



AGENDA

Greater Asheville Regional Airport Authority Regular Meeting
Thursday, January 6, 2022, 8:30 a.m.
Conference Room at Administrative Offices

NOTICE TO THE PUBLIC: The Airport Authority welcomes comments from the public on any agenda item. Comments are received prior to the Board's discussion of the agenda item. Comments are limited to five minutes. In compliance with the state-wide mandate for COVID-19, members of the public may attend the Authority Board meeting at 8:30 a.m. on Thursday, January 6, 2022 via Webex: 1-844-621-3956; Meeting Number (access code): 2632 081 6009

- I. CALL TO ORDER
- II. EMPLOYEE RECOGNITIONS
- III. PRESENTATIONS: None
- IV. FINANCIAL REPORT ([document](#))
- V. CONSENT ITEMS:
 - A. Approval of the Greater Asheville Regional Airport Authority December 10, 2021 Regular Meeting Minutes ([document](#))
 - B. Approval of the Greater Asheville Regional Airport Authority December 10, 2021 Closed Session Minutes
- VI. OLD BUSINESS: None
- VII. NEW BUSINESS:
 - A. Approve Purchase of Insurance Services for Terminal Building Modernization and Expansion Project ([document](#))



- B. Approval of Amendments to Standard Form of Agreement Between Owner and Construction Manager as Constructor (AIA Document A133-2019) with Hensel Phelps Construction Company for Terminal Building Modernization and Expansion Project ([document](#))
- C. Approval of Scope of Services No. 5 with AVCON Engineers and Planners, Inc. for Stormwater Improvement Design Services ([document](#))

VIII. DIRECTOR'S REPORT:

- A. FAA Funding

IX. INFORMATION SECTION:

(Staff presentations will not be made on these items. Staff will be available to address questions from the Board.)

- A. November 2021 Traffic Report ([document](#))
- B. November 2021 Monthly Financial Report ([document](#))
- C. January 2022 Development/Project Status Report ([document](#))
- D. Potential Board Items for the Next Regular Meeting:
 - Unsealing of Closed Session Minutes

X. PUBLIC AND TENANTS' COMMENTS

In compliance with the state-wide mandate for COVID-19, Public and Tenant Comments will be as follows:

1. Please fill out a Comment Card located on the airport website here: <https://flyavl.com/boardcomment> by 3:00 pm on Wednesday, January 5, 2022
2. Comments received, as specified above, shall be read during this Agenda period

XI. CALL FOR NEXT MEETING: February 18, 2022



XII. CLOSED SESSION:

Pursuant to Subsections 143-318.11 (a) (3) and (4) of the General Statutes of North Carolina to Consult with Legal Counsel in Order to Preserve the Attorney-Client Privilege and to Discuss Matters Relating to the Location and/or Expansion of Industries or Other Businesses in the Area Served by the Authority, Including Agreement on a Tentative List of Economic Development Incentives that may be Offered by the Authority in Negotiations.

XIII. AUTHORITY MEMBER REPORTS:

A. Key Strategic Elements ([document](#))

XIV. ADJOURNMENT

This agenda of the Greater Asheville Regional Airport Authority is provided as a matter of convenience to the public. It is not the official agenda. Although every effort is made to provide complete and accurate information in this agenda, the Greater Asheville Regional Airport Authority does not warrant or guarantee its accuracy or completeness for any purpose. The agenda is subject to change before and/or during the Board meeting.

**Asheville Regional Airport
Executive Summary
November-21**

AIRPORT ACTIVITY

	Month	Variance to Prior Year	Calendar Year to Date	Variance to Prior Year
Passenger Enplanements	65,431	88.0%	652,727	100.9%
Aircraft Operations				
Commercial	1,981	16.1%	24,809	61.5%
Scheduled Flights	686	10.3%		
Flight Cancellations	1			
Seats	79,643	27.4%	911,842	59.4%
Load Factor	82.2%	47.6%	71.6%	26.0%
General Aviation	3,964	8.4%	41,303	14.9%
Military	504	47.4%	3,897	89.6%

FINANCIAL RESULTS

	Month	Variance to Budget	Fiscal Year to Date	Variance to Budget
Operating Revenues	\$ 1,614,185	62.0%	\$ 8,675,257	74.1%
Operating Expenses	692,984	(30.8%)	3,423,414	(31.7%)
Net Operating Revenues before Depreciation	<u>\$ 921,201</u>		<u>\$ 5,251,843</u>	
Net Non-Operating Revenues	<u>\$ 1,744,359</u>	471.9%	* <u>\$ 5,543,656</u>	263.5%
<small>includes CARES funding listed below</small>				
Grants:				
FAA AIP Grants	\$ 509,589		\$ 2,525,940	
NC Dept of Transportation Grants	-		1,417,444	
Total	<u>\$ 509,589</u>		<u>\$ 3,943,384</u>	
* CARES Funding	\$ 1,353,826		\$ 3,118,655	

CASH

Restricted	\$ 12,880,476
Designated for O&M Reserve	5,127,919
Designated for Emergency Repair	650,000
Unrestricted, Undesignated	10,415,321
Total	<u>\$ 29,073,716</u>

RECEIVABLES PAST DUE

	Total	1-30 Days	31-60 Days	Over 60 Days
Advertising Customers	10,407	2,470	770	7,167
American	6,765			6,765
CRJ Aviation	2,267	-		2,267
Delta	247,657	62,777	58,082	126,798
Elite	280	-	-	280
Enterprise	660	660	-	-
FAA	33,996	16,807	80	17,109
Paradies	4,048	3,636	412	-
Spirit	341	-	-	341
Travelers	6,052	-	-	6,052
TSA	17,216	1,810	11,770	3,636
World Fuel Services	1,758	-		1,758
Worldwide	250	-		250
Miscellaneous	16,399	93	-	16,306
Total	<u>\$ 348,096</u>	<u>\$ 88,253</u>	<u>\$ 71,114</u>	<u>\$ 188,729</u>
% of Total Receivables	<u>30.81%</u>			

Note: Excludes balances paid subsequent to month-end. =

REVENUE BONDS PAYABLE

	Original Amount	Current Balance
Parking Garage Revenue Bond, Series 2016A	\$ 15,750,000	\$ 14,990,000
Parking Garage Taxable Revenue Bond, Series 2016B	5,250,000	-
	<u>\$ 21,000,000</u>	<u>\$ 14,990,000</u>

CAPITAL EXPENDITURES

Annual Budget	\$ 39,248,685
Year-to-Date Spending	\$ 4,243,482

**REGULAR MEETING
GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
December 10, 2021**

The Greater Asheville Regional Airport Authority ("Authority") met on Friday, December 10, 2021 at 8:30 a.m. in the Conference Room at the Authority's Administrative Offices, Asheville Regional Airport ("Airport"), 61 Terminal Drive, Suite 1, Asheville, NC 28732.

MEMBERS PRESENT IN PERSON: Brad Galbraith, Vice-Chair; George H. Erwin, Jr.; Carl H. Ricker, Jr.; Susan Russo Klein; and Britt Lovin

MEMBERS PRESENT VIA TELEPHONE/VIDEO: Thomas M. Apodaca

MEMBERS ABSENT: Matthew C. Burrell, Chair

STAFF AND LEGAL COUNSEL PRESENT IN PERSON: Cindy Rice, Authority Legal Counsel; Lew Bleiweis, Executive Director; Michael Reisman, Deputy Executive Director; Tina Kinsey, Director of Marketing and Public Relations; Janet Burnette, Director of Finance and Accounting; Shane Stockman, IT Director; John Coon, Director of Operations and Maintenance; Lisa Hartz, Director of Administration and Human Resources; Christina Madsen, Airport Properties and Contracts Manager; Jared Merrill, Airport Planning Manager; Samuel Sales, Chief of Public Safety; Michael Merideth, Systems Administrator; and Ellen Heywood, Clerk to the Board

PRESENT IN PERSON: Elsa Watts, Martin Starnes & Associates, CPAs, P.A.

ALSO PRESENT VIA TELEPHONE: John Kasuda, Siemens; Bill Case, PFM Financial Advisors; James Moose, Avcon; Brock Burns, Jacobs; and a few others not identified

CALL TO ORDER: With the absence of the Chair, the Vice-Chair called the meeting to order at 8:30 a.m.

PRESENTATIONS:

A. Wifi Data: Tina Kinsey gave a presentation containing an analysis of data gathered from passengers who subscribe to the airport's wifi using the captive portal which was launched in 2018. Mrs. Kinsey explained how the data is used in community relations and advertising. The data is also used to reveal passenger trends that is shared with airline network planners who find the information extremely interesting and useful. Mrs. Kinsey stated that email marketing has become one of the airport's most powerful

tools for marketing and the information gathered helps to ensure money is spent wisely and the airport's messaging also reaches the appropriate audience.

The Board thanked Mrs. Kinsey for her presentation.

FINANCIAL REPORT: A review of enplanements, aircraft operations, and general aviation activity for the month of October was provided by the Director. Janet Burnette reported on the financial activity for the month of October.

CONSENT ITEMS: The Vice-Chair stated that Consent Item B, Approve the Greater Asheville Regional Airport Authority November 12, 2021 Closed Session Minutes, would be pulled for review during Closed Session.

A. Approve the Greater Asheville Regional Airport Authority November 12, 2021 Regular Meeting Minutes: Mr. Erwin moved to approve the Greater Asheville Regional Airport Authority November 12, 2021 Regular Meeting Minutes. Ms. Russo Klein seconded the motion and it carried unanimously.

OLD BUSINESS: None

NEW BUSINESS:

A. Presentation of Annual Audited Financial Report for Fiscal Year 2020/2021: Janet Burnette stated that the annual audit for fiscal year ended June 30, 2021 was performed by Martin Starnes & Associates, CPA's ("Martin Starnes"). The audited financial statements have been submitted to the Local Government Commission. Mrs. Burnette introduced Elsa Watts with Martin Starnes to present the audit highlights to the Board. Ms. Watts reported an unmodified opinion as well as no material weaknesses and no red flags identified. Ms. Watts reviewed revenues and expenses as well as current assets and liabilities.

Mr. Erwin moved to accept the 2020/2021 Audit Report as presented. Ms. Russo Klein seconded the motion and it carried unanimously.

B. Approval of Amended Pay Grade Structure: Lisa Hartz informed the Board that a comprehensive salary survey was recently conducted to include like-sized airports and businesses within the community. In the past, employee salary increases have been based solely on merit performance. This, and the current pandemic, has caused the Authority to fall behind with market salary rates. Staff plans to base future raises on cost-of-living adjustments as well as merit performance. Ms. Hartz reported that the Authority's pay grade structure is the tool to ensure that pay levels are competitive externally and equitable internally. The pay grade structure needs to be adjusted to

reflect the current market and attract, motivate and retain key talent to serve the Authority's business needs. Ms. Hartz advised the Board that staff expects an annual increase of approximately \$900,000 to the Personnel Service section of the budget which includes 15 current vacant positions. The adjustment will go into effect on January 4, 2022, therefore, half of the annual amount will be included in a budget amendment.

The Director informed the Board that the current pay grade structure is level 1 through 10. The revised pay structure begins at a level 11 through 29. This was done to totally discard the old levels so there were no comparisons made. The Director stated that his position was not part of this pay grade structure and that a salary survey for airport directors was being done by a consultant to compare 30 like-sized airports throughout the country.

Mr. Erwin moved to approve the amended Pay Grade Structure effective January 4, 2022. Mr. Lovin seconded the motion and it carried unanimously.

C. Approval of Amendment to the FY21/22 Budget for Revised Departmental Budgets: Janet Burnette advised the Board that the pandemic was still greatly impacting airline activity when the FY22 budget was prepared, so the budget included very conservative revenue and expense amounts to ensure sound fiscal management. With a significant rebound of airline travel, staff needs to adjust the budget amounts to better reflect operational needs. Mrs. Burnette stated that the revenue budget needed to be increased by \$3,536,494 and the expense budget increased by \$1,354,845, of which \$449,974 is for salary increases and the remainder for operating and capital expenditures. The following budget amendment will be necessary:

[INTENTIONALLY LEFT BLANK]

BE IT ORDAINED by the Greater Asheville Regional Airport Authority that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30,2022:

Section 1. To amend the appropriations as follows:

EXPENDITURES:

	<u>Decrease</u>	<u>Increase</u>
Administration Dept.		\$43,694
Executive Dept.		332,634
Finance Dept.		40,401
Guest Services Dept.		30,758
Information Tech. Dept.		75,603
Marketing Dept.		99,705
Operations/Maintenance Dept.		396,761
Planning Dept.		22,300
Properties Dept.		35,119
Public Safety Dept.		180,264
Capital – Renewal/Replacement		97,606
Totals		\$1,354,845

This will result in a net increase of \$1,354,845 in the appropriations. Revenues will be revised as follows:

REVENUES:

	<u>Decrease</u>	<u>Increase</u>
Terminal		\$1,604,493
Airfield		281,711
Parking Lot/Roadway		1,636,518
Other		13,772
Transfer from GARAA Cash	\$2,181,649	0
Totals	\$2,181,649	\$3,536,494

Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Greater Asheville Regional Airport Authority, and to the Budget Officer and to the Finance Officer for their direction.

Adopted this 10th day of December 2021.

Brad Galbraith, Vice-Chair

Attested by:

Ellen Heywood, Clerk to the Board

Mr. Lovin moved to amend the FY2021/2022 budget by adopting the budget ordinance amendment as presented by staff. Mr. Ricker seconded the motion and it carried unanimously.

D. Approval of Bond Underwriting Services: Janet Burnette reported that the Authority's bond consultant, PFM Financial Advisors (PFM), issued a Request for Proposals for bond underwriting services in connection with a future public offering bond issuance. Mrs. Burnette reviewed the guidelines used to make the determination from the nine proposals received, and stated that Raymond James & Associates, Inc. was selected to serve as senior underwriter on the next public offering bond issuance. If necessary, co-underwriters will be selected in the future to serve on an underwriting team with Raymond James, and will be selected from the firms who submitted proposals. The cost of the service for bond underwriting is based on the total amount of bond issuance and will be paid from bond proceeds.

Ms. Russo Klein moved to approve Raymond James & Associates, Inc. to serve as senior underwriter, authorize the Executive Director to select co-underwriters at a later date, and authorize the Executive Director to execute the necessary documents. Mr. Lovin seconded the motion and it carried unanimously.

DIRECTOR'S REPORT: The Director stated that he had a couple of items to address that were not included on the agenda.

A. Ground Transportation Update: The Director reported that as the Board was aware, the airport has experienced ground transportation issues over the last 18 months due to the pandemic. While there has been somewhat of a relief with an increase in Uber, Lyft and taxis, there is still not enough ground transportation to meet the demand. Staff has been having discussions with LAZ to take over the shuttle service the Authority introduced to help transport passengers to downtown Asheville. LAZ has submitted a proposal which staff is reviewing. One of the items LAZ is seeking is to exercise the option of the 5-year extension in their contract early in exchange for a much lower price to operate the shuttle. Staff has also discussed the possibility of putting out a solicitation for one taxi provider vs multiple operators. The Director further stated that staff is aware of the issue and has been working to improve the situation.

B. Mask Mandate: The CDC and administration has extended the mask mandate for public transportation to March 18, 2022.

C. Runway 5k: The Director was pleased to announce that approximately \$17,000 was raised through the 5k event and will be split between the AB Tech Aviation Scholarship Fund and WNC Pilots Association Education Foundation.

D. Vaccines and Federal Mandate: The Director shared the results of an employee vaccination survey that was taken to plan for the vaccination mandate required of federal contractors.

INFORMATION SECTION: No comments

PUBLIC AND TENANTS COMMENTS: None

CALL FOR NEXT MEETING: The Vice-Chair stated that the next regular meeting of the Board will be held on January 6, 2022.

AUTHORITY MEMBER REPORTS: None

CLOSED SESSION: At 9:29 a.m. Mr. Lovin moved to go into Closed Session Pursuant to Subsections 143-318.11 (a)(3) and (4) of the General Statutes of North Carolina to Consult with Legal Counsel in order to Preserve the Attorney-Client Privilege; and to Discuss Matters Relating to the Location and/or Expansion of Industries or Other Businesses in the Area Served by the Greater Asheville Regional Airport Authority, Including Agreement on a Tentative List of Economic Development Incentives that may be Offered by the Greater Asheville Regional Airport Authority in Negotiations. Mr. Erwin seconded the motion and it carried unanimously.

The Vice-Chair indicated they would break for five minutes at which time the Board would resume in closed session.

Open Session resumed at 10:29 a.m.

Mr. Apodaca left the meeting during the closed session.

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY DECEMBER 10, 2021

CLOSED SESSION MINUTES: Mr. Lovin moved to seal the minutes for the Closed Session just completed and to withhold such Closed Session minutes from public inspection so long as public inspection would frustrate the purpose or purposes thereof. Ms. Russo Klein seconded the motion and it carried by a 5 to 0 vote.

APPROVAL OF THE GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY

NOVEMBER 12, 2021 CLOSED SESSION MINUTES: Mr. Lovin moved to approve the minutes for the Greater Asheville Regional Airport Authority November 12, 2021 Closed Session and to seal and withhold the minutes for the November 12, 2021 Closed Session from public inspection so long as public inspection would frustrate the purpose or purposes thereof. Ms. Russo Klein seconded the motion and it carried by a 5 to 0 vote.

ADJOURNMENT: Mr. Erwin moved to adjourn the meeting at 10:30 a.m. Ms. Russo Klein seconded the motion and it carried by a 5 to 0 vote.

Respectfully submitted,

Ellen Heywood
Clerk to the Board

Approved:

Brad Galbraith
Vice-Chair



MEMORANDUM

TO: Members of the Airport Authority

FROM: Michael A. Reisman, A.A.E.
Deputy Executive Director

DATE: January 6, 2022

ITEM DESCRIPTION – New Business Item A

Approve Purchase of Insurance Services for Terminal Building Modernization and Expansion Project

BACKGROUND

The Terminal Building Modernization and Expansion Project scheduled to begin construction in early 2022, requires specialized insurance coverages not normally included in the Authority's annual Business Insurance program. Airport staff investigated obtaining these specialized insurance services from both USI, and McGriff Insurance Services, Inc., the Authority's current insurance brokers. It was determined that McGriff was better suited to provide the specialized construction insurance services required by the Authority, and for the past several months, has been working with both airport staff and Hensel Phelps Construction Company in putting together an insurance plan that is satisfactory to both. Binding of the insurance program needs to be accomplished soon in order not to delay the start of construction activity.

