



# AIA<sup>®</sup> Document C191<sup>™</sup> – 2009

## *Standard Form Multi-Party Agreement for Integrated Project Delivery*

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

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

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

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

and additional Parties, if any:  
*(Name, legal status, address and other information)*

collectively, “the Parties” for the following Project:  
*(Name, location or address, and general description of the Project to be completed pursuant to this Agreement)*

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

If additional Parties are identified, this Agreement, including each exhibit, should be carefully reviewed and modified as necessary.

The Parties agree as follows:

Init.

## TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 MANAGEMENT OF THE PROJECT
- 3 RESPONSIBILITIES AND PARTIES
- 4 COMPENSATION
- 5 TARGET CRITERIA AMENDMENT AND TARGET COST
- 6 FORCE MAJEURE
- 7 INSURANCE AND BONDS
- 8 RISK SHARING
- 9 DISPUTE RESOLUTION
- 10 SUSPENSION AND TERMINATION
- 11 MISCELLANEOUS PROVISIONS
- 12 SCOPE OF THE AGREEMENT

EXHIBIT A GENERAL CONDITIONS OF THE MULTI-PARTY AGREEMENT FOR INTEGRATED PROJECT DELIVERY

EXHIBIT B LEGAL DESCRIPTION OF PROJECT

EXHIBIT C OWNER'S CRITERIA

EXHIBIT D TARGET CRITERIA AMENDMENT

Exhibit AA: Target Cost Breakdown

Exhibit BB: Project Definition

Exhibit CC: Project Goals

Exhibit DD: Integrated Scope of Services

Exhibit EE: Project Schedule

Exhibit FF: Digital Data Protocol

Exhibit GG: Building Information Modeling Protocol

### ARTICLE 1 GENERAL PROVISIONS

#### § 1.1 Integrated Project Delivery

§ 1.1.1 The Parties intend that the Project shall be delivered in a collaborative environment and shall endeavor to align individual interests with those of the Project. The Parties agree to contribute their knowledge, skill and services during all phases of the Project and to bring to bear their expertise for the benefit of the Project. The Parties shall collectively act to establish and accomplish mutually agreed-upon Project Goals that they shall set forth in the Target Criteria Amendment to this Agreement.

§ 1.1.2 The Parties intend to establish a Target Cost for the Project and to amend this Agreement to incorporate the Target Cost. To the extent that the Actual Cost is less than the Target Cost, the Parties shall share in any savings realized in accordance with the terms of this Agreement. To the extent the Parties have agreed to Project Goals, they shall be set forth in Target Criteria Amendment and the Parties shall be compensated for achieving such Project Goals as specified in this Agreement.

§ 1.1.3 The Parties shall identify key Project participants such as separate contractors, Subcontractors, Consultants and suppliers critical to the definition and accomplishment of Project Goals and involve them at appropriate times for the benefit of the Project.

§ 1.1.4 The Parties agree, where practicable, to employ collaborative technologies such as Building Information Modeling (BIM) and digital collaboration tools. The Project Management Team may choose to augment Models with additional materials including, but not limited to, physical models, renderings, sketches, drawings, reports, or specifications.

## § 1.2 Integrated Project Delivery Phasing

The Parties shall deliver the Project in the following phases: Conceptualization, Criteria Design, Detailed Design, Implementation Documents, Agency Review, Buyout, Construction, and Closeout. The descriptions of these phases and the Parties' respective responsibilities during each phase are more fully set forth in the General Conditions, attached hereto as Exhibit A.

## ARTICLE 2 MANAGEMENT OF THE PROJECT

### § 2.1 Project Executive Team

§ 2.1.1 The Project Executive Team shall make decisions as well as plan and manage the Project in such a manner as to allow the Parties to achieve the Project Goals and successfully complete the Project. The Project Executive Team shall exercise its authority in the best interests of the Project. The Project Executive Team may delegate its responsibilities to others, including the Project Management Team, if in the view of the Project Executive Team such delegation is in the best interests of the Project. The Project Executive Team is not responsible for supervising any Party's employees nor is it authorized to direct the actions of any Party's employees and shall not be responsible for the failure of any Party to perform its obligations.

§ 2.1.2 Decisions by the Project Executive Team must be unanimous. If the Project Executive Team is unable to reach a unanimous decision, it may submit the matter to the dispute resolution process set forth in Article 9, Dispute Resolution.

§ 2.1.2.1 In the event the Project Executive Team is unable to reach unanimous decision, the Owner may issue a directive within the general scope of the Contract with regard to the matter. The Owner's Directive shall be issued in writing and provide clear direction to the Parties. The Parties shall comply with the Owner's Directive. To the extent the Owner's Directive requires an increase in the Target Cost or Contract Time or otherwise materially impacts achieving a Project Goal, the directive shall identify the Owner's proposed modifications to the Target Criteria Amendment. Any dispute regarding an Owner's Directive issued under this section shall be resolved pursuant to the terms of Article 9, Dispute Resolution.

§ 2.1.3 The Project Executive Team shall consist of one representative from each of the Parties. The Parties' respective representatives are identified below:

Owner:  
Architect:  
Contractor:  
Additional Parties, if any:

The Parties' representatives shall have full authority to bind their respective organizations in all matters within the scope of the Project Executive Team's authority.

### § 2.2 Project Management Team

§ 2.2.1 The Project Management Team is responsible for executing the decisions and directives of the Project Executive Team, or any Owner Directives issued pursuant to this Article 2. The Project Management Team shall be responsible for the day-to-day management of the Project, including the scheduling and coordination of the Parties' activities required to complete the Project in a collaborative and integrated manner. The Project Management Team is responsible for establishing the procedures and processes necessary to achieve Project Goals including such protocols and understandings as are necessary to implement collaborative technologies, such as Building Information Modeling. The Project Management Team is not responsible for supervising any Party's employees nor is it authorized to direct the actions of any Party's employees and shall not be responsible for the failure of any Party to perform its obligations. When appropriate, the Project Management Team shall plan and implement programs to improve Project performance and shall develop Recovery Plans as required by Section 5.4 of this Agreement.

§ 2.2.2 The Project Management Team shall consist of one representative from each Party. The Parties' representatives shall use their knowledge, skill, and expertise to benefit the Project. The Project Management Team shall develop such communication and management protocols as appropriate to carry out its responsibilities, including whether and to what extent to colocate team members. The Parties acknowledge the importance of selecting Consultants, Subcontractors, and suppliers who can operate effectively within a collaborative environment; and the Project Management Team shall establish a set of pre-qualification criteria and selection protocols to facilitate the selection of Project participants who can successfully perform within a collaborative environment.

§ 2.2.2.1 The Project Management Team may choose to include, as non-voting advisers, representatives from certain key Project participants that are not parties to this Agreement in order to bring to bear their unique skills and expertise on particular matters.

§ 2.2.3 Decisions by the Project Management Team shall be unanimous. Subject to a subsequent decision by the Project Executive Team and the Dispute Resolution Committee, the Parties agree to be bound by any decision rendered by the Project Management Team. If the team representatives are unable to reach a unanimous decision on a matter, any Party's Project Management Team representative may refer the matter to the Project Executive Team for decision.

§ 2.2.4 The Project Management Team shall create and maintain a Project work plan for review and approval by the Project Executive Team. The Project work plan shall set forth the process by which the Project Management Team proposes to develop a Project Definition consistent with the Owner's Criteria. The Project work plan shall also contain a schedule for accomplishing the work necessary to develop the various elements of the Target Criteria Amendment. Upon execution of the Target Criteria Amendment, the Project Management Team shall supplement the Project work plan to describe the process by which the Project Management Team expects to achieve the Project Goals and successfully complete the Project.

§ 2.2.5 A primary responsibility of each Party is to communicate to its employees the importance of adhering to Integrated Project Delivery principles and to provide training and guidance as necessary. The Project Management Team shall assist the Parties in these efforts and shall be responsible for monitoring training for the employees of key Project participants focused on Integrated Project Delivery principles.

§ 2.2.6 The Project Management Team shall develop mutual understandings with respect to Project quality and communicate such understandings to all Project participants. The Project Management Team shall monitor Project quality through the implementation of appropriate Project quality control and assurance procedures. The Project Management Team's Project quality understandings and procedures shall be set forth in writing and delivered to the Project Executive Team for review and approval.

§ 2.2.7 The Parties' respective representatives to the Project Management Team are identified below:

Owner:  
Architect:  
Contractor:  
Additional Parties, if any:

The Parties' representatives shall have full authority to bind their respective organizations in all matters within the scope of the Project Management Team's authority.

## § 2.3 Issue Resolution

§ 2.3.1 The Parties shall develop protocols by which Project issues shall be raised and reviewed by the Project Management Team and Project Executive Team. Such protocols shall include, but not be limited to, any notice requirements for raising matters to be addressed, required supporting documentation, and time frames within which team members must render a decision. The Parties shall endeavor to resolve all Project issues through direct discussions at meetings of the Project Management Team. Issues not resolved by the Project Management Team may be submitted by any Party's Project Management Team representative to the Project Executive Team. Issues that are not resolved by the Project Executive Team may be referred by any Party's Project Executive Team representative for resolution under Article 9, Dispute Resolution.

§ 2.3.2 If the resolution of any issue results in a change to the Target Cost or the Contract Time, the Project Management Team shall prepare a proposed Change Order for review and approval by the Project Executive Team. If the Project Executive Team agrees to a change, the Parties shall execute a Change Order. In the event the Project Executive Team fails to agree, the Project Executive Team representative of any Party may submit the matter to be resolved pursuant to Article 9, Dispute Resolution.

#### § 2.4 Team Meetings, Communications and Recordkeeping

§ 2.4.1 The Project Executive Team shall establish a meeting schedule, which shall include regular meetings with the Project Management Team. The Project Management Team shall establish a regular meeting schedule, which, unless the Project Management Team agrees otherwise, shall require meetings no less frequently than weekly. Special meetings of either the Project Executive Team or the Project Management Team may be called by any team member upon two business days' written notice to the other team members. The notice shall specify the reasons for the meeting and include a proposed agenda and any documents material to the subject matter for discussion.

§ 2.4.2 The Parties acknowledge that timely sharing of relevant Project information among the Parties and, when relevant and applicable, among other Project participants, is important to the success of the Project. Accordingly, communications for purposes of sharing such information are not based on a contractual hierarchy, and team members, their Consultants, Subcontractors, advisors, and agents are encouraged to share information directly with one another.

§ 2.4.3 The Project Executive Team and Project Management Team shall each elect a chair. The chair may delegate administrative and recordkeeping responsibilities to one or more of the representatives. All decisions directly affecting Target Cost, Actual Cost, Project Goals, Contract Time or otherwise bearing materially on the success of the Project, shall be recorded in the teams' minutes, which shall be timely distributed to all team members and, where appropriate, to other key Project participants. Meeting minutes shall be prepared for all meetings of the Project Management Team, and shall be timely distributed to all team members, the Project Executive Team and, where appropriate, other Project participants. Meeting minutes shall be prepared for all meetings of the Project Executive Team, and shall be timely distributed to all team members, the Project Management Team, and, where appropriate, other Project participants.

### ARTICLE 3 RESPONSIBILITIES AND PARTIES

#### § 3.1 Collaboration Responsibilities

§ 3.1.1 In addition to performing its individual responsibilities, each Party shall collaborate with the other Parties and key Project participants toward the successful accomplishment of the Project. Collaboration shall occur during all aspects of design and construction of the Project.

§ 3.1.2 The Parties' specific obligations during the Conceptualization and Criteria Design phases shall be set forth below.

*(Identify the services and other obligations of the Parties or the document in which the Parties have set forth their respective responsibilities during the Conceptualization and Criteria Design phases.)*

#### § 3.2 Owner Responsibilities

§ 3.2.1 In accordance with Article 4, Compensation, the Owner shall pay for the Work performed by the Parties to develop the Target Criteria Proposal and the Target Criteria Amendment. If the Owner accepts the Target Criteria Proposal and the Parties execute the Target Criteria Amendment, the Owner shall thereafter pay to the Parties the Actual Cost, including earned Goal Achievement Compensation, to complete the Project, as well as all earned Incentive Compensation.

§ 3.2.2 The Owner shall timely furnish the services specifically required of it in the Contract Documents. To the extent the Owner furnishes those services through agreements with its own Consultants and contractors, the Owner shall furnish to the other Parties copies of the scopes of services in such agreements. With the assistance of the Project Management Team, the Owner shall coordinate the services of its own Consultants and contractors with those services furnished by others.



### § 3.2.3 Owner Responsibilities Prior to Execution of the Target Criteria Amendment

The Owner shall provide the information and services required of it in the Contract Documents, including those items identified in Section 3.1.2, to develop the Target Criteria Proposal and Target Criteria Amendment.

### § 3.2.4 Owner Responsibilities Following Execution of the Target Criteria Amendment

Upon the Parties' execution of the Target Criteria Amendment, the Owner shall provide the portions of the Work required of the Owner as described in the Contract Documents including those required of the Owner in the Target Criteria Amendment.

§ 3.2.5 Throughout the course of the Project, the Owner shall participate in the management process for the Work as required in the Contract Documents. Accordingly, the Owner shall provide the representatives identified in Article 2, Management of the Project, to serve on the Project Executive Team and Project Management Team.

## § 3.3 Architect Responsibilities

### § 3.3.1 General

§ 3.3.1.1 The Architect shall provide the Architect's Services, including planning, design and construction contract administration services, as set forth in the Contract Documents.

§ 3.3.1.2 The Architect shall perform the Architect's Services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform the Architect's Services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 3.3.1.3 Throughout the course of the Project, the Architect shall participate in the management process for the Work as required in the Contract Documents. Accordingly, the Architect shall provide the representatives identified in Article 2, Management of the Project, to serve on the Project Executive Team and Project Management Team.

### § 3.3.2 Architect Services Prior to Execution of the Target Criteria Amendment

The Architect shall provide the Architect's Services required of it in the Contract Documents, including those Architect's Services identified in Section 3.1.2, to develop the Target Criteria Proposal and Target Criteria Amendment.

### § 3.3.3 Architect Services Following Execution of the Target Criteria Amendment

Upon the Parties' execution of the Target Criteria Amendment, the Architect shall provide the Architect's Services described in the Contract Documents including those required of the Architect in the Target Criteria Amendment.

## § 3.4 Contractor Responsibilities

### § 3.4.1 General

§ 3.4.1.1 The Contractor shall provide the Contractor's Work as set forth in the Contract Documents.

§ 3.4.1.2 The Contractor shall perform the Contractor's Work required under the Contract Documents consistent with the skill and care ordinarily provided by a contractor in the same or similar locality under the same or similar circumstances. The Contractor shall perform the Contractor's Work as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

§ 3.4.1.3 Throughout the course of the Project, the Contractor shall participate in the management process for the Work as required in this Agreement. Accordingly, the Contractor shall provide the representatives identified in Article 2, Management of the Project, to serve on the Project Executive Team and Project Management Team.

### § 3.4.2 Contractor Work Prior to Execution of the Target Criteria Amendment

§ 3.4.2.1 The Contractor shall provide the Contractor's Work required of it in the Contract Documents, including those items identified in Section 3.1.2, to develop the Target Criteria Proposal and Target Criteria Amendment.

### § 3.4.3 Contractor Work Following Execution of the Target Criteria Amendment

Upon the Parties' execution of the Target Criteria Amendment, the Contractor shall perform the Contractor's Work as required in the Contract Documents and in the Target Criteria Amendment.

### § 3.5 Additional Party Responsibilities

*(Set forth below, in detail, the responsibilities of any additional Parties to this Agreement.)*

### § 3.6 Key Project Personnel

Each Party has identified the following key Project personnel, if any. Each Party agrees that it shall not remove or replace any of the identified key Project personnel without the approval of the Project Management Team, which approval shall not be unreasonably withheld.

*(Set forth below the key Project personnel for each Party, if any.)*

## ARTICLE 4 COMPENSATION

§ 4.1 The Owner shall reimburse the other Parties for their Cost of the Work, as that term is defined in Section A.13 of Exhibit A, General Conditions, incurred in the performance of their obligations under the Contract Documents. Except as otherwise provided in the Contract Documents, the Owner's obligation to reimburse the other Parties for their Cost of the Work shall continue regardless of whether Actual Costs exceed the Target Cost.

### § 4.2 Labor Costs

§ 4.2.1 If the Owner's payments for Labor Costs are to be based on negotiated hourly rates, insert the rates below. The rates shall be adjusted in accordance with the Parties' respective normal review practices. It is understood that any rates identified below, or subsequently agreed upon, incorporate all Labor Costs identified in Sections A.13.1.1.2 through A.13.1.1.5 of Exhibit A, General Conditions.

*(If applicable, attach an exhibit of hourly rates or insert them below.)*

Party	Employee or Category of Employee	Hourly Rate
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§ 4.2.2 If the Owner's payments for Labor Costs are not to be based on negotiated hourly rates, the Labor Costs shall be determined in accordance with Sections A.13.1.1.2 through A.13.1.1.5 of Exhibit A, General Conditions.

*(For each Party, if applicable, insert any agreed upon overhead rate as a percentage to be applied to the Parties' Labor Costs listed below, or other method for calculating an overhead rate.)*

Party	Method of Calculating Overhead Rate
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§ 4.2.3 If the Parties agree to a not-to-exceed amount for the development of a Target Criteria Proposal, such amount shall be set forth below

*(If applicable, insert the maximum not-to-exceed amount below.)*

#### § 4.2.4 Compensation for Labor Costs When Actual Costs Exceed the Target Cost

When Actual Costs for the Project exceed the Target Cost, as adjusted under the Contract Documents, the Owner's obligation to reimburse the other Parties' Labor Costs shall be as follows:

*(Check the appropriate box.)*

- The Owner shall reimburse the Parties for all Labor Costs in accordance with Section 4.2.
- The Owner shall not be required to reimburse the other Parties for any further Labor Costs incurred.
- Other: *(Identify)*

If the Parties fail to make a selection above, the Owner shall reimburse the Parties for all Labor Costs in accordance with Section 4.2.

§ 4.3 The Owner shall pay the Parties in accordance with Article A.12 of Exhibit A, General Conditions. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the principal place of business of the affected Party.

*(Federal, state or local laws may require payment within a certain period of time. Insert rate of monthly or annual interest agreed upon, if any.)*

#### § 4.4 Incentive Compensation

§ 4.4.1 Upon final completion of the Project as set forth in Section A.12.9 of Exhibit A, General Conditions, if the Actual Costs are less than the Target Cost, then the Owner shall pay to the other Parties, as Incentive Compensation, a portion of the difference between the Actual Costs and the Target Cost, as follows:

*(Insert each Party's proportionate share of any savings realized as Incentive Compensation.)*

§ 4.4.1.1 The Owner shall pay Incentive Compensation earned under this Agreement in a lump sum payment ( ) days following final payment. Amounts unpaid ( ) days after final payment shall bear interest at the rate required in Section 4.3.

#### § 4.5 Goal Achievement Compensation

§ 4.5.1 Project Goals shall be set forth in the Target Criteria Amendment. For each Project Goal, the Owner and the other Parties shall agree either on an amount, or on the method to determine an amount, available to the other Parties as Goal Achievement Compensation.

§ 4.5.2 Upon achievement of a Project Goal, the other Parties are each entitled to invoice the Owner for their respective Goal Achievement Compensation as set forth in the Target Criteria Amendment.

§ 4.5.3 Goal Achievement Compensation for each Project Goal shall be payable by the Owner upon achievement of such Project Goal. Amounts unpaid by the Owner ( ) days after the invoice date shall bear interest at the rate required in Section 4.3.

§ 4.5.4 If Actual Costs for the Project exceed the Target Cost, as adjusted under the Contract Documents, the Owner shall not be relieved of its obligation to pay the other Parties any Goal Achievement Compensation earned on the Project.



#### § 4.6 Record Keeping and Owner Audit Rights

§ 4.6.1 The Parties shall keep detailed records and accounts related to the Cost of the Work to substantiate all costs incurred and exercise such controls as may be necessary for proper financial management under the Contract Documents. The Parties shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

§ 4.6.2 The other Parties' accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the other Parties' respective records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Consultant or Subcontractor proposals, purchase orders, vouchers, memoranda and other data relating to the Contract Documents. Agreed upon rates, unit prices, lump sums and other agreed upon fixed dollar amounts shall not be subject to audit.

§ 4.6.3 Any information relating to accounting records, business methods, including methods for determining costs and expenses for purposes of determining the Actual Cost, and other related business and accounting information a Party provides to the Owner or the other Parties, shall be deemed confidential and business proprietary. Accordingly, the receiving Party shall be subject to the requirements set forth in Section 11.5 with regard to maintaining the confidentiality of such information. This provision applies regardless of whether the transmitting Party designates such information as "confidential" or "business proprietary."

### ARTICLE 5 TARGET CRITERIA AMENDMENT AND TARGET COST

#### § 5.1 Target Criteria Proposal

The Parties shall jointly develop a Target Criteria Proposal for the Owner's final review and acceptance. To do so, the Parties shall perform the pre-Target Criteria Amendment services set forth in the Contract Documents, including Section 3.1.2, and shall undertake the actions required under Articles A.4 and A.5 of Exhibit A, General Conditions, including the development of Project Goals, a Target Cost, a Project Definition and a Project Schedule.

