design with the requirements of the Department or such other governmental authorities.

§ 3.7.1.2 The term "Agencies" shall also include any individual or entity not described in Section 3.7.1.1 from whom the Owner intends to request certification of the Project's energy and environmental design, to the extent included in the Contract Documents.

§ 3.7.2 The Contractor shall attend such meetings and site-visits, and make such submissions, as are necessary to comply with the Conditions.

§ 3.7.3 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for such other permits, fees, licenses, certifications and inspections by the Agencies as are necessary to meet the Conditions or to facilitate the proper execution, funding and completion of the Work that, where such permits, fees, licenses, certifications and inspections are secured, are customarily secured after execution of the Contract and that are legally required as of the date hereof. The Contractor shall provide the Owner and Architect with reproductions of all permits, licenses, permissions, certifications and receipts for payments and, upon Final Completion, shall deliver all originals of such documents to the Owner.

§ 3.7.4 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; recorded covenants; and the Conditions.

§ 3.7.5 The Contractor shall not violate any zoning, set back or other locational requirements of applicable laws, codes or ordinances, or of any recorded covenants of which the Contractor has knowledge. If the Contractor observes or is told by any authorized building inspector that portions of the Contract Documents are at variance with applicable laws, statutes, ordinances, building codes, or official rules or regulations, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate modification.

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

§ 3.7.7 **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 7 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 an equitable adjustment 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 in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

Init.

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

§ 3.7.9 If any governmental body having jurisdiction over the Work requires licenses or registrations for the performance of the Work or any part thereof, the Contractor shall hold such valid licenses or registrations as may be required by law to prosecute the Work to completion. If any part of the Work for which such a license or registration is required is to be performed by Subcontractors of any tier, the Contractor shall ensure that such Subcontractors hold such valid licenses or registrations as may be required by law to prosecute said Work to completion.

§ 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 furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Owner or the Architect requires additional time to review. Failure of the Owner or the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a superintendent to whom the Owner or Architect have a reasonable objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, within ten (10) days of the first of the Contract Award or the Preconstruction Meeting, shall prepare and submit for the Owner's and Architect's approval a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project and with the prior review and approval of the Owner and

Int.

Architect, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, within ten (10) days of the first of the Contract Award or the Preconstruction Meeting, and thereafter update such schedule as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be 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, 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 approved schedules.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be 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 the way by which 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. The Contractor shall indicate approval on the submittals as evidence of such review and coordination. Submittals made to the Architect without such indication of approval may be returned to the Contractor for resubmission.

§ 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.

Init.

§ 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 requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing 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 written 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. 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 cause such services or certifications to be provided by a properly licensed design professional, who shall comply with the reasonable requirements of the Owner regarding qualifications and insurance and 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 shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by the Conditions and applicable laws, statutes, ordinances, codes, rules and regulations, and 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 and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

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

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project and shall clean and/or remove all stains, spots, marks, blemishes, foreign matter and dirt from surfaces of the Work and from other surfaces not a part of the work but where such condition resulted from the Contractor's operations.

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

Init.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect 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 such 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 the Contractor knew that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such losses to the Owner unless the Contractor had furnished such information to the Owner and the Architect promptly upon obtaining such knowledge.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner and Architect and their respective consultants, agents, representatives, officials, and employees from and against claims, suits and/or legal actions of any type by third-parties, including without limitation claims for loss of or damage to property, personal or bodily injury, including death, and claims for losses of any type; from all judgments or decrees recovered therefore; and from all expenses for defending such claims, suits or legal actions, including without limitation court costs and reasonable attorneys' fees, which result or arise from the negligent acts or omissions, breaches, errors, torts or other improper unauthorized and/or unlawful acts of the Contractor; defects or breaches of warranty in, caused by, or related to the Work; and/or the Contractor's failure to comply with the provisions of the Contract Documents. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18.

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

§ 3.19 MEETINGS

The Contractor shall send a qualified representative to periodic progress meetings held at such time and at such place as the Architect or the Owner shall designate in accordance with the Contract Documents and to such other meetings as are necessary to comply with the Conditions.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 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.

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

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

§ 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, (i) until the final payment is due, (ii) from time to time during the one year period described in Section 12.2, (iii) while review or certification of the Project from any of the Agencies is pending, and (iv) while any audit by the Department is ongoing. The Architect will have authority to act on behalf of the Owner only to the extent specified in the Contract Documents.

Init.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, including regularly scheduled site meetings and visits, to become familiar with the progress and quality of the portion of the Work completed to guard the Owner against defects and deficiencies in the Work, and to determine 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, except as provided in Section 3.3.1 and in the agreement between the Owner and Architect.