In general, the Authority will be providing an Owners Controlled Insurance Program (OCIP), and Hensel Phelps will provide Builders Risk coverage, and all other customary lines of insurance as the contractor. The OCIP has several benefits to the Authority versus the contractor simply providing all of the required insurance coverages. By using an OCIP, the sub-contractors are required to remove insurance overhead costs from their bids, which reduces their construction prices in excess of the cost differential of the OCIP. The OCIP also permits the Authority to maintain direct control over any claims against any lines of coverage during the project, which will be directly managed by McGriff on behalf of the Authority. Lastly, the OCIP provides coverage for the Authority for several years beyond the completion of the project, which is important in the event that any related claims are made after substantial completion of the overall project.

New Business – Item A



At the present time, McGriff intends to utilize the following surety companies in providing the OCIP for the Authority: Crum and Forster Specialty Insurance Company; Allied World Insurance Company; Westchester Surplus Lines Insurance Company; Great American Assurance Company; Ohio Casualty Insurance Company. The actual companies that are included in the overall insurance program will be determined when the policy is bound, and may include all or some of these, but may include others if premiums are advantageous to the program.

ISSUES

None.

ALTERNATIVES

The Board could elect to have staff search for other insurance brokerage firms to compare services, or have Hensel Phelps provide all of the customary insurance coverages. The estimated costs would likely not be impacted in any OCIP scenario, but are expected to be higher if provided by the contractor.

FISCAL IMPACT

Based on insurance industry practices, overall insurance program coverage is estimated to be \$2,650,800.00. This is based on actual quotes previously obtained by McGriff for the required coverages, and anticipated adjustments to overall construction costs which will not be finalized until mid-2022. These funds are already included in the current fiscal year's capital budget for the terminal project.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) approve the purchase of insurance services for the Terminal Building Modernization and Expansion Project from McGriff Insurance Services, Inc.; and (2) authorize the Executive Director to execute the necessary documents.



Asheville Regional Airport Terminal Modernization
Greater Asheville Regional Airport Authority

Asheville, North Carolina

39 Months

Expansion and modernization of the existing Greater Asheville Regional Airport. Project will contemplate the expansion from a single story, seven gate terminal building to a two story building with a twelve gate terminal building.

Crum & Forster Specialty Insurance Company	
Primary General Liability	
Limits - \$2M/\$4M/\$4M	
Deductible - \$25,000	
Construction Value	\$ 198,044,035
Rate per \$1000 CV:	\$ 3.50
Premium	\$ 693,154
Carrier Inspection Fee	\$ 3,000
Carrier Policy Fee	\$ 1,000
Surplus Lines Tax & Fee	\$ 37,646
Total	\$ 734,800
TRIA (Optional)	\$ 34,658
Additional Tax & Fee	\$ 1,872
Total	\$ 36,529
Total Including TRIA	\$ 771,330
Allied World Assurance Company	
Excess Liability - \$10M x Primary	
Rate per \$1000 CV:	\$ 2.45
Premium	\$ 485,207
Surplus Lines Tax & Fee	\$ 26,201
Total	\$ 511,408
TRIA (Optional)	\$ 24,260
Additional Tax & Fee	\$ 1,310
Total	\$ 25,570
Total Including TRIA	\$ 536,978



Crum & Forster Specialty Insurance Company	
Excess Liability - \$15M x \$10M	
Rate per \$1000 CV:	\$ 1.715
Premium	\$ 339,646
Surplus Lines Tax & Fee	\$ 18,341
Total	\$ 357,986
TRIA (Optional)	\$ 16,982
Additional Tax & Fee	\$ 917
Total	\$ 17,899
Total Including TRIA	\$ 375,886
Westchester Surplus Lines Insurance Company	
Excess Liability - \$25M x \$25M	
Rate per \$1000 CV: (FLAT)	\$ 1.565
Premium	\$ 310,000
Surplus Lines Tax & Fee	\$ 16,740
Total	\$ 326,740
TRIA (Optional)	\$ 15,500
Additional Tax & Fee	\$ 837
Total	\$ 16,337
Total Including TRIA	\$ 343,077
Great American Assurance Company	
Excess Liability - \$25M x \$50M	
Rate per \$1000 CV:	\$ 0.808
Premium	\$ 160,000
Surplus Lines Tax & Fee	\$ -
Total	\$ 160,000
TRIA (Optional)	\$ -
Additional Tax & Fee	\$ -
Total	\$ -
Total Including TRIA	\$ 160,000
Ohio Casualty Insurance Company	
Excess Liability - \$25M x \$75M	
Rate per \$1000 CV:	\$ 0.459
Premium	\$ 90,900
Surplus Lines Tax & Fee	\$ -
Total	\$ 90,900
TRIA (Optional)	\$ 900
Additional Tax & Fee	\$ -
Total	\$ 900
Total Including TRIA	\$ 91,800



VUE Set-Up Fee	\$ 5,600	
Wrap-Up Administration Fee	\$ -	
Premium (Including Fees)	\$ 2,187,434	1.1045%
Premium (Including TRIA and Fees)	\$ 2,284,670	1.1536%
Deductible Expenses	\$ 50,000	
Total Premium for All Costs	\$ 2,237,434	
Total Premium for All Costs and TRIA	\$ 2,334,670	

Subjectivities:

Completed and signed Wrap-Up Application

Signed TRIA Disclosures for all carriers

Written confirmation that GC will comply with all soils report recommendations

Copy of Builders Risk Policy

Loss control report, compliance and recommendations

Copy of executed contract



Proposal of Insurance

Greater Asheville Regional Airport Authority
Asheville Regional Airport Terminal Modernization
General Liability & Excess – OCIP

November 1, 2021 – March 1, 2025

Prepared By:

Lance Thom

Vice President

Hyland S. Knecht

Senior Vice President

Clint Provost

Senior Vice President

December 28, 2021

TABLE OF CONTENTS

	Page
ACCOUNT SERVICE TEAM.....	3
NAMED INSUREDS.....	4
CONTRACTOR CONTROLLED PROGRAM PARAMETERS.....	5
COMMERCIAL GENERAL LIABILITY	6
EXCESS LIABILITY – \$10M X PRIMARY	11
EXCESS LIABILITY – \$15M X \$10M.....	14
EXCESS LIABILITY – \$25M X \$25M.....	18
EXCESS LIABILITY – \$25M X \$50M.....	21
EXCESS LIABILITY – \$25M X \$75M.....	25
TERMS & CONDITIONS.....	29
DISCLAIMER	30
TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT (TRIPRA).....	31
COMPENSATION STATEMENT.....	32
PROVIDER SECURITY STANDARDS.....	33
PUNITIVE DAMAGE RELEASE	35
SPREADSHEET DISCLAIMER.....	36

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ACCOUNT SERVICE TEAM

Servicing Office Location

McGriff Insurance Services, Inc.

2211 7th Avenue South
 Birmingham, AL 35233
 800.476.2211
 205.252.9871
 205.581-9293 Fax
 www.mcgriff.com

Service Team Contacts

TEAM MEMBER	CONTACT INFORMATION
Lance Thom <i>Vice President</i>	Direct Number: (517) 898-2214 E-Mail: lthom@mcgriff.com
Clint Provost <i>Senior Vice President</i>	Direct Number: (205) 381-6004 E-Mail: cprovost@mcgriff.com
Hyland S. Knecht <i>Senior Vice President</i>	Direct Number: (205) 581-9279 Mobile Number: (205) 492-6374 E-Mail: hknecht@mcgriff.com
Erin Swenson <i>Account Service Representative</i>	Direct Number: (205) 581-9323 E-Mail: eswenson@mcgriff.com

Claims Service Team

TEAM MEMBER	CONTACT INFORMATION
For Claims Other Than Workers' Compensation Rodney Herald <i>Assistant Vice President</i>	Direct Number: (205) 581-9115 Fax Number: (205) 581-9195 E-Mail: rherald@mcgriff.com
For Litigation or Major Claims Problems Todd A. Pickard <i>Executive Vice President</i>	Direct Number: (205) 581-9115 Fax Number: (205) 837-9398 E-Mail: ssumrall@mcgriff.com

NAMED INSUREDS

Project Address: 61 Terminal Drive
Fletcher, NC 28732

First Named Insured: Greater Asheville Regional Airport Authority
61 Terminal Drive
Fletcher, NC 28732

Additional Named Insured: Hansel-Phelps Construction
420 Sixth Avenue
Greeley, CO 80631

CONFIDENTIALITY

- Confidentiality of Client information is critically important to McGriff. All client information provided to McGriff will be shared only to the extent needed within our firm and with the appropriate insurance carriers, wholesale brokers and intermediaries. No information will be divulged to any other source without our clients prior written consent, except as required by law.
- Furthermore, all information provided by McGriff is considered proprietary information and should not be shared with anyone without our prior written consent.
- Coverage summaries and reviews provided herein are intended as an outline of proposed coverage only and are necessarily brief. The extent of insurance coverage is at all times governed by the complete terms, conditions, and exclusions of the insurance policy(ies) issued by insurance carriers.

OWNER CONTROLLED PROGRAM PARAMETERS

1. Project Term November 1, 2021 to March 1, 2025 (3 years, 4 months)
2. \$198,044,035 Estimated "Total Hard Construction Cost"
3. \$2M/ \$4M/ \$4M Primary General Liability limit
4. \$25,000 Deductible Per Occurrence, includes supplementary payments
5. Defense costs in addition to the limits of liability but within the deductible
6. \$100M Excess Liability for the Project Term (Additional Excess can be quoted)
7. Dedicated project specific limits for "Asheville Regional Airport Terminal Modernization" and enrolled contractors/subcontractors
8. Annual reinstatement of the General Aggregate
9. Offsite allowance in project site 1,000' assuming integral to the project definition
10. Products/Completed Operations is one set of limits for the period of the program and extended Products/Completed Operations period with no reinstatement
11. Extended Completed Operations is 6 years or up to the statute of repose of North Carolina

COMMERCIAL GENERAL LIABILITY

Carrier: Crum & Forster Specialty Insurance Company (Non-Admitted) A.M. Best Rating: A XIII	Estimated Total Premium: \$ 771,329.85	Policy Period: 11/01/21 – 03/01/25
Policy #: TBD		

Limits of Liability:	\$2,000,000	Each Occurrence Limit
(for the term of the project)	\$4,000,000	General Aggregate Limit
	\$4,000,000	Products-Completed Operations Aggregate Limit
	\$1,000,000	Personal and Advertising Injury Limit
	\$ 50,000	Damage to Premises Rented to You
	EXCLUDED	Medical Expense Limit Any One Person
		Defense costs outside the limit of liability

Policy Form: CG 00 01 04 13 Commercial General Liability Coverage Form (Occurrence)

Project Description: Expansion and modernization of the existing airport from a single story, seven gate terminal building to a new two story terminal building with a minimum of 12 gates, and all construction operations taking place within 1,000 feet assuming integral to the project definition

Deductible: \$25,000 Per Occurrence

Rating Basis: \$198,044,035 Estimated Total Construction Costs

Rate: \$3.50 Per \$1,000 Construction Costs (Auditable)

Premium (Without TRIA):

\$ 693,154.00	Premium (Without TRIA)
\$ 3,000.00	Carrier Inspection Fee
\$ 1,000.00	Carrier Policy Fee
\$ 34,857.70	Surplus Lines Tax
\$ 2,788.62	Stamping Fee
\$ 734,800.32	Total Premium

TRIA (Optional)

\$ 34,658.00	TRIA Premium
\$ 1,871.53	Additional Taxes
\$ 771,329.85	Total Premium (With TRIA)

Minimum Premium: 25% of Premium is earned at inception; 100% minimum and deposit

This insurance coverage proposal summary is not intended to be inclusive of all terms, conditions, exclusions and details of the insurance policy. If you have any questions about the insurance coverage(s) being proposed and its application(s), please ask your McGriff representative for more information, details and clarification.

Scheduled Forms:

Form Number	Form Name
CS 07 001 01 21	Crum & Forster Specialty Insurance Company Signature Page
CFSIC OFAC (12/12)	U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders
CG 00 01 04 13	Commercial General Liability Coverage Form (Occurrence)
GU 207 (06/78)	Named Insured Extension GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY Hensel-Phelps Construction
SOP CF (07/16)	Service Of Process Clause
CG 20 10 12 19	Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization (Additional Insured: Any person or organization you have agreed in a written contract to add as an additional insured on your policy provided the written contract is signed prior to the "bodily injury", "property damage" or "personal and advertising injury"; Location: Locations and operations covered under this policy when required by written contract signed prior to the "bodily injury", "property damage" or "personal and advertising injury")
CG 20 12 12 19	Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations (Additional Insured: Any agency or subdivision you have agreed in a written contract to add as an additional insured on your policy provided the written contract is signed prior to the "bodily injury", "property damage" or "personal and advertising injury")
CG 20 18 12 19	Additional Insured - Mortgagee, Assignee Or Receiver (Additional Insured: Any person or organization you have agreed in a written contract to add as an additional insured on your policy provided the written contract is signed prior to the "bodily injury", "property damage" or "personal and advertising injury"; Premises: Premises covered under this policy when required by written contract signed prior to the "bodily injury", "property damage" or "personal and advertising injury")
CG 20 28 12 19	Additional Insured - Lessor Of Leased Equipment (Additional Insured: Any person or organization you have agreed in a written contract to add as an additional insured on your policy provided the written contract is signed prior to the "bodily injury", "property damage" or "personal and advertising injury")
CG 20 37 12 19	Additional Insured - Owners, Lessees Or Contractors - Completed Operations (Additional Insured: As required by written contract signed prior to the "bodily injury" or "property damage".; Location & Description: As required by written contract signed prior to the "bodily injury" or "property damage" and if covered under this policy.)
CG 21 32 05 09	Communicable Disease Exclusion
CG 21 47 12 07	Employment-Related Practices Exclusion

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CG 21 65 12 04	Total Pollution Exclusion With A Building Heating, Cooling And Dehumidifying Equipment Exception And A Hostile Fire Exception
CG 21 67 12 04	Fungi Or Bacteria Exclusion
CG 21 71 01 15	Exclusion Of Other Acts Of Terrorism Committed Outside The United States; Cap On Losses From Certified Acts Of Terrorism (PLEASE NOTE THAT THIS FORM WILL ONLY BE ATTACHED TO THE BINDER IF TRIA COVERAGE IS PURCHASED)
CFSIC GL 2279	Exterior Insulation and Finish Systems Coverage Limitation
CG 22 79 04 13	Exclusion - Contractors - Professional Liability
CG 24 04 12 19	Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) (Person Or Organization: Any person or organization you have agreed in a written contract to waive any right of recovery against provided the written contract is signed prior to the injury or damage)
CFSIC GL 2015 (01/14)	Policy Deductible Endorsement
CFSIC GL 2077 (09/14)	Hazardous Materials Exclusion
CFSIC GL 2243 (02/12)	Unintentional Failure To Disclose Hazards
CFSIC GL 2313 (01/21)	Knowledge And Notice Of Occurrence (Paragraph a. Parties: Any named insured, partner, executive officer or an employee designated by you to give us such notice; Paragraph b. Parties: Any named insured, partner, executive officer or an employee designated by you to give us such notice)
CFSIC GL 2496 (10/20)	Policyholder Notice - Certificates Of Insurance
CFSIC GL 2510 (11/16)	Prior Work Exclusion
CFSIC GL 2585 (03/15)	Amendment Of Limits Endorsement - Products-Completed Operations Aggregate Not Subject To Reinstatement
CFSIC GL 2588 (08/18)	Cross Liability Exclusion For Products-Completed Operations - With Designated Exception(s) (Exceptions: Greater Asheville Regional Airport Authority Hensel-Phelps Construction)
CFSIC GL 2624 (04/21)	Construction Project Endorsement - OCIP/CCIP - Version 7 Project Name: Greater Asheville Regional Airport Authority; Location: 61 Terminal Drive, Fletcher, NC 28732; Description: Expansion and modernization of the existing airport from a single story, seven gate terminal building to a new two story terminal building with a minimum of 12 gates, and all construction operations taking place within 250 feet of the project location that are directly related to the designated project, including staging areas within 250 feet.

This insurance coverage proposal summary is not intended to be inclusive of all terms, conditions, exclusions and details of the insurance policy. If you have any questions about the insurance coverage(s) being proposed and its application(s), please ask your McGriff representative for more information, details and clarification.

CFSIC GL 2645 (01/16)	Broadened Bodily Injury Definition
CFSIC GL 2745 (04/21)	Premium Computation And Minimum Premium Endorsement (Fully Earned By: 24 months after the date of inception)
CFSIC GL 2851 (07/19)	Exclusion - Glyphosate
CFSIC GL 3062 (08/21)	Exclusion - Cyber Incident And Personal (Including Biometric) Data
IL 00 17 11 98	Common Policy Conditions
IL 00 21 09 08	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
IL 09 85 01 20	Disclosure Pursuant To Terrorism Risk Insurance Act (PLEASE NOTE THAT THIS FORM WILL ONLY BE ATTACHED TO THE BINDER IF TRIA COVERAGE IS PURCHASED)
CFSIC - Claim (08/18)	Claim Notification

Subjectivities:

Copy of the signed Wrap Administration contract, with the previously approved vendor. (WITHIN 30 DAYS)

Final subcontractor enrollment list. (WITHIN 30 DAYS OF POLICY EXPIRATION)

Completed Wrap application signed and dated by the insured. (AT BINDING)

Completed CFSIC TRIA Disclosure 2020 form signed and dated by the insured. (AT BINDING)

Broker is responsible for all Surplus Lines filings and taxes, as well as providing a completed Surplus Lines form. (WITHIN 15 DAYS)

Insured's audit contact information including contact name, address, phone and email. (AT BINDING)

Loss Control Report and Compliance with loss control recommendations is required. HETI WILL HANDLE THIS. (AT BINDING)

Written confirmation the General Contractor will comply with any and all recommendations contained in the soils report. (PRIOR TO BINDING)

5 years of favorable, currently valued (within 90 days of proposed inception) carrier loss runs for the General Contractor. (PRIOR TO BINDING)

Copy of Builders Risk policy covering the project(s). (AT BINDING)

This insurance coverage proposal summary is not intended to be inclusive of all terms, conditions, exclusions and details of the insurance policy. If you have any questions about the insurance coverage(s) being proposed and its application(s), please ask your McGriff representative for more information, details and clarification.