#### § 5.2 Accepting or Rejecting the Target Criteria Proposal

At the conclusion of the Criteria Design phase, the Parties other than the Owner shall agree upon a Target Criteria Proposal, making all such adjustments to the Project Definition and Project Schedule as necessary. If the Owner accepts the Target Criteria Proposal, the agreed-to Target Criteria, including the Target Cost, shall be set forth in the Target Criteria Amendment to this Agreement. In the event the Parties are unable to arrive at a mutually agreeable Target Cost or are otherwise unable to execute the Target Criteria Amendment, this Agreement shall terminate pursuant to Section 10.2.1.

#### § 5.3 Adjusting the Target Cost

§ 5.3.1 Upon the execution of the Target Criteria Amendment, the Target Cost shall not be adjusted except as stated in this Section 5.3, or upon the unanimous, written agreement of the Parties. A Target Cost adjustment must be recorded as a Modification to this Agreement. If the Parties cannot agree with respect to adjusting the Target Cost, the Parties shall resolve the matter pursuant to Article 9, Dispute Resolution.

§ 5.3.2 The Target Cost may be adjusted as a result of agreed upon quantity variations for specified units for which unit pricing has been provided in accordance with Section A.5.8.1 of Exhibit A, General Conditions; costs variations from specified allowances established in accordance with Section A.5.8.1 of Exhibit A, General Conditions; Owner-initiated changes in the Project Definition; Owner-initiated changes to the Project Schedule; material defects and deficiencies in information or services required of the Owner by the Contract Documents; and events falling within Article 6, Force Majeure.

§ 5.3.3 The Target Cost shall be reduced to the extent that a Project Goal identified in the Target Criteria Amendment is not achieved and, as a result, Goal Achievement Compensation for the unachieved Project Goal is not awarded.

#### § 5.4 Monitoring and Maintaining the Target Cost

§ 5.4.1 The Parties agree that, in addition to achieving the identified Project Goals, a primary objective is to maintain the Target Cost. The Parties shall closely monitor Actual Costs and make such periodic cost projections as are necessary to satisfy all Parties that the Target Cost is being maintained. Unless agreed to otherwise, periodic cost projections shall be made monthly, shall identify all material variations between incurred Actual Costs and the Target Costs, and shall project those variations to Project completion.

§ 5.4.2 If any periodic cost projection reveals that the Target Cost may be exceeded for reasons that do not justify an adjustment to the Target Cost under Section 5.3, the Parties shall develop and unanimously approve a plan to maintain the Target Cost (Recovery Plan). The Recovery Plan may entail alterations to the Project Definition and Project Schedule.

§ 5.4.3 If any Party comes to believe or acquires information to suggest that the Target Cost may be exceeded for reasons that do not justify an adjustment to the Target Cost under Section 5.3, it shall immediately notify the other Parties in writing, setting forth the basis for its belief and any pertinent information acquired. The Parties shall then timely meet to evaluate the matter. If, after reviewing the matter, the Parties agree that it is likely the Target Cost will be exceeded, the Parties shall develop a Recovery Plan as necessary for review and approval by all Parties.

§ 5.4.4 If a Party identifies an occurrence or expected occurrence justifying an adjustment to the Target Cost under Article 6, Force Majeure, the Party shall notify the other Parties in writing and the Parties shall either appropriately adjust the Target Cost by unanimous written amendment or, upon the request of any Party, develop a Recovery Plan for review and approval by all Parties. Any Party shall have the right to require the Parties to attempt to develop an acceptable Recovery Plan.

§ 5.4.5 If the Target Cost is projected to be exceeded for reasons for which an adjustment is not justified under Section 5.3, Adjusting The Target Cost, the Parties shall jointly prepare a written Recovery Plan for review and approval by all Parties. If a Recovery Plan is not approved, the Parties shall proceed with the Work and take such mitigation steps as are reasonable to keep cost escalation to a minimum.

§ 5.4.6 Recovery Plans called for under this Section 5.4 shall be developed without consideration of which Party or Parties is (are) responsible for the failure to maintain the Target Cost. The Parties reaffirm their commitment to work collaboratively to maintain the Target Cost and to develop Recovery Plans when necessary. The Contract shall be appropriately amended through a Modification in the event the Parties approve a Recovery Plan.

## ARTICLE 6 FORCE MAJEURE

### § 6.1 Force Majeure Event

As used in this Agreement, a "Force Majeure Event" shall mean any act or event that prevents a Party from performing, or interferes with a Party's performance of, its obligations under the Contract Documents if such act or event is beyond the reasonable control of, and not the fault of, the Party. A Force Majeure Event shall include the following events: war; earthquake; fire; volcanic eruption; explosion; landslide; unusually severe weather; or other similar acts of God or the public enemy; unknown burial markers or archeological sites; conditions encountered at the site that are unknown physical conditions of an unusual nature differing materially from those normally found to exist and recognized generally as inherent in construction activities; strikes or labor disputes, but expressly excluding any strikes or labor disputes involving only employees or other direct labor of a Party; civil disturbance; unanticipated change in law; or action of a court or public authority that reasonable action by the Party could not have prevented.

### § 6.2 Excused Performance

Except for payment obligations accruing in accordance with the Contract Documents, if any Party is rendered wholly or partially unable to perform its obligations under the Contract Documents because of a Force Majeure Event, that Party shall be excused from whatever performance is affected by the Force Majeure Event to the extent so affected, provided that

- .1 the affected Party, within ten (10) business days after becoming aware of the occurrence of a Force Majeure Event, gives the other Parties written notice describing the particulars of the occurrence, including an estimation of its expected duration and probable impact on the performance of the Party's obligations, and thereafter continues to furnish timely, regular reports of its effects during the continuation of the Force Majeure Event;
- .2 the Party's suspended performance shall be of no greater scope and of no longer duration than is reasonably caused by the Force Majeure Event;
- .3 no failure of performance before a Force Majeure Event arose shall be excused as a result of a Force Majeure Event; and
- .4 the affected Party shall exercise all reasonable efforts to mitigate or limit damages to the other Parties, provided that, and notwithstanding anything in the Contract Documents to the contrary, the affected Party shall not be obligated to otherwise incur costs that would not normally be incurred in performance of its obligations under the Contract Documents in order to overcome any delay due to a Force Majeure Event, unless the Party is compensated for the costs incurred.

### § 6.3 Adjusting Target Cost for Force Majeure Events

The Target Cost shall be subject to adjustment based on the reasonable costs incurred as a result of a Force Majeure Event. If the Parties cannot reach agreement with respect to adjusting the Target Cost and other aspects of the Target Criteria Amendment, where applicable, the matter shall be resolved pursuant to Article 9, Dispute Resolution.

## ARTICLE 7 INSURANCE AND BONDS

### § 7.1 Insurance Program

The Parties shall retain an insurance consultant to provide advice and assistance with respect to integrated insurance products such as Owner or Contractor-Controlled Insurance Programs or with respect to the individual insurance requirements for the Parties and other Project participants. The Parties shall obtain from the insurance consultant recommendations with regard to the desirability and structure of an insurance program. Any insurance program the Parties select shall be instituted no later than execution of the Target Criteria Amendment and structured to provide adequate coverage at reasonable cost, striving to avoid duplication in coverage or exposure gaps. Once an insurance program is selected, the terms and requirements of the program shall be set forth in the Target Criteria Amendment. Each eligible Party shall enroll in, and cause any eligible Subcontractors and Consultants to enroll in, the selected insurance program. Each Party is entitled to receive copies of any policies required under this Article 7.

### § 7.2 Initial Insurance Requirements

Prior to implementation of the insurance program selected pursuant to Section 7.1, the Parties shall obtain the following coverages in such amounts and upon such terms as set forth below and in Article A.14 of Exhibit A, General Conditions. The Parties shall be required to maintain insurance in accordance with Section 7.2 and Article A.14 of Exhibit A, General Conditions, until such time as the Parties agree on an insurance program as set forth in Section 7.1:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to this Agreement, if any.)*

- .1 From Architect: Commercial General Liability, Automobile Liability, Workers' Compensation/Employers Liability, Electronic Data Processing Liability, and Professional Liability.
- .2 From Contractor: Commercial General Liability, Automobile Liability, Workers' Compensation/Employers Liability, and Electronic Data Processing Liability. If the Contractor performs professional services, it shall procure Professional Liability insurance.
- .3 From Owner: Commercial General Liability, Automobile Liability, Workers' Compensation/Employers Liability, and, no later than the commencement of any Work, appropriate property coverages.

### § 7.3 Bonds

The Parties shall purchase and provide bonds as set forth below.

*(State bonding requirements, if any.)*

Party	Type of Bond	Bond Amount
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## ARTICLE 8 RISK SHARING

### § 8.1 General Waivers of Claims and Liability

The Parties waive all claims against each other, except this waiver shall not extend to claims

- .1 arising out of a Party's willful misconduct;
- .2 arising out of any express warranty obligations of the Parties including those set forth under Section A.10.4 of Exhibit A, General Conditions, or an obligation to provide third-party warranties under the Contract Documents;
- .3 against the Owner for payment of amounts due under this Agreement. Nor shall the Parties' waiver restrict their ability to enforce their right to payment pursuant to applicable statutory law, including the right to enforce mechanics' liens or stop-notice rights;
- .4 arising out of any express indemnification obligations set forth in the Contract Documents, including those set forth in Exhibit A, General Conditions;
- .5 for failure to procure the insurance required under the Contract Documents;
- .6 to the extent insurance proceeds are available through insurance expressly required under the Contract Documents; and
- .7 for damages arising from liens, claims, security interests or encumbrances against the Project filed by persons or entities not a Party to this Agreement.

### § 8.2 Additional Waivers

The following waivers are in addition to those set forth in Section 8.1 and are not subject to the exceptions set forth in Section 8.1.

**§ 8.2.1 Waiver of Claims for Consequential Damages.** The Parties waive claims against each other for consequential damages arising out of or related to the Contract. This mutual waiver includes

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

This mutual waiver is applicable, without limitation, to all consequential damages due to any Party's termination in accordance with Article 10, Termination or Suspension. Nothing in this Section 8.2.1 shall be deemed to preclude an award of liquidated damages, where applicable, in accordance with the requirements of the Contract Documents.

**§ 8.2.2 Waivers of Subrogation.** The Parties waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, consultants, agents and employees, and each of the other, and (2) separate contractors described in Section A.10.16 of Exhibit A, General Conditions, 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 covered by property insurance obtained pursuant to this Contract or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Parties, as appropriate, shall require of the separate contractors described in Section A.10.16 of Exhibit A, General Conditions, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of the other Parties enumerated herein. The insurance policy or policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

### § 8.3 Indemnification against Claims for Property Damage or Bodily Injury

To the fullest extent permitted by law, a Party shall indemnify and hold harmless the other Parties and the 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 such Party's portion of the Work required under the Contract Documents, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Party providing the indemnification, anyone directly or indirectly



employed by it, or anyone for whose acts it may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a Party indemnified hereunder. The indemnification obligation under this Section 8.3 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable under workers' compensation acts, disability benefit acts, or other employee benefit acts. This indemnification obligation shall be limited, however, to the indemnifying Party's insurance coverage available for this indemnification obligation unless the Party failed to secure the coverage required of it by the Contract Documents.

#### § 8.4 Indemnification against Third-Party Claims for Vicarious Liability

To the fullest extent permitted by law, a Party shall indemnify and hold harmless the other Parties and the agents and employees of any of them to the extent of loss or damage, including but not limited to, attorneys' fees arising out of or resulting from a claim based upon vicarious liability arising from the act or omission of the indemnifying Party for which the indemnified Party is or is claimed to be liable, or the failure or alleged failure of the indemnifying Party to perform some obligation required of it under the Contract Documents.

#### § 8.5 Cooperation in the Defense of Third-Party Claims

Subject to all applicable legal and ethical considerations, including the need for independent legal counsel, the Parties shall cooperate to seek resolution of all third-party claims.

§ 8.6 Any claims or disputes permitted under this Article 8 shall be pursued only through the dispute resolution proceedings set forth in Article 9, Dispute Resolution.

### ARTICLE 9 DISPUTE RESOLUTION

#### § 9.1 General

All disputes between or among any of the Parties, arising out of or related to this Agreement, whether stated in contract, tort, warranty or otherwise, that are not resolved under Section 2.3, shall be subject to the provisions of this Article 9.

#### § 9.2 Continuing Contract Performance

Pending final resolution of a dispute, except as otherwise agreed in writing or as provided in Section A.12.8.13 of Exhibit A, General Conditions, and Article 10, Termination or Suspension, the Parties shall proceed diligently with performance of their contractual obligations, including any Owner's Directive issued pursuant to Section 2.1.2.1.

#### § 9.3 Initiation of Disputes

Disputes may be initiated in the following manner:

- .1 Upon written referral by the Project Executive Team.
- .2 After the Project Executive Team has failed to reach unanimous decision on any issue, any Party may initiate a dispute upon written notice by that Party to the other Parties.
- .3 On issues arising after final payment, upon notice by any Party to the other Parties.

#### § 9.4 Dispute Resolution Committee

All disputes initiated in accordance with Section 9.3 shall be referred to the Dispute Resolution Committee for resolution. The Dispute Resolution Committee shall consist of Party representatives in senior management with broad organizational responsibilities and the Project Neutral identified in this Section 9.4.

§ 9.4.1 The following individuals are designated as the Parties' respective members of the Dispute Resolution Committee:

Owner:  
Architect:  
Contractor:  
Additional Parties, if any:

The Party representatives of the Dispute Resolution Committee shall have full authority to bind their respective Party. If, at any time a dispute is initiated, a Party's designated representative is unable to serve, the Party shall appoint another person from senior management as its Party representative.

§ 9.4.2 The following individual is designated as the Project Neutral:

Project Neutral:

§ 9.4.2.1 In the event the Parties fail to designate a Project Neutral and the Parties cannot otherwise mutually agree upon a Project Neutral, or if the Project Neutral selected by the Parties is unable to serve, the Parties shall select a Project Neutral in accordance with the American Arbitration Association's Construction Industry Mediation Procedures.

#### § 9.5 Mediation through the Dispute Resolution Committee

§ 9.5.1 The Dispute Resolution Committee shall meet and confer within 15 days of initiation of a dispute. The Project Neutral shall endeavor to mediate a resolution of the dispute. Unless mutually agreed to otherwise, the mediation shall be conducted in accordance with the American Arbitration Association's Construction Industry Mediation Procedures in effect on the date of this Agreement. The Project Neutral shall decide all procedural matters such as scheduling and location of meetings. The Parties to the dispute shall share equally the fees and expenses of the Project Neutral. If a resolution is reached, the Project Neutral shall prepare a written settlement agreement setting forth the terms of the Parties' resolution and upon the Parties' execution of a settlement agreement, this Agreement shall be modified accordingly.

§ 9.5.2 Disputes shall be subject to mediation as a condition precedent to binding dispute resolution. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

#### § 9.6 Binding Dispute Resolution

If the Parties do not resolve a dispute through mediation pursuant to Section 9.5, the method of binding dispute resolution shall be the following:

*(Check the appropriate box. If the parties do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method, the dispute will be resolved by arbitration before the Project Neutral in accordance with the procedures determined by the Project Neutral.)*

- Arbitration before the Project Neutral in accordance with procedures identified by the Project Neutral
- Arbitration pursuant to Article A.15 of Exhibit A, General Conditions
- Other: *(Specify another method of binding dispute resolution such as litigation in a court of competent jurisdiction, dispute resolution board or a mini-trial.)*

### ARTICLE 10 SUSPENSION AND TERMINATION

#### § 10.1 Suspension

§ 10.1.1 The Owner may, without cause and upon seven days' written notice to the Parties, suspend the Project or one or more Party's performance under this Agreement.

§ 10.1.2 The Owner shall pay each Party whose performance is suspended all sums due prior to suspension, including earned Goal Achievement Compensation as of the date of suspension, plus an equitable amount for Goal Achievement Compensation not realized as a result of such suspension, and any expenses incurred by such Party, caused by or as a result of such suspension, and any other sums due under the Contract Documents.

§ 10.1.3 In the event of a suspension under this Section 10.1, and prior to the resumption of a Party's performance, the Target Cost and Project Schedule shall be adjusted for increases in the cost and time of performance caused by suspension, delay or interruption. No adjustment shall be made, however, to the extent

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

#### § 10.2 Termination

##### § 10.2.1 Automatic Termination

This Agreement shall terminate upon the Parties' failure to execute the Target Criteria Amendment. Upon such termination, the Owner shall pay to the other Parties all amounts due and owing under the Contract Documents at the time of such termination.



## § 10.2.2 Termination by Parties Other Than the Owner

§ 10.2.2.1 A Party other than the Owner, upon seven days' written notice to the other Parties, may terminate its obligations under this Agreement, if the Party's portion of the Work has been stopped for a period of 30 consecutive days through no act or fault of the Party or any of its agents or employees or any other persons or entities performing under direct or indirect contract with the Party, because the Owner has failed to make payments to the Party in accordance with the Contract Documents. In the event of such a termination, the Owner shall compensate the Party in accordance with section 10.2.3.2

§ 10.2.2.2 A Party other than the Owner may terminate its obligations under this Agreement if, through no act or fault of the Party or any of its agents or employees or any other persons or entities performing under direct or indirect contract with the Party, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 10.1 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion or 120 days in any 365-day period, whichever is less. In the event of such a termination, the Owner shall compensate the Party in accordance with Section 10.2.3.2

§ 10.2.2.3 In the event a Party other than the Owner terminates pursuant to this Section 10.2.2, any remaining Parties shall meet within 10 days of such termination to determine whether to proceed with the Project. If the remaining Parties cannot mutually agree upon the terms and conditions under which they shall continue with the Project, the Contract shall terminate and the Owner shall compensate the terminated Parties in accordance with Section 10.2.3.2.

## § 10.2.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause, upon seven days' written notice to the other Parties.

§ 10.2.3.1 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Parties shall

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

§ 10.2.3.2 In the event of a termination under this Section 10.2.3, the Owner shall pay the Parties all sums due and owing under the Contract, including earned Goal Achievement Compensation as of the date of termination plus an equitable amount for Goal Achievement Compensation not realized as a result of a termination and all Termination Expenses as defined in Section 10.2.3.2.1.

§ 10.2.3.2.1 Termination Expenses are in addition to compensation to the Parties required by the Contract and include expenses directly attributable to termination for which the Parties are not otherwise compensated, plus an amount for the Parties' customary profit as of the date of termination.

## § 10.2.4 Termination by the Owner for Cause

§ 10.2.4.1 The Owner may terminate the Contract, or the participation of one or more of the Parties to this Agreement, for cause if one or more of the Parties

- .1 repeatedly refuses or fails to supply enough labor or resources to adequately perform obligations under the Contract;
- .2 fails to make payments as required under their respective agreements with their Consultants and Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 10.2.4.2 If the Owner terminates one or more of the Parties to this Agreement pursuant to Section 10.2.4.1, the terminated Party or Parties shall not be entitled to receive further payment until the Project is completed. Upon completion of the Project, the Owner shall pay sums properly attributable to the terminated Party or Parties as a result of their performance prior to termination as that amount is determined by the remaining Parties, less damages and expenses incurred by the remaining Parties by virtue of such termination.

§ 10.2.4.3 In the event the Owner terminates one or more of the Parties to this Agreement pursuant to Section 10.2.4.1, but not the entire Contract, the remaining parties shall meet within 10 days of such termination to determine whether to proceed with the Project. If the remaining Parties cannot mutually agree upon the terms and conditions under which they shall continue with the Project, the Contract shall terminate and the Owner shall compensate such Parties in accordance with Section 10.2.3.2.

#### § 10.2.5 Continued Use of Instruments of Service

The Owner's right to continue using a terminated Party's Instruments of Service shall be as set forth in Section A.16.2 of Exhibit A, General Conditions.

§ 10.2.6 Any dispute arising from or related to a termination or suspension under this Article 10 shall be resolved pursuant to Article 9, Dispute Resolution.

### ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Nothing in this Agreement shall be interpreted to create or form any partnership or joint venture among the Parties and no Party shall represent that a partnership or joint venture has been created.

§ 11.2 Nothing in this Agreement shall create a contractual relationship with, or cause of action in favor of a third party against, any Party to this Agreement.

§ 11.3 Terms in this Agreement shall have the same meaning as those in AIA Document C191–2009, Exhibit A, General Conditions of the Multi-Party Agreement for Integrated Project Delivery.

§ 11.4 The Parties bind themselves, their respective agents, successors, assigns and legal representatives to this Agreement. No Party shall assign this Agreement without the written consent of the other Parties, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under the Contract Documents.

§ 11.5 If any Party receives information specifically designated by another Party as "confidential" or "business proprietary," or as otherwise required under Section 4.6.3 of this Agreement, the receiving Party shall keep such information strictly confidential and shall not disclose it to any other person, except to

- .1 its employees,
- .2 those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project,
- .3 its Consultants and contractors whose contracts include similar restrictions on the use of confidential information, or
- .4 its legal counsel, accountants, or in response to an order issued by a court.

§ 11.6 If a Party is requested to execute certificates, the proposed language of such certificates shall be submitted to the Party for review at least 14 days prior to the requested dates of execution. If a Party is requested to execute consents reasonably required to facilitate assignment to a lender, the Party shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Party for review at least 14 days prior to execution. A Party shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 11.7 Each Party shall have the right to include photographic or artistic representations of the Project among the Party's promotional and professional materials. Each Party shall provide appropriate professional credit to the other. Each Party shall be given reasonable access to the completed Project to make such representations. However, no Party's materials shall include the Owner's confidential or proprietary information if the Owner has previously advised the Party in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the other Parties in the Owner's promotional materials for the Project.