§ 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 report to the Owner in writing of those defects and deficiencies in the Work and deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, that are known to the Architect. 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 unless the Architect knew of such act or omission.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications from the Contractor by and with the Architect's consultants shall be through the Architect. Communications from the Architect by and with Subcontractors and material suppliers shall be through the Contractor. Communications from the Contractor or the Architect by and with separate contractors shall be through the Owner.

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 through 13.5.4, whether or not such Work is fabricated, installed or completed.

§ 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 assuring conformity 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, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures that are not specified by the Architect or in the Contract Documents. 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 authorize 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 3.7.7.

§ 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 Documents and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

Init.

§ 4.2.10 The Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 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 within seven (7) days.

§ 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 those interpretations or decisions rendered in good faith and that were necessitated by a reason other than an act or omission of the Architect.

§ 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 within 7 days. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific element of the Contract Documents in need of clarification and the nature of the clarification requested. 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 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 or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner and the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner or Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Owner or the Architect require additional time for review. Failure of the Owner and Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 5.2.1.1 To facilitate and expedite the investigations of such proposed persons or entities, the Contractor shall submit a statement in writing in sufficient detail to establish that each has the capacity to carry out the portion of the Work such person or entity is proposing to provide. All such submittals shall include a list of principal personnel of any such entity, and an analysis of the financial condition, construction plant, equipment and facilities of any such person or entity.

§ 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.

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 12:54:22 on 12/19/2008 under Order No.1000381180_2 which expires on 12/11/2009, and is not for resale.

User Notes:

(3440041765)

§ 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. The Contractor shall terminate any contract with a person or entity to whom the Owner has a reasonable objection. If such proposed and rejected Subcontractor or such terminated 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 If the Contractor wishes to substitute a Subcontractor, person or entity previously selected, the parties shall follow the procedures outlined in Section 5.2.1.

§ 5.3 SUBCONTRACTUAL RELATIONS

§ 5.3.1 Any part of the Work performed for the Contractor by a Subcontractor shall be pursuant to a written Subcontract between the Contractor and Subcontractor, which shall be prepared on a form of Subcontract reasonably satisfactory to the Owner in all respects. The Owner shall be a third party beneficiary of all contracts between the Contractor and Subcontractor and all such contracts shall require that the Owner be a third party beneficiary of all contracts between Subcontractors and Sub-Subcontractors. Copies of all Subcontractor bids or proposals shall, upon request of Owner, be submitted to the Owner and Architect.

§ 5.3.2 By appropriate agreement, written where legally required for validity, 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, which the Contractor, by these 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.

§ 5.3.3 The Contractor shall be fully responsible for coordinating and expediting the work of all Subcontractors, and shall employ the necessary and qualified personnel to produce the required quality of labor and materials and to prevent delays in the progress of the Project. The Contractor shall afford each trade with all reasonable opportunities for the installation of its work and for the storage and handling of its materials. The Contractor shall include in the Contractor's bid, any work, in connection with the mechanical trades, to be done by other trades under the Contractor's direct control.

§ 5.3.4 Within five (5) calendar days after payment to Contractor by the Owner, the Contractor shall pay any amounts due any subcontractor, whether for labor performed or materials furnished when such labor or material has been included in requisition submitted by such Contractor and paid by Owner. The Contractor shall promptly give notice to the Owner of any claim or demand by a Subcontractor claiming that any amount is due to such Subcontractor or claiming any default by the Contractor in any of the Contractor's obligations to such Subcontractor.

§ 5.3.5 The Contractor shall include in each of the subcontracts a provision requiring each Subcontractor to pay any amounts due to any Sub-Subcontractors, whether for labor performed or materials furnished, within five (5) days after such Subcontractor receives a payment from the Contractor which encompasses labor or materials furnished by such Sub-subcontractor and a provision requiring each Subcontractor to promptly give notice to the Contractor of any claim or demand by a Sub-subcontractor claiming that any amount is due to such Sub-Subcontractor or claiming any default by such Sub-subcontractor in any of its obligations to such Sub-subcontractor which notice the Contractor shall promptly relay to the Owner.

Init.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; 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. The Contractor agrees to execute any and all other documents required to effect this assignment.

§ 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, provided, however, that no such adjustment will be made to the compensation of any Subcontractor who is compensated as a proportion of the total project cost.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

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 Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 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 other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the 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.

(Paragraph deleted)

§ 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 report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report 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, except as to defects not then reasonably discoverable.

§ 6.2.3 Upon the Owner's request, the Contractor shall defend any proceedings brought against the Owner by any separate contractor on account of any damage alleged to have been caused by the Contractor.

Int.