**POLICYHOLDER DISCLOSURE NOTICE OF
TERRORISM INSURANCE COVERAGE**

TERRORISM RISK INSURANCE ACT

YOU ARE HEREBY NOTIFIED THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, YOU HAVE A RIGHT TO PURCHASE INSURANCE COVERAGE FOR LOSSES RESULTING FROM ACTS OF TERRORISM, AS DEFINED IN SECTION 102(1) OF THE ACT: THE TERM "ACT OF TERRORISM" MEANS ANY ACT THAT IS CERTIFIED BY THE SECRETARY OF THE TREASURY—IN CONSULTATION WITH THE SECRETARY OF HOMELAND SECURITY, AND THE ATTORNEY GENERAL OF THE UNITED STATES—TO BE AN ACT OF TERRORISM; TO BE A VIOLENT ACT OR AN ACT THAT IS DANGEROUS TO HUMAN LIFE, PROPERTY, OR INFRASTRUCTURE; TO HAVE RESULTED IN DAMAGE WITHIN THE UNITED STATES, OR OUTSIDE THE UNITED STATES IN THE CASE OF CERTAIN AIR CARRIERS OR VESSELS OR THE PREMISES OF A UNITED STATES MISSION; AND TO HAVE BEEN COMMITTED BY AN INDIVIDUAL OR INDIVIDUALS AS PART OF AN EFFORT TO COERCE THE CIVILIAN POPULATION OF THE UNITED STATES OR TO INFLUENCE THE POLICY OR AFFECT THE CONDUCT OF THE UNITED STATES GOVERNMENT BY COERCION.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT REIMBURSES 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

IN ACCORDANCE WITH THE ACT, YOU MUST CHOOSE TO SELECT OR REJECT COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" BELOW:

I hereby elect to purchase certified acts of terrorism coverage for a premium of \$34,658.

I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism coverage.

Policyholder/Applicant's Signature

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
Named Insured

Print Name

Per Accord Application
Insured's Mailing Address

Date

7732731
Quote Number

TRIA DISCLOSURE 2020

This insurance coverage proposal summary is not intended to be inclusive of all terms, conditions, exclusions and details of the insurance policy. If you have any questions about the insurance coverage(s) being proposed and its application(s), please ask your McGriff representative for more information, details and clarification.

00241 (11/05)	Asbestos Exclusion
00275 (03/12)	Service of Suit
GL 00117 00 (01/15)	Policyholder Disclosure Statement Under the Terrorism Risk Insurance Act
GL 00302 00 (11/06)	Adjustable Premium Total Cost
GL 00316 00 (06/16)	Strategic Response Coverage Extension
GL 00318 00 (05/09)	Defense Amendatory (Right and Duty to Defend)
GL 00323 00 (05/09)	Schedule of Underlying Insurance
GL 00338 00 (07/10)	Premium Fully Earned - Twelve Months (Premium Amendatory)
GL 00361 00 (09/11)	Other Insurance Amendatory Endorsement (Primary and Non-Contributory)
GL 00366 00 (09/11)	Follow-Form Other Aggregate Limit
GL 00373 00 (09/11)	Schedule of Project(s)
GL 00390 00 (07/13)	Claims Reporting Amendment (Amendment Of Condition F.)
GL 00482 00 (06/16)	Absolute Access, Collection And Disclosure Of Non-Public Information Exclusion
GL 00621 00 (07/20)	Communicable Disease And Infectious Agent Exclusion
GL 00659 00 (03/21)	Limitation of Coverage to Designated Wrap - Up Project (Separate Schedule of Projects)

Subjectivities:

1. Complete Copies of Underlying Policies
2. Completed and Signed TRIA Disclosure Statement
3. A letter from the General Contractor on their letterhead stating they will adhere to the Geotechnical report recommendations during construction.
4. Surplus Lines Affidavit
5. Underlying Binders
6. Complete copy of signed quotations (including terms and conditions) for the Followed Policy(ies) and for all underlying excess policies attaching between the Followed Policy and the Allied World policy.
7. Specimen copies of any underlying endorsements or policy forms as required by Allied World.
8. Signed and completed application.

This insurance coverage proposal summary is not intended to be inclusive of all terms, conditions, exclusions and details of the insurance policy. If you have any questions about the insurance coverage(s) being proposed and its application(s), please ask your McGriff representative for more information, details and clarification.

**POLICYHOLDER DISCLOSURE STATEMENT
UNDER THE
TERRORISM RISK INSURANCE ACT**

The **insured** is hereby notified that under the federal Terrorism Risk Insurance Act, as amended, (the "Act"), the **insured** has a right to purchase insurance coverage for losses arising out of an Act of Terrorism, as defined in Section 102(1) of the Act. The term "act of terrorism" means any act certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside of the United States in case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. The **insured** should read the Act for a complete description of its coverage. The Secretary's decision to certify or not to certify an event as an Act of Terrorism covered by the Act is final and not subject to review.

Coverage provided by this policy for losses caused by a Certified Act of Terrorism may be partially reimbursed by the United States Government under a formula established by federal law. However, the **insured's** policy may contain other exclusions that might affect coverage, such as an exclusion for nuclear events. Under the formula, the United States Government will generally reimburse 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019; and 80% beginning on January 1, 2020, of covered terrorism losses exceeding a statutorily established deductible that must be met by the **company**, and which deductible is based on a percentage of the **company's** direct earned premiums for the year preceding the Certified Act of Terrorism.

Be advised that the Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap on all losses resulting from Certified Acts of Terrorism. If aggregate insured losses attributable to Certified Acts of Terrorism exceed \$100 billion in a calendar year, the United States Government shall not make any payment for any portion of the amount of such loss that exceeds \$100 billion. If aggregate insured losses attributable to Certified Acts of Terrorism exceed \$100 billion in a calendar year and the **company** has met its deductible under the Act, the **company** shall not be liable for payment of any portion of the losses that exceeds \$100 billion, and in such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Coverage for "insured losses" as defined in the Act is subject to the coverage terms, conditions, amounts and limits in this policy applicable to losses arising from events other than Certified Acts of Terrorism.

The **insured** should know that under federal law, the **insured** is not required to purchase coverage for losses caused by Certified Acts of Terrorism.

Please indicate the selection of the **insured** below.

The **insured** hereby elects to purchase coverage in accordance with the Act for a premium of \$24,260.

The **insured** hereby rejects coverage and accepts reinstatement of the exclusion in accordance with the Act.

Greater Asheville Regional Airport Authority

Signature of insured

Print/Title

Date

This insurance coverage proposal summary is not intended to be inclusive of all terms, conditions, exclusions and details of the insurance policy. If you have any questions about the insurance coverage(s) being proposed and its application(s), please ask your McGriff representative for more information, details and clarification.

EXCESS LIABILITY – \$15M X \$10M

Carrier: Crum & Forster Specialty Insurance Company (Non-Admitted) A.M. Best Rating: A XII	Estimated Total Premium: \$ 375,884.86	Policy Period: 11/01/21 – 03/01/2025
Policy #: TBD		

Limits of Liability:	\$ 15,000,000	Per Occurrence
	\$ 15,000,000	Products-Completed Operations Aggregate
	\$ 15,000,000	Aggregate (Where Applicable)

Scheduled Underlying Limits:

Excess Liability

Carrier:	Allied World Assurance Company (Non-Admitted)
Effective Date:	November 1, 2021 – March 1, 2025
\$ 10,000,000	General Aggregate Limit
\$ 10,000,000	Each Occurrence Limit
\$ 10,000,000	Products-Completed Operations Aggregate Limit

General Liability

Carrier:	Crum & Forster Specialty Insurance Company (Non-Admitted)
Effective Date:	November 1, 2021 – March 1, 2025
\$ 4,000,000	General Aggregate
\$ 4,000,000	Products-Completed Operations Aggregate
\$ 2,000,000	Each Occurrence

Premium (Without TRIA):	\$ 339,645.00 Premium (Without TRIA)
	\$ 16,982.25 Surplus Lines Tax
	\$ 1,358.58 Stamping Fee
	\$ 357,985.83 Total Premium

Premium (With TRIA):	\$ 16,982.00 TRIA Premium
	\$ 917.03 Additional Surplus Lines Tax
	\$ 375,884.86 Total Premium (Including TRIA)

Premium Adjustment:	\$1.7150 Per \$1,000 Of Construction Cost Based On \$198,044,035 Construction Cost
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Minimum Earned Premium:

25%; 100% after 12 months

Forms & Endorsements:

Form Number	Form Title
CS 07 001 01 21	Crum & Forster Specialty Insurance Company Signature Page

This insurance coverage proposal summary is not intended to be inclusive of all terms, conditions, exclusions and details of the insurance policy. If you have any questions about the insurance coverage(s) being proposed and its application(s), please ask your McGriff representative for more information, details and clarification.

CFSIC OFAC (12/12)	U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders
CFSIC EX 101.0.302 05 21	Excess Liability Coverage Form
SOP CF (07/16)	Service Of Process Clause
CFSIC EX 2326 (03/15)	Exclusion - Automobile
CFSIC EX 2343 (02/20)	Exclusion - Communicable Disease
CFSIC EX 2357 (03/15)	Amendment To Pollution Exclusion
CFSIC EX 2571 (01/15)	Exclusion - Property Damage To The Project During The Course Of Construction
CFSIC EX 2597 (10/20)	Amendment - Follow Form Coverage Extension Period
CFSIC EX 2598 (10/20)	Amendment Of Limits Endorsement - Products-Completed Operations Aggregate Not Subject To Reinstatement
CFSIC EX 2601 (04/15)	Exclusion Of Other Acts Of Terrorism Committed Outside The United States; Cap On Losses From Certified Acts Of Terrorism (Retained Amount: \$12,000,000) (PLEASE NOTE THAT THIS FORM WILL ONLY BE ATTACHED TO THE BINDER IF TRIA COVERAGE IS PURCHASED)
CFSIC EX 2602 (04/15)	Auto Coverage - Exclusion Of Terrorism (PLEASE NOTE THAT THIS FORM WILL ONLY BE ATTACHED TO THE BINDER IF TRIA COVERAGE IS PURCHASED)
CFSIC EX 2750 (04/21)	Premium Computation And Minimum Premium Endorsement (Excess Follow Form Exposure Base) (Fully Earned By: 12 Months after the date of inception) Rate: \$1.7150 Per \$1,000 Of Construction Cost Based On \$198,044,035 Construction Cost
CFSIC EX 2849 (06/19)	Amendment - Follow Form Other Insurance Clause
IL 09 85 01 20	Disclosure Pursuant To Terrorism Risk Insurance Act (PLEASE NOTE THAT THIS FORM WILL ONLY BE ATTACHED TO THE BINDER IF TRIA COVERAGE IS PURCHASED)
CFSIC Claim (08/18)	Claim Notification

Subjectivities:

Completed Project application signed and dated by the insured. (AT BINDING)

Completed CFSIC TRIA Disclosure 2020 form signed and dated by the insured. (AT BINDING)

All of the subjectivities requested in the underlying primary quote. (PRIOR TO BINDING)

This insurance coverage proposal summary is not intended to be inclusive of all terms, conditions, exclusions and details of the insurance policy. If you have any questions about the insurance coverage(s) being proposed and its application(s), please ask your McGriff representative for more information, details and clarification.

Receipt and acceptance of quotes for all excess layers placed above this quotation. Crum & Forster reserves the right to adjust the premium if it is determined any participation placed in excess of this layer is written at a disproportionate rate per million. (AT BINDING)

Insured's audit contact information including contact name, address, phone and email. (AT BINDING)

All Underlying Carriers must meet CFSIC's guidelines (A.M. Best A-, size VII or better).

Underlying Coverage Binder(s) as noted in the Schedule Of Underlying Insurance. (AT BINDING)

Satisfactory review and approval of any primary manuscript forms and/or restrictions of coverage. (PRIOR TO BINDING)

Complete copies of all underlying policies. (WITHIN 90 DAYS)

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**POLICYHOLDER DISCLOSURE NOTICE OF
TERRORISM INSURANCE COVERAGE**

TERRORISM RISK INSURANCE ACT

YOU ARE HEREBY NOTIFIED THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, YOU HAVE A RIGHT TO PURCHASE INSURANCE COVERAGE FOR LOSSES RESULTING FROM ACTS OF TERRORISM, AS DEFINED IN SECTION 102(1) OF THE ACT: THE TERM "ACT OF TERRORISM" MEANS ANY ACT THAT IS CERTIFIED BY THE SECRETARY OF THE TREASURY—IN CONSULTATION WITH THE SECRETARY OF HOMELAND SECURITY, AND THE ATTORNEY GENERAL OF THE UNITED STATES—TO BE AN ACT OF TERRORISM; TO BE A VIOLENT ACT OR AN ACT THAT IS DANGEROUS TO HUMAN LIFE, PROPERTY, OR INFRASTRUCTURE; TO HAVE RESULTED IN DAMAGE WITHIN THE UNITED STATES, OR OUTSIDE THE UNITED STATES IN THE CASE OF CERTAIN AIR CARRIERS OR VESSELS OR THE PREMISES OF A UNITED STATES MISSION; AND TO HAVE BEEN COMMITTED BY AN INDIVIDUAL OR INDIVIDUALS AS PART OF AN EFFORT TO COERCE THE CIVILIAN POPULATION OF THE UNITED STATES OR TO INFLUENCE THE POLICY OR AFFECT THE CONDUCT OF THE UNITED STATES GOVERNMENT BY COERCION.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT REIMBURSES 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

IN ACCORDANCE WITH THE ACT, YOU MUST CHOOSE TO SELECT OR REJECT COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" BELOW:

I hereby elect to purchase certified acts of terrorism coverage for a premium of \$16,982.

I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism coverage.

Policyholder/Applicant's Signature

Greater Asheville Regional Airport Authority
Named Insured

Print Name

Per Acord Application
Insured's Mailing Address

Date

7732789
Quote Number

TRIA DISCLOSURE 2020

This insurance coverage proposal summary is not intended to be inclusive of all terms, conditions, exclusions and details of the insurance policy. If you have any questions about the insurance coverage(s) being proposed and its application(s), please ask your McGriff representative for more information, details and clarification.

EXCESS LIABILITY – \$25M X \$25M

Carrier: Westchester Surplus Lines Insurance Company (Non-Admitted) A.M. Best Rating: A++ XV	Estimated Total Premium: \$ 343,077.00	Policy Period: 11/01/21 – 03/01/2025
Policy #: TBD		

Limits of Liability: \$ 25,000,000 Per Occurrence
 \$ 25,000,000 Aggregate (Where Applicable)

Scheduled Underlying Limits:

Excess Liability

Carrier: Crum & Forster Specialty Insurance Company (Non-Admitted)
Effective Date: November 1, 2021 – March 1, 2025
 \$ 15,000,000 General Aggregate
 \$ 15,000,000 Products-Completed Operations Aggregate
 \$ 15,000,000 Each Occurrence

Carrier: Allied World Assurance Company (Non-Admitted)
Effective Date: November 1, 2021 – March 1, 2025
 \$ 10,000,000 General Aggregate Limit
 \$ 10,000,000 Each Occurrence Limit
 \$ 10,000,000 Products-Completed Operations Aggregate Limit

General Liability

Carrier: Crum & Forster Specialty Insurance Company (Non-Admitted)
Effective Date: November 1, 2021 – March 1, 2025
 \$ 4,000,000 General Aggregate
 \$ 4,000,000 Products-Completed Operations Aggregate
 \$ 2,000,000 Each Occurrence

Premium (Without TRIA): \$ 310,000.00 Premium (Without TRIA)
 \$ 15,500.00 Surplus Lines Tax
 \$ 1,240.00 Stamping Fee
 \$ 326,740.00 Total Premium

Premium (With TRIA): \$ 15,500.00 TRIA Premium
 \$ 837.00 Additional Surplus Lines Tax
 \$ 343,077.00 Total Premium (Including TRIA)

Premium Adjustment: FLAT

Minimum Earned Premium: 35%; 100% after 12 months

Forms & Endorsements:

Policy Form	Policy Name
XSC-27266 (05/09)	ACE Catastrophe Liability Plus Policy
XSC-27312 (05/09)	Discrimination Exclusion

XSC-27335 (05/09)	Fungi or Bacteria Exclusion
XSC-27390 (05/09)	Silica and Silica Related Dust Exclusion Endorsement
XSC-30422a (01/12)	Nuclear Exclusion
XSC-30426 (08/10)	Sub-Limited Coverage Exclusion
XSC-27309 (05/09)	Designated Premises Or Project Limitation
SL-34255a (01/16)	Service of Suit Endorsement
XS-51880 (06/19)	Non-Accumulation of Limits Endorsement
XSC-32991a (09/17)	Insuring Agreement and Definition of Occurrence Amendatory
XSC-34032 (01/12)	Trade or Economic Sanctions Amendatory Endorsement
XSW008 (07/10)	Premium Audit Minimum Earned Premium & Tem Minimum Premium (Adjustable Policy) - Minimum Earned Premium before the end of the first 12 months of the Policy Period: 35%. Minimum Earned Premium on or after the first 12 months of the Policy Period: 100%.
XSW018 (01/14)	Products/Completed Operations Extension Period Endorsement - 10 years extension. Note: There is just one Products-Completed Operations Aggregate Limit applicable to the policy, inclusive of the extension period.
IL P 001 (01/04)	U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders
LD-5S23k (03/21)	Signature Endorsement

Subjectivities:

Completed signed and dated supplemental application

Copy of executed prime contract

Signed and dated letter from the contractor stating that all geotechnical recommendations made in the geotechnical report will be complied with

Copy of site specific safety and quality assurance plan

Greater Asheville Regional Airport Authority and all contractors and subcontractors of every tier that are enrolled in the Owner-or Contractor Controlled Insurance Program insured hereunder, provided such enrollment took place prior to any "occurrence" or offense for which Coverage is sought under this policy.