#### § 11.8 Failure to Pursue Remedies

The failure of any Party to seek redress for violation of, or to insist upon the strict performance of, any provision of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

## § 11.9 Governing Law

Unless the Parties mutually agree otherwise, this Agreement and the rights of the Parties hereunder shall be interpreted in accordance with the laws of the jurisdiction where the Project is located, and all rights and remedies shall be governed by such laws without regard to principles of conflict of laws.

## § 11.10 Special Terms and Conditions

Special terms and conditions that modify this Agreement are as follows:

## ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement among the Parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by each of the Parties.

§ 12.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document C191–2009, Standard Form Multi-Party Agreement for Integrated Project Delivery
- .2 AIA Document C191–2009, Exhibit A, General Conditions of the Multi-Party Agreement for Integrated Project Delivery
- .3 AIA Document C191–2009, Exhibit B, Legal Description of Project, or the following:
  - .4 AIA Document C191–2009, Exhibit C, Owner’s Criteria
  - .5 AIA Document C191–2009, Exhibit D, Target Criteria Amendment
    - .1 AIA Document C191–2009, Exhibit D, Exhibit AA: Target Cost Breakdown
    - .2 AIA Document C191–2009, Exhibit D, Exhibit BB: Project Definition
    - .3 AIA Document C191–2009, Exhibit D, Exhibit CC: Project Goals
    - .4 AIA Document C191–2009, Exhibit D, Exhibit DD: Integrated Scope of Services
    - .5 AIA Document C191–2009, Exhibit D, Exhibit EE: Project Schedule
    - .6 AIA Document C191–2009, Exhibit D, Exhibit FF, AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:
      - .7 AIA Document C191–2009, Exhibit D, Exhibit GG, AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
- .6 Other documents:  
*(List other documents, if any.)*

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

**PARTIES**

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
CONTRACTOR (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
OTHER (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
ARCHITECT (Signature)

\_\_\_\_\_  
(Printed name and title)

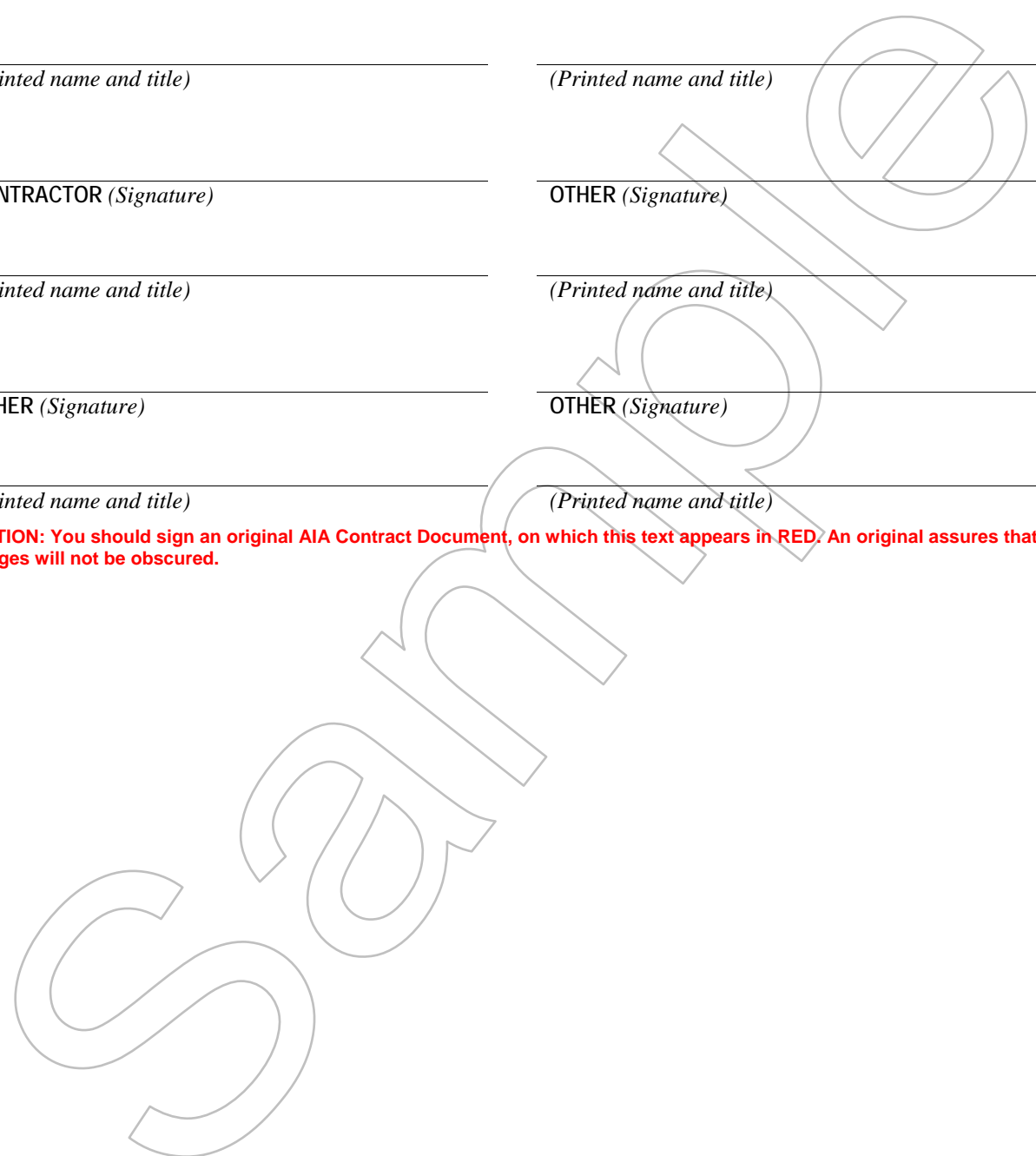
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(Printed name and title)

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OTHER (Signature)

\_\_\_\_\_  
(Printed name and title)

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**





# AIA<sup>®</sup> Document C191<sup>™</sup> – 2009 Exhibit A

## *General Conditions of the Multi-Party Agreement for Integrated Project Delivery*

for the following PROJECT:

*(Name, location or address, and general description of the Project to be completed pursuant to this Agreement)*

THE OWNER:

*(Name, legal status and address)*

THE ARCHITECT:

*(Name, legal status and address)*

THE CONTRACTOR:

*(Name, legal status and address)*

ADDITIONAL PARTIES:

*(Name, legal status and address)*

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

If additional Parties are identified, this Agreement, including each exhibit, should be carefully reviewed and modified as necessary.

## TABLE OF ARTICLES

- A.1 GENERAL PROVISIONS
- A.2 PARTIES' RESPONSIBILITIES
- A.3 CHANGES IN THE WORK
- A.4 CONCEPTUALIZATION PHASE
- A.5 CRITERIA DESIGN PHASE
- A.6 DETAILED DESIGN PHASE
- A.7 IMPLEMENTATION DOCUMENTS PHASE
- A.8 AGENCY REVIEW PHASE
- A.9 BUYOUT PHASE
- A.10 CONSTRUCTION PHASE
- A.11 CLOSEOUT PHASE
- A.12 PAYMENT
- A.13 COST OF THE WORK
- A.14 INITIAL INSURANCE REQUIREMENTS
- A.15 ARBITRATION
- A.16 MISCELLANEOUS PROVISIONS

Sample



## INDEX

(Article and section numbers and titles are in bold type. Because all article and section numbers in this Exhibit begin with the letter “A”, the letter “A” has been removed from numbers in this index.)

### Acceptance of Nonconforming Work

10.18.3, **10.20.3**

Acceptance of Work

12.8.5, 12.8.11

### Access to Work

#### **10.14**

Actual Cost

1.1.8, 2.4.3.3

**Actual Cost**, Definition of

#### **1.1.1**

Additional Costs

10.19.3.2

Aesthetic Effect

5.3.2

### After Substantial Completion (Correction of Work)

#### **10.20.2.2**

## AGENCY REVIEW PHASE

### **8**

Allowances

5.8.1.3, 13.1.4.5, 5.5

All-risk Insurance

14.2.1

Alternative Materials and Methods, Consideration of

5.3.2, 7.3

Applications for Payment

3.3.3, 11.1.1, 12.1, 12.1.1, 12.2, 12.3, 12.4, 12.5, 12.7, 12.8.3, 12.8.6, 12.9.1, 14.1.3

Approvals

2.2.2.4, 2.4.4.3, 7.6, 10.8.2, 10.10.5, 10.10.7, 10.10.10, 10.10.11, 10.10.12, 10.10.13, 16.5.1

## ARBITRATION

14.2.5, 13.1.4.7, **15**

## Architect

**2.3**, 12.8.4

Architect, Definition of

2.3.1.1

### Architect's General Services

#### **2.3.2**

Architect's Relationship with Contractor

2.4.4.3

Architect's Relationship with Subcontractors

5.3.3, 9.2.2.1

Architect's Services

9.2.2, 16.5.3

**Architect's Services**, Definition of

#### **1.1.2**

Asbestos

10.19.3.1

## Assigns

### **16.1**

Attorneys' Fees

10.19.3.3, 12.9.2, 13.1.4.7

Award of Separate Contracts

10.16

### Award of Subcontracts and Other Contracts for Portions of the Contractor's Work and Architect's Services

#### **9.2.2**

### Basic Definitions

#### **1.1**

### Before or After Substantial Completion (Correction of Work)

#### **10.20.2.1**

### Boiler and Machinery Insurance

#### **14.2.2**

Bonds

5.8.1.5, 11.1.7, 12.9.2, 13.1.4.9, 14.2.4

Bonds, Performance, and Payment

14.2.4

**Building Information Model**, Definition of

#### **1.1.10**

Building Information Models

2.4.2.2, 4.2, 7.6

Building Permit

10.6.1, 13.1.4.6

## BUYOUT PHASE

### **9**

### Capitalization

#### **1.2.4**

Certificate of Substantial Completion

11.1.1, 11.1.5, 11.1.6, 11.1.8

Certificates of Inspection, Testing or Approval

16.5.4

Certificates of Insurance

12.9.2, 14.1.3

### Change Orders

3.1.1, 3.1.2, **3.2**, 10.19.3.2, 12.4

**Change Orders**, Definition of

#### **3.2**

### CHANGES IN THE WORK

2.2.2.2, **3**, 3.1.1, 3.1.3, 3.3.1, 3.4, 12.4, 12.8.4, 14.2.4

### Cleaning Up

**10.13**, 10.16.3

## CLOSEOUT PHASE

### **11**

### Collaboration Standards Workshop, Conduct a

#### **4.2**

### Collaborative Performance

#### **2.1**

Commencement of the Work, Date of

7.7, 10.17.1.1

### Completion, Final

5.5, 11.1.1, 11.1.6, **12.9**

Completion, Substantial

5.5, 10.17.1.1, 10.17.1.2, 10.20.2.1, 10.20.2.2,

10.20.2.2.1, 10.20.2.2.2, 11.1.1, 11.1.2, 11.1.5, 11.1.6,

11.1.8, 14.1.2, 16.7

### Compliance with Laws

Init.

10.6, 10.19.2.2

## **CONCEPTUALIZATION PHASE**

**4**

Consent, Written

1.3, 2.3.1.2, 10.12.2, 10.18.1, 14.2.1.3, 15.4.2, 16.1.1

### **Consolidation or Joinder**

**15.4**

Construction by Owner or by Separate Contractors

10.16

## **CONSTRUCTION PHASE**

**10**

**Construction Schedules, Contractor's**

**10.8, 10.16.3**

**Consultant, Definition of**

**9.2.1.3**

**Consultant Costs**

**13.1.2**

**Consultants**

1.3, 5.3, 5.3.3, 5.3.4, **9.2**, 9.2.2, 10.19.3.3, 12.2, 12.5, 12.7, 12.8.1.3, 12.8.7, 12.8.8, 12.8.9, 12.8.12, 12.9.2, 12.9.3, 13.1.2.1, 13.1.4.8, 13.1.6.2, 14.2.1, 14.2.2, 14.2.3, 16.2.2, 16.2.3, 16.2.4

**Contract, Definition of**

**1.1.15**

Contract Documents

1.2.1, 2.4.4.4, 7.8, 10.1, 10.4, 10.8.2, 10.10.11, 10.10.12, 10.17.1.1, 10.18.1, 10.19.3.1, 10.19.3.4, 10.20.1.1, 11.1.4, 11.1.5, 11.1.7, 12.8.13, 12.9.1, 12.9.2, 13.1.4.2, 13.1.4.3, 13.1.4.4, 13.1.4.9, 13.1.5.4, 14.1.1.8, 14.1.1.9, 14.1.2, 14.2.2, 16.1.1, 16.2.2, 16.2.3, 16.5.1

Contract Time, Definition of

10.17.1.1

**Contract Documents, Definition of**

**1.1.14**

**Contract Documents, Correlation and Intent of the**

**1.2**

**Contractor**

**2.4, 5.6, 5.7, 5.8, 10.10.1, 10.10.5, 10.10.7, 10.10.9, 10.10.13, 10.12.1, 10.12.2, 10.13, 10.14, 10.16.3, 10.16.4.1, 10.16.4.3, 10.19.2.1.2, 10.19.3.1, 10.19.3.2, 10.19.3.6, 10.19.4, 11.1.1, 11.1.4, 11.1.7, 12.5, 12.8.4, 13.1.4.17, 13.1.5.6, 14.2.1.3, 16.5.2**

Contractor, Definition of

2.4.1

**Contractor's Construction Schedules**

2.4.1, **10.8**

**Contractor's Consultation Responsibilities**

**2.4.2**

**Contractor's Design Responsibilities**

**2.4.4**

Contractor's Employees

**10.3.3**

Contractor's Estimates

2.3.2.2, 2.4.3.1

Contractor's Liability Insurance

**14.1**

Contractor's List

11.1.3, 11.1.4, 11.1.5

Contractor's Relationship with Separate Contractors and Owner's Forces

5.3.3, 10.16.4.1

Contractor's Relationship with Subcontractors

9.2.2.1

Contractor's Relationship with the Architect

2.4.4.3

Contractor's Right to Stop the Work

10.19.3.1

Contractor's Submittals

2.4.4.2, 7.6, 10.8.2, 10.10.5, 10.10.6, 10.10.7, 10.10.8, 10.10.9, 10.10.10, 10.10.11

**Superintendent (Contractor's)**

**10.7, 10.19.2.6**

**Contractor's Supervision and Construction Procedures**

**10.2**

Contractor's Work

2.4.2.2, 7.7, 9.2.2, 9.2.3, 10.1, 10.2.1, 10.2.2, 10.3.1, 10.4, 10.8.1, 10.8.3, 10.10.4, 10.10.6, 10.10.7, 10.10.8, 10.12.1, 10.12.2, 10.14, 10.16.4.2, 10.19.2.1.2, 10.20.1.1, 10.20.1.2, 10.20.2.5, 11.1.1, 11.1.2, 11.1.4, 11.1.5, 11.1.6, 12.5, 16.5.1, 16.5.2, 16.5.3

**Contractor's Work, Definition of**

**1.1.3**

Contract Time

3.2.3, 3.3.1, 3.3.2, 10.17.1, 10.19.3.2, 10.20.1.1, 12.8.13

Contract Time, Definition of

10.17.1.1

Coordination

2.4.2.2, 5.2, 10.16.3

**Copyrights and Licenses**

1.3, 2.4.1, 10.15, 13.1.4.6, **16.2**

**Correction of Work**

**10.20.2**

**Correlation and Intent of the Contract Documents**

**1.2**

## **COST OF THE WORK**

1.1.1, **13**

Costs

2.4.2.1, 5.8.1, 5.8.2, 7.2, 10.2.2, 10.19.3.5, 12.8.4, 12.8.13, 13, 13.1.4.17, 16.2.3.1, 16.5.2, 16.5.3, 16.9

**Costs Not Included in the Cost of the Work**

**13.2**

**Costs of Materials and Equipment Incorporated in Completed Construction**

**13.1.3**

**Costs of Other Materials and Equipment, Temporary Facilities and Related Items**

**13.1.3.3**

## **CRITERIA DESIGN PHASE**

**5**

**Cutting and Patching**

**10.12, 10.16.4.4**

Damage to Construction of Owner or Separate Contractors

13.1.5.4

Date of Commencement of the Work

7.7, 10.17.1.1

Date of Substantial Completion

11.1.1, 11.1.6

Date of Substantial Completion, Definition of

10.17.1.2

Day, Definition of

10.17.1.3

**Decisions to Withhold Payment**

**12.8**

Defective or Nonconforming Work, Acceptance, Rejection and Correction of

10.4, 10.18.3, 10.20.2, 10.20.3, 13.1.5.3

Definitions

1.1

Design Professionals

2.4.4.2, 13.1.2.1

**DETAILED DESIGN PHASE**

**6**

**Discounts, Rebates, and Refunds**

**13.3**

Dispute Resolution process

5.8.2.4, 10.19.4, 12.8.4, 12.8.10, 13.1.4.7, 14.2.5,

15.1, 16.7

**Documents and Samples at the Site**

**10.9**

Drawings

1.1.5, 1.1.11, 1.2.2, 1.3, 2.4.4.2, 7.1, 7.6, 10.10,

10.10.1, 10.10.4, 10.10.5, 16.2.2

Drawings, Definition of

**1.1.5**

**Drawings and Specifications, Use and Ownership of**

**1.3**

**Early Procurement Schedule, Develop an**

**5.6**

**Elements Not Included in the Target Cost**

**5.8.2**

**Emergencies**

**10.19.4, 13.1.5**

Employees, Contractor's Equipment, Labor, Materials or

10.3.3, 10.19.2.1.1, 14.1.1.2

Environmentally Responsible Design

4.1, 5.3.1

Equipment (*See* Materials, Labor, Equipment and)

**Estimates**

2.3.2.2, **2.4.3**, 2.4.3.1

**Failure of Payment**

12.8.1.3, **12.8.13**

Faulty Work (*See* Defective or Nonconforming Work)

**Final Completion and Final Payment**

5.5, 10.20.3, **12.9**, 14.1.2

Fire and Extended Coverage Insurance

14.2.1.1

**General Consultation Responsibilities** (of Contractor)

**2.4.2**

**GENERAL PROVISIONS**

**1**

Goal Achievement Compensation

1.1.1, 5.4, 5.8.1.6

**Goal Achievement Compensation, Definition of**

**1.1.7**

Guarantees (*See* Warranty)

**Hazardous Materials**

2.2.2.6, 2.2.2.7, 10.19.2.4, **10.19.3**

Implementation Documents, The

6.3, 7.1, 7.3, 7.4, 7.5, 7.6, 7.8, 10.1, 10.9, 10.10.4, 10.10.5, 10.10.6

**IMPLEMENTATION DOCUMENTS PHASE**

**7**

**Incentive Compensation**

**1.1.8**, 16.9

Indemnification

10.19.3.3, 10.19.3.5, 10.19.3.6, 16.2.3.1

**Information and Services Required of the Owner**

**2.2.2**

**INITIAL INSURANCE REQUIREMENTS**

**14**

**Injury or Damage to Person or Property**

10.16.4.3, 10.19.2.5, **10.19.2.8**

Inspections

10.18.2, 11.1.1, 11.1.3, 11.1.5, 12.9.1, 13.1.4.6,

13.1.4.17, **16.5**, 16.5.6

Instruments of Service

2.2.1.4, 16.2.1, 16.2.2, 16.2.3, 16.2.4

**Instruments of Service, Definition of**

**1.1.11**

**INSURANCE**

5.8.1.5, 10.16.2, 11.1.6, 12.6, 12.9.2, 13.1.1.3,

13.1.4.8, 13.1.5.4, 13.1.5.6, **14**

**Insurance, Boiler and Machinery**

**14.2.2**

Insurance, Contractor's Liability

14.1

Insurance, Loss of Use

14.1.1.5

**Insurance, Parties' Liability**

**14.1**

Insurance Companies, Consent to Partial Occupancy

14.2.1.3

**Insurance Recoveries**

**16.8**, 16.9

**Integrated Project Delivery, Definition of**

**1.1.16**

**Integrated Scope of Services Matrix, Complete the**

**5.2**

**Intent of the Contract Documents**

**1.2**

**Interest**

**16.6**

**Interpretation**

Init.