Insured Name

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury---in consultation with the Secretary of Homeland Security, and the Attorney General of the United States---to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that where coverage is provided by this policy for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the federal government under the act.

You should also know that the Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

COVERAGE OF "ACTS OF TERRORISM" AS DEFINED BY THE REAUTHORIZATION ACT WILL BE PROVIDED FOR THE PERIOD FROM THE EFFECTIVE DATE OF YOUR NEW OR RENEWAL POLICY THROUGH THE EARLIER OF THE POLICY EXPIRATION DATE OR DECEMBER 31, 2027. EFFECTIVE DECEMBER 31, 2027 THE TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT EXPIRES.

Acceptance or Rejection of Terrorism Insurance Coverage

If you choose to purchase Terrorism Insurance Coverage, the portion of your premium that is attributable to coverage for acts of terrorism is \$15,500.

If you choose to reject Terrorism Insurance Coverage, you or your authorized representative may do so by signing and returning this notice where indicated below or otherwise notifying us prior to the inception or renewal date of the policy. Failure to do so prior to such date will be deemed purchase of Terrorism Insurance Coverage.

By Signing below, Terrorism Insurance Coverage is rejected.

Policyholder/Applicant/Authorized Representative's Signature	Westchester Surplus Lines Insurance Company Insurance Company
Print Name	Policy Number
Date	

EXCESS LIABILITY – \$25M X \$50M

Carrier: Great American Assurance Company (Admitted) A.M. Best Rating: A+ XV	Estimated Total Premium: \$ 160,000.00	Policy Period: 11/01/21 – 03/01/2025
Policy #: TBD		

Limits of Liability: \$ 25,000,000 Per Occurrence
 \$ 25,000,000 Aggregate (Where Applicable)

Scheduled Underlying Limits:

Excess Liability

Carrier: Westchester Surplus Lines Insurance Company (Non-Admitted)
Effective Date: November 1, 2021 – March 1, 2025
 \$ 25,000,000 General Aggregate
 \$ 25,000,000 Products-Completed Operations Aggregate
 \$ 25,000,000 Each Occurrence

Carrier: Crum & Forster Specialty Insurance Company (Non-Admitted)
Effective Date: November 1, 2021 – March 1, 2025
 \$ 15,000,000 General Aggregate
 \$ 15,000,000 Products-Completed Operations Aggregate
 \$ 15,000,000 Each Occurrence

Carrier: Allied World Assurance Company (Non-Admitted)
Effective Date: November 1, 2021 – March 1, 2025
 \$ 10,000,000 General Aggregate Limit
 \$ 10,000,000 Each Occurrence Limit
 \$ 10,000,000 Products-Completed Operations Aggregate Limit

General Liability

Carrier: Crum & Forster Specialty Insurance Company (Non-Admitted)
Effective Date: November 1, 2021 – March 1, 2025
 \$ 4,000,000 General Aggregate
 \$ 4,000,000 Products-Completed Operations Aggregate
 \$ 2,000,000 Each Occurrence

Premium (With TRIA): \$ 160,000.00 Total Premium (Including TRIA)

Premium Adjustment: FLAT

Minimum Earned Premium: N/A

Forms & Endorsements: **Primary Forms, Exclusions and/or Limitations:**
 Coverage Form: Commercial General Liability CG 00 01 04/13

Endorsements:

Amendment of Limits Endt - PCO Aggregate Not Subject to Reinstatement
Broadened BI Definition
Communicable Disease Exclusion
Construction Project Endt - OCIP/CCIP
Cross Liability Exclusion for PCO with designated exceptions
Employment Related Practices Exclusion
Exclusion - Contractors Professional Liability
Exclusion - Cyber Incident and Personal (including Biometric) Data
Exclusion - EIFS
Exclusion - Glyphosate
Exclusion - Real Estate Agents Or Brokers E&O
Exclusion - Residential (including Apartments)
Fungi Or Bacteria Exclusion
Hazardous Materials Exclusion
Knowledge and Notice of Occurrence
Named Insured Extension
Nuclear Energy Liability Exclusion
Prior Work Exclusion
Total Pollution Exclusion with HVAC and Hostile Fire Exception
Unintentional Failure To Disclose Hazards
Waiver of transfer of rights of recovery against others to us

First Underlying Forms, Exclusions and/or Limitations:**Coverage Form: Excess Liability – GL 0012600 06/07****Endorsements:**

Absolute Access, Collection and Disclosure of Non-Public Information
Exclusion - GL 00482 00 (06/16)
Adjustable Premium Total Cost - GL 00302 00 (11/06)
Asbestos Exclusion - 00241 (11/05)
Communicable Disease and Infectious Agent Exclusion - GL0062100(07/20)
Defense Amendatory (Right and Duty to Defend) - GL 00318 00 (05/09)
Exclusion of Coverage for Designated Operations (Demolition) -
00240(11/05)
Follow-Form Other Aggregate Limit - GL 00366 00 (09/11)
Limitation of Coverage to Designated Wrap Up Projects (Separate Schedule
of Projects) - GL0065900(03/21)
Other Insurance Amendatory Endorsement (Primary and Non-Contributory) -
GL 00361 00 (09/11)
Products-Completed Operations Extension Period Commercial Construction
(10 Years) -00209(11/05)
Schedule of Project(S) - GL 00373 00 (09/11)
Strategic Response Coverage Extension - GL 00316 00 (06/16)

Our Exclusions, Limitations and/or Attachments:**Attachments:**

Non Following Form - EXU2002 (05/16)
In Witness Clause - IL7268 (09/09)
Amendment of Investigation, Defense and Settlement - EXU4014 (04/17)
Economic and Trade Sanctions Clause - IL7324 (08/12)
Limitation Of Coverage To Designated Project - EXU2001 (05/16)
Premium Adjustment - FLAT - EXU4005 (05/16)

Terms Conform To Statute - EXU4007 (05/16)

Follow Form End'ts:

Products Completed Operations Hazard Extension - Follow Form -
EXU4013 (05/16)

If Terrorism Coverage Is Accepted will attach the following:

Cap On Losses From Certified Acts Of Terrorism - EXU1002 (05/16)

Disclosure Pursuant To Terrorism Risk Insurance Act - EXU1004 (06/20)

Subjectivities:

Written confirmation from GC stating compliance with recommendations set forth in the Geotech Report.

If TRIA is excluded by any underlying, then TRIA will be excluded by this policy and a TRIA rejection disclosure must be signed by the insured.

Copies of all Underlying Binders evidencing issuing carrier, policy number, policy limits and terms immediately upon binding coverage. Policy issuance will be upheld pending receipt of confirmation.

**POLICYHOLDER DISCLOSURE
TERRORISM COVERAGE UNDER THE TERRORISM RISK INSURANCE ACT**

The Terrorism Risk Insurance Act establishes a program within the United States Department of the Treasury, under which the Federal Government shares, with the insurance industry, the risk of loss from future terrorist attacks. The Act applies when the Secretary of the Treasury certifies that an event meets the definition of an act of terrorism. The Act provides that, to be certified, an act of terrorism must cause losses of at least five million dollars and must have been committed by an individual or individuals as part of an effort to coerce the government or population of the United States.

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 80% of that portion of the amount of such insured losses that exceeds the applicable insurer retention.

The Terrorism Risk Insurance Act contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

In accordance with the Terrorism Risk Insurance Act, we are required to offer you coverage for losses resulting from an act of terrorism that is certified under the federal program as an act of terrorism. The policy's other provisions will still apply to such an act.

This coverage is being included at no additional charge; however, if you wish to reject this coverage please sign and date where indicated below and return to the company. By doing so, you agree that an exclusion of losses from certified acts of terrorism will be made part of this policy.

Rejection of Terrorism Coverage

By signing below I acknowledge that I am rejecting the offer of terrorism coverage. I understand that an exclusion of losses from certified acts of terrorism will be made part of this policy.

Policyholder/Applicant's Signature

Policyholder/Applicant's Name (Please Print)

Greater Asheville Regional Airport
Named Insured

Policy Number

Great American Assurance Company
Insurance Company

Date

EXCESS LIABILITY – \$25M X \$75M

Carrier: Ohio Casualty Insurance Company (Admitted) A.M. Best Rating: A XV	Estimated Total Premium: \$ 90,900.00	Policy Period: 11/01/21 – 03/01/2025
Policy #: TBD		

Limits of Liability: \$ 25,000,000 Per Occurrence
 \$ 25,000,000 Aggregate (Where Applicable)

Scheduled Underlying Limits:

Excess Liability

Carrier: Great American Assurance Company (Admitted)
 Effective Date: November 1, 2021 – March 1, 2025
 \$ 25,000,000 General Aggregate
 \$ 25,000,000 Products-Completed Operations Aggregate
 \$ 25,000,000 Each Occurrence

Carrier: Westchester Surplus Lines Insurance Company (Non-Admitted)
 Effective Date: November 1, 2021 – March 1, 2025
 \$ 25,000,000 General Aggregate
 \$ 25,000,000 Products-Completed Operations Aggregate
 \$ 25,000,000 Each Occurrence

Carrier: Crum & Forster Specialty Insurance Company (Non-Admitted)
 Effective Date: November 1, 2021 – March 1, 2025
 \$ 15,000,000 General Aggregate
 \$ 15,000,000 Products-Completed Operations Aggregate
 \$ 15,000,000 Each Occurrence

Carrier: Allied World Assurance Company (Non-Admitted)
 Effective Date: November 1, 2021 – March 1, 2025
 \$ 10,000,000 General Aggregate Limit
 \$ 10,000,000 Each Occurrence Limit
 \$ 10,000,000 Products-Completed Operations Aggregate Limit

General Liability

Carrier: Crum & Forster Specialty Insurance Company (Non-Admitted)
 Effective Date: November 1, 2021 – March 1, 2025
 \$ 4,000,000 General Aggregate
 \$ 4,000,000 Products-Completed Operations Aggregate
 \$ 2,000,000 Each Occurrence

Premium (Without TRIA): \$ 90,000.00 Premium (Without TRIA)

Premium (With TRIA): \$ 900.00 TRIA Premium
\$ 90,900.00 Total Premium (Including TRIA)

Premium Adjustment: FLAT

Minimum Earned Premium: N/A

Forms & Endorsements:

- CE60721197 - North Carolina Changes - Amendatory Endorsement
- CE65240697 - Excess Liability Coverage Form
- CE65300115 - Caps On Losses From Certified Acts Of Terrorism
- CE66540509 - Rec./Dist.Material, Info Violation of the Law Excl
- CE88641014 - Access or Disclosure Info Data Rel Liab-Lmt BI
- CE89060618 - NC Chgs - Challenge Crse and Zip Line Fac - Notice
- CNI90110718 - Reporting A Commercial Claim 24 Hours A Day
- CU60050697 - Named Insured
- CU61720799 - North Carolina Changes-Cancellation and Nonrenewal
- CU64871005 - Economic or Trade Sanctions Condition Endorsement
- NP73120220 - NP-Terrorism Ins Prem Disclosure and Opp to Reject
- NP74440906 - NP - Treasury Dept OFAC Notice to Policyholders
- NP93981013 - NP - Important Notice Your Action Required

Subjectivities: A complete copy(ies) of the Lead policy(ies) including Declaration pages, insuring agreements, and forms and endorsements is required within 60 days of policy inception



REJECTING TERRORISM INSURANCE COVERAGE - WHAT YOU MUST DO

We have included in your policy coverage for losses resulting from "certified acts of terrorism" as defined above.

THE PREMIUM CHARGE FOR THIS COVERAGE APPEARS ON THE DECLARATIONS PAGE OF THE POLICY AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT. If we are providing you with a quote, the premium charge will also appear on your quote as a separate line item charge.

IF YOU CHOOSE TO REJECT THIS COVERAGE, PLEASE CHECK THE BOX BELOW, SIGN THE ACKNOWLEDGEMENT, AND RETURN THIS FORM TO YOUR AGENT

Please ensure any rejection is received within (30) days of the effective date of your policy.

Before making a decision to reject terrorism insurance, refer to the Underlying Coverage Requirement located at the end of this Notice.

I hereby reject this offer of coverage. I understand that by rejecting this offer, I will have no coverage for losses arising from a "certified acts of terrorism" and my policy will be endorsed accordingly.

Policyholder/Applicant's Signature	Print Name	Date Signed
_____	_____	_____
Named Insured Greater Asheville Regional Airport Authority	Policy Number ECO(25)63822296	
Policy Effective/Expiration Date 11/1/2021 - 3/1/2025		

UNDERLYING COVERAGE REQUIREMENT

This policy will apply to Terrorism Coverage only in excess of the total amounts stated as the applicable limits of the underlying policies listed in the Schedule of Underlying Insurance and the applicable limits of any other insurance providing coverage to you during the Policy Period.

If you fail to comply with this Underlying Coverage Requirement and you do not maintain your underlying limits as scheduled, we will only be liable to the same extent that we would have been had you fully complied with this requirement.

IF YOU REJECTED THIS COVERAGE, PLEASE RETURN THIS FORM TO YOUR AGENT

The summary of the Act and the coverage under your policy contained in this notice is necessarily general in nature. Your policy contains specific terms, definitions, exclusions and conditions. In case of any conflict, your policy language will control the resolution of all coverages questions. Please read your policy carefully.

If you have any questions regarding this notice, please contact your agent.

PREMIUM SUMMARY

	Without TRIA	With TRIA
Commercial General Liability	\$ 734,800.32	\$ 771,329.85
Excess Liability - \$10M x Primary	\$ 511,408.18	\$ 536,978.22
Excess Liability - \$15M x \$10M	\$ 357,985.83	\$ 375,884.86
Excess Liability - \$25M x \$25M	\$ 326,740.00	\$ 343,077.00
Excess Liability - \$25M x \$50M	\$ 160,000.00	\$ 160,000.00
Excess Liability - \$25M x \$75M	\$ 90,900.00	\$ 91,800.00
VUE Software Fee	\$ 5,600.00	\$ 5,600.00
Total	\$ 2,187,434.33	\$ 2,284,669.93

*Includes Applicable Taxes & Fees

*OCIP VUE Software Fee billed on per project/phase basis.

TERMS & CONDITIONS

AUDIT

Coverage recommendations and premiums are reflective of the information (payrolls, locations, operations, product data, financial data, loss experience, etc.) provided by you to us and submitted to insurer(s) for quotation(s). If there are changes or other items or areas that require evaluation, discussion, and revision prior to binding coverage, please bring these to our attention immediately. In addition, liability, auto, and workers compensation policies are based upon estimates of annual sales or payrolls. An audit of these policies may result in return or additional premiums.

MINIMUM AND/OR FULLY EARNED PREMIUM/FEE MAY APPLY

Refer to Individual Coverage Pages for Details.

PAYMENT TERMS

When policies are billed directly by a Carrier or Finance Company, clients may contact us for assistance. However, McGriff is not permitted to notify clients of late payments or pending cancellation.

If premium is paid in installments, the installment must be received by the carrier on or before the due date.

When policies are directly billed by McGriff:

- Invoices are due on the policy effective date or transaction date, whichever is later.
- Payments should be made by invoice, as no statements will be issued.
- Payments must be received no later than the 28th day after the due date to avoid cancellation.

BINDING SUBJECTIVITIES

Refer to individual coverage pages for details by policy.

DISCLAIMER

This Proposal of Insurance is to be used only as an overview of each policy referenced and in no way should it be used, nor is intended to be used, as a substitute for the original policy provisions. It has been prepared as a guideline for your reference only.

Insurance policies contain terms, conditions, limitations and exclusions which may affect or limit coverage to be provided and should be reviewed by the insured to verify that coverage is as requested. This Proposal does not include every term, condition, limitation and exclusion provided within the referenced policies.

All of the information contained in this proposal is subject to the terms, conditions and limitations contained in the policies. Values are based on information provided by the client.

THIRD PARTY DISCLAIMER

From time to time, McGriff may share opinions or content regarding third party entities, third party providers of services, or make referrals to third party products and/or services (“Third Party Entities, Products and/or Services”). Any such opinions or content regarding Third Party Entities, Products and/or Services, or links to third party websites shared or posted on McGriff’s website or social media sites do not constitute an endorsement of any third party, individual, organization, service, or product by McGriff, nor does such activity indicate an affiliation with or sponsorship by McGriff.

Any third party representations regarding their products or services contained in their written materials or on their websites are those of the respective authors and do not reflect the affirmation, concurrence or agreement of McGriff, its employees, directors, officers, parents, or affiliates that those claims are accurate.

McGriff assumes no liability in connection with any Third Party Entities, Products and/or Services or for the storage or any related breach in connection with your confidential information by such third parties. Further, McGriff does not accept any responsibility nor does it offer any warranty regarding the quality, accuracy, timeliness, reliability or any other aspect of such Third Party Entities, Products and/or Services. McGriff expressly disclaims any warranty or liability for any acts, failure to act, errors or omissions by such third parties. Accordingly, you should conduct your own due diligence of any Third Party Entities, Products or Services prior to their engagement or use.

TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT (TRIPRA)

Your insurance policies may include an option for Terrorism coverage via a surcharge under the Terrorism Risk Insurance Program Reauthorization Act (TRIPRA). If not elected to purchase, your policy may contain an exclusion or limitation of defined Terrorism coverage. PLEASE READ THE SPECIFIC TERRORISM ENDORSEMENT(S). Questions relating to TRIPRA or available alternatives can be discussed with your Account Service Team.