## 1.2.5

### Joinder

## 15.4

### Labor and Materials

1.1.4, **10.3**, 10.4

### Labor Costs

## 13.1

#### Laws and Regulations

7.5, 8, 10.5, 10.6, 10.11, 10.18.1, 10.19.2.2, 13.1.1.3, 13.1.3.3.3, 13.1.4.1, 14.2.2, 15.2, 15.3, 16.5.1

Licenses (*See* Copyrights and Licenses)

#### Liens

11.1.7, 12.5, 12.7, 12.9.2, 12.9.3

#### Limitations, Statutes of

15.1.1

#### Loss of Use Insurance

14.1.1.5

### Materials, Hazardous

2.2.2.6, 2.2.2.7, 10.19.2.4, **10.19.3**

#### Materials, Labor, Equipment and

5.3.2, 10.3, 10.4, 10.13, 10.19.2.1.2, 10.19.3.4, 12.6, 13.1.3

#### Material Suppliers

5.3.3, 5.3.4, 7.2, 9.1, 10.10.1, 12.2, 12.7, 12.8.7, 12.8.8, 12.8.9, 12.8.12, 12.9.3, 13.1.2.2

#### Mechanic's Lien

12.7, 12.9.3

### Minimum Required Elements of Target Cost

2.4.3.1, **5.8.1**

### Minor Changes in the Work

3.1.1, **3.4**

### Miscellaneous Costs

## 13.1.4

## MISCELLANEOUS PROVISIONS

## 16

### Models

1.1.5, 1.1.10, 1.1.11, 1.2.2, 2.4.2.2, 5.3, 13.1.4.13

### Modifications, Definition of

1.1.14

### Modifications to the Contract

1.1.13, 7.3, 7.8, 14.2.1

### Mutual Responsibility

## 10.16.4

### Nonconforming Work, Acceptance of

10.18.3, **10.20.3**

### Nonconforming Work, Rejection and Correction of

13.1.5.3

### Notice

10.6.2

### Notice, Written

2.2.1.4, 10.19.2.8, 12.9.1, **16.3**

### Occupancy

**10.18**, 14.2.1.3

### Orders, Written

1.1.14, 3.3.1, 10.20.2.5

### Other Costs and Emergencies

## 13.1.5

## Owner

**2.2**, 2.4.2.3, 5.3, 5.6, 5.8.2.1, 10.9, 10.12.2, 10.16.3, 10.16.4.1, 10.19.3.2, 10.19.3.6, 10.20.1.2, 10.20.2.2.1, 10.20.2.5, 11.1.8, 12.1.2, 12.5, 12.6, 12.7, 12.8.3, 12.8.4, 12.8.5, 12.8.8, 12.8.9, 12.8.12, 12.8.13, 12.9.3, 13.1, 13.1.3.3.2, 13.1.4.5, 13.1.4.7, 13.1.4.8, 13.1.4.13, 13.1.5.5, 13.3.2, 14.2.1, 14.2.1.3, 14.2.2, 14.2.3, 14.2.4, 14.2.5, 16.1.2, 16.2.3, 16.2.4, 16.5.1

### Owner, Definition of

2.2.1.1

### Owner, Information and Services Required of the **2.2.2**

#### Owner's Budget

2.2.2.3, 2.4.2.1

#### Owner's Criteria

2.2.2.3, 4.1

### Owner's Directives

3.1.1, **3.3**, 10.20.2.6

#### Owner's Financial Capability

14.2.4

#### Owner's Liability Insurance

14.1, 14.2.1.3, 14.2.3, 14.2.4, 14.2.5

#### Owner's Loss of Use Insurance

14.1.1.5

### Owner's Right to Carry Out the Contractor's Work

**10.20.2.6**

### Owner's Right to Clean Up

**10.16.5**

### Owner's Right to Perform Construction and to Award Separate Contracts

**10.16**

### Owner's Right to Stop the Contractor's Work

**10.20.2.5**

### Partial Occupancy or Use

**10.18**, 14.2.1.3

### Parties' Liability Insurance

**14.1**

## PARTIES' RESPONSIBILITIES

**2**

### Patching, Cutting and

**10.12**, 10.16.4.4

### Patents

**10.15**, 13.1.4.3

## PAYMENT

2.2.2.2, 3.3.3, 10.18.1, 10.20.3, 11.1.8, **12**, 13.1.2.1, 13.1.2.2, 16.6, 16.9

### Payment, Applications for

3.3.3, 11.1.1, 12.1, 12.2, 12.3, 12.4, 12.5, 12.7, 12.8.3, 12.9.1, 14.1.3

### Payment, Decisions to Withhold

**12.8**

### Payment, Failure of

12.8.1.3, **12.8.13**

### Payment, Final

10.20.3, **12.9**, 14.1.2

### PCB

10.19.3.1

Performance Bond and Payment Bond  
14.2.4

**Permits, Fees, Notices and Compliance with Laws**  
7.5, 8, 10.5, **10.6**, 10.18.1, 10.19.2.2, 13.1.3.3.3,  
13.1.4.1, 13.1.4.2, 13.1.4.6, 14.2.2, 15.2, 15.3, 16.5.1

**Persons and Property, Protection of**  
**10.19**

Polychlorinated Biphenyl  
10.19.3.1

**Post Completion Costs and Recoveries**  
**16.9**

Product Data, Definition of  
10.10.2

Product Data and Samples, Shop Drawings  
5.3, **10.10**

Professional Design Services  
2.4.4.2

Project Closeout  
16.9

**Project Completion**  
**11.1**

Project Criteria  
4.1, 5.1, 5.3, 5.3.1

Project Criteria Design  
5.3

Project Definition  
4.1, 6.2, 6.3

**Project Definition, Develop a**  
5.1, **5.3**

Project Executive Team  
2.1

Project Goal  
1.1.7

**Project Goal, Definition of**  
**1.1.9**

**Project Goals, Develop the**  
**5.4**

Project Management Team  
2.1, 11.1.6, 12.1, 12.1.1, 12.2, 12.4, 12.6, 12.7, 12.8.1,  
12.8.2, 12.8.3, 12.8.6, 12.8.8, 12.8.10, 12.8.13, 12.9.1,  
12.9.2, 12.9.3, 13.1.2.2

**Project Schedule, Develop a**  
**5.5**

**Property Insurance**  
**14.2**

**Protection of Persons and Property**  
**10.19**

Rebates  
13.3.1

Recovery Plan  
6.2, 7.4, 10.2.2

**Refunds**  
**13.3**

Regulations and Laws  
2.4.4.4, 7.5, 8, 10.5, 10.6, 10.11, 10.18.1, 10.19.2.2,  
13.1.1.3, 13.1.3.3.3, 13.1.4.1, 14.2.2, 15.2, 15.3,  
16.2.2, 16.5.1

Rejection of Work

10.20.2.1, 13.1.5.3

**Related Party Transactions**  
**13.1.6**

Releases and Waivers of Liens  
11.1.7, 12.7, 12.9.2, 12.9.3

Remedies (*See* Rights and Remedies)

Representatives

2.2.1.1, 2.3.1.1, 2.4.1, 9.2.1.1, 9.2.1.2, 9.2.1.3, 16.1.1

Retainage

10.18.1, 11.1.6, 11.1.7, 11.1.8, 12.1.2

Review of Contractor's Submittals

2.4.4.2, 2.4.4.3, 7.6

**Rights and Remedies**

10.4, 10.16.4.3, 10.19.2.5, 10.19.3.5, **16.4**

Risk Management

5.8.1.5

**Risk Matrix, Develop a**

**5.7**, 5.8.1.2

**Royalties, Patents and Copyrights**

**10.15**

**Safety of Persons and Property**

10.2.1, **10.19.2**, 13.1.5.2

**Safety Precautions and Programs**

10.2.1, **10.19.1**

Samples, Definition of

10.10.3

**Samples, Shop Drawings, Product Data and**  
**10.10**

**Samples at the Site, Documents and**  
**10.9**

Schedule of Values

12.1.1

**Schedules, Construction**

2.4.1, 7.2, **10.8**, 10.16.3

Separate Contracts and Contractors

10.10.5, 10.12.2, 10.16.1, 10.16.3, 10.16.4.1,

10.16.4.3, 10.16.5, 12.8.4, 13.1.5.3, 13.1.5.4, 13.1.5.6,

16.2.3

Shop Drawings

2.4.4.2, 7.6, 7.8

Shop Drawings, Definition of

10.10.1

**Shop Drawings, Product Data and Samples**

**10.10**

**Site, Use of**

**10.11**

Site Inspections

12.8.6

Software and Data Exchange Protocols

4.2, 7.6, 16.2.1

Specifications

1.2.2, 2.4.4.2, 7.1, 10.10.12, 16.2.2

**Specifications, Definition of**

**1.1.6**

Statute of Limitations

15.1

Statute of Repose

14.1.2

Stopping the Work  
10.19.3.1, 12.8.13  
**Subcontractor**, Definition of  
**9.2.1.1**  
**Subcontractor and Consultant Costs**  
**13.1.2**  
**Subcontractors**  
2.4.2.2, 5.3, 5.3.3, 5.3.4, 7.2, 9.1, **9.2**, 10.10.1,  
10.19.2.1.2, 12.2, 12.7, 12.8.7, 12.8.8, 12.8.9, 12.8.12,  
12.9.2, 12.9.3, 13.1.6.2, 14.2.1, 14.2.2, 14.2.3  
**Subcontracts and Other Agreements**  
9.2.2, 13.1.2.2, **13.4**  
**Subcontractual Relations**  
**9.2.3**  
Submittals  
2.4.4.2, 2.4.4.3, 7.6, 10.8.2, 10.9, 10.10.5, 10.10.7,  
10.10.8, 10.10.9, 10.10.10, 10.10.11, 10.10.13  
Submittal Schedule  
10.8.2, 10.10.5, 10.10.10  
Subrogation, Waiver of  
10.16.2  
Substantial Completion  
5.5, 10.17.1.1, 10.17.1.2, 10.20.2, 10.20.2.1, 11.1.1,  
11.1.2, 11.1.5, 11.1.6, 14.1.2, 16.7  
Substantial Completion, Definition of  
11.1.2  
Substitutions of Materials  
10.3.2  
Sub-subcontractor, Definition of  
9.2.1.2  
Sub-subcontractors  
9.2.3, 10.10.1, 10.19.2.1.2, 12.8.7, 14.2.1, 14.2.2  
**Successors and Assigns**  
**16.1**  
**Superintendent**  
**10.7**, 10.19.2.6  
**Supervision and Construction Procedures**  
**10.2**  
Surety  
11.1.7, 11.1.8, 12.9.2, 13.1.5.3, 13.1.5.4, 13.1.5.6  
Surety, Consent of  
11.1.7, 11.1.8, 12.9.2  
Surveys  
1.1.11, 2.2.2.5  
Target Cost  
1.1.8, 2.2.2.2, 2.4.3.1, 2.4.3.3, 3.2.2, 3.3, 3.3.2, 5.3,  
5.8, 5.8.2, 7.4, 10.2.2, 10.19.3.2, 10.20.1.2, 10.20.3,  
12.1.1, 12.8.13, 13.1.5.1, 13.2.7, 14.2.1  
**Target Cost**, Definition of  
**1.1.12**  
**Target Cost Breakdown, Prepare a**  
**5.8**  
**Target Cost, Elements Not Included in the**  
**5.8.2**  
**Target Cost, Minimum Required Elements of**  
2.4.3.1, **5.8.1**  
Target Criteria  
3.2.4, 3.3.2

Target Criteria Amendment  
1.1.7, 1.1.9, 1.1.12, 1.1.14, 2.1, 2.2.2.4, 2.3.2.1,  
2.4.3.3, 4.1, 4.2, 5.2, 5.3, 5.4, 5.5, 5.8, **5.9**, 6.1, 6.2,  
6.3, 7.1, 7.3, 7.4, 7.8, 8, 9.1, 10.5, 10.6, 10.10.1,  
10.16.1, 10.17.1.1, 14.2.1, 16.5.1, 16.9  
**Target Criteria Amendment**, Definition of  
**1.1.13**  
**Taxes**  
**10.5**, 13.1.1.3, 13.1.4.1, 13.1.4.16  
Termination, of Contract  
5.9  
**Tests and Inspections**  
2.2.2.6, 2.2.2.7, 13.1.4.2, 13.1.4.17, **16.5**, 16.5.4  
**Time**  
**10.17**, 10.20.2.4  
**Time Limits on Claims**  
**16.7**  
Transmission of Data in Digital Form  
4.2, 7.6, 16.2.1  
**Uncovering and Correction of Work**  
**10.20**  
**Uncovering of Work**  
**10.20.1**  
**Use of Drawings, Specifications and Other**  
**Instruments of Service**  
**1.3**  
**Use of Site**  
**10.11**, 10.18, 14.2.1.3  
Values, Schedule of  
12.1.1  
Vendors (*See* Material Suppliers)  
Waiver of Liens  
11.1.7, 12.7, 12.9.2, 12.9.3  
Waiver of Subrogation  
10.16.2  
**Warranty**  
**10.4**, 10.20.2.2.1, 11.1.1, 11.1.6, 12.5, 16.7  
**Work**, Definition of  
**1.1.4**  
Written Consent  
1.3, 2.3.1.2, 10.12.2, 10.18.1, 14.2.1.3, 15.4.2, 16.1.1  
**Written Notice**  
2.2.1.4, 10.10.19, 10.19.3.2, 10.19.2.8, 10.19.3.2,  
10.20.2.2.1, 12.8.13, 12.9.1, 12.9.2, **16.3**, 14.1.3  
Written Orders  
1.1.14, 3.3.1, 10.20.2.5



## ARTICLE A.1 GENERAL PROVISIONS

### § A.1.1 Basic Definitions

#### § A.1.1.1 Actual Cost

The term “Actual Cost” means the Cost of the Work as that term is defined in Article A.13, plus all earned Goal Achievement Compensation. The Actual Cost and the Cost of the Work do not include costs or expenses the Owner independently incurs to plan, design, estimate, schedule, manage, construct, commission and closeout the Project or the cost of any contracts the Owner enters into with a separate contractor, unless specifically allowed pursuant to Section A.13.1.5.5.

#### § A.1.1.2 Architect’s Services

The term “Architect’s Services” means the professional services, including the planning, design, and construction contract administration, required of the Architect by the Contract Documents, whether completed or partially completed, and includes all other labor or services provided, or to be provided, by the Architect to fulfill the Architect’s obligations.

#### § A.1.1.3 Contractor’s Work

The term “Contractor’s Work” means the construction and services required of the Contractor 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.

#### § A.1.1.4 The Work

The term “Work” means the construction and services, including the Contractor’s Work and Architect’s Services, required of all the Parties by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services needed to complete the Project.

#### § A.1.1.5 The Drawings

The Drawings are graphic and pictorial representations showing the design, location and dimensions of the Work to be constructed, generally including Models, plans, elevations, sections, details, schedules and diagrams.

#### § A.1.1.6 The Specifications

The Specifications set forth the written requirements for materials, equipment, systems, standards and workmanship for the Work to be constructed, and for performance of related services.

#### § A.1.1.7 Goal Achievement Compensation

Goal Achievement Compensation means payments made to the Parties for achievement of any Project Goal identified in the Target Criteria Amendment.

#### § A.1.1.8 Incentive Compensation

Incentive Compensation means payments made to the Parties representing a portion of the difference between the Actual Cost and Target Cost where the Actual Cost is less than the Target Cost.

#### § A.1.1.9 Project Goal

Project Goal means a goal the Parties mutually establish and set forth in the Target Criteria Amendment.

#### § A.1.1.10 Building Information Model

The Building Information Model (Model(s)), is a digital representation of the physical and functional characteristics of the Project. The term “Model” may be used to describe a single model or multiple models used in the aggregate. “Building Information Modeling” (BIM) means the process and technology used to create the Model.

#### § A.1.1.11 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 provided by the Parties under the Contract Documents and their Consultants and Subcontractors under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, Models, sketches, drawings, specifications, and other similar materials.

#### § A.1.1.12 Target Cost

Target Cost is the sum of all estimated costs the Parties may incur to plan, design, construct and commission the Project, as set forth in the Target Criteria Amendment of the Contract.

#### § A.1.1.13 Target Criteria Amendment

Target Criteria Amendment is a Modification to the Agreement entered into at the conclusion of the Criteria Design Phase and prior to the commencement of the Detailed Design Phase.

#### § A.1.1.14 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Parties (hereinafter the Agreement) and consist of the Agreement; these General Conditions; the Target Criteria Amendment as modified from time to time, including any documents incorporated therein by reference; other documents listed in the Agreement; and Modifications issued after execution of the Agreement. A Modification is (1) a written amendment to the Contract signed by the Parties, (2) a Change Order, (3) an Owner's Directive issued by the Owner pursuant to Section 2.1.2.1 of the Agreement or (4) a written order for a minor change in the Work issued pursuant to Section A.3.4.

#### § A.1.1.15 The Contract

The Contract Documents form the Multi-Party Agreement for Integrated Project Delivery (hereinafter the Contract). The Contract represents the entire and integrated agreement between the Parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract shall not be construed to create a contractual relationship of any kind between a Party and any other Party's Consultants, Subcontractors or any of their agents.

#### § A.1.1.16 Integrated Project Delivery

Integrated Project Delivery is a project delivery approach that integrates people, systems, business structures and practices into a process that collaboratively harnesses the talents and insights of all participants to reduce waste and optimize efficiency through all phases of design, fabrication and construction.

#### § A.1.2 Correlation and Intent of the Contract Documents

§ A.1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Project by the Parties. The documents comprising the Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Parties 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.

§ A.1.2.2 Neither organization of the Specifications into divisions, sections and articles; arrangement of Drawings; organization of the Model; or the issuance of separate Models shall control the Parties in dividing the Work among Subcontractors or Consultants or in establishing the extent of Work to be performed by any Subcontractor or Consultant.

§ A.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.

#### § A.1.2.4 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.

#### § A.1.2.5 Interpretation

In the interest of brevity, words such as "all" and "any" and articles such as "the" and "an" may be omitted, 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.

#### § A.1.3 Use of Drawings, Specifications and Other Instruments of Service

Except as otherwise provided in Section 16.2, the Parties as well as Consultants, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized, solely and exclusively for use in completion of the Project, to use and reproduce the Instruments of Service provided to them. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Parties as well as Consultants, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use another author's Instruments of Service on other projects or for additions to this Project without the specific written consent of the Owner and the author of the Instruments of Service or as otherwise provided in Section 16.2.

## ARTICLE A.2 PARTIES' RESPONSIBILITIES

### § A.2.1 Collaborative Performance

Many of the duties and responsibilities set forth in the Contract are assigned to the Parties collectively. It is anticipated, however, that the Parties will complete Target Criteria Amendment, Exhibit DD: Integrated Scope of Services, to further allocate duties and responsibilities among the individual Parties and key Project participants. If a duty or responsibility is not specifically assigned in the Contract, the Project Management Team or the Project Executive Team shall delegate the responsibility to a particular Party. Throughout the Project, the Parties will use their best efforts to execute their duties and responsibilities in an expeditious and economical manner to achieve the successful completion of the Project.

### § A.2.2 Owner

#### § A.2.2.1 General

§ A.2.2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

§ A.2.2.1.2 The Owner shall furnish information or services required of the Owner by the Contract Documents in a timely manner. The Owner shall also furnish any other information or services under the Owner's control, and relevant to the performance of the other Parties, with reasonable promptness after receiving a written request for such information or services.

§ A.2.2.1.3 The other Parties shall be entitled to rely on the accuracy and completeness of information furnished by the Owner.

§ A.2.2.1.4 The Owner shall provide prompt written notice to the other Parties if the Owner becomes aware of any fault or defect in the Work, including errors, omissions or inconsistencies in the Instruments of Service.

#### § A.2.2.2 Information and Services Required of the Owner

§ A.2.2.2.1 The Owner shall provide information regarding requirements for and limitations on the Project, including a written program that shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. In addition, the Owner shall provide the other Parties with any existing information the Owner possesses regarding the Project site and any pre-existing structures.

§ A.2.2.2.2 Prior to the execution of the Target Criteria Amendment, any other Parties may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, any Party may request such evidence only if (1) the Owner fails to make payments to a Party as required by the Contract; (2) a change in the Work materially affects the Target Cost; or (3) a Party identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. If so requested, the Owner shall furnish such evidence as a condition precedent to commencement or continuation of any Work. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the other Parties.

§ A.2.2.2.3 The Owner's initial Budget for the Project is set forth in Exhibit C, Owner's Criteria. The Owner shall periodically review the Budget as appropriate and promptly communicate any changes or alterations in the Budget to the other Parties. Prior to execution of the Target Criteria Amendment, if circumstances arise that materially affect the Owner's Budget or the ability of the Owner to fund the Project, the Owner shall notify the other Parties. The Parties shall thereafter confer and determine the appropriate course of action. Prior to execution of the Target Criteria Amendment, if the Owner desires to significantly increase or decrease the Owner's Budget, the Owner shall promptly notify the other Parties of such intention. The Parties shall thereafter confer and determine the appropriate course of action.

§ A.2.2.2.4 Except for permits and fees that are the express responsibility of another Party under the Target Criteria Amendment, Exhibit DD: Integrated Scope of Services, or otherwise under the Contract Documents, including Section A.10.6.1, 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.

§ A.2.2.2.5 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 and legal information shall include, as

applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ A.2.2.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ A.2.2.7 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the Parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ A.2.2.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

### § A.2.3 Architect

#### § A.2.3.1 General

§ A.2.3.1.1 The Architect is the person or entity identified as such in the Agreement and is referred to as if singular in number. The Architect shall be lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. The term "Architect" means the Architect or the Architect's authorized representative.

§ A.2.3.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in this document shall not be restricted, modified or extended without written consent of the other Parties. Consent shall not be unreasonably withheld.

#### § A.2.3.2 Architect's General Services

§ A.2.3.2.1 The Architect shall manage the Architect's Services, consult with the Parties, research applicable design criteria, attend Project meetings, and report Project progress to the Parties in accordance with Target Criteria Amendment, Exhibit DD: Integrated Scope of Services.

§ A.2.3.2.2 The Architect shall provide estimates of its costs related to its services on the Project for the Contractor's use in preparing the Estimates in accordance with Section A.2.4.3.1.

§ A.2.3.2.3 Notwithstanding references to the Parties performing the Work, the Architect shall not be responsible for construction means, methods, techniques, sequences and procedures unless such services are specifically required by the Contract Documents for a portion of the Architect's Services.

### § A.2.4 Contractor

#### § A.2.4.1 General

The Contractor is the person or entity identified as such in the Agreement and is referred to as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The term "Contractor" means the Contractor or the Contractor's authorized representative.

#### § A.2.4.2 Contractor's Consultation Responsibilities

§ A.2.4.2.1 Throughout the development of the Project, the Contractor shall advise the Parties on proposed site use and improvements, selection of materials, and building systems and equipment. The Contractor shall also provide recommendations on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction costs, including costs of alternative designs or materials, the Owner's budget for the Project, and possible cost reductions.

§ A.2.4.2.2 The Contractor is responsible for assisting the other Parties throughout the design of the Project by providing cost and constructability information that will support the Architect's efforts to design the Project to achieve the Owner's Criteria. The Contractor shall coordinate design information between Subcontractors and the other Parties. To the extent practicable, the Contractor will manage Project information by using a Building



Information Model or Models linked to cost and schedule databases. The Contractor shall be responsible for constructing the Contractor's Work in accordance with the Contract Documents and commissioning the Project upon completion. The Contractor will schedule, supervise and direct all Subcontractors in the performance of their work. The Contractor is responsible for the performance of its Subcontractors.

§ A.2.4.2.3 The Contractor shall assist the Owner in connection with the Owner's responsibility for obtaining approval for the Contractor's Work from governmental authorities having jurisdiction over the Project.

#### § A.2.4.3 Estimates

§ A.2.4.3.1 The Contractor shall provide cost estimating services in collaboration with the other Parties throughout the design of the Project as specifically required in Articles A.4, A.5, A.6 and A.7, and at various other times agreed to by the Parties. The Estimates shall increase in detail and refinement as the Project progresses through the Conceptualization, Criteria Design, Detailed Design and Implementation Documents Phases and, as appropriate, the estimates shall include all minimum required elements of the Target Cost set forth in Section A.5.8.1 and any other elements the Parties agree to include in the Target Cost.

§ A.2.4.3.2 For each of the Estimates, the Contractor shall provide adequate detail to support the Estimate. The Contractor shall submit the Estimates for the Parties' review.

§ A.2.4.3.3 Following execution of the Target Criteria Amendment, unless expressly assigned to another Party, the Contractor, in collaboration with the other Parties, shall monitor the Actual Cost and make necessary cost projections for the purpose of comparing the projected Actual Cost to the Target Cost. The Contractor shall make recommendations to maintain the Target Cost.

#### § A.2.4.4 Contractor's Design Responsibilities

§ A.2.4.4.1 Notwithstanding references to the Parties preparing design documents, 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 Contractor's 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.

§ A.2.4.4.2 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 Contract Documents 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, 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 Contractor's Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Parties. The Parties 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 Contract Documents have specified all performance and design criteria that such services must satisfy.

§ A.2.4.4.3 The Architect and other design professional Parties, as designated in the Target Criteria Amendment, Exhibit DD: Integrated Scope of Services, will review, 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.

§ A.2.4.4.4 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, except to the extent such responsibility has been specifically assigned to and accepted by the Contractor, but the Contractor shall promptly report to the Parties any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Parties may require.

### ARTICLE A.3 CHANGES IN THE WORK

#### § A.3.1 General

§ A.3.1.1 Changes in the Work may be accomplished after execution of the Contract without invalidating the Contract, by Change Order, Owner's Directives issued pursuant to Section 2.1.2.1 of the Agreement, or an order for

a minor change in the Work, subject to the limitations stated in this Article A.3 and elsewhere in the Contract Documents.

§ A.3.1.2 A Change Order or an order for a minor change in the Work shall be based upon agreement among the Parties.

§ A.3.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Party or Parties whose Work is affected by the Change shall proceed promptly, unless otherwise provided in the Change Order or order for a minor change in the Work.

#### § A.3.2 Change Orders

A Change Order is a written instrument prepared by the Architect and signed by the Parties stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Target Cost;
- .3 The extent of the adjustment, if any, in the Contract Time; and
- .4 Any other adjustments in the Target Criteria.

#### § A.3.3 Owner Directives

§ A.3.3.1 An Owner's Directive is a written order issued by the Owner pursuant to Section 2.1.2.1 of the Agreement. The Owner may, through an Owner's 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 Target Cost and Contract Time being adjusted accordingly.

§ A.3.3.2 Upon receipt of an Owner's Directive, the other Parties shall promptly proceed with the directive and advise the Parties of their agreement or disagreement with the method, if any, provided in the Owner's Directive for determining the proposed adjustment in the Target Cost, Contract Time, or other elements of the Target Criteria.

§ A.3.3.3 The Parties may request payment for Work completed under the Owner's Directive in Applications for Payment.

#### § A.3.4 Minor Changes in the Work

The Parties may authorize minor changes in the Work not involving adjustment in the Target Cost or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. The Parties shall document such changes by written agreement signed by the Parties.

### ARTICLE A.4 CONCEPTUALIZATION PHASE

§ A.4.1 The Parties shall develop the Project Criteria from the information set forth in the Owner's Criteria, attached as Exhibit C to the Agreement, which the Parties shall discuss, augment and amend as mutually agreed. The Parties shall review the Owner's Criteria for the Project to ascertain the requirements of the Project and shall arrive at a mutual understanding of those requirements. The Parties shall prepare a preliminary evaluation and discuss possible alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. At a minimum, the preliminary evaluation shall take into consideration cost information, constructability, and procurement and construction scheduling issues. The Parties shall record their agreement regarding the general requirements of the Project, which understanding shall become the Project Criteria and be set forth in the Target Criteria Amendment, Exhibit BB: Project Definition.

#### § A.4.2 Conduct a Collaboration Standards Workshop

The Parties shall meet, at the earliest practical moment, to discuss and agree upon the types of software to be used on the Project and to establish protocols, standards and tolerances required for the proper execution of the Work. The Parties shall work together to establish the permitted uses for all digital information, including the Model, to be exchanged on the Project. Such determinations shall be set forth in AIA Document E201™-2007, Digital Data Protocol Exhibit and AIA Document E202™-2008 Building Information Modeling Protocol Exhibit, or similar protocol documents. The protocol documents shall form a part of the Agreement as Exhibit FF: Digital Data Protocol, and Exhibit GG: Building Information Modeling Protocol, respectively, to the Target Criteria Amendment.

### ARTICLE A.5 CRITERIA DESIGN PHASE

§ A.5.1 Based on the Project Criteria, the Parties shall continue to develop the Project Definition.



#### § A.5.2 Complete the Integrated Scope of Services Matrix

The Parties shall jointly complete the Integrated Scope of Services matrix. The Integrated Scope of Services matrix identifies the tasks required to plan, design, construct and commission the Project. For each task identified, one Party shall be assigned primary responsibility for performing the task. All remaining Parties agree to assist in the performance of the task to the extent of the Party's knowledge, skill and expertise. The Party with primary responsibility for performing a task may subcontract the task to others, but remains responsible for the successful performance of the task. Each Party is responsible for coordinating its own activities with the activities of other Parties, whether or not the activities are for primary performance or assistance. Where the Parties assign tasks to an individual or entity that is not a Party to the Agreement, a Party must be assigned the responsibility to coordinate, integrate and monitor completeness of the task. The completed Integrated Scope of Services matrix shall form a part of the Agreement as Exhibit DD: Integrated Scope of Services, to the Target Criteria Amendment.

#### § A.5.3 Develop a Project Definition

The Parties shall jointly develop a Project Definition upon which they shall base the Target Criteria Amendment including the Target Cost. The Project Definition shall provide critical information about the scope of the Project and shall define all elements having a material bearing on cost and schedule. It shall include, at a minimum, mutually agreed features of the Owner's Criteria; site information; regulatory information; identification of all Parties, key Consultants, Subcontractors and vendors; the Project Criteria; and the Project Criteria Design. The Project Criteria Design shall include any graphic representations, Models, product data and other information necessary to illustrate the Project Criteria. The Project Definition shall form a part of this Agreement as Exhibit BB: Project Definition, to the Target Criteria Amendment.

§ A.5.3.1 The Parties shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Project Criteria.

§ A.5.3.2 The Parties shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Project Criteria.

§ A.5.3.3 Prior to the conclusion of the Criteria Design Phase, the Contractor shall furnish to the other Parties a list of possible Subcontractors and material suppliers, not previously identified, consistent with Section A.9.2.2. Additionally, the Architect shall furnish to the other Parties a list of possible Consultants, not previously identified, consistent with Section A.9.2.2.

§ A.5.3.4 The Parties shall obtain information from Consultants, Subcontractors and material suppliers regarding proposed systems or products, such as material procurement scheduling, product data sheets, life cycle and energy efficiency data, cost data necessary to validate estimates and schedules for their scopes of work, tolerances, and prefabrication opportunities.

#### § A.5.4 Develop the Project Goals

The Parties shall jointly establish goals for the Project and agree upon the Goal Achievement Compensation to be paid for the achievement of specific Project Goals. The agreed-upon Project Goals and their associated compensation shall form a part of the Agreement as Exhibit CC: Project Goals, to the Target Criteria Amendment.

#### § A.5.5 Develop a Project Schedule

The Parties shall jointly develop a Project Schedule that shall set forth the anticipated dates of Substantial Completion, final completion, and any other material milestones. The Project Schedule shall include all the Work, and highlight items that could affect the Project's timely completion, including design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required for approval of submissions by authorities having jurisdiction over the Project. The Project Schedule shall form a part of the Agreement as Exhibit EE: Project Schedule, to the Target Criteria Amendment.

#### § A.5.6 Develop an Early Procurement Schedule

The Parties shall prepare a procurement schedule for items that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Target Criteria Amendment, the Owner shall procure the items on terms and conditions acceptable to the Contractor. Upon the establishment of the Target

Criteria Amendment, the Owner shall assign all contracts for these items to the Contractor and the Contractor shall thereafter accept responsibility for them.

#### § A.5.7 Develop a Risk Matrix

The Parties shall jointly develop a risk matrix that identifies the principal risks of planning, designing, constructing and commissioning the Project and determines primary responsibility for managing each risk identified. The Contractor shall be responsible for periodically updating the risk matrix and providing guidance to the Parties with respect to items contained therein. Each risk, unless mutually agreed otherwise, will be primarily managed by the person or entity best able to control the risk. The risk matrix shall be a project management tool only and it shall not be incorporated into the Agreement.

#### § A.5.8 Prepare a Target Cost Breakdown

The Target Cost Breakdown shall itemize the estimated Project costs, in order to identify with detail the various elements of the Target Cost. In consultation with the Parties, the Contractor shall be primarily responsible for developing an initial Target Cost Breakdown. The Target Cost Breakdown shall include the detail and support required to permit the Parties to properly evaluate the Target Cost. All fees and contingency amounts in the Target Cost Breakdown shall be clearly identified and explained. The Parties shall promptly respond to all inquiries from each other regarding the Target Cost and shall, upon request, provide such additional information as is reasonable under the circumstances. Upon the Parties' mutual agreement to a Target Cost, the Target Cost Breakdown shall form a part of this Agreement as Exhibit AA: Target Cost Breakdown, to the Target Criteria Amendment.

##### § A.5.8.1 Minimum Required Elements of the Target Cost

The Target Cost shall, at a minimum, contain the elements set forth below:

- .1 The expected cost to the Parties, other than the Owner, to plan, design, estimate, schedule, manage, construct, commission and closeout the Project, including the cost to develop the Target Criteria Amendment.
- .2 Reasonable contingencies for unidentifiable costs. The Parties shall utilize the risk matrix developed pursuant to Section A.5.7 in establishing the Target Cost contingencies.
- .3 Any allowance amounts, which shall be clearly identified and described.
- .4 Any unit pricing, which shall be clearly identified and described.
- .5 Expected costs of insurance, including risk management and insurance-related advice, and any bonds anticipated to be secured, but excluding deductibles and self-insured retentions.
- .6 All potential Goal Achievement Compensation payable under the Agreement and any Party's agreements with persons or entities not a party to the Agreement.
- .7 Any other costs the Parties expect to incur in performing their obligations under the Contract, including legal, accounting, administrative and licensing costs.

##### § A.5.8.2 Elements Not Included in the Target Cost

§ A.5.8.2.1 The Target Cost shall not include any costs or expenses the Owner independently incurs to plan, design, estimate, schedule, manage, construct, commission and closeout the Project as well as the cost of any contracts the Owner enters into with a separate contractor.

§ A.5.8.2.2 The Target Cost shall not include the costs of the land, rights-of-way, financing, or other costs that are the responsibility of the Owner.

§ A.5.8.2.3 The Target Cost shall not include any costs or expenses the Owner incurs to evaluate the Target Criteria Proposal through a cost consultant not a party to this Agreement.

§ A.5.8.2.4 The Target Cost shall not include any costs incurred by the Parties to participate in the Dispute Resolution process set forth in Article 9 of the Agreement.

#### § A.5.9 Target Criteria Amendment

In accordance with the terms of the Contract Documents, the Parties shall, prior to conclusion of the Criteria Design Phase, agree upon the Target Cost and execute the Target Criteria Amendment to the Agreement. If the Parties are unable to agree upon the Target Cost or otherwise execute the Target Criteria Amendment, the Contract shall terminate in accordance with Section 10.2.1 of the Agreement.

## ARTICLE A.6 DETAILED DESIGN PHASE

§ A.6.1 Upon the Parties' execution of the Target Criteria Amendment, the Parties shall provide the Detailed Design services required in the Contract Documents, including the Target Criteria Amendment.

§ A.6.2 Throughout the Detailed Design Phase, the Parties shall provide updates to the Target Criteria Amendment, including the Project Definition and any accepted alternatives. If at any time the updates indicate that the Target Cost may be exceeded, the Parties shall develop a Recovery Plan consistent with the requirements of Section 5.4 of the Agreement.

§ A.6.3 The Parties shall record their agreement to any changes or refinements to the Target Criteria Amendment, including the Project Definition. Upon the Parties' approval, such documents shall form the basis from which the Implementation Documents shall be developed.

## ARTICLE A.7 IMPLEMENTATION DOCUMENTS PHASE

§ A.7.1 Based on, and consistent with, the updated Target Criteria Amendment identified in Section A.6.3, the Parties shall perform the Implementation Documents services as required in the Contract Documents, including the Target Criteria Amendment, and prepare Implementation Documents. The Implementation Documents shall include Drawings and Specifications, these General Conditions, and any other documentation necessary to set forth in detail the requirements for the Work.

§ A.7.2 The Parties shall coordinate with Consultants, Subcontractors and material suppliers to obtain finalized cost information and schedules for their scopes of work.

§ A.7.3 During preparation of the Implementation Documents, the Parties shall continue to consider recommendations for alternatives, and shall incorporate accepted alternatives into the Implementation Documents. If accepted alternatives are inconsistent with the Target Criteria Amendment they shall be incorporated into the Target Criteria Amendment as a Modification.

§ A.7.4 Throughout the Implementation Documents Phase, the Parties shall monitor the development of the Implementation Documents for compliance with the requirements of the Target Criteria Amendment. If at any time it appears that the Target Cost may be exceeded, the Parties shall develop a Recovery Plan consistent with the requirements of Section 5.4 of the Agreement.

§ A.7.5 The Parties shall incorporate into the Implementation Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ A.7.6 Pursuant to an approved schedule, and in accordance with any digital data or Building Information Modeling protocols the Parties establish, the Contractor shall provide Shop Drawings and other submittals for the Architect's review and approval, and incorporation into the Implementation Documents. The review of such submittals shall be made pursuant to Section A.10.10.

§ A.7.7 The Parties shall agree, in writing, on the commencement date for construction of the Contractor's Work or portions thereof. If the Parties agree, the Contractor may begin construction of the Contractor's Work or portions thereof during the Implementation Documents Phase.

§ A.7.8 The Parties shall identify, by Modification, those portions of the Implementation Documents that are part of the Contract Documents. Implementation Documents not included as part of the Contract Documents shall not modify the Target Criteria Amendment. Nevertheless, the Contractor shall construct the Contractor's Work in accordance with the Implementation Documents including, for example, approved Shop Drawings.

## ARTICLE A.8 AGENCY REVIEW PHASE

Throughout the course of the Project the Parties shall, at appropriate times, provide those services required of them under the Contract Documents, including the Target Criteria Amendment upon its execution, in order to obtain the necessary approvals and permits from any governmental authorities having jurisdiction over the Project. As necessary, the Parties shall generate documents suitable for submission to the required governmental authorities.

## ARTICLE A.9 BUYOUT PHASE

§ A.9.1 During the Buyout Phase, the remaining Consultants, Subcontractors and material suppliers necessary to complete the Work shall be selected and the Parties shall provide the Buyout services as required of them in the Target Criteria Amendment.

### § A.9.2 Subcontractors and Consultants

#### § A.9.2.1 Definitions

§ A.9.2.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Contractor's 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.

§ A.9.2.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Contractor's 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.

§ A.9.2.1.3 A Consultant is a person or entity who has a direct contract with the Architect to perform a portion of the Architect's Services. A Consultant is also a person or entity, other than a Subcontractor or material or equipment supplier, who has a direct contract with any other Party to perform design, engineering, consulting or other professional services in furtherance of that Party's portion of the Work. The term "Consultant" is referred to throughout the Contract Documents as if singular in number and means a Consultant or an authorized representative of the Consultant.

#### § A.9.2.2 Award of Subcontracts and Other Contracts for Portions of the Contractor's Work and Architect's Services

§ A.9.2.2.1 Unless otherwise stated in the Contract Documents the Contractor and Architect, as soon as practicable, shall furnish in writing to the Parties 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 Contractor's Work and Architect's Services, respectively. The other Parties may reply within 14 days to the Contractor or Architect in writing stating (1) that a Party has a reasonable objection to any such proposed person or entity or (2) that additional time is required for review. Failure of a Party to reply within the 14-day period shall constitute notice of no reasonable objection.

§ A.9.2.2.2 Neither the Contractor nor the Architect shall contract with a proposed person or entity to whom one of the other Parties has made reasonable and timely objection. Neither the Contractor nor the Architect shall be required to contract with anyone to whom it has made reasonable objection.

§ A.9.2.2.3 If a Party has a reasonable objection to a person or entity proposed by the Contractor or Architect, the Contractor or Architect shall propose another to whom the other Parties have no reasonable objection.

§ A.9.2.2.4 Neither the Contractor nor Architect shall substitute a Subcontractor, Consultant, person or entity previously selected if a Party makes reasonable objection to such substitution.

§ A.9.2.2.5 The Contractor and Architect shall enter into appropriate written subcontracts with their respective Subcontractors and Consultants on forms reviewed and approved by each of the Parties.

#### § A.9.2.3 Subcontractual Relations

In its written subcontracts, the Contractor shall identify the documents to which each Subcontractor shall be bound. The Subcontractor shall be required to perform its portion of the Contractor's Work in accordance with those documents. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors.

## ARTICLE A.10 CONSTRUCTION PHASE

### § A.10.1 General Provisions

The Contractor shall perform the Contractor's Work in accordance with the Contract Documents and Implementation Documents.



## § A.10.2 Supervision and Construction Procedures

§ A.10.2.1 The Contractor shall supervise and direct the Contractor's 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 Contractor's Work under the Contract. The Contractor shall evaluate the jobsite safety and shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures.

§ A.10.2.2 The Contractor shall develop a system of cost control for the Contractor's Work that is coordinated with the Target Cost and includes regular monitoring of Actual Cost for activities in progress, and the preparation or updating of Estimates for uncompleted tasks and proposed changes. The Contractor shall identify variances between Actual Cost and the Estimates and report the variances to the Parties at regular intervals. If at any time it appears that the Target Cost may be exceeded, then the Parties shall develop a Recovery Plan consistent with the requirements of Section 5.4 of the Agreement.

## § A.10.3 Labor and Materials

§ A.10.3.1 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 Contractor's Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Contractor's Work.

§ A.10.3.2 The Contractor may make substitutions only with the consent of the Parties.

§ A.10.3.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contractor's Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

## § A.10.4 Warranty

The Contractor warrants to the Owner that materials and equipment furnished as part of the Contractor's Work under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Contractor's 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 Contractor's Work that the Contract Documents require or permit. The Contractor's 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 Contractor's Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by any other Party, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

## § A.10.5 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Contractor's Work that are legally enacted when the Target Criteria Amendment is executed, whether or not yet effective or merely scheduled to go into effect.

## § A.10.6 Permits, Fees, Notices, and Compliance with Laws

§ A.10.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Contractor's Work that are customarily secured and legally required at the time the Target Criteria Amendment is executed.

§ A.10.6.2 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 Contractor's Work.

§ A.10.6.3 The Contractor shall not knowingly perform the Contractor's Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

## § A.10.7 Superintendent

The Contractor shall employ a superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Contractor's Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

## § A.10.8 Contractor's Construction Schedules

§ A.10.8.1 The Contractor shall submit for the Parties' information a construction schedule for the Contractor's Work. The schedule shall be revised at appropriate intervals as required by the conditions of the Work.

§ A.10.8.2 If the Contract Documents require submittals during the Construction Phase, the Contractor shall prepare a submittal schedule at a time mutually agreed to by the Parties and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Parties' review and the Architect's approval. The submittal schedule shall (1) be coordinated with the construction schedule, and (2) allow the other Parties reasonable time to review submittals.

§ A.10.8.3 The Contractor shall perform the Contractor's Work in general accordance with the most recent schedules submitted to the Parties.