COMPENSATION STATEMENT

Our principal remuneration for the placement and service of your insurance policy(ies) will be by commission (a proportion of the premium paid that is allowed to us by the insurance company(ies)) and/or a mutually agreed fee.

You should be aware that we may receive additional income from the following sources:

- **Interest or Investment Income** earned on insurance premiums.
- **Expense Allowances or Reimbursements** from insurance companies and other vendors for (a) educational and professional development programs; (b) managing and administering certain binding authorities and other similar facilities, including claims which may arise; and (c) attendance at insurance company meetings and events; all of which we believe enable us to provide more efficient service and competitive terms to those clients for whom we consider the use of such facilities appropriate.
- **Tier II Commission** is exclusive to the placement of employee benefits insurance and is based on premium volume of new business and/or premium retention.
- **Contingent Commission** may be based on profitability, premium volume, premium retention, and/or growth.
- **Administrative and Services Fees** may be paid for limited services we provide to the insurance company as part of the placement process for insurance policies placed with a particular company, including but not limited to premium billing, collection, remittance and credit control, policy document compilation, and record retention or for consulting and data analytic services.

If you have questions or desire additional information about remuneration and other income, please contact your Agent who will put you in touch with our Chief Risk Manager for assistance. If any part of your insurance program is placed through any Truist-owned companies (including retail insurance broker McGriff Insurance Services, Inc.; wholesale insurance brokers CRC Insurance Services, Inc. and Crump Life Insurance Services, Inc.; managing general underwriter AmRisc, LLC; insurance premium finance companies Prime Rate Premium Finance Corporation, Inc., AFCO Credit Corporation, AFCO Acceptance Corporation, CAFO Holdings Company, and CAFO Inc.; or affiliates; or MBT, Ltd.) disclosure of that income will also be included.

Ed. 07/2021

PROVIDER SECURITY STANDARDS

MCGRIFF (MCGRIFF INSURANCE SERVICES, INC.)

The following is a brief summary of the measures we have taken as your agent/broker to review and objectively report to you the financial security of your insuring companies. Information is included from Best Company, our primary security rating source, and the internal policies and standards, which we have established to address this important issue for our clients.

MARKET SECURITY REVIEW

McGriff has established and continues to maintain an internal “Market Security Review Group” composed of senior management representatives from the Finance, Marketing, Wholesale, and Administrative Divisions of the company. This Group’s purpose is to develop and implement a policy, procedure, and standard for the review of financial security of all insurers, intermediaries, and associations used by McGriff.

This Group meets periodically to review the current listing of all companies, intermediaries, and associations that are actively used by McGriff. It will also act on any pending requests received to have new providers activated, and to inactivate any providers that do not meet current McGriff standards.

PROVIDER CLASSIFICATIONS

“**Approved Provider**” – A.M. Best Secured Rating with a minimum rating of A-, Demotech Financial Stability Rating of “A, Exceptional or ALIRT score of 50 with six (6) or fewer flags. For foreign insurers whose rating is not tracked by A.M. Best, other internationally recognized rating organizations will be used.

“**Exception Provider**” – Any provider whose Best’s rating is below “A-”. The A.M. Best’s rating of an “exception” provider will be included on all McGriff proposals delivered to clients or prospects. In addition, these providers which have been reviewed by the Market Security Review Group and the client may be considered an exception security based on other factors. The client may be required to sign a form of disclaimer or acknowledgement of receipt of this information.

“**Prohibited Provider**” – All other providers not mentioned in one of the paragraphs above. These providers will not be set up for active use in the McGriff agency management system(s) at any time, for any reason.

History – A.M. Best Company was incorporated in 1899 as the first rating agency in the world to offer reliable information on the financial condition of U.S. insurance companies. The **Best’s Rating Guide** was first published in 1900, and has since become a cornerstone of the security review process by continuously evaluating the financial integrity of over 4,100 insurance companies. In 1984, the first edition of the **Best’s International Rating Guide** was published, reporting on the claims-paying ability of over 950 international insurers.

The information used by Best’s to rate insurance carriers is provided by the companies themselves as a part of their normal filings with the National Association of Insurance Commissioners, those states in which the company is licensed, the SEC and/or with its shareholders. Rating reviews are performed annually on each insurance company and on an interim basis as conditions dictate.

PROVIDER SECURITY STANDARDS (Con't.)

Best's Rating System – The Best's rating system is designed to evaluate a wide range of objective and subjective factors that affect the overall performance of an insurance company (not applicable to associations or intermediaries). These factors deal with the company's financial strength, its operational performance, and its ability to meet its financial obligations to policyholders, as follows:

- Profitability
- Quality of Reinsurance Program
- Quality and Diversification of Assets
- Adequacy of Policy Loss Reserves
- Capital Structure
- Spread of Risk
- Leverage/Capitalization
- Liquidity
- Adequacy of Policyholder's Surplus
- Management Experience and Objectives

A.M. BEST'S RATINGS

Assigned to insurers which meet Best's standards for the quantitative and qualitative analysis of the company's financial condition and operating performance. For further information, see the Best's Guide to Ratings – www.ambest.com

NON-ADMITTED CARRIERS

An insurance company not licensed to do business in a given state. These insurers are not subject to the financial solvency and enforcement regulations that are required for admitted carriers. These insurers do not participate in any of the insurance guarantee funds. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.

Additional Provider rating guidelines are as follows:

1. (P&C & Surety Standards) **Demotech Financial Stability Rating** of "A, Exceptional For foreign insurers whose rating is not tracked by AM Best, other internationally recognized rating organizations will be used. (EB & Life) **Demotech Financial Stability Rating** of "A, Exceptional.
2. (P&C and Surety Standards): **ALIRT** score of 50 with six (6) or fewer flags. For foreign insurers whose rating is not tracked by AM Best, other internationally recognized rating organizations will be used. (EB & Life Standards) **ALIRT** score of 35 with five (5) or fewer flags.

The Provider ratings for carriers used in placing your insurance program:

INSURER	COVERAGE	PROVIDER RATING	NON-ADMITTED Y/N

PUNITIVE DAMAGE RELEASE

(Date)

(Named Insured)
(Address)
(City, State, Zip)

Dear (Named Insured):

We are able to offer the following quote for your (type) policy to be effective on (effective date).

McGriff Insurance Services, Inc. makes every effort to provide you with coverage that is standard in the industry. However, we have been unable to secure a policy for you without a Punitive Damage Exclusion. Punitive damages are awarded to an injured party with the intent of punishing the wrongdoer. The damages are awarded in addition to actual damages (i.e., property damage, bodily injury, loss of use, pain & suffering, medical bills, etc.)

By offering this policy, McGriff Insurance Services, Inc. makes no judgment concerning the availability of this coverage from other insurance companies and your signing this letter acknowledges your acceptance of this coverage exclusion.

Sincerely,

(Producer)

I acknowledge that my (type) policy contains a Punitive Damage Exclusion and request that the policy be issued with this exclusion.

Insured's Signature

Name and Title

Date

SPREADSHEET DISCLAIMER

If spreadsheets are presented to a client/prospect in lieu of a traditional Proposal, all information identified as mandatory within this Proposal template is also required to be included with the spreadsheet presentation.

When spreadsheet options are presented to clients/prospects and contain average or illustrative rates, the following disclaimer must appear on every page of the spreadsheet:

“The rates shown are implied/average rates and are for illustrative comparison purposes only. The policy premium may not be based on these rates. Please rely on the carrier's contract/policy for specific rating components. Rates shown are not final until final underwriting is approved by carrier.”



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MEMORANDUM

TO: Members of the Airport Authority

FROM: Jared Merrill
Planning Manager

DATE: January 6, 2022

ITEM DESCRIPTION – New Business Item B

Approval of Amendments to Standard Form of Agreement Between Owner and Construction Manager as Constructor (AIA Document A133-2019) with Hensel Phelps Construction Company for the Terminal Building Modernization and Expansion Project

BACKGROUND

The Authority entered into an Agreement with Hensel Phelps Construction Company on December 11, 2020 for Construction Manager at Risk Services associated with the Terminal Modernization and Expansion Project. Since then, the staff and Hensel Phelps have worked together in the Pre-Construction phase to price Component Guaranteed Maximum Price (CGMP) No. 1. This scope of work includes the relocation of the airfield lighting vault, demolition of the cargo building, infrastructure improvements, development allowance for the laydown area/jobsite trailers/craft parking areas, and all associated general requirements for this enabling phase of work.

Excepting general conditions and specific line-item allowances, this phase of work was competitively bid on October 19, 2021 utilizing contractors per the Authority's approved prequalification process. The cost of the laydown area/jobsite trailers/craft parking areas will be competitively bid once those plans are complete and is presently included as a line-item allowance. Per the attached CGMP documents the total cost for these services has been negotiated with Hensel Phelps to be a total of \$6,215,900.00 (not including overall construction allowances).

AIA Document A133-2019 Exhibit A-1 (Guaranteed Maximum Price Amendment) amends the Standard Form of Agreement to include CGMP #1 as outlined above. It also includes an amendment to Section 6.1.2 of the Agreement and sets the Construction Managers Fee for all phases and components of the project at 3.0% of the Cost of Work, consistent

New Business – Item B



with Hensel Phelps original Statement of Qualifications and proposal that resulted in their selection to provide Construction Manager at Risk Services.

Additionally, in the Agreement dated December 11, 2020, AIA Document A133-2019 Exhibit B (Insurance and Bonds) was included and detailed the responsibilities of the Owner and Contractor regarding the provision of insurance coverages for the project. As the Pre-Construction Phase progressed, several changes were agreed upon regarding which party would provide each of the required insurance coverages. As a result, an amended Exhibit B document is also attached that includes the agreed upon changes, which was negotiated and subsequently approved of by the Authority's proposed insurance carrier specific to the Terminal Modernization and Expansion Project.

ISSUES

None.

ALTERNATIVES

The Board could elect to not move forward with these approvals. However, this would require the CGMP #1 work to be rebid and jeopardize the FAA grant funding that is presently identified for this phase of work.

FISCAL IMPACT

The total cost for CGMP #1 is \$6,837,490.00 (\$6,215,900.00 plus a ten percent overall allowance of \$621,590.00). Of this, \$4,164,653 is expected to be funded utilizing FAA AIP Funds and the remaining \$2,672,837.00 with Airport Funds included in the current fiscal year capital budget.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) approve the contract amendments included in Exhibit A-1 in the amount of \$6,837,490.00 and Exhibit B; and (2) authorize the Executive Director to execute the necessary documents.

AIA[®] Document A133[™] – 2019 EXHIBIT A1

Guaranteed Maximum Price Amendment

This Amendment dated the 6th day of January in the year 2022, is incorporated into the accompanying AIA Document A133[™]–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the Eleventh day of December in the year Two Thousand Twenty (the “Agreement”)
(In words, indicate day, month, and year.)

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

Asheville Regional Airport Terminal Building Modernization
Work Package No. 1
61 Terminal Drive
Fletcher NC 28732

THE OWNER:
(Name, legal status, and address)

Greater Asheville Regional Airport Authority
61 Terminal Drive, Suite 1
Fletcher, NC 28732

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Hensel Phelps Construction Company
6557 Hazeltine National Drive, Suite 1
Orlando, FL 32822

TABLE OF ARTICLES

A.1 COMPONENT GUARANTEED MAXIMUM PRICE NO. 1

A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 CONSTRUCTION MANAGER’S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Component Guaranteed Maximum Price No. 1

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Component Guaranteed Maximum Price No. 1 – which shall include but not be limited to, Relocation of Electrical Vault, Demolition of Cargo Building, Infrastructure Relocation and other associated tasks known as Work Package 1. As agreed by the Owner and Construction Manager, the Component Guaranteed Maximum Price No. 1 is an amount that the Contract Sum shall not exceed.

ADDITIONS AND DELETIONS:

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

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

AIA Document A201[™]–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed FOUR MILLION FOUR HUNDRED AND FIVE THOUSAND FIVE HUNDRED EIGHTY ONE DOLLARS (\$ 4,405,581.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of Component Guaranteed Maximum Price No. 1. Provided below is an itemized statement of Component Guaranteed Maximum Price No. 1 organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise Component Guaranteed Maximum Price No. 1 as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

See attached itemized statement titled AVL – CGMP 01 (Attachment A)

§ A.1.1.3 The Construction Manager's Fee shall be three percent (3.0%) and calculated in accordance with Section 6.1.2 of the Agreement. The first sentence of Section 6.1.2 of the Agreement is hereby amended to read "Fee shall be calculated as a percent of the Cost of Work, and shall be set at three percent (3.0%), including but not limited to allowances".

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

N/A

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Component Guaranteed Maximum Price No. 1:

Item	Price
N/A	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
AVL Parking Development	Not to Exceed \$1,810,319.00	Owners written approval

§ A.1.1.6 Unit prices, if any:

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

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

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of execution of this Amendment.

Established as follows:

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

Date of commencement and substantial completion dates shall be established per individual Notices to Proceed (NTP) for each portion of the work included in each NTP.

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

§ A.2.2 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. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

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

By the following date: Per project schedule and as identified in each NTP, but in no case later than December 15, 2022.

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Component Guaranteed Maximum Price No. 1 and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

As included in AVL CGMP01 document – Attachment A

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

§ A.3.1.2 The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

See Attachment B

Section	Title	Date	Pages
---------	-------	------	-------

§ A.3.1.3 The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

See Attachment C

Number	Title	Date
--------	-------	------

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The

Init.

Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

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

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Component Guaranteed Maximum Price No. 1:
(Identify each allowance.)

The following scopes remain to be purchased and the following allowances are included in the Component Guaranteed Maximum Price No. 1 in Section A.1.1.1 for each.

Item	Price
Concrete	\$59,200.00
Rough Carpentry	\$264.00
Doors, Frames and Hardware	\$3,500.00
Overhead Doors	\$15,000.00
Fencing	\$18,750.00
Junction Can Plaza Investigative Effort	\$12,000.00
Materials Testing	\$15,540.00
Building Permit	\$23,000.00
NCDEQ Permit	\$2,000.00
AVL Parking Development (see Section A.1.1.5.2 above)	\$1,810,319.00

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Component Guaranteed Maximum Price No. 1 is based:
(Identify each assumption and clarification.)

As included in AVL CGMP01 document – Attachment A

§ A.3.1.7 The Component Guaranteed Maximum Price No. 1 is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

AVL Parking Lot Design (Avcon – Design cost of \$64,040.00 included A.1.1.1 above)

MSI Services (Faith Group – Costs included in A.1.1.1 above)

Any other consultants, contractors, design professionals (including Quality Control) or suppliers required by the contract documents or needed to provide for a complete project in conjunction with the Contractors responsibilities outlined in the Agreement.

Init.

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

OWNER *(Signature)*

Lew S. Bleiweis, AAE , Executive Director

(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

Scott Shelby, Operations Manager

(Printed name and title)

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer Signature

Date

ATTACHMENT A



HENSEL PHELPS
Plan. Build. Manage.

AVL - CGMP 01

Project: Asheville Airport Terminal Modernization

Estimator: Recinos, Matthew

12/23/2021

	TOTAL
Description	Amount
0110 Building Permit	23,000
0115 NCDEQ Permits	2,000
0130 AVL Parking Development	1,874,359
0135 Junction Plaza U/G Investigating	12,000
0150 General Requirements	199,685
0240 Demolition	w/ Site Development
0241 Site Demolition	459,120
0300 Turnkey Concrete	59,200
0420 Masonry	90,500
0510 Structural & Misc Steel	63,500
0610 Rough Carpentry	264
0710 Waterproofing and Sealants	15,616
0730 Roofing	19,586
0810 Doors, Frames and Hardware	3,500
0833 Overhead Doors	15,000
0990 Painting and Wallcovering	22,045
1500 Mechanical & Plumbing - WP1	29,500
2600 Electrical	1,225,000
2700 Low Voltage, AV, and Technology Systems	83,948
3120 Earthwork	w/ Site Development
3160 Aggregate Piers	49,900
3231 Fencing	18,750
3300 Site Utilities	w/ Site Development
9900 Cost of Work Escalation Contingency - 5%	213,324
Subtotal	\$4,479,797
GENERAL CONDITIONS	
General Conditions	1,124,589
INDIRECTS	
Subcontractor Bonds	67,197
CMAR Contingency - 3.00% of Total	186,477
CA Services - Faith Group	40,034
CM Home Office Personnel - Exhibit E	23,900
Testing Allowance - 0.25% of Total	15,540
Insurances Outside of OCIP - 0.48% of Total	29,731
CMR P&P Bonds - 1.00% of Total	62,159
CMR FEE	
CMR Fee - 3.00%	186,477
ESTIMATE TOTAL	\$6,215,900

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ATTACHMENT B



HENSEL PHELPS
Plan. Build. Manage.