## § A.10.9 Documents and Samples at the Site

The Contractor shall maintain at the site for the Parties one copy of the Implementation Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved submittals provided during construction. These shall be available to the Parties and shall be delivered to the Owner as a record of the Work as constructed.

## § A.10.10 Shop Drawings, Product Data and Samples

§ A.10.10.1 Shop Drawings are drawings, diagrams, models, schedules and other data specially prepared by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Contractor's Work.

§ A.10.10.1.1 The shop drawing process shall be coordinated with the requirements set forth in the Target Criteria Amendment.

§ A.10.10.2 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 Contractor's Work.

§ A.10.10.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ A.10.10.4 The purpose of Shop Drawings, Product Data, Samples and similar submittals is to demonstrate the way by which the Contractor proposes to conform to the information given in the Contract Documents and Implementation Documents for those portions of the Contractor's Work for which the Contract Documents and Implementation Documents require submittals.

§ A.10.10.5 The Contractor shall review for compliance with the Contract Documents and Implementation Documents, approve and submit to the Architect, Shop Drawings, Product Data, Samples and similar submittals 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 Contractor's Work or in the activities of the Parties or of separate contractors.

§ A.10.10.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the other Parties 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 Contractor's Work and the Contract Documents and Implementation Documents.

§ A.10.10.7 The Contractor shall perform no portion of the Contractor's Work that requires submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ A.10.10.8 The Contractor's Work shall be in accordance with approved submittals.



§ A.10.10.9 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 Parties on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ A.10.10.10 The Architect shall review the Contractor's submittal schedule, if any, and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule 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.

§ A.10.10.11 The Architect shall 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. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. 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. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ A.10.10.12 The Architect shall review and respond to requests for information about the Contract Documents and Implementation Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ A.10.10.13 The Architect shall maintain a record of submittals it reviews in accordance with a protocol agreed to by the Parties.

#### § A.10.11 Use of Site

The Contractor shall confine operations at the site to areas permitted by 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.

#### § A.10.12 Cutting and Patching

§ A.10.12.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Contractor's 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.

§ A.10.12.2 The Contractor shall not damage or endanger fully or partially completed construction by another Party or separate contractors by cutting, patching or otherwise altering such construction, or by excavation, except with written consent of the other Party and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from any other Party, or a separate contractor, the Contractor's consent to cutting or otherwise altering the Contractor's Work.

#### § A.10.13 Cleaning Up

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 Contractor's Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

#### § A.10.14 Access to Work

The Contractor shall provide the Parties access to the Contractor's Work in preparation and progress wherever located.

#### § A.10.15 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. If the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall promptly notify the Parties.

#### § A.10.16 Owner's Right to Perform Construction and to Award Separate Contracts

§ A.10.16.1 The provisions set forth in this Section A.10.16 shall only apply if the Target Criteria Amendment specifically permits the Owner to perform construction or operations related to the Project with the Owner's own forces or employ separate contractors during the Construction Phase.

§ A.10.16.2 The Owner shall perform construction or operations related to the Project with the Owner's own forces, and award separate contracts in connection with portions of the Project or other construction or operations on the site, under conditions identical or substantially similar to these General Conditions, and shall include insurance and waiver of subrogation provisions substantially similar to those contained in the Contract or otherwise agreed upon by the Project Executive Team.

§ A.10.16.3 The Owner shall provide for coordination of the activities of the Owner's own forces and each separate contractor with the Contractor's Work, and the Contractor 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 by the Parties after a joint review and mutual agreement.

#### § A.10.16.4 Mutual Responsibility

§ A.10.16.4.1 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.

§ A.10.16.4.2 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 Contractor's Work, promptly report to the other Parties and any relevant separate contractors apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results.

§ A.10.16.4.3 The Contractor shall promptly remedy damage the Contractor causes to completed or partially completed construction, or to property of the Owner or separate contractors, as provided in Section A.10.19.2.5.

§ A.10.16.4.4 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section A.10.12.

#### § A.10.16.5 Owner's Right to Clean Up

If a dispute arises among the Contractor, separate contractors and the Parties 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 Parties will allocate the cost among those responsible.

#### § A.10.17 Time

##### § A.10.17.1 Definitions

§ A.10.17.1.1 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work after execution of the Target Criteria Amendment.

§ A.10.17.1.2 The date of Substantial Completion is the date certified by the Parties in accordance with Section A.11.1.

§ A.10.17.1.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

#### § A.10.18 Partial Occupancy or Use

§ A.10.18.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by mutual agreement of the Parties, provided such occupancy or use is consented to

by the insurer as required under Section A.14.2.1.3 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 Parties 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 Parties as provided under Section A.11.1.4. 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 among the Parties.

§ A.10.18.2 Immediately prior to such partial occupancy or use, the Parties 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.

§ A.10.18.3 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.

#### § A.10.19 Protection of Persons and Property

##### § A.10.19.1 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 Contractor's Work.

##### § A.10.19.2 Safety of Persons and Property

§ A.10.19.2.1 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 Contractor's 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, Subcontractors or Sub-subcontractors; 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.

§ A.10.19.2.2 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.

§ A.10.19.2.3 The Contractor shall 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 owners and users of adjacent sites and utilities.

§ A.10.19.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Contractor's Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ A.10.19.2.5 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 A.10.19.2.1.2 and A.10.19.2.1.3 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 A.10.19.2.1.2 and A.10.19.2.1.3, except damage or loss attributable to acts or omissions of the other Parties or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor.

§ A.10.19.2.6 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 Parties.

§ A.10.19.2.7 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.

#### § A.10.19.2.8 Injury or Damage to Person or Property

If a Party suffers injury or damage to person or property because of an act or omission of another Party, or of others for whose acts such Party is legally responsible, written notice of such 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.

#### § A.10.19.3 Hazardous Materials

§ A.10.19.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. 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 report the condition to the Parties in writing.

§ A.10.19.3.2 Upon receipt of the Contractor's written 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 other Parties the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The other Parties will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If any of the other Parties has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the other Parties 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 Target Cost shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ A.10.19.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the other Parties and their respective Consultants, Subcontractors, 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 A.10.19.3.1 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.

§ A.10.19.3.4 The other Parties shall not be responsible under this Section A.10.19.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The other Parties shall be responsible for 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.

§ A.10.19.3.5 The Contractor shall indemnify the other Parties for the cost and expense the Parties, and the agents and employees of any of them, incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section A.10.19.3.1, except to the extent that the cost and expense are due to the Parties' fault or negligence.

§ A.10.19.3.6 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 the Contractor's Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

#### § A.10.19.4 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 Section 2.3, Issue Resolution, and Article 9, Dispute Resolution, of the Agreement and Article A.3.



## § A.10.20 Uncovering and Correction of Work

### § A.10.20.1 Uncovering of Work

§ A.10.20.1.1 If a portion of the Contractor's Work is covered contrary to a Party's request or to requirements specifically expressed in the Contract Documents, the Work must, if requested in writing by the Party, be uncovered for examination and be replaced without change in the Contract Time unless the Parties agree to a change.

§ A.10.20.1.2 If a portion of the Contractor's Work has been covered that the Parties have not specifically requested to examine prior to its being covered, the Owner may request to see such Work and it shall be uncovered. If such Work is in accordance with the Contract Documents, the Target Cost shall be increased by the amount of the costs of uncovering and replacement.

### § A.10.20.2 Correction of Work

#### § A.10.20.2.1 Before or After Substantial Completion

The Contractor shall promptly correct any portion of Contractor's Work that is rejected or fails to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed.

#### § A.10.20.2.2 After Substantial Completion

§ A.10.20.2.2.1 In addition to the Contractor's obligations under Section A.10.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section A.10.18.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Contractor's Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor warrants that it shall promptly correct such Work after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Contractor's Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives its rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct a nonconforming portion of the Contractor's Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section A.10.20.2.6.

§ A.10.20.2.2.2 The one-year period for correction of Contractor's Work shall be extended with respect to portions of Contractor's Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Contractor's Work.

§ A.10.20.2.2.3 The one-year period for correction of Contractor's Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section A.10.20.2.

§ A.10.20.2.3 The Contractor shall remove from the site portions of the Contractor's Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ A.10.20.2.4 Nothing contained in this Section A.10.20.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Contractor's Work as described in Section A.10.20.2.2 relates only to the specific obligation of the Contractor to correct the Contractor's Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Contractor's Work.

#### § A.10.20.2.5 Owner's Right to Stop the Contractor's Work

If the Contractor fails to correct any portion of the Contractor's Work that is not in accordance with the requirements of the Contract Documents as required by Section A.10.20.2 or repeatedly fails to carry out the Contractor's Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Contractor's Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Contractor's 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 A.10.16.3.

#### § A.10.20.2.6 Owner's Right to Carry out the Contractor's Work

Upon commencement of the construction of the Contractor's Work, if the Contractor defaults or neglects to carry out the Contractor's Work in accordance with the Contract Documents, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies upon issuing an Owner's Directive in accordance with Section 2.1.2.1 of the Agreement.

#### § A.10.20.3 Acceptance of Nonconforming Work

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

### ARTICLE A.11 CLOSEOUT PHASE

#### § A.11.1 Project Completion

§ A.11.1.1 The Parties shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor, for the Parties' review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and approve the Parties' final Applications for Payment based upon a final inspection indicating the Contractor's Work complies with the requirements of the Contract Documents.

§ A.11.1.2 Substantial Completion is the stage in the progress of the Contractor's Work when the Contractor's Work, or a 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.

§ A.11.1.3 The Parties' inspections shall be conducted to check conformance of the Contractor's Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of the portions of the Contractor's Work to be completed or corrected.

§ A.11.1.4 When the Contractor considers that the Contractor's Work, or a portion thereof that the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Parties 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 of the Contractor's Work in accordance with the Contract Documents.

§ A.11.1.5 Upon receipt of the Contractor's list, the Parties will make an inspection to determine whether the Contractor's Work or designated portion thereof is substantially complete. If the Parties' inspection discloses any item of the Contractor's Work, 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 Parties. In such case, the Contractor shall then submit a request for another inspection by the Parties to determine Substantial Completion.

§ A.11.1.6 When the Contractor's Work or designated portion thereof is substantially complete, the Parties will prepare a Certificate of Substantial Completion in a form required by the Project Management Team that shall establish the date of Substantial Completion, shall establish responsibilities of the Parties for security, maintenance, heat, utilities, damage to the Work and insurance, shall inform the Parties about the balance of amounts remaining due to the Contractor, including the amount to be retained, if any, for final completion or correction of the Contractor's Work, and shall 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.

§ A.11.1.7 The Contractor shall provide to the Parties the following information: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Parties against liens; and (3) any other documentation required of the Contractor under the Contract Documents.



§ A.11.1.8 Upon the issuance of a Certificate of Substantial Completion, and consent of surety, if any, the Owner shall make payment of retainage, if any, applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

## ARTICLE A.12 PAYMENT

§ A.12.1 Parties shall submit monthly Applications for Payment to the Project Management Team on a form established by the Project Management Team. Each Application for Payment shall cover the preceding calendar month and be submitted on a date established by the Project Management Team.

§ A.12.1.1 Before the Parties submit their first Applications for Payment, the Project Management Team shall develop a schedule of values, cost budget, or other tool(s) to allocate the entire Target Cost to each of the Parties' portions of the Work. Such tool(s) shall be used as a basis for reviewing the Parties' Applications for Payment.

§ A.12.1.2 The Owner shall not withhold retainage from payments to a Party unless entitlement and amount is expressly set forth in the Contract Documents.

§ A.12.2 Each Application for Payment shall be accompanied by such data substantiating the Party's right to payment as the Project Management Team may require, such as payrolls for the period covered by the Application for Payment, copies of invoices or requisitions from Consultants, Subcontractors and material and equipment suppliers, petty cash accounts, receipted invoices or invoices with check vouchers attached.

§ A.12.3 Applications for Payment shall not include requests for payment for portions of the Work for which the Party does not intend to pay a Consultant, Subcontractor or a material or equipment supplier, unless such Work has been performed by others whom the Party intends to pay.

§ A.12.4 Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized and documented by interim determinations of the Project Management Team, but not yet included in Change Orders.

§ A.12.5 The Contractor warrants that title to all the Contractor's 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 the Contractor's Work on previous Applications for Payment for which payment has been received 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, Consultants, Subcontractors, material or equipment suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Contractor's Work.

§ A.12.6 Unless otherwise provided in the Contract Documents, payments for Work shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Project Management Team, 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 Party 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.

§ A.12.7 At the Owner's option, each Application for Payment shall be accompanied by (1) duly executed waivers of liens covering all services and Work performed by the Party, Subcontractors, Consultants or material and equipment suppliers entitled to file mechanics' liens with respect to any services, Work, material or equipment performed or provided during the period covered by the Application for Payment, or (2) a certificate from each Consultant, Subcontractor and material or equipment supplier stating that the Consultant, Subcontractor or material or equipment supplier has been paid all amounts due on the basis of the previous periodic payment to the Party, or else stating the amount not so paid and the reason for the discrepancy. In the event of any such discrepancy, the Party shall furnish the Party's own written explanation to the Project Management Team and the Owner. Each waiver of lien or certificate shall be in a form acceptable to the Project Management Team and the Owner. The Party shall defend, indemnify and hold Owner harmless from any and all liens, claims, security interests or encumbrances filed by the Party or its Consultants, Subcontractors, suppliers, or other persons or entities entitled to make a claim by

reason of having provided labor, materials and equipment relating to the Work, provided the Party has received payment pursuant to the Agreement.

#### § A.12.8 Decisions to Withhold Payment

§ A.12.8.1 The Project Management Team may withhold approval of payment to a Party in whole or in part or, because of subsequently discovered evidence or observations, may nullify the whole or a part of a prior payment, to the extent the Project Management Team determines it necessary to protect the Owner from loss for which the Party requesting payment may be responsible 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 or the Project Management Team is provided by the Party;
- .3 failure of the Party to make payments properly to Consultants, Subcontractors or for labor, materials or equipment;
- .4 damage to the Owner, another Party or a separate contractor for which the Party is potentially liable;
- .5 repeated failure to carry out the Work in accordance with the Contract Documents or instruction of the Project Management Team; or
- .6 missing, insufficient or inadequate documentation, erroneous estimates of value of the Work performed or other incorrect statements or information contained in the Application for Payment.

§ A.12.8.2 When the above reasons for withholding payment are removed, payment will be made promptly by the Owner for amounts previously withheld and subsequently approved by the Project Management Team.

§ A.12.8.3 If the Project Management Team withholds approval, in whole or in part, of a payment under Section A.12.8.1, the Owner may, at its sole option, issue joint checks to the Party and to any Consultant, Subcontractor or material or equipment suppliers to whom the Party 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 Project Management Team and the Project Management Team will reflect such payment in its records for the Project and on the Party's next Application for Payment. The Owner shall not be deemed in default of the Agreement by reason of non-payment of the whole or any portion of any Application for Payment not first approved by the Project Management Team. The Project Management Team shall set forth in writing all reasons for withholding approval of any payment, which shall be distributed to the Party seeking payment and the Project Executive Team.

§ A.12.8.4 The Owner or the Project Management Team shall not withhold amounts from a Party's compensation to impose a penalty or liquidated damages, or to offset sums requested by or paid to any of the other Parties for the cost of changes in the Work unless the Party agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ A.12.8.5 Payment by Owner shall not constitute approval or acceptance of any item of cost in the Payment Application or final acceptance or approval of that portion of the Work to which the partial payment relates.

§ A.12.8.6 In taking action on Applications for Payment, the Project Management Team may rely on the accuracy and completeness of the information furnished by the applicant and shall not be deemed to represent that it has made a detailed examination, audit or arithmetic verification of the documentation or supporting data; that it has made exhaustive or continuous on-site inspections; or that the Project Management Team has made examinations to ascertain how or for what purposes the applicant has used amounts previously paid.

§ A.12.8.7 A Party receiving payment shall pay each Consultant, Subcontractor and material and equipment supplier no later than seven days after receipt of payment from the Owner the amount to which the Consultant, Subcontractor or material or equipment supplier is entitled. Such Party shall, by appropriate agreement with each Consultant and Subcontractor, require each Consultant and Subcontractor to make payments to subconsultants and Sub-subcontractors in a similar manner.

§ A.12.8.8 The Project Management Team will, on request, furnish to a Consultant, Subcontractor or material and equipment supplier, if practicable, information regarding percentages of completion or amounts applied for by the Party and action taken thereon by the Project Management Team and Owner on account of portions of the Work done by such Consultant, Subcontractor or material or equipment supplier.

§ A.12.8.9 The Owner has the right to request written evidence that a Party has properly paid Consultants, Subcontractors and material and equipment suppliers amounts paid by the Owner to the Party for subcontracted Work. If the Party fails to furnish such evidence within seven days, the Owner shall have the right to contact Consultants, Subcontractors and material and equipment suppliers to ascertain whether they have been properly paid. The Owner shall have no obligation to pay or to see to the payment of money to a Consultant, Subcontractor or material or equipment supplier except as may otherwise be required by law.

§ A.12.8.10 If a Party disputes any determination by the Project Management Team with respect to any Application for Payment, that Party shall nevertheless expeditiously continue to perform its duties and responsibilities under the Contract pending resolution of such dispute, provided amounts not in dispute and approved by the Project Management Team are timely paid by the Owner.

§ A.12.8.11 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.

§ A.12.8.12 Payments received by a Party for duties and responsibilities properly performed by Consultants, Subcontractors and material and equipment suppliers shall be held by the Party for those Consultants, Subcontractors or material and equipment suppliers who performed Work or furnished materials, or both, under contract with the Party 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 Party, shall create any fiduciary liability or tort liability on the part of the Party for breach of trust or shall entitle any person or entity to an award of punitive damages against the Party for breach of the requirements of this provision.

#### § A.12.8.13 Failure of Payment

If the Owner does not pay a Party within seven days after the date established in the Contract Documents the amount approved by the Project Management Team or otherwise required under the Contract Documents, the Party may, upon seven additional days' written notice to the other Parties, stop that Party's portion of the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Target Cost shall be increased by the amount of the Party's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

#### § A.12.9 Final Completion and Final Payment

§ A.12.9.1 Upon receipt of the Parties' written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Project Management Team will promptly make such inspection. When the Work is found to be acceptable under the Contract Documents and the Contract fully performed, the Project Management Team will promptly approve the final Application for Payment stating that to the best of its knowledge, information and belief, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Parties and noted in the final Application for Payment is due and payable.

§ A.12.9.2 Final payment shall not become due until each Party submits to the Project Management Team (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Project 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 and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Party knows of no substantial 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 and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, 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 or Consultant refuses to furnish a release or waiver required by the Owner, the Party may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien 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 such lien, including all costs and reasonable attorneys' fees.

§ A.12.9.3 Within five (5) days after a Party's receipt of final payment, such Party shall provide to the Owner a duly executed unconditional waiver and release of liens in a form acceptable to the Owner and the Project Management Team. The waiver and release of lien shall cover all services and Work performed by the Party, and any of the

Party's Consultants, Subcontractors or material and equipment suppliers entitled to file mechanics' liens with respect to any services, Work, equipment or material rendered or provided for the Project.

## ARTICLE A.13 COST OF THE WORK

§ A.13.1 The term Cost of the Work shall mean costs necessarily incurred by the Parties in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in this Article A.13. Where any cost is subject to the Owner's prior approval, the Parties shall obtain this approval prior to incurring the cost.

### § A.13.1.1 Labor Costs

§ A.13.1.1.1 Labor Costs for those employees or categories not set forth in Section 4.2.1 of the Agreement shall be as set forth in Sections A.13.1.1.2 through A.13.1.1.5, below.

§ A.13.1.1.2 Salary and wages of personnel the Parties directly employ, whether stationed in their respective home or other offices, at the site, or engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, for that portion of their time spent in performance of the services or construction of the Work required under the Contract Documents.

§ A.13.1.1.3 Costs paid or incurred by the Parties for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements, and for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on salaries and wages included in reimbursable salaries and wages under this Section A.13.1.1.

§ A.13.1.1.4 Bonuses, profit sharing, incentive compensation and any other discretionary amounts the Parties pay to their respective personnel performing services required under the Contract Documents, or to any Consultant, Subcontractor or vendor, in each case with the Owner's prior approval.

§ A.13.1.1.5 Where the Parties have agreed to the reimbursement of certain other indirect costs through an overhead rate, it shall be set forth in Section 4.2.2 of the Agreement.

### § A.13.1.2 Subcontractor and Consultant Costs

§ A.13.1.2.1 Payments made by the Parties pursuant to Project Management Team-approved agreements with Consultants for design, engineering, consulting and other professional services related to the Project in accordance with their agreements. If any such Project Management Team-approved agreements are awarded on a cost reimbursement basis, the Parties shall provide in the agreement for the Owner to receive the same audit rights with regard to the Consultant as the Owner receives under Section 4.6 of the Agreement.

§ A.13.1.2.2 Payments made by the Parties pursuant to Project Management Team-approved subcontracts with Subcontractors and vendors. If any such Project Management Team-approved subcontracts are awarded on a cost reimbursement basis, the Parties shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor or vendor as the Owner receives under Section 4.6 of the Agreement.

### § A.13.1.3 Costs of Materials and Equipment Incorporated in the Completed Construction

§ A.13.1.3.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ A.13.1.3.2 Costs of materials described in Section A.13.1.3.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Parties. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

### § A.13.1.3.3 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ A.13.1.3.3.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Parties at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Parties shall mean fair market value.