Project: AVL Terminal Building Modernization

Project Number: 8020167

Specification Number	Specification Name	13-Sep-17 WP1 Design Concept	31-Oct-17 WP1 Addenda 1	13-Nov-17 WP1 Addenda 2
GEOTECHNICAL ENGINEERING REPORT				
	Geotechnical Engineering Report (S&ME)			X
CIVIL SITE DEVELOPMENT				
C-102	TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL	X		
F-162	CHAIN-LINK FENCE	X		
M-107	AVIATION BARRICADES	X		
P-101	PREPARATION/REMOVAL OF EXISTING PAVEMENTS	X		
P-608	EMULSIFIED ASPHALT SEAL COAT	X		
P619	PAINT REMOVAL	X		
P620	RUNWAY AND TAXIWAY MARKING	X		
Division 0	PROCUREMENT AND CONTRACTING REQUIREMENTS	X		
00 0101	SEALS PAGE	X		
00 0110	TABLE OF CONTENTS	X		
Division 1	GENERAL REQUIREMENTS			X
01 0000	GENERAL REQUIREMENTS			X
01 1315	PHASING OF WORK			X
01 2500.01	SUBSTITUTION REQUEST FORM			X
01 2500	SUBSTITUTION PROCEDURES			X
01 2600	CONTRACT MODIFICATION PROCEDURES			X
01 2900	PAYMENT PROCEDURES			X
01 3100	PROJECT MANAGEMENT AND COORDINATION			X
01 3129	PUBLIC ART COORDINATION			X
01 3233	PHOTOGRAPHIC DOCUMENTATION			X
01 3300	SUBMITTAL PROCEDURES			X
01 3516	ALTERATION PROJECT PROCEDURES			X
01 3517	INTERIM LIFE SAFETY MEASURES			X
01 4000	QUALITY REQUIREMENTS			X
01 4519	UNCOVERING AND CORRECTION OF WORK			X
01 4216	DEFINITIONS			X
01 4533	STRUCTURAL TESTS AND INSPECTIONS			X
01 5000	TEMPORARY FACILITIES AND CONTROLS			X
01 5100	TEMPORARY UTILITIES			X
01 5213	FIELD OFFICES AND SHEDS			X
01 5500	VEHICULAR ACCESS AND PARKING			X
01 5639	TEMPORARY TREE AND PLANT PROTECTION			X
01 5813	TEMPORARY PROJECT SIGNAGE			X
01 6000	PRODUCT REQUIREMENTS			X
01 6400	OWNER SUPPLIED PRODUCTS			X
01 7000	EXECUTION AND CLOSEOUT REQUIREMENTS			X
01 7123	FIELD ENGINEERING			X
01 7419	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL			X
01 7610	TEMPORARY PROTECTIVE COVERINGS			X
01 7700	CLOSEOUT PROCEDURES			X
01 7823	OPERATION AND MAINTENANCE DATA			X
01 7839	PROJECT RECORD DOCUMENTS			X
01 7900	DEMONSTRATION AND TRAINING			X
Division 3	CONCRETE	X		



Project: AVL Terminal Building Modernization

Project Number: 8020167

Specification Number	Specification Name	13-Sep-17 WP1 Design Concept	31-Oct-17 WP1 Addenda 1	13-Nov-17 WP1 Addenda 2
03 3000	CAST-IN-PLACE CONCRETE	X		
Division 4	MASONRY	X		
04 2200	CONCRETE UNIT MASONRY	X		
Division 5	METALS	X		
05 1200	STRUCTURAL STEEL FRAMING	X		
05 3100	STEEL DECK	X		
Division 6	WOOD AND PLASTICS	X		
06 1053	MISCELLANEOUS ROUGH CARPENTRY	X		
Division 7	THERMAL AND MOISTURE PROTECTION	X		
07 1300	SHEET WATERPROOFING	X		
07 5400	THERMOPLASTIC MEMBRANE ROOFING	X		
07 6200	SHEET METAL FLASHING AND TRIM	X		
07 9200	JOINT SEALANTS	X		
Division 8	OPENINGS	X		
08 1113	HOLLOW METAL DOORS AND FRAMES	X		
08 3323	OVERHEAD COILING DOORS	X		
08 7100	DOOR HARDWARE	X		
08 9100	LOUVERS	X		
Division 9	FINISHES	X		
09 9113	EXTERIOR PAINTING	X		
09 9123	INTERIOR PAINTING	X		
Division 10	SPECIALTIES	X		
10 4400	FIRE PROTECTION SPECIALTIES	X		
Division 23	MECHANICAL	X		
23 0513	COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT	X		
23 0593	TESTING, ADJUSTING, AND BALANCING FOR HVAC	X		
23 0923.12	CONTROL DAMPERS	X		
23 3113	METAL DUCTS	X		
23 3423	HVAC POWER VENTILATORS	X		
Division 26	ELECTRICAL	X		
26 0100	BASIC ELECTRICAL REQUIREMENTS	X		
26 0500	COMMON WORK RESULTS FOR ELECTRICAL	X		
26 0513	MEDIUM VOLTAGE CABLES	X		
26 0519	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	X		
26 0526	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	X		
26 0529	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	X		
26 0533	RACEWAYS, BOXES AND FITTINGS FOR ELECTRICAL SYSTEMS	X		
26 0543	UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS	X		
26 0553	IDENTIFICATION FOR ELECTRICAL SYSTEMS	X		



Project: AVL Terminal Building Modernization

Project Number: 8020167

Specification Number	Specification Name	13-Sep-17 WP1 Design Concept	31-Oct-17 WP1 Addenda 1	13-Nov-17 WP1 Addenda 2
26 0573	OVERCURRENT PROTECTIVE DEVICE COORDINATION STUDY	X		
26 0590	ELECTRICAL TESTING	X		
26 0595	SERVICE ENTRANCE	X		
26 0800	ELECTRICAL COMMISSIONING	X		
26 0927	ALCMS SYSTEM	X		
26 2200	DRY TYPE TRANSFORMERS	X		
26 2416	PANELBOARDS	X		
26 2726	WIRING DEVICES	X		
26 2813	FUSES	X		
26 2816	DISCONNECT SWITCHES AND ENCLOSED CIRCUIT BREAKERS	X		
26 3213	ENGINE GENERATORS - OUTDOOR	X		
26 3600	TRANSFER SWITCHES	X		
26 4113	LIGHTNING PROTECTION FOR STRUCTURES	X		
26 4313	SURGE PROTECTION DEVICES FOR LOW-VOLTAGE ELECTRICAL POWER CIRCUITS	X		
26 5100	INTERIOR LIGHTING	X		
Division 27	COMMUNICATIONS	X		X
27 0526	GROUNDING AND BONDING FOR COMMUNICATIONS SYSTEMS	X		
27 0528	PATHWAYS FOR COMMUNICATIONS SYSTEMS	X		
27 0529	HANGERS AND SUPPORTS FOR COMMUNICATIONS SYSTEMS	X		
27 0536	CABLE TRAYS FOR COMMUNICATIONS SYSTEMS	X		
27 0543	UNDERGROUND PATHWAYS AND STRUCTURES FOR COMMUNICATION SYSTEMS	X		
27 0544	SLEEVES AND SLEEVE SEALS FOR COMMUNICATIONS PATHWAYS AND CABLING	X		
27 0553	IDENTIFICATION FOR COMMUNICATIONS SYSTEMS	X		
27 1100	COMMUNICATIONS EQUIPMENT ROOM FITTINGS	X		
27 1116	COMMUNICATIONS RACKS, FRAMES, AND ENCLOSURES	X		X
27 1323	COMMUNICATIONS OPTICAL FIBER BACKBONE CABLING	X		X
27 1513	COMMUNICATIONS COPPER HORIZONTAL CABLING	X		X
Division 31	EARTHWORK	X		
31 6613. 13	RAMMED AGGREGATE PIERS	X		
Division 32	EXTERIOR IMPROVEMENTS			
Division 33	UTILITIES	X		
33 01 30.11	TELEVISION INSPECTION OF SEWERS	X		
33 01 30.13	SEWER FLOW CONTROL	X		
33 01 30.41	CLEANING OF SEWERS	X		
33 01 30.73	UV CURED-IN-PLACE PIPE LINING	X		

ATTACHMENT C



HENSEL PHELPS
Plan. Build. Manage.

Dwgs

Project: AVL TERMINAL MODERNIZATION
Project Number: 8020167
Date: 11/9/2021

Sheet Number Sheet Name

WP1 Design Concept
WP1 Addenda 01
WP1 Addenda 02

13-Sep-21
30-Sep-21
12-Oct-21

GENERAL INFO		X		
GI000.P1	COVER	X		
GI001.P1	IDEX SHEET	X		
GI010.P1	PROJECT INFORMATION	X		
AIRSIDE CIVIL		X		
CA001.P1	NEW CONSTRUCTION - PROJECT & CONSTRUCTION NOTES	X		
CA101.P1	EXISTING - OVERALL DEMOLITION PLAN	X		
CA101A1.P1	EXISTING - DEMOLITION PLAN	X		
CA101A2.P1	EXISTING - DEMOLITION PLAN	X		
CA101A3.P1	EXISTING - DEMOLITION PLAN	X		
CA101B1.P1	EXISTING - DEMOLITION PLAN	X		
CA101B2.P1	EXISTING - DEMOLITION PLAN	X		
CA101B3.P1	EXISTING - DEMOLITION PLAN	X		
CA301A3.P1	NEW CONSTRUCTION - GRADING & DRAINAGE LAYOUT	X		
CA701.P1	NEW CONSTRUCTION - OVERALL MARKING LAYOUT	X		
CA701A1.P1	NEW CONSTRUCTION - MARKING LAYOUT	X		
CA701A2.P1	NEW CONSTRUCTION - MARKING LAYOUT	X		
CA701B1.P1	NEW CONSTRUCTION - MARKING LAYOUT	X		
CA701B2.P1	NEW CONSTRUCTION - MARKING LAYOUT	X		
CA701B3.P1	NEW CONSTRUCTION - MARKING LAYOUT	X		
CA901.P1	EXISTING - PHASING DETAILS	X		
CA902.P1	NEW CONSTRUCTION - EROSION & SEDIMENT CONTROL DETAILS	X		
CA903.P1	NEW CONSTRUCTION - FENCING DETAILS	X		
CA904.P1	EXISTING - MARKING NOTES AND DETAILS	X		
CA905.P1	NEW CONSTRUCTION - PAVING AND DRAINAGE DETAILS	X		
LANDSIDE CIVIL		X		
CL001.P1	GENERAL NOTES	X		
CL100.P1	OVERALL EXISTING CONDITIONS	X		
CL101A1.P1	DEMO PLAN	X		
CL101B1.P1	DEMO PLAN	X		
CL101B2.P1	DEMO PLAN	X		
CL101B3.P1	DEMO PLAN	X		
STRUCTURAL		X		
SG001.P1	GENERAL NOTES	X		
SG002.P1	GENERAL NOTES	X		
SG003.P1	GENERAL NOTES	X		
SG004.P1	GENERAL NOTES	X		



Project: AVL TERMINAL MODERNIZATION
 Project Number: 8020167
 Date: 11/9/2021

Sheet Number Sheet Name

		WP1 Design Concept -Sep-21	WP1 Addenda 01 -Sep-21	WP1 Addenda 02 -Oct-21
SG010.P1	FOUNDATION SECTIONS AND DETAILS	X		
SG011.P1	FOUNDATION SECTIONS AND DETAILS	X		
SG020.P1	FRAMING SECTIONS AND DETAILS	X		
SF201C7.P1	FOUNDATION PART C7 NEW CONSTRUCTION PLAN	X		
SF202C7.P1	LEVEL 2 PART C7 NEW CONSTRUCTION PLAN	X		
SF401.P1	BUILDING ELEVATIONS	X		
SF701.P1	LOAD PLANS, ELEVATIONS AND DETAILS	X		
ARCHITECTURAL		X		
AD000.P1	DEMOLITION SITE PLAN	X		
AE201.P1	LEVEL 1 OVERALL NEW CONSTRUCTION PLAN	X		
AE201C7.P1	LEVEL 01 PART NEW CONSTRUCTION PLANS	X		
AE300C6.P1	EXTERIOR BUILDING ELEVATIONS	X		
AE301C6.P1	ENLARGED AND WALL SECTIONS	X		
AE400.P1	EXTERIOR WALL & ROOF ASSEMBLIES / DETAILS	X		
AE801.P1	MISCELLANEOUS DETAILS	X		
AE901.P1	DOOR, FRAME, & HARDWARE SCHEDULE	X		
PLUMBING		X		
PD000.P1	DEMOLITION PLUMBING SITE PLAN	X		
MECHANICAL		X		
MG001.P1	MECHANICAL GENERAL NOTES & LEGENDS	X		
MD000.P1	DEMOLITION MECHANICAL SITE PLAN	X		
ME201C7.P1	LEVEL 1 PART B2 MECHANICAL DUCTWORK PLAN	X		
ELECTRICAL		X		X
EG001.P1	GENERAL NOTES AND ABBREVIATIONS	X		
EG002.P1	SYMBOL LEGENDS	X		
ED011A0.P1	LEVEL 1 PART A0 PARTIAL ELECTRICAL DEMOLITION SITE PLAN	X		
ED011A1.P1	LEVEL 1 PART A1 PARTIAL ELECTRICAL DEMOLITION SITE PLAN	X		
ED011A3.P1	LEVEL 1 PART A3 PARTIAL ELECTRICAL DEMOLITION SITE PLAN	X		X
ED102B3.P1	LEVEL 2 PART B3 ELECTRICAL DEMOLITION PLAN	X		
EG010.P1	ELECTRICAL OVERALL SITE PLAN - FIRE ALARM	X		
EL201C7.P1	LEVEL 1 PART C7 LIGHTING PLAN	X		
EP301B6.P1	LEVEL 1 PART B6 POWER PLAN	X		
EP301C6.P1	LEVEL 1 PART C6 POWER PLAN	X		
EP301C7.P1	LEVEL 1 PART C7 POWER PLAN	X		X
EP302B4.P1	LEVEL 2 PART B4 POWER PLAN	X		
EE501.P1	ELECTRICAL ENLARGED DE-ICING FACILITY	X		
EE601.P1	ELECTRICAL DETAILS	X		
EE602.P1	ELECTRICAL DETAILS	X		



Project: AVL TERMINAL MODERNIZATION
 Project Number: 8020167
 Date: 11/9/2021

Sheet Number Sheet Name

WP1 Design Concept	WP1 Addenda 01	WP1 Addenda 02
-Sep-21	-Sep-21	-Oct-21

EE603.P1	ELECTRICAL DETAILS	X		
EE604.P1	ELECTRICAL DETAILS	X		
EE605.P1	ELECTRICAL DETAILS	X		
EE606.P1	ELECTRICAL DETAILS	X		
EE607.P1	ELECTRICAL DETAILS	X		
EE701.P1	ELECTRICAL RISER DIAGRAMS	X		
EE702.P1	OVERALL ALCMS WIRING DIAGRAM	X		
EE703.P1	ALCMS WIRING DIAGRAM	X		
EE704.P1	NEW VAULT ALCMS WIRING DIAGRAM	X		
EE801.P1	ELECTRICAL LUMINAIRE AND EQUIPMENT SCHEDULES	X		
EE802.P1	ELECTRICAL PANEL SCHEDULES	X		
COMMUNICATIONS		X		X
TN000.P1	COMMUNICATIONS GENERAL NOTES, SYMBOLS AND ABBREVIATIONS	X		
TN121-A1.P1	LEVEL 1 PART A1 TECHNOLOGY DEMOLITION SITE PLAN	X		X
TN121-A2.P1	LEVEL 1 PART A2 TECHNOLOGY DEMOLITION SITE PLAN	X		
TN121-B1.P1	LEVEL 1 PART B1 TECHNOLOGY DEMOLITION SITE PLAN	X		X
TN121-B2.P1	LEVEL 1 PART B2 TECHNOLOGY DEMOLITION SITE PLAN	X		
TN121-B3.P1	LEVEL 1 PART B3 TECHNOLOGY DEMOLITION SITE PLAN	X		
TN141.P1	COMM ROOM 101 DEMOLITION ENLARGED PLANS	X		X
TN200B4.P1	BASEMENT LEVEL PART B4 TECHNOLOGY FLOOR PLAN	X		X
TN201-A1.P1	LEVEL 1 PART A1 TECHNOLOGY SITE PLAN	X		X
TN201-A2.P1	LEVEL 1 PART A2 TECHNOLOGY SITE PLAN	X		X
TN201-B1.P1	LEVEL 1 PART B1 TECHNOLOGY SITE PLAN	X		X
TN201-B2.P1	LEVEL 1 PART B2 TECHNOLOGY SITE PLAN	X		X
TN201-B3.P1	LEVEL 1 PART B3 TECHNOLOGY SITE PLAN	X		
TN501.P1	DPS -SECONDARY MDF DEMOLITION ENLARGED PLANS	X		X
TN502.P1	NEW AIRFIELD LIGHTING VAULT ENLARGED PLANS	X		
TN601.P1	HANDHOLE AND DUCT BANK DETAILS	X		
TN701.P1	NORTH TERMINAL FIBER BACKBONE SINGLE LINE DIAGRAMS	X		X
TN702.P1	AIRFIELD LIGHTING VAULT FIBER SINGLE LINE DIAGRAMS	X		
SECURITY		X		
TS000.P1	SECURITY GENERAL NOTES, SYMBOLS AND ABBREVIATIONS	X		
TS201-B3.P1	LEVEL 1 PART B3 SECURITY SITE PLAN	X		
TS602.P1	ACS DETAILS-SCHEDULE AND DIAGRAMS	X		
TS603.P1	CCTV DETAILS-SCHEDULE AND DIAGRAMS	X		
TS700.P1	TYPICAL 24VDC WIRING DIAGRAM	X		



Contract Documents

Terminal Building Modernization Project

Construction Manager at Risk

December 2020



TABLE OF CONTENTS

AIA A-133 – 2019

AIA A-133 – 2019 EXHIBIT B

AIA A-201 – 2017

AIA E-203 – 2013

EXHIBIT C – FEDERAL AVIATION ADMINISTRATION (FAA) MANDATORY CONTRACT PROVISIONS

EXHIBIT D – CONSTRUCTION MANAGERS PRE-CONSTRUCTION PHASE BASIS OF FEE

EXHIBIT E – CONSTRUCTION MANAGERS HOME OFFICE PERSONNEL BILLING RATES
AND TIME ALLOCATION

EXHIBIT F – BUILDING INFORMATION MODELING (BIM) EXECUTION PLAN

EXHIBIT G – OWNERS CONTRACTOR PREQUALIFICATION POLICY

EXHIBIT H – REQUEST FOR QUALIFICATION (RFQ) FOR CONSTRUCTION MANAGER AT RISK
SERVICES FOR TERMINAL MODERNIZATION PROJECT (INCLUDING ADDENDUM 1)

EXHIBIT I – CONSTRUCTION MANAGERS (HENSEL PHELPS) GENERAL PROPOSAL

EXHIBIT J – DESIGN SCHEDULE (SUBJECT TO MODIFICATIONS)





AIA[®] Document A133™ – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 11th day of December in the year 2020
(In words, indicate day, month, and year.)

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

Greater Asheville Regional Airport Authority
61 Terminal Drive, Suite 1
Fletcher, NC 28732

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

Hensel Phelps Construction Company
6557 Hazeltine National Drive, Suite 1
Orlando, FL 32822

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

Terminal Building Modernization and Expansion Project

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

Gresham Smith
201 South College Street
Charlotte, NC 28244

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

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

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

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

1	INITIAL INFORMATION
2	GENERAL PROVISIONS
3	CONSTRUCTION MANAGER'S RESPONSIBILITIES
4	OWNER'S RESPONSIBILITIES
5	COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
6	COMPENSATION FOR CONSTRUCTION PHASE SERVICES
7	COST OF THE WORK FOR CONSTRUCTION PHASE
8	DISCOUNTS, REBATES, AND REFUNDS
9	SUBCONTRACTS AND OTHER AGREEMENTS
10	ACCOUNTING RECORDS
11	PAYMENTS FOR CONSTRUCTION PHASE SERVICES
12	DISPUTE RESOLUTION
13	TERMINATION OR SUSPENSION
14	MISCELLANEOUS PROVISIONS
15	SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Program was determined during the Terminal Area Assessment and defined by Gresham Smith in conceptual design as show in the RFQ for this project.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Information describing the site, which includes initial geo-technical and survey information, was performed under the Architect's scope of work and transferred to the Construction Manager during pre-construction for their responsibilities. Any additional efforts are to be completed by the Construction Manager and identified as pre-construction services under article 3.1.14.

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§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

To be determined during pre-construction and defined in future amendment(s).

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Reference latest design schedule, subject to modifications, included as Exhibit J.

.2 Construction commencement date:

.3 Substantial Completion date or dates:

.4 Other milestone dates:

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

Early release packages are to be established and determined by the Construction Manager during preconstruction services.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Sustainable design will be integrated into the project as much as the budget will allow.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Jared Merrill
Greater Asheville Regional Airport Authority
61 Terminal Drive, Ste 1
Fletcher, NC 28732
(828) 779-0088

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:

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(List name, address and other contact information.)

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

.2 Civil Engineer:

.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Brad Sucher
Gresham Smith
919 East Main Street, Ste 1200
Richmond, VA 23219
(248) 505-8976

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Brandon Rutterford
Hensel Phelps Construction Company
6557 Hazeltine National Drive, Suite 1
Orlando, FL 32822
(443) 838-7223

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

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First tier Sub-contractors shall be prequalified in accordance with Owners prequalification requirements, which have been provided to the Construction Manager.

§ 1.1.15 Other Initial Information on which this Agreement is based:

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

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

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents. The Construction Manager shall perform throughout the project in an open book collaborative process with the Owner making available to Owner at all times all details, correspondence, documentation and transactions related to the project, in a timely manner.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, shall apply as follows as modified and agreed to by the Owner and the Construction Manager: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2017, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both

phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project. The Construction Manager's staff at minimum, shall include a Project Manager and Superintendent, who shall be committed to the project full time for its duration, and shall not be re-assigned without the Owners written approval. The initial assignment of a Project Manager and Superintendent, and subsequent assignment of any replacements, shall be subject to the Owners approval.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.4.0 In the event that the Construction Manager presents a Project schedule that does not provide for Substantial Completion to be achieved within the Contract Time, the Construction Manager shall present a recovery plan and recovery schedule that will permit the Construction Manager to achieve Substantial Completion within the Contract Time for the Owners review and approval in writing. Submission of revised schedules to the Owner does not equate to the Owners acceptance of such revised schedules. Revisions to the Project schedule must be approved by the Owner in writing.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into

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consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations, and Owner promulgated policies and procedures applicable to its performance under this Contract, and with equal

employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities, including the Owner. Such applicable laws, rules and regulations, include, but are not limited to, local permitting requirements; local and State building codes; State bidding and procurement requirements; and Federal contracting requirements; including, but not limited to those Mandatory Federal Contract Provisions attached hereto and incorporated herein by reference as Exhibit C.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

Not limited to, but shall include, coordination with Design Team and Master Service Integrator, constructability review throughout design process, existing systems review in consideration to phasing, milestone design drawing reviews, including scheduled page turns, participation in regular Design Team meetings at the discretion of the Owner, additional geo-technical, survey or laser scan as determined by the Construction Manager.

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price (GMP) shall be no less than 60 days from the date it is submitted to the Owner.
- .6 A schedule of the Construction Documents issuance dates upon which the date of Substantial Completion is based.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order. The contingency is an uncommitted, mutually agreed upon, sum of money allocated within the Guaranteed Maximum Price for the purpose of defraying the expenses due to unforeseen circumstances relating to the Project's construction. The contingency may be used to cover costs for construction items such as, without limitation, unanticipated conditions that do not constitute a concealed or unknown condition under § 3.7.4, inclement weather, and other unforeseen events. The Construction Manager will be required to receive a Contingency Authorization, which shall not be unreasonably withheld by the Owner, prior to using any of the contingency. The Contingency Authorization is a written instrument prepared by the Owner and signed by the Owner and Contractor, documenting the expenditure of the contingency. The Contingency Authorization shall be submitted to the Owner with a complete cost breakdown showing computation of the cost, together with a written explanation of the change and the reason for the change. If the Owner does not object to the Contingency

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Authorization within seven (7) days of the submittal by the Construction Manager, the Construction Manager may use the contingency as if the request had been approved by the Owner.

§ 3.2.4.1 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Owner's exclusive use in funding changes in scope, such as changes in systems or types and quantities of materials, finishes or equipment approved by the Owner through a Contingency Authorization. The Owners contingency is an uncommitted, mutually agreed upon, sum of money allocated within the Guaranteed Maximum Price for the purpose of funding Owner directed changes beyond the scope of the project.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based. If the Guaranteed Maximum Price proposal is not accepted by the Owner, the Owner shall so notify the Construction Manager in writing. The Construction Manager shall then recommend adjustments to the Work through changes in the means and methods, value engineering, alternative or other appropriate methods to reduce the overall cost of the Project. The Construction Manager, Owner and Architect will discuss and negotiate these adjustments in the Work for no more than 30 days, unless extension is granted in writing by the Owner. If an acceptable Guaranteed Maximum Price is not agreed to during the 30 days, negotiations may be terminated, and the Owner may initiate negotiations with another construction management firm.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize the Architect to prepare revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall promptly notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.2.10 Upon acceptance of the Guaranteed Maximum Price proposal by the Owner, the Guaranteed Maximum Price and its basis shall be set forth in the Guaranteed Maximum Price Amendment. The Guaranteed Maximum Price Amendment will establish the Guaranteed Maximum Price, Contract Time and Liquidated Damages associated with the Construction Manager's failure to substantially complete the Work by the Substantial Completion, as may be adjusted in accordance with the Contract Documents. Performance and Payment Bonds on the Owners standard forms will be executed simultaneously with the Guaranteed Maximum Price Amendment.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201-2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any

insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment. The Owner will issue a Notice to Proceed, prior to Work beginning in connection with the Construction Phase. The Owner shall also issue separate Notices to Proceed, as are necessary, for each designated phase or portion of Work.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201-2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager 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. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. Paragraph is deleted in its entirety.

(Paragraphs deleted)

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

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 **Legal Requirements.** 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.

§ 4.3 Architect

The agreement between the Owner and Architect shall be a separate agreement document outside any AIA example documents.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager a not-to-exceed flat fee of \$1,088,270.00 (one million, eighty-eight thousand, two hundred seventy dollars), which shall be billable to the Owner on a monthly pro-rata basis, based upon the amount of actual Pre-Construction Phase services performed during that period.

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

See Exhibit D – Construction Managers Pre-Construction Phase Basis of Fee

§ 5.1.2 The hourly or lump sum billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below and shall be billable to the Owner on a monthly pro-rata basis, based upon the amount of actual Pre-Construction Phase services performed during that period. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See Exhibit D – Construction Managers Pre-Construction Phase Basis of Fee

Individual or Position	Rate
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§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2

(Paragraphs deleted)

The Construction Manager shall submit an invoice for Pre-Construction Phase services provided for the prior calendar months billing period by the 5th day of each month, which invoice shall be paid by the Owner on a "net 30 day" basis, provided the amounts billed are for an accurate pro-rata percentage of services actually performed and accepted by the Owner, and further provide all supporting documentation required by the Owner or Architect is submitted with the

invoice. The Owner shall have no obligation to process the Construction Manager's invoice if such invoice is incorrect, incomplete, or is not submitted with all of the supporting documentation required by the Owner, Architect, the FAA or the Owners funding agencies.

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's

(Paragraphs deleted)

Fee shall be calculated as a percent of the Cost of the Work, including but not limited to allowances. This fee shall be the entire fee the Construction Manager shall receive for the project. The Construction Manager shall not include fee or administrative mark-ups directly within hourly billing rates, rental rates, on insurance, bond premiums or on permit fees.

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 6.1.5 The total rental cost of any Construction Manager owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager owned equipment and quantities of equipment shall be subject to the Owners prior approval. Rental rates for Construction Manager owned equipment shall not exceed the standard rental rate paid at the place of project.

§ 6.1.6 Liquidated damages, if

(Paragraphs deleted)

any, at the rate of \$3,000.00 per calendar day to the date of Substantial Completion shall be deducted by a Construction Change Directive from the Contract Sum and shall be withheld from progress payments, from the Substantial Completion payment or from Final Payment at the Owner's discretion. Liquidated Damages shall not exceed the Construction Managers fee.

§ 6.1.7 Other:

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

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner. All savings between the actual Final Contract Sum and the Final Guaranteed Maximum Price shall revert 100 percent to the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

See Exhibit E – Construction Managers Home Office Personnel Billing Rates and Time Allocation.

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

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§ 7.2.6 Labor costs must be supported through certified payrolls. Under no circumstances shall salaried employees be compensated for overtime without the Owners prior written approval.

§ 7.2.7 Davis-Bacon Wage Rates shall apply as appropriate for this project.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 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 Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager 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 Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

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

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

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

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

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

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work. Payment for travel expenses shall be reimbursed at actual cost without markups. Travel expenses for the Construction Manager's Executives and Officers are not reimbursable unless they are assigned full time to the project and work onsite.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 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 Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager;

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or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager 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 in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

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

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

§ 9.3 Self-Perform Work means direct work performed by the Construction Manager's own forces. The Construction Manager may not perform direct work with its own forces without the Owners approval, which shall be in the Owners sole and absolute discretion. The Owner may require the work to be performed by a Subcontractor regardless of whether it appears that the Construction Manager can self-perform the work in accordance with the contract documents. There may be limited scope of work the Owner may approve to be performed by the Construction Manager that are not secured through a "competitive process." The Owners ability to authorize the Construction Manager to self-perform any work shall be subject to the appropriate FAA requirements, or North Carolina General Statutes, whichever are determined to be applicable.

§ 9.4 The Construction Manager shall administer and account for all costs, management and financial tracking of any self-performed work as though it were being performed under separate subcontract. If limited self-performed work is authorized by the Owner without competitive bidding, such work shall be billed at the Construction Manager's actual direct cost, exclusive of any further markups for profit, overhead, General Conditions costs or other fees, other than the Construction Manager's overall fee as stated in this contract.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The 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 Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

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

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

§ 11.1.3 The Construction Manager shall submit an invoice for Construction Phase services provided for the prior calendar months billing period by the 5th day of each month, which invoice shall be paid by the Owner on a "net 30 day" basis, provided the amounts billed are for an accurate pro-rata percentage of services actually performed and accepted by the Owner, and further provide all supporting documentation required by the Owner or Architect is submitted with the invoice. The Owner shall have no obligation to process the Construction Manager's invoice if such invoice is incorrect, incomplete, or is not submitted with all of the supporting documentation required by the Owner, Architect, the FAA or the Owners funding agencies.

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect in accordance with Article 3.2.4 above.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201-2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

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

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

- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.7.3 Nothing in this Agreement shall require the Owner to process or make payment on a progress payment application if such application is incorrect, incomplete, or is not submitted with all of the supporting documentation required by the Owner or Architect to satisfy the Owner's requirements, FAA requirements and those requirements of other funding agencies. Furthermore, the Owner shall have no obligation to make payment for incomplete work, work that has not been accepted, or work, the satisfactory completion of which is in dispute.

§ 11.1.8 Retainage

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

(Paragraphs deleted)

due. Retainage amount to be withheld by the Owner prior to Substantial Completion is ten (10) percent. The Owner shall release retainage associated with each individual phase of construction as each phase individually achieves Substantial Completion and all other requirements are subsequently met.

§ 11.1.8.1.1 The following items are not subject to retainage:

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

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

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8.

(Paragraphs deleted)

Upon Substantial Completion, retainage shall be reduced to no less than 2 percent, until Final Payment is made.

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

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

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

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§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201-2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201-2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201-2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

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

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

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

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201-2017. However, for Claims arising from or relating to the Construction

Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

Arbitration pursuant to Article 15 of AIA Document A201-2017

Litigation in a court of competent jurisdiction

Other: *(Specify)*

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

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201-2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- 1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

Construction Manager shall only be paid for pro-rated services performed to the date of Termination. No additional fee shall be due.

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201-2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201-2017. Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, 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 14.2.2 of this Agreement, and in Section 13.2.2 of A201-2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, 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 Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00) for each occurrence and Two Million Dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000.00) each employee.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Five Million Dollars (\$ 5,000,000.00) per claim and Ten Million Dollars (\$ 10,000,000.00) in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage

Limits

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager’s negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner’s insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

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

§ 14.5 Other provisions:

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™–2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .5 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

December 11, 2020

- .6 Other Exhibits:
(Check all boxes that apply.)

AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:

Init.

Handwritten initials

(Insert the date of the E234-2019 incorporated into this Agreement.)

[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.7 Other documents, if any, listed below:

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

- Exhibit C – Federal Aviation Administration (FAA) Mandatory Contract Provisions
- Exhibit D – Construction Managers Pre-Construction Phase Basis of Fee
- Exhibit E – Construction Managers Home Office Personnel Billing Rates and Time Allocation
- Exhibit F – Building Information Modeling (BIM) Execution Plan (Subject to revisions through mutual agreement.)
- Exhibit G – Owners Contractor Prequalification Policy
- Exhibit H – Request for Qualifications (RFQ) for Construction Manager at Risk Services for Terminal Modernization Project (including Addendum 1)
- Exhibit I – Construction Manager (Hensel Phelps) General Proposal
- Exhibit J – Design Schedule (Subject to Modifications)

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

OWNER (Signature)

Lew Bleiweis, A.A.E. Executive Director
(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Kirk Hazen, Vice President
(Printed name and title)

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer

12-14-2020

Date

Init.

WBI KH





AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Terminal Building Modernization and Expansion Project
61 Terminal Drive, Ste 1, Fletcher, NC 28732

THE OWNER:

(Name, legal status and address)

Greater Asheville Regional Airport Authority
61 Terminal Drive, Suite 1, Fletcher, NC 28732

THE ARCHITECT:

(Name, legal status and address)

Gresham Smith Brad Sucher
919 East Main Street, Ste 1200, Richmond, VA 23219

TABLE OF ARTICLES

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

ADDITIONS AND DELETIONS:

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

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

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

Init.

INDEX

(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, **12.3**

Access to Work

3.16, 6.2.1, 12.1

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5,
10.2.8, 13.3.2, 14.1, 15.1.2, 15.2

Addenda

1.1.1

Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, 15.1.5

Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.4**

Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**

Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances

3.8

Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10

Approvals

2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9,

3.12.10.1, 4.2.7, 9.3.2, 13.4.1

Arbitration

8.3.1, 15.3.2, **15.4**

ARCHITECT

4

Architect, Definition of

4.1.1

Architect, Extent of Authority

2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2,
9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1,
13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1

Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3,
4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2,
9.5.4, 9.6.4, 15.1.4, 15.2

Architect's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3,
7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1,
13.4.2, 15.2

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2,
3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16,
3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5,
9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

Award of Subcontracts and Other Contracts for Portions of the Work

5.2

Basic Definitions

1.1

Bidding Requirements

1.1.1

Binding Dispute Resolution

8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5,
15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1

Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

Bonds, Performance, and Payment

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**

Building Information Models Use and Reliance

1.8

Building Permit

3.7.1

Capitalization

1.3

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

Init.

Certificates for Payment

4.2.1, 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4

Certificates of Inspection, Testing or Approval
13.4.4

Certificates of Insurance
9.10.2

Change Orders

1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, 7.2, 7.2.2, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2

Change Orders, Definition of
7.2.1

CHANGES IN THE WORK

2.2.2, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5

Claims, Definition of

15.1.1

Claims, Notice of
1.6.2, 15.1.3

CLAIMS AND DISPUTES

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, 15, 15.4

Claims and Timely Assertion of Claims
15.4.1

Claims for Additional Cost

3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, 15.1.5

Claims for Additional Time

3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 8.3.4, 9.5.2, 10.3.2, 15.1.6

Concealed or Unknown Conditions, Claims for
3.7.4

Claims for Damages

3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7

Claims Subject to Arbitration
15.4.1

Cleaning Up

3.15, 6.3

Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, 15.1.5

Commencement of the Work, Definition of
8.1.2

Communications

3.9.1, 4.2.4

Completion, Conditions Relating to

3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2

COMPLETION, PAYMENTS AND

9

Completion, Substantial

3.10.1, 3.10.1.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2

Compliance with Laws

2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1, 6.1.1, 6.1.4

Consent, Written

3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2

Consolidation or Joinder

15.4.4

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

1.1.4, 6

Construction Change Directive, Definition of
7.3.1

Construction Change Directives

1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, 7.3, 9.3.1.1

Construction Schedules, Contractor's

3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Contingent Assignment of Subcontracts

5.4, 14.2.2.2

Continuing Contract Performance

15.1.4

Contract, Definition of

1.1.2

CONTRACT, TERMINATION OR SUSPENSION OF THE

5.4.1.1, 11.5, 14

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to

3.7.1, 3.10, 5.2, 6.1

Contract Documents, Copies Furnished and Use of

1.5.2, 2.3.6, 5.3

Contract Documents, Definition of

1.1.1

Contract Sum

2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, 9.1, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, 15.1.5, 15.2.5

Contract Sum, Definition of

9.1

Contract Time

1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5

Contract Time, Definition of

8.1.1

CONTRACTOR

3

Contractor, Definition of

3.1, 6.1.2

Contractor's Construction and Submittal Schedules

3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2

Init.