§ A.13.1.3.3.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Parties at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Party-owned item may not exceed the purchase price of any comparable item. Rates of Party-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ A.13.1.3.3.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ A.13.1.3.3.4 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

#### § A.13.1.4 Miscellaneous Costs

§ A.13.1.4.1 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable.

§ A.13.1.4.2 Fees of laboratories for tests required by the Contract Documents, except those excluded by the Contract Documents, and which do not fall within the scope of Section A.13.1.5.3.

§ A.13.1.4.3 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against a Party resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included as a miscellaneous cost under this Section A.13.1.4.3 if such royalties, fees and costs are the result of the willful misconduct of a Party other than the Owner.

§ A.13.1.4.4 Deposits lost for causes other than the Parties' negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ A.13.1.4.5 Subject to the Owner's prior approval, expenses incurred in accordance with the Parties' standard written personnel policy for relocation and temporary living allowances of the Parties' personnel required for the Work.

§ A.13.1.4.6 Fees paid for securing approval of authorities having jurisdiction over the Project, including fees and assessments for the building permit and for other permits, licenses and inspections.

§ A.13.1.4.7 Legal, mediation, arbitration or other dispute resolution costs, including attorneys' fees, other than those arising from disputes between or among the Parties, reasonably incurred by the Parties after the execution of the Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ A.13.1.4.8 The expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the other Parties' respective Consultants or Subcontractors, and the other Parties' respective Consultants' expense of professional liability insurance dedicated exclusively to this Project.

§ A.13.1.4.9 Costs of insurance and bonds required by the Contract Documents, excluding all deductibles and self-insured retention amounts.

§ A.13.1.4.10 Long distance services, dedicated data and communication services, teleconferences, Project web sites, Building Information Modeling, extranets, facsimile transmissions, long-distance telephone calls, and telephone service at the site.

§ A.13.1.4.11 Costs for electronic equipment and software, directly related to the Work required under the Contract Documents with the Owner's prior approval.

§ A.13.1.4.12 Costs of printing, document reproduction, plots, standard form documents, postage, handling and delivery charges, and reasonable petty cash expenses of the site office.

§ A.13.1.4.13 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner.

§ A.13.1.4.14 Transportation and authorized out-of-town travel and subsistence expenses and that portion of the reasonable expenses of the Parties' personnel incurred while traveling in discharge of duties connected with the Parties' respective performance of its portion of the Work required under the Contract Documents.

§ A.13.1.4.15 Expense of overtime work of the Parties' personnel requiring higher than regular rates, if authorized in advance by the Owner.

§ A.13.1.4.16 All taxes levied on professional services and on reimbursed expenses.

§ A.13.1.4.17 Costs incurred by the Parties for testing and additional testing, inspection or approval under Section A.16.5.

#### § A.13.1.5 Other Costs and Emergencies

§ A.13.1.5.1 Other costs incurred in the performance of the Work if, and to the extent, included in the Target Cost or otherwise approved in advance in writing by the Parties.

§ A.13.1.5.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section A.10.19.4.

§ A.13.1.5.3 Costs of uncovering, repairing, replacing or correcting damaged, rejected or nonconforming Work but only to the extent that the cost of repair or correction is not recovered by the Parties from insurance, sureties, Subcontractors, suppliers, separate contractors or others not a Party to the Agreement.

§ A.13.1.5.4 Costs of correcting destroyed or damaged construction, whether completed or partially completed, of separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents but only to the extent that the cost is not recovered by the Parties from insurance, sureties, Subcontractors, suppliers, separate contractors or others not a Party to the Agreement.

§ A.13.1.5.5 Costs the Owner incurs in carrying out the Work in accordance with Section A.10.20.2.6.

§ A.13.1.5.6 Costs the Contractor incurs pursuant to Sections A.10.16.4.3 and A.10.19.2.5 but only to the extent that the cost is not recovered by the Parties from insurance, sureties, Subcontractors, suppliers, separate contractors or others not a Party to the Agreement.

#### § A.13.1.6 Related Party Transactions

§ A.13.1.6.1 For purposes of this Section A.13.1.6, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with a Party; any entity in which any stockholder in, or management employee of, a Party owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of a Party. The term "related party" includes any member of the immediate family of any person identified above.

§ A.13.1.6.2 If any of the costs to be reimbursed arise from a transaction between a Party and a related party, the Party shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Party shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Section A.9.2, Subcontractors and Consultants. If the Owner fails to authorize the transaction, the Party shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Section A.9.2, Subcontractors and Consultants.

#### § A.13.2 Costs not Included in the Cost of the Work

The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of a Party's personnel stationed at the Party's principal office or offices other than the site office, except as specifically provided in Section A.13.1.1, or as may otherwise be provided;



- .2 Expenses of a Party's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in this Article A.13;
- .4 A Party's capital expenses, including interest on the Party's capital employed for the Work;
- .5 Except as provided in Section A.13.1 of these General Conditions, costs due to the negligence or failure of a Party, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Section A.13.1;
- .7 Costs, in excess of the Target Cost as adjusted under the Contract, but only to the extent such costs are not reimbursable under Section 4.2.4 of the Agreement; and
- .8 Costs incurred directly by the Owner unless specifically allowed pursuant to Section A.13.1.5.5.

#### § A.13.3 Discounts, Rebates and Refunds

§ A.13.3.1 Cash discounts obtained on payments made by a Party shall accrue to the Owner. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Parties shall make provisions so that they can be obtained.

§ A.13.3.2 Amounts that accrue to the Owner in accordance with the provisions of Section A.13.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

#### ARTICLE A.14 INITIAL INSURANCE REQUIREMENTS

The following requirements shall apply to the insurance obtained pursuant to Section 7.2 of the Agreement.

##### § A.14.1 Parties' Liability Insurance

§ A.14.1.1 Each of the Parties shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect each respective Party from claims set forth below, including for claims which may arise out of or result from a Party's operations and completed operations under the Contract and for which the respective Party may be legally liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of any of its employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations;
- .8 Claims involving contractual liability insurance applicable to a Party's obligations under Section 8.3 of the Agreement; and
- .9 Claims arising from professional services if applicable to a Party's obligations under the Contract Documents.

§ A.14.1.2 The insurance required by Section A.14.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of execution of the Agreement until such time as the Parties implement an insurance program under Section 7.1 of the Agreement. If the Parties fail to select an insurance program under Section 7.1 of the Agreement, then the insurance required under Article A.14 shall be maintained until the later of the date of final payment or any other date as specified in the Contract Documents for termination of any coverage required to be maintained after final payment. Completed operations coverage shall be maintained until the expiration of the period for correction of Contractor's Work or for such other period as specified in the Contract Documents for maintenance of completed operations coverage. Any policy based upon claims-made coverage must be in effect for a period equal to the lesser of any applicable statute of repose, or 10 years after the date of substantial completion, if commercially available at reasonable rates, with a retroactive date effective no later than the date the Party's services are first provided on the Project.

§ A.14.1.3 Certificates of insurance acceptable to the Parties shall be provided to the other Parties within thirty days of execution of the Agreement and thereafter upon renewal or replacement of each required policy of insurance.

These certificates and the insurance policies required by this Section A.14.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the other Parties. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section A.12.9 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section A.14.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished with reasonable promptness.

§ A.14.1.4 Each Party shall cause its commercial liability coverage required by the Contract Documents to include the other Parties as additional insureds for claims caused in whole or in part by that Party's negligent acts or omissions during that Party's operations and completed operations.

§ A.14.1.5 Each Party shall require its Subcontractors and Consultants to obtain and maintain appropriate liability insurance coverages as agreed to by the Project Executive Team.

#### § A.14.2 Property Insurance

§ A.14.2.1 Unless otherwise provided, prior to the commencement of any construction, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the Target Cost for the construction set forth in the Target Criteria Amendment, plus the value of subsequent Modifications and the cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis, with such deductibles, if any, agreed to by the Parties. In the event the Parties have not executed the Target Criteria Amendment prior to commencement of any construction, such property insurance, and applicable deductibles, shall be in an amount agreed to by the Parties. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section A.12.9 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 14.2 to be covered, whichever is later. This insurance shall include interests of all Parties and their Consultants, Subcontractors, and Sub-subcontractors in the Project.

§ A.14.2.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the other Parties' services and expenses required as a result of such insured loss. The Owner's property insurance shall also include soft cost and extra expense endorsements as are reasonable and necessary to protect the Owner's interests.

§ A.14.2.1.2 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ A.14.2.1.3 Partial occupancy or use in accordance with Section A.10.18 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

#### § A.14.2.2 Boiler and Machinery Insurance

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Parties, their Consultants, Subcontractors, and Sub-subcontractors in the Work, and all Parties shall be named insureds.

§ A.14.2.3 A loss insured under the Owner's property insurance 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 A.14.2.5. Each Party shall pay their Consultants and Subcontractors their just shares of insurance proceeds received by that Party.

§ A.14.2.4 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement among the Parties. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article A.3.

§ A.14.2.5 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Parties as the method of binding dispute resolution in the Agreement. If the Parties have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

#### ARTICLE A.15 ARBITRATION

§ A.15.1 If the Parties have selected arbitration as the method for binding dispute resolution in the Agreement, such arbitration shall, unless the Parties mutually agreed otherwise under Section 9.6 of the Agreement, be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other Parties, and filed with the person or entity administering the arbitration. The Party filing a notice of demand for arbitration must assert in the demand all claims and disputes then known to that Party on which arbitration is permitted to be demanded.

§ A.15.1.1 A demand for arbitration shall be made no later than the date when the institution of legal or equitable proceedings based on the claim or dispute would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings.

§ A.15.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ A.15.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the Parties shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

#### § A.15.4. Consolidation or Joinder

§ A.15.4.1 Any Party, at its sole discretion, may consolidate an arbitration conducted under the Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ A.15.4.2 Any Party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ A.15.4.3 The Parties grant to any person or entity made a party to an arbitration conducted under this Article A.15, whether by joinder or consolidation, the same rights of joinder and consolidation as the Parties under the Agreement.

#### ARTICLE A.16 MISCELLANEOUS PROVISIONS

##### § A.16.1 Successors and Assigns

§ A.16.1.1 The Parties respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section A.16.1.2, the Parties shall not assign the Contract as a whole without written consent of the other Parties. If a Party attempts to make such an assignment without such consent, that Party shall nevertheless remain legally responsible for all obligations under the Contract.

§ A.16.1.2 The Owner may, without consent of the other Parties, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The other Parties shall execute all consents reasonably required to facilitate such assignment.

#### § A.16.2 Copyrights and Licenses

§ A.16.2.1 The Parties warrant that in transmitting Instruments of Service, or any other information, the transmitting Party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. 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.

§ A.16.2.2 The Parties, as well as their Consultants and Subcontractors shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of any such reserved rights.

§ A.16.2.3 Upon execution of the Agreement, the Parties grant to the Owner a nonexclusive license to use their respective Instruments of Service solely and exclusively for the Project for purposes of constructing, using, maintaining, altering and adding to the Project. The Parties shall obtain similar nonexclusive licenses from any Consultants and Subcontractors consistent with the Contract. The license granted under this section permits the Owner to authorize the other Parties, as well as the Owner's Consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services for the Project. The license granted under this section is conditioned on the Owner's substantial performance of its obligations, including prompt payment of all sums when due under the Contract Documents and any licensing fee set forth in the Agreement.

§ A.16.2.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Parties and their respective Consultants and Subcontractors from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Parties and their respective Consultants and Subcontractors from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section A.16.2.3.1. The terms of this Section A.16.2.3.1 shall not apply to a terminated Party if the Owner rightfully terminates the Party for cause under Article 10 of the Agreement.

§ A.16.2.4 Except for the licenses granted in this Section A.16.2 and Section A.1.3, no other license or right shall be deemed granted or implied under this Contract. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Parties. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Parties and their respective Consultants and Subcontractors.

#### § A.16.3 Written Notice

All notices provided for in the Contract Documents shall be in writing. Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice or as otherwise permitted in AIA Document E201™-2007, Digital Data Protocol Exhibit, if made a part of the Agreement.

#### § A.16.4 Rights and Remedies

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

#### § A.16.5 Tests and Inspections

§ A.16.5.1 Tests, inspections and approvals of the Contractor's Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public



authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the other Parties, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Parties timely notice of when and where tests and inspections are to be made so that the Parties may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after the Target Criteria Amendment is executed, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ A.16.5.2 If the Parties or public authorities having jurisdiction determine that portions of the Contractor's Work require additional testing, inspection or approval not included under Section A.16.5.1, the Contractor shall make arrangements for such additional testing, inspection or approval by an entity acceptable to the Parties, and the Contractor shall give timely notice to the Parties of when and where tests and inspections are to be made so that the Parties may be present for such procedures. Such costs, except as provided in Section A.16.5.3, shall be the basis for adjusting the Target Cost.

§ A.16.5.3 If such procedures for testing, inspection or approval under Sections A.16.5.1 and A.16.5.2 reveal failure of the portions of the Contractor's Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's Services and expenses, shall be considered a Cost of the Work.

§ A.16.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Parties.

§ A.16.5.5 If the Parties are to observe tests, inspections or approvals required by the Contract Documents, the Parties will do so promptly and, where practicable, at the normal place of testing.

§ A.16.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

#### § A.16.6 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the principal place of business of the affected Party.

#### § A.16.7 Time Limits on Claims

The Parties shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract, and as permitted by Article 8, Risk Sharing, of the Agreement, in accordance with Article 9, Dispute Resolution, of the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Parties waive all claims and causes of action not commenced in accordance with this Section A.16.7.

#### § A.16.8 Insurance Recoveries

The Parties shall make reasonable efforts to pursue all claims covered by insurance, including claims against persons or entities not Parties to the Agreement, and shall hold any recovery as a fiduciary for all the Parties, until distribution is made in accordance with the terms of the Contract.

#### § A.16.9 Post Completion Costs and Recoveries

The Parties shall set forth in the Target Criteria Amendment the agreed upon method to be used to account for and distribute proceeds recovered from others not a Party to the Agreement after final payment is made. The Parties shall also set forth in the Target Criteria Amendment their understanding with respect to reimbursement of costs incurred by a Party after distribution of any Incentive Compensation or Project Closeout. With the exception of insurance recoveries, to the extent the Parties fail to address these issues in the Target Criteria Amendment or fail to otherwise modify the Agreement, such recoveries or costs shall be retained or borne by the Party receiving the recovery or incurring the cost.





# AIA<sup>®</sup> Document C191<sup>™</sup> – 2009 Exhibit B

## *Legal Description of Project*

This Exhibit is incorporated into the accompanying Agreement dated the  
day of \_\_\_\_\_ in the year \_\_\_\_\_  
*(In words, indicate day, month and year.)*

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

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

### ARTICLE B.1 LEGAL DESCRIPTION OF THE PROJECT

*(Provide below the legal description of the Project, or attach it to this document.)*

Sample



**AIA**<sup>®</sup>

# Document C191™ – 2009 Exhibit C

## *Owner's Criteria*

This Exhibit is incorporated into the accompanying Agreement dated the  
day of \_\_\_\_\_ in the year \_\_\_\_\_  
*(In words, indicate day, month and year.)*

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

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

### ARTICLE C.1 PROJECT INFORMATION

§ C.1.1 The Owner's program for the Project:  
*(Identify documentation or state the manner in which the program will be developed.)*

§ C.1.2 The Project's physical characteristics:  
*(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)*

§ C.1.3 The Owner's budget to plan, design, construct, commission and otherwise complete the Project, not including costs of land, rights-of-way, financing, marketing, and other such costs:  
*(Provide total, and if known, a line item breakdown.)*

§ C.1.4 The Owner's anticipated scheduling information:

§ C.1.5 Other Project information:

*(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design, or historic preservation requirements.)*

Sample



**AIA**<sup>®</sup>

# Document C191™ – 2009 Exhibit D

## Target Criteria Amendment

This Exhibit is incorporated into the accompanying Agreement dated the day of \_\_\_\_\_ in the year \_\_\_\_\_  
(In words, indicate day, month and year.)

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

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

### ARTICLE D.1 TARGET COST

The Parties hereby amend the Agreement to establish a Target Cost and additional Target Criteria for the Project, as set forth below.

The Target Cost for the Project is Dollars (\$) \_\_\_\_\_. This Target Cost is based on the information provided in the attached exhibits, as follows:

- Exhibit AA: Target Cost Breakdown, pages \_\_\_\_\_ through \_\_\_\_\_, dated \_\_\_\_\_
- Exhibit BB: Project Definition, pages \_\_\_\_\_ through \_\_\_\_\_, dated \_\_\_\_\_
- Exhibit CC: Project Goals, pages \_\_\_\_\_ through \_\_\_\_\_, dated \_\_\_\_\_
- Exhibit DD: Integrated Scope of Services, pages \_\_\_\_\_ through \_\_\_\_\_, dated \_\_\_\_\_
- Exhibit EE: Project Schedule, pages \_\_\_\_\_ through \_\_\_\_\_, dated \_\_\_\_\_
- Exhibit FF: Digital Data Protocol, pages \_\_\_\_\_ through \_\_\_\_\_, dated \_\_\_\_\_
- Exhibit GG: Building Information Modeling Protocol, pages \_\_\_\_\_ through \_\_\_\_\_, dated \_\_\_\_\_

PARTIES

OWNER (Signature)

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)

OTHER (Signature)

(Printed name and title)

ARCHITECT (Signature)

(Printed name and title)

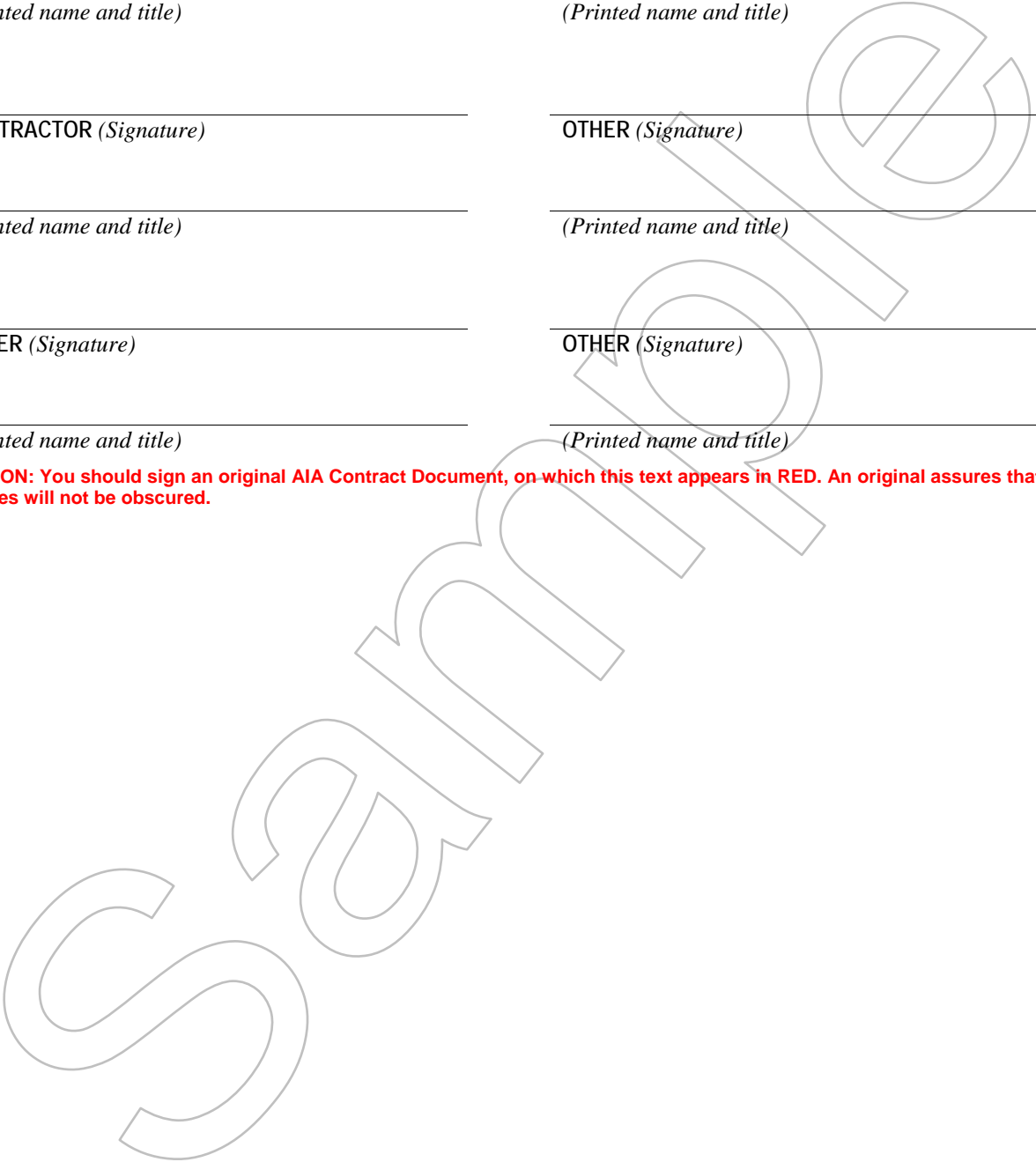
OTHER (Signature)

(Printed name and title)

OTHER (Signature)

(Printed name and title)

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**







**AIA**<sup>®</sup>

# Document C191™ – 2009 Exhibit D

## *Target Criteria Amendment, Exhibit AA: Target Cost Breakdown*

This Exhibit is incorporated into the accompanying Agreement dated the  
day of \_\_\_\_\_ in the year \_\_\_\_\_  
*(In words, indicate day, month and year.)*

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

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

### ARTICLE AA.1 TARGET COST BREAKDOWN

*(Attach to this cover sheet an itemization of the Target Cost that identifies, at a minimum, the elements listed in Section A.5.8.1, Minimum Required Elements of the Target Cost, of Exhibit A, General Conditions.)*

Sample



# AIA<sup>®</sup> Document C191<sup>™</sup> – 2009 Exhibit D

## Target Criteria Amendment, Exhibit BB: Project Definition

This Exhibit is incorporated into the accompanying Agreement dated the  
day of \_\_\_\_\_ in the year \_\_\_\_\_  
*(In words, indicate day, month and year.)*

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

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

### ARTICLE BB.1 PROJECT DEFINITION

#### § BB.1.1 Project Criteria:

*(Identify documentation describing the mutually agreed-upon Project Criteria, based on the Owner's Criteria as revised throughout the development of the Target Criteria Amendment.)*

#### § BB.1.2 Project program:

*(Identify documentation describing the Project program.)*

#### § BB.1.3 Project site information:

*(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

#### § BB.1.4 Project regulatory information:

*(Identify or describe, if appropriate, land use, zoning, building and infrastructure codes and the agencies or authorities having jurisdiction over the Project.)*

§ BB.1.5 Project Criteria Design:

*(Identify documentation describing the Project Criteria Design including Models, Drawings, Specifications and other design documents; product data; initial building systems; energy budgets; etc.)*

ARTICLE BB.2 PROJECT PARTICIPANTS

§ BB.2.1 The Owner will retain the following Consultants and contractors:

*(List discipline and, if known, identify Consultants and contractors by name and address.)*

§ BB.2.2 The Architect will retain the following Consultants:

*(List discipline and, if known, identify Consultants by name and address.)*

§ BB.2.3 The Contractor will retain the following Consultants and contractors:

*(List discipline and, if known, identify Consultants and contractors by name and address.)*

§ BB.2.4 Other Parties will retain the following Consultants and contractors:

*(Identify the Party by name and address, and for each Party, list the discipline of any Consultant or contractor it will retain and, if known, identify them by name and address.)*

§ BB.2.5 Pursuant to Section A.16.9 of Exhibit A, General Conditions, the Parties agree to allocate post-Project completion costs and non-insurance recoveries as follows:

*(Identify the manner in which the Parties shall distribute the costs and recoveries received after all incentive compensation is paid.)*

§ BB.2.6 Other information on which the Target Criteria Amendment, including the Target Cost, is based:



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# Document C191™ – 2009 Exhibit D

## Target Criteria Amendment, Exhibit CC: Project Goals

This Exhibit is incorporated into the accompanying Agreement dated the day of \_\_\_\_\_ in the year \_\_\_\_\_  
(In words, indicate day, month and year.)

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

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

### ARTICLE CC.1 PROJECT GOALS

In addition to any Incentive Compensation earned by the Parties, the Owner shall pay Goal Achievement Compensation to the other Parties upon achievement of Project Goals. The Parties have mutually agreed upon the Project Goals and the Goal Achievement Compensation associated with each Project Goal, and have listed them in the table below. Descriptions of the Project Goals, measurements for their achievement, and the method for apportioning payment of the total Goal Achievement Compensation among the Parties other than the Owner is provided below in Section CC.2. The Parties agree that if a Project Goal is achieved, the Owner shall pay to the other Parties a portion of the total Goal Achievement Compensation in accordance with the proportional distribution set forth in Section CC.2.

Project Goal	Amount of Goal Achievement Compensation
Goal 1 – Achievement of the Project Schedule	\$
Goal 2 –	\$
Goal 3 –	\$
Goal 4 –	\$

### ARTICLE CC.2 PROJECT GOALS AND MEASUREMENTS

#### § CC.2.1 Goal 1: Project Schedule

§ CC.2.1.1 Description: The Parties have created the Project Schedule set forth in Exhibit EE to the Target Criteria Amendment, which established the estimated date of Substantial Completion.

§ CC.2.1.2 Measurement: The Owner shall award Goal Achievement Compensation for completing the Project on or before the estimated date of Substantial Completion established in the Project Schedule.

§ CC.2.1.3 Goal Achievement Compensation: If the Project achieves Substantial Completion on or before the estimated date of Substantial Completion established in the Project Schedule, the Owner shall pay to each of the other Parties a portion of the Goal Achievement Compensation set forth in Article CC.1, as stated below:  
(Describe the apportionment of the Goal 1 compensation among the Non-Owner Parties.)

**§ CC.2.2 Goal 2**

**§ CC.2.2.1 Description:**

*(Describe, in detail, the nature of Goal 2.)*

**§ CC.2.2.2 Measurement:**

*(Describe, in detail, the standards and metrics based upon which the Parties may determine the extent to which Goal 2 has been achieved.)*

**§ CC.2.2.3 Goal Achievement Compensation:**

*(Describe the apportionment of the Goal 2 compensation among the Non-Owner Parties.)*

**§ CC.2.3 Additional Project Goals**

*(Following the same format as used in Section CC.2.2, identify below other Project Goals, measurement, and apportionment of compensation.)*

**§ CC.2.4 Failure to Meet Project Goals**

If any of the Project Goals are not achieved, the Target Cost shall be adjusted downward in an amount equal to the Goal Achievement Compensation that the Owner did not award. That adjustment shall be set forth in a Modification to the Agreement.





# Document C191™ – 2009 Exhibit D

## Target Criteria Amendment, Exhibit DD: Integrated Scope of Services

This Exhibit is incorporated into the accompanying Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_  
*(In words, indicate day, month and year)*

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

*(Complete the matrix by entering information in the spaces below. Adapt the matrix to the needs of the Project by augmenting, deleting or modifying the listed Task Descriptions as necessary. Enter explanatory notes by number only and place the numbered notes on the last page of the matrix where indicated.)*

LEGEND  P Perform the indicated task C Party responsible for coordinating and integrating completeness of task assigned to a Non-Party A Non-Party responsible for providing assistance in performing the task to the extent of the Non-Party's knowledge, skill and experience  Task Description	Parties						Non-Parties						Task Not Required	Notes <i>(Enter #)</i>
	Owner	Architect	Contractor											
§ 1.0 CONCEPTUALIZATION PHASE														
§ 1.1 Project Administration Services														
.1 Provide overall facilitation, coordination, organization and direction of Project Management Team members and advisors														
.2 Confirm Project Management Team evaluation of Owner Criteria														
.3 Monitor completeness of Project information														
.4 Determine standards for BIM and digital coordination														
.5 Coordinate, integrate and synchronize all Models and other digital information														
.6 Provide discipline coordination														
.7 Coordinate information and data provided to and developed by Project Management Team														
.8 Determine required data														
.9 Agency consultation/review/approval														
.10 Provide schedule development and monitoring														
.11 Provide required submissions and presentations														
.12 Provide tests, inspections and reports required by law or as otherwise agreed to by the Project Management Team														
.13 Provide required legal, insurance and accounting services														
.14 Identify and assign responsibility for other Project Administration services: <i>(Describe)</i>														
.1														
.2														
.3														
§ 1.2 Data Gathering Services														
.1 Prepare Draft Data Gathering Report														
.2 Review and comment upon Draft Data Gathering Report														
.3 Prepare Final Data Gathering Report														

LEGEND  P Perform the indicated task C Party responsible for coordinating and integrating completeness of task assigned to a Non-Party A Non-Party responsible for providing assistance in performing the task to the extent of the Non-Party's knowledge, skill and experience  Task Description	Parties							Non-Parties							Task Not Required	Notes (Enter #)
	Owner	Architect	Contractor													
.4 Provide legal limitations affecting, and a legal description of the Project site																
.5 Provide site surveying																
.6 Provide required environmental studies and reports																
.7 Provide geotechnical studies and reports																
.8 Provide existing on-site utilities survey																
.9 Provide existing off-site utilities survey																
.10 Provide existing facilities survey																
.11 Identify reviewing agencies/groups																
.12 Identify applicable regulations																
.13 Provide required marketing studies																
.14 Provide required economic feasibility studies																
.15 Provide required Project financing studies																
.16 Identify and assign responsibility for additional data gathering services, if any: <i>(Describe)</i>																
.1																
.2																
.3																
§ 1.3 Conceptualization, Programming and Planning Services																
.1 Identify goals regarding the function and performance of the Project, schedule and budget																
.2 Establish critical financial milestones																
.3 Determine the method of Project procurement																
.4 Identify Project Participants																
.5 Provide parameters of Owner construction policies and programs regarding insurance, safety and risk mitigation																
.6 Establish internal processes and organization for user input, reviews, approvals and decision making																
.7 Provide Project Management Team with information about legislative or jurisdictional requirements affecting the Project																
.8 After acceptance by Owner of the Data Gathering Report, if any, and based on the mutually agreed-upon schedule and Target Cost, provide the programming and planning services designated below. The purpose of providing such services is to establish and document requirements of the Project, including, but not limited to design objectives, site planning and design concepts, facility planning and design concepts, approximate gross facility areas and space requirements, space adjacencies, flexibility and expandability requirements, and identification of special equipment and systems.																



LEGEND  P Perform the indicated task C Party responsible for coordinating and integrating completeness of task assigned to a Non-Party A Non-Party responsible for providing assistance in performing the task to the extent of the Non-Party's knowledge, skill and experience  Task Description	Parties										Non-Parties										Task Not Required	Notes (Enter #)
	Owner	Architect	Contractor																			
.28 Develop cost options of each trade's scope of the Work																						
.29 Evaluate and verify constructability of the design for each trade's scope of the Work																						
.30 Develop an initial construction schedule for each trade's scope of the Work																						
.31 Provide specific cost data from suppliers																						
.32 Identify long-lead items																						
.33 Provide product data sheets																						
.34 Develop life cycle and energy efficiency data																						
.35 Obtain input from agencies regarding constraints, code requirements, and testing and inspection requirements																						
.36 Validate permit and approval application/review schedules																						
.37 Determine temporary facility requirements																						
.38 Identify and assign responsibility for other Conceptualization Phase services, if any: (Describe)																						
.1																						
.2																						
.3																						
§ 2.0 CRITERIA DESIGN PHASE																						
§ 2.1 Project Administration Services																						
.1 Provide overall facilitation, coordination, organization and direction of Project Management Team members and advisors																						
.2 Lead finalization of Project Criteria																						
.3 Monitor completeness of Project information																						
.4 Determine standards for BIM and digital coordination																						
.5 Coordinate, integrate and synchronize all Models and other digital information																						
.6 Provide discipline coordination																						
.7 Coordinate information and data provided to and developed by Project Management Team members																						
.8 Determine required data																						
.9 Agency consultation/review/approval																						
.10 Provide schedule development and monitoring																						
.11 Provide required submissions and presentations																						
.12 Provide tests, inspections and reports required by law or as otherwise agreed to by the Project Management Team																						
.13 Provide required legal, insurance and accounting services																						

LEGEND  P Perform the indicated task C Party responsible for coordinating and integrating completeness of task assigned to a Non-Party A Non-Party responsible for providing assistance in performing the task to the extent of the Non-Party's knowledge, skill and experience  Task Description	Parties							Non-Parties							Task Not Required	Notes (Enter #)
	Owner	Architect	Contractor													
.14 Identify and assign responsibility for other Project Administration services: (Describe)																
.1																
.2																
.3																
§ 2.2 Criteria Design Services																
.1 Establish Project Goals																
.2 Establish decision criteria to evaluate proposals with respect to current and future operations																
.3 Make decisions from available options																
.4 Facilitate site specific/user input and coordinate it with the Project Management Team																
.5 Facilitate user group reviews and feedback to the Project Management Team regarding revisions																
.6 Provide overall facilitation, coordination, organization and direction of the Project Management Team																
.7 Coordinate selection of Project Participants																
.8 Coordinate assignment of responsibilities, actions and completion requirements																
.9 Coordinate and track Project Participants' performance																
.10 Coordinate overall Project schedule																
.11 Integrate design input from all Project Participants																
.12 Confirm user experience of building as it relates to Project Criteria																
.13 Determine form, adjacencies and spatial relationships of the Project																
.14 Coordinate selection of major building systems and performance requirements																
.15 Determine regulatory requirements for the building (i.e.: fire/life safety plan)																
.16 Determine sustainability targets and proposed systems																
.17 Provide outline or performance specifications																
.18 Refine design schedule																
.19 Prepare Draft Project Criteria documents describing the detailed Project Criteria for the Project																
.20 Prepare Final Project Criteria documents: The party preparing such documents shall revise the draft Project Criteria documents in response to the Owner's comments.																
.21 Select major building systems; set performance requirements																
.22 Locate major pieces of equipment and routing in the Project																







LEGEND  P Perform the indicated task C Party responsible for coordinating and integrating completeness of task assigned to a Non-Party A Non-Party responsible for providing assistance in performing the task to the extent of the Non-Party's knowledge, skill and experience  Task Description	Parties										Non-Parties										Task Not Required	Notes (Enter #)
	Owner	Architect	Contractor																			
.23 Provide supplier input for coordination and conflict resolution																						
.24 Provide Models of specific items																						
.25 Verify cost for specific items																						
.26 Verify schedule for long-lead items																						
.27 Verify tolerances for specific items																						
.28 Expand performance-based code analysis using BIM																						
.29 Identify and assign responsibility for other Detailed Design Phase services, if any: (Describe)																						
.1																						
.2																						
.3																						
§ 4.0 IMPLEMENTATION DOCUMENTS PHASE																						
§ 4.1 Project Administration Services																						
.1 Provide overall facilitation, coordination, organization and direction of Project Management Team members and advisors																						
.2 Confirm Project Management Team compliance with Project Requirements																						
.3 Monitor completeness of Project information																						
.4 Determine standards for BIM and digital coordination																						
.5 Coordinate, integrate and synchronize all Models and other digital information																						
.6 Provide discipline coordination																						
.7 Coordinate information and data provided to and developed by Project Participants																						
.8 Determine required data																						
.9 Agency consultation/review/approval																						
.10 Provide schedule development and monitoring																						
.11 Provide required submissions and presentations																						
.12 Provide tests, inspections and reports required by law or as otherwise agreed to by the Project Management Team																						
.13 Provide required legal, insurance and accounting services																						
.14 Identify and assign responsibility for other Project Administration services: (Describe)																						
.1																						
.2																						
.3																						

LEGEND  P Perform the indicated task C Party responsible for coordinating and integrating completeness of task assigned to a Non-Party A Non-Party responsible for providing assistance in performing the task to the extent of the Non-Party's knowledge, skill and experience  Task Description	Parties							Non-Parties							Task Not Required	Notes (Enter #)
	Owner	Architect	Contractor													
§ 4.2 Implementation Documents Services																
.1 Verify Project performance targets and business case																
.2 Provide final approval of Project scope and metrics																
.3 Coordinate financial requirements that are necessary to begin construction																
.4 Facilitate final user reviews and approvals																
.5 Initiate transition planning to utilize completed Project																
.6 Establish user appeals process																
.7 Finalize specifications for major equipment																
.8 Define Owner requirements for construction safety programs and controls regarding interim life safety, noise, vibration, infection control																
.9 Coordinate complete information for legal requirements of Project as it relates to the owner's procurement method																
.10 Coordinate Project Participants input and facilitating buy-in for overall Project schedule and Target Cost																
.11 Finalize the Model for architecturally related design intent for construction																
.12 Provide descriptive information for fabrication and construction of architecturally related scope																
.13 Finalize specifications																
.14 Finalize the Model for related design intent for construction																
.15 Provide descriptive information for fabrication and construction of consultants' related scope																
.16 Finalize specifications for consultants' related scope																
.17 Finalize construction schedule through 4D modeling																
.18 Finalize construction cost through 5D modeling																
.19 Complete information required for procurement, assembly, layout, detailed schedule, and procedural information (testing, commissioning)																
.20 Confirm that all necessary Work is accounted for.																
.21 Finalize cost and schedule for applicable scope of Work																
.22 Confirm the Model and specifications include sufficient and unambiguous information for completion of applicable scope of work																
.23 Augment the Model in lieu of preparing separate shop drawings, or create a synchronized Model for fabrication or installation purposes, for each Subcontractor's part of the Work																
.24 Develop implementation information for applicable scope to shop drawing level																











LEGEND  P Perform the indicated task C Party responsible for coordinating and integrating completeness of task assigned to a Non-Party A Non-Party responsible for providing assistance in performing the task to the extent of the Non-Party's knowledge, skill and experience  Task Description	Parties										Non-Parties										Task Not Required	Notes (Enter #)
	Owner	Architect	Contractor																			
.13 Coordinate any changes due to field conditions not foreseen in the Model																						
.14 Issue design change documents as required to respond to latent conditions and or owner-directed changes																						
.15 Review change requests to confirm entitlement																						
.16 Work with Contractor to confirm that construction is proceeding in conformance with design intent																						
.17 Prepare applications for payment with respect to the Work																						
.18 Review and approve or take other appropriate action with respect to applications for payment with respect to the Work																						
.19 Issue certificates for payment, as appropriate																						
.20 Issue substantial and final completion documents																						
.21 Supervise and direct all construction Work																						
.22 Coordinate Subcontractors, suppliers, and self-performed work to confirm completion of the Project according to the Target Cost, schedule and quality Project Goals defined in the Target Cost Amendment																						
.23 Maintain safety of all personnel on the Project site																						
.24 Maintain good relations with neighbors																						
.25 Coordinate with regulatory agencies for required inspections																						
.26 Coordinate required testing																						
.27 Coordinate activities of Subcontractors with the overall Project to provide efficient flow of work																						
.28 Coordinate fabrication and delivery of materials/assemblies/equipment to provide efficient flow of work																						
.29 Review and issue reports with respect to the progress of the Work																						
.30 Prepare punch lists of incomplete items of Work																						
.31 Assemble and deliver to Owner required final completion documents																						
.32 Identify and assign other Construction Phase services, if any: (Describe)																						
.1																						
.2																						
.3																						
§ 8.0 CLOSEOUT PHASE																						
§ 8.1 Project Administration Services																						
.1 Provide overall facilitation, coordination, organization and direction of Project Management Team members and advisors																						

LEGEND  P Perform the indicated task C Party responsible for coordinating and integrating completeness of task assigned to a Non-Party A Non-Party responsible for providing assistance in performing the task to the extent of the Non-Party's knowledge, skill and experience  Task Description	Parties										Non-Parties										Task Not Required	Notes (Enter #)
	Owner	Architect	Contractor																			
.2 Confirm Project Management Team compliance with Project Requirements																						
.3 Monitor completeness of Project information																						
.4 Determine standards for BIM and digital coordination																						
.5 Coordinate, integrate and synchronize all Models and other digital information																						
.6 Provide discipline coordination																						
.7 Coordinate information and data provided to and developed by Project Management Team members																						
.8 Determine required data																						
.9 Agency consultation/review/approval																						
.10 Provide schedule development and monitoring																						
.11 Provide required submissions and presentations																						
.12 Provide tests, inspections and reports required by law or as otherwise agreed to by the Project Participants																						
.13 Provide required legal, insurance and accounting services																						
.14 Identify and assign responsibility for other Project Administration services: (Describe)																						
.1																						
.2																						
.3																						
§ 8.2 Closeout Services																						
.1 Train operation and maintenance personnel																						
.2 Complete jurisdictional requirements for occupancy and Project completion																						
.3 Finalize monitoring of Project with respect to Project Goals and metrics related to performance																						
.4 Work with Owner on user needs to use the Model for life cycle benefit																						
.5 Document and or analyze any post occupancy evaluation feedback																						
.6 Finalize the Model to correspond with built conditions																						
.7 Provide Operation and Maintenance (O&M) information for applicable scope of work																						
.8 Identify and assign responsibility for other Closeout Phase services, if any: (Describe)																						



**Notes:**

*(List by number shown on matrix.)*

Sample



# AIA<sup>®</sup> Document C191<sup>™</sup> – 2009 Exhibit D

## *Target Criteria Amendment, Exhibit EE: Project Schedule*

This Exhibit is incorporated into the accompanying Agreement dated the  
day of \_\_\_\_\_ in the year \_\_\_\_\_  
*(In words, indicate day, month and year.)*

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

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

ARTICLE EE.1 PROJECT SCHEDULE  
*(Attach the Project Schedule to this cover sheet.)*

Sample



# AIA<sup>®</sup> Document C191<sup>™</sup> – 2009 Exhibit D

## *Target Criteria Amendment, Exhibit FF: Digital Data Protocol*

This Exhibit is incorporated into the accompanying Agreement dated the  
day of \_\_\_\_\_ in the year \_\_\_\_\_  
(In words, indicate day, month and year.)

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

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

### ARTICLE FF.1

(Attach to this cover sheet a completed AIA Document E201<sup>™</sup>-2007, Digital Data Protocol Exhibit, or other digital data protocol document.)

Sample



# AIA<sup>®</sup> Document C191<sup>™</sup> – 2009 Exhibit D

## *Target Criteria Amendment Exhibit GG: Building Information Modeling Protocol*

This Exhibit is incorporated into the accompanying Agreement dated the  
day of \_\_\_\_\_ in the year \_\_\_\_\_  
*(In words, indicate day, month and year.)*

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

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

### ARTICLE GG.1

*(Attach to this cover sheet a completed AIA Document E202<sup>™</sup>-2008, Building Information Modeling Protocol Exhibit, or other similar protocol document.)*

Sample