Contractor's Employees
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2,
10.3, 11.3, 14.1, 14.2.1.1

Contractor's Liability Insurance 11.1

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

3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4

Contractor's Relationship with Subcontractors

1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7,
9.10.2, 11.2, 11.3, 11.4

Contractor's Relationship with the Architect

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2,
3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2,
7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3,
11.3, 12, 13.4, 15.1.3, 15.2.1

Contractor's Representations

3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2

Contractor's Responsibility for Those Performing the
Work

3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8

Contractor's Review of Contract Documents

3.2

Contractor's Right to Stop the Work

2.2.2, 9.7

Contractor's Right to Terminate the Contract

14.1

Contractor's Submittals

3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2,
9.8.3, 9.9.1, 9.10.2, 9.10.3

Contractor's Superintendent

3.9, 10.2.6

Contractor's Supervision and Construction

Procedures

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3,
7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4

Coordination and Correlation

1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1

Copies Furnished of Drawings and Specifications

1.5, 2.3.6, 3.11

Copyrights

1.5, **3.17**

Correction of Work

2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3,
15.1.3.1, 15.1.3.2, 15.2.1

Correlation and Intent of the Contract Documents 1.2

Cost, Definition of

7.3.4

Costs

2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3,
7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2,
12.1.2, 12.2.1, 12.2.4, 13.4, 14

Cutting and Patching

3.14, 6.2.5

Damage to Construction of Owner or Separate
Contractors

3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damage to the Work

3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damages, Claims for

3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2,
11.3, 14.2.4, 15.1.7

Damages for Delay

6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2

Date of Commencement of the Work, Definition of
8.1.2

Date of Substantial Completion, Definition of
8.1.3

Day, Definition of

8.1.4

Decisions of the Architect

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4,
7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2,
14.2.2, 14.2.4, 15.1, 15.2

Decisions to Withhold Certification

9.4.1, **9.5**, 9.7, 14.1.1.3

Defective or Nonconforming Work, Acceptance,
Rejection and Correction of

2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3,
9.10.4, 12.2.1

Definitions

1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1,
6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1

Delays and Extensions of Time

3.2, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**,
10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5

Digital Data Use and Transmission

1.7

Disputes

6.3, 7.3.9, 15.1, 15.2

Documents and Samples at the Site

3.11

Drawings, Definition of

1.1.5

Drawings and Specifications, Use and Ownership of

3.11

Effective Date of Insurance

8.2.2

Emergencies

10.4, 14.1.1.2, **15.1.5**

Employees, Contractor's

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2,
10.3.3, 11.3, 14.1, 14.2.1.1

Equipment, Labor, or Materials

1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3,
9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Execution and Progress of the Work

1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1,
3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1,
9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

Extensions of Time
3.2.4, 3.7.4; 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, **15.2.5**

Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Faulty Work
(See Defective or Nonconforming Work)

Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 9.10.2, 12.3, 14.2.4, 14.4.3

Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4

GENERAL PROVISIONS

1

Governing Law

13.1
Guarantees (See Warranty)

Hazardous Materials and Substances
10.2.4, **10.3**, 10.3.3

Identification of Subcontractors and Suppliers
5.2.1, 10.3.2

Indemnification
3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3

Information and Services Required of the Owner
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

Initial Decision

15.2

Initial Decision Maker, Definition of
1.1.8

Initial Decision Maker, Decisions
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Initial Decision Maker, Extent of Authority
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Injury or Damage to Person or Property
10.2.8, 10.4

Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.4

Instructions to Bidders
1.1.1

Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2

Instruments of Service, Definition of
1.1.7

Insurance
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, **11**

Insurance, Notice of Cancellation or Expiration
11.1.4, 11.2.3

Insurance, Contractor's Liability

11.1
Insurance, Effective Date of
8.2.2, 14.4.2

Insurance, Owner's Liability

11.2

Insurance, Property
10.2.5, 11.2, 11.4, 11.5

Insurance, Stored Materials
9.3.2

INSURANCE AND BONDS

11
Insurance Companies, Consent to Partial Occupancy
9.9.1

Insured loss, Adjustment and Settlement of
11.5

Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13

Interest
13.5

Interpretation
1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1

Interpretations, Written
4.2.11, 4.2.12

Judgment on Final Award
15.4.2

Labor and Materials, Equipment
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Labor Disputes
8.3.1

Laws and Regulations
1.5, 2.3.2, 3.2.3, 3.2.4, 3.4.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8, 15.4

Liens
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Limitations, Statutes of
12.2.5, 15.1.2, 15.4.1.1

Limitations of Liability
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6, 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3, 11.3, 12.2.5, 13.3.1

Limitations of Time
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15, 15.1.2, 15.1.3, 15.1.5

Materials, Hazardous
10.2.4, **10.3**

Materials, Labor, Equipment and
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic's Lien
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Mediation
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.3.5, 15.4.1, 15.4.1.1

Minor Changes in the Work
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, 7.4

MISCELLANEOUS PROVISIONS

13

Modifications, Definition of

1.1.1

Modifications to the Contract

1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2

Mutual Responsibility

6.2

Nonconforming Work, Acceptance of

9.6.6, 9.9.3, **12.3**

Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4,
12.2

Notice

1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4,
3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4,
8.2.2, 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1,
13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5,
15.1.6, 15.4.1

Notice of Cancellation or Expiration of Insurance

11.1.4, 11.2.3

Notice of Claims

1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5, 15.1.6,
15.2.8, 15.3.2, 15.4.1

Notice of Testing and Inspections

13.4.1, 13.4.2

Observations, Contractor's

3.2, 3.7.4

Occupancy

2.3.1, 9.6.6, 9.8

Orders, Written

1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2,
14.3.1

OWNER

2

Owner, Definition of

2.1.1

Owner, Evidence of Financial Arrangements

2.2, 2.2.2, 2.2.4, 13.2.2, 14.1.1.4

Owner, Information and Services Required of the

2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2,
9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2,
14.1.1.4, 14.1.4, 15.1.4

Owner's Authority

1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2,
4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1,
7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2,
10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4,
15.2.7

Owner's Insurance

11.2

Owner's Relationship with Subcontractors

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

Owner's Right to Carry Out the Work

2.5, 14.2.2

Owner's Right to Clean Up

6.3

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

6.1

Owner's Right to Stop the Work

2.4

Owner's Right to Suspend the Work

14.3

Owner's Right to Terminate the Contract

14.2, 14.4

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

1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12,
5.3

Partial Occupancy or Use

9.6.6, **9.9**

Patching, Cutting and

3.14, 6.2.5

Patents

3.17

Payment, Applications for

4.2.5, 7.3.9, 9.2, **9.3**, 9.3.1, 9.4, 9.5, 9.6.3, 9.7, 9.8.5,
9.10.1, 14.2.3, 14.2.4, 14.4.3

Payment, Certificates for

4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.5.5, 9.6.1, 9.6.6, 9.7,
9.10.1, 9.10.3, 14.1.1.3, 14.2.4

Payment, Failure of

9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Payment, Final

4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3

Payment Bond, Performance Bond and

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

Payments, Progress

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

PAYMENTS AND COMPLETION

9

Payments to Subcontractors

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

PCB

10.3.1

Performance Bond and Payment Bond

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

Permits, Fees, Notices and Compliance with Laws

2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2

PERSONS AND PROPERTY, PROTECTION OF

10

Polychlorinated Biphenyl

10.3.1

Product Data, Definition of

3.12.2

Product Data and Samples, Shop Drawings

3.11, **3.12**, 4.2.7

Progress and Completion

4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4

Progress Payments

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

Init.

Project, Definition of
1.1.4
 Project Representatives
 4.2.10
Property Insurance
 10.2.5, **11.2**
Proposal Requirements
 1.1.1
PROTECTION OF PERSONS AND PROPERTY
10
 Regulations and Laws
 1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1,
 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
 Rejection of Work
 4.2.6, 12.2.1
 Releases and Waivers of Liens
 9.3.1, 9.10.2
 Representations
 3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1
 Representatives
 2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1
 Responsibility for Those Performing the Work
 3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
 Retainage
 9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field
Conditions by Contractor
3.2, 3.12.7, 6.1.3
 Review of Contractor's Submittals by Owner and
 Architect
 3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
 Review of Shop Drawings, Product Data and Samples
 by Contractor
 3.12
Rights and Remedies
 1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1,
 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2,
 12.2.4, **13.3**, 14, 15.4
Royalties, Patents and Copyrights
3.17
 Rules and Notices for Arbitration
 15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
 3.3.1, 4.2.2, 4.2.7, 5.3, **10.1**, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, 3.12, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
 Schedules, Construction
 3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Separate Contracts and Contractors
 1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Separate Contractors, Definition of
6.1.1
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
 3.11, **3.12**, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
 Site Inspections
 3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4
 Site Visits, Architect's
 3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
 Special Inspections and Testing
 4.2.6, 12.2.1, 13.4
Specifications, Definition of
1.1.6
Specifications
 1.1.1, **1.1.6**, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14
 Statute of Limitations
 15.1.2, 15.4.1.1
 Stopping the Work
 2.2.2, 2.4, 9.7, 10.3, 14.1
 Stored Materials
 6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
 Subcontractors, Work by
 1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2,
 9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
 Submittals
 3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8,
 9.9.1, 9.10.2, 9.10.3
 Submittal Schedule
 3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
 6.1.1, **11.3**, 11.3.1
Substances, Hazardous
10.3, 10.3.2
Substantial Completion
 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2,
 15.1.2
Substantial Completion, Definition of
9.8.1
 Substitution of Subcontractors
 5.2.3, 5.2.4
 Substitution of Architect
 2.3.3
 Substitutions of Materials
 3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2

Subsurface Conditions
3.7.4

Successors and Assigns
13.2

Superintendent
3.9, 10.2.6

Supervision and Construction Procedures
1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4

Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1

Surety
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7

Surety, Consent of
9.8.5, 9.10.2, 9.10.3

Surveys
1.1.7, 2.3.4

Suspension by the Owner for Convenience
14.3

Suspension of the Work
3.7.5, 5.4.2, 14.3

Suspension or Termination of the Contract
5.4.1.1, 14

Taxes
3.6, 3.8.2.1, 7.3.4.4

Termination by the Contractor
14.1, 15.1.7

Termination by the Owner for Cause
5.4.1.1, **14.2**, 15.1.7

Termination by the Owner for Convenience
14.4

Termination of the Architect
2.3.3

Termination of the Contractor Employment
14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT

14

Tests and Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, **13.4**

TIME
8

Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

Time Limits
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4

Time Limits on Claims
3.7.4, 10.2.8, 15.1.2, 15.1.3

Title to Work
9.3.2, 9.3.3

UNCOVERING AND CORRECTION OF WORK
12

Uncovering of Work
12.1

Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3

Unit Prices
7.3.3.2, 9.1.2

Use of Documents
1.1.1, 1.5, 2.3.6, 3.12.6, 5.3

Use of Site
3.13, 6.1.1, 6.2.1

Values, Schedule of
9.2, 9.3.1

Waiver of Claims by the Architect
13.3.2

Waiver of Claims by the Contractor
9.10.5, 13.3.2, **15.1.7**

Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, **15.1.7**

Waiver of Consequential Damages
14.2.4, 15.1.7

Waiver of Liens
9.3, 9.10.2, 9.10.4

Waivers of Subrogation
6.1.1, **11.3**

Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2

Weather Delays
8.3, 15.1.6.2

Work, Definition of
1.1.3

Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2

Written Interpretations
4.2.11, 4.2.12

Written Orders
1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.1.9 Inconsistencies in Contract Documents – In the event of any conflict, inconsistency or other discrepancy between any of the terms of the Contract Documents and the mandatory Federal contract provisions incorporated into the Contract Documents, the mandatory Federal contract provisions shall be given priority and control.

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors of their respective Instruments of Service, including the Drawings and Specifications. Ownership of the Architects Instruments of Services that are produced for this Project shall be the property of the Owner in accordance with the terms of the contract between the Owner and Architect. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

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

§ 1.6 Notice

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

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building

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Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information. The Contractor's right to disclose confidential information under this paragraph extends only to financial information referenced in Article 2.2, and shall not include any confidential information about the project, its features, systems, or other attributes that are part of any security system, practice, protocol, or any other information that is considered "sensitive security information," knowledge of which is protected and/or limited to those with a need to know, under Federal regulations, requirements, and plans which are approved by Federal agencies with jurisdiction for the safety and security of the Airport or which is otherwise not considered to be public record under North Carolina law.

§ 2.3 Information and Services Required of the Owner

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

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

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor and whose status under the Contract Documents shall be that of the Architect.

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15. The Contractor's right to cure within a 10 day period only applies to work or conditions that do not create an immediate negative impact on the Owners operation of the building. Negative impact on the Owners operation of the building includes, but is not limited to, the efficient and unobstructed processing of passengers to board and de-board (de-plane) aircraft, to park and service aircraft, and to provide adequate office and public space for the operation of the Owner, its tenants and passengers utilizing the building and all of their equipment and belongings. In such case, the Contractor shall correct such condition immediately as directed by the Owner and shall not be entitled to any payment or compensation for such immediate correction.

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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

§ 3.4.4 The Contractor acknowledges its understanding that work on this Project will take place within a public airport environment, access to which is governed by certain Federal, State and/or Local security and safety regulations and procedures. The Contractor and all of its Subcontractors shall not employ on the Project, nor permit to be present on the Project site, any employee who has not met, or is unable to meet and pass all of the criminal history background checks and investigations that are required under such Federal, State or Local requirements. Furthermore, the Owner reserves the right, in its sole discretion, to refuse to permit access privileges to the job site to any employee or worker who does not meet or pass the required criminal history background investigation, or, who has violated the Owners required security and safety regulations, procedures and/or protocols. Employees or workers who violate the Owners security and/or safety regulations, procedures or protocols may be immediately and permanently removed from the Project and prohibited from providing services on this Project in the Owners sole discretion. In such circumstance, the Contractor shall comply and immediately remove such employee or worker from the Project and shall not be entitled to any claim of expense or delay as a result of that person's removal from the Project. The Contractor, at all times, shall provide an adequate number of workers on the job site who have been trained and authorized to work inside the secure and restricted areas of the Project, and further trained and authorized to provide escort and oversight of other workers without such authorization to work in secure or restricted areas of the Project, as a condition of working on the Project. The Contractor shall not be entitled to additional compensation or any extension of the Contract Time as a result of Contractors or any Subcontractors employees being unable to work in such areas due to a lack of an adequate number of trained and authorized personnel with escort and oversight privileges for other employees without such privileges.

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

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

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

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

§ 3.9.4 During the course of the Project, if in the opinion of the Owner and/or Architect, the Contractor's Project Manager and/or Superintendent, become unfit to continue on the Project, or, the Owner and/or Architect feels that it's in the best interest of the Project that an individual needs to be removed and replaced, the Owner and/or Architect may direct the Contractor to remove such individual from the Project and Contractor shall promptly do so.

§ 3.10 Contractor's Construction and Submittal Schedules

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

§ 3.10.1.1 In the event that Contractor ever presents a schedule that does not provide for substantial completion to be achieved by the Contract Time, the Contractor shall also present a recovery plan and schedule that will permit the Contractor to achieve substantial completion by the contract time. The Owner will determine if the recovery plan or schedule is acceptable. Receiving revised schedules at regularly scheduled meetings between the Owner, Architect and Contractor, or, in another format shall not be construed as acceptance by the Owner. Any revision to the approved construction schedule requires the Owners written approval.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

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

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional,

whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work,

provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

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

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the

Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

(Paragraph deleted)

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.2.2 Change Orders must be in a form designated by the Owner. Unless expressly stated in the Change Order, the Contractor waives all rights to claim additional time or money for Work performed pursuant to the Change Order.

§ 7.3 Construction Change Directives

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

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

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

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

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§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Construction Manager is delayed such that the critical path is impacted due to an act or neglect of the Owner, Architect, employees or agents of either, or of a Separate Contractor, then the Construction Manager may be entitled to an equitable adjustment in the Contract Time and/or Contract Sum.

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

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

§ 8.3.4 The parties recognize that the recent events concerning the COVID-19 pandemic are unprecedented, and that the Contract may not fully address the unusual circumstances created by various applicable governmental orders concerning the COVID-19 pandemic or the impacts that COVID-19 is having on economic conditions relevant to the Project, including labor, materials, equipment, safety, and other impacts. The Contract Sum and Contract Time do not include, and do not contemplate, cost impacts or schedule impacts associated with COVID-19 or any other virus, disease, epidemic, or pandemic (collectively, an "Epidemic") occurring after submission of Contractor's Guaranteed Maximum Price proposal. If the Contractor's work is significantly impacted by COVID-19 or an Epidemic, then the Contractor may be entitled to an equitable adjustment of the Contract Time for all such impacts.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

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

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;

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

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

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

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

§ 9.5.5 The Owner shall not be deemed in default by reason of withholding payment, to the extent necessary, in the Owner's reasonable opinion to protect the Owner while any of the conditions described in 9.5.1.1 through 9.5.1.7 remain.

§ 9.6 Progress Payments

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

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

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

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

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

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

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary

liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

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

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

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

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

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a

portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

§ 9.10 Final Completion and Final Payment

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner and (7) the number of designated sets of Owner's manuals, operating instructions for all equipment, required training of Owner's employees on all equipment, final reports as required for calibration of equipment (HVAC balancing reports, etc), and final Certificate of Occupancy. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

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

§ 10.3.3 Hazardous materials or substances, including those containing asbestos if discovered in small amounts, shall be properly mitigated, removed and disposed of from the Owners property by the Contractor in a lawful manner, at no additional cost to the Owner. The Owners obligations under Section 10.3.2 shall only apply in the event of the discovery of a significant amount of hazardous materials or substances including those containing asbestos. Otherwise, for small amounts of hazardous materials or substances, the Contractor shall be responsible for carrying out all the requirements of Section 10.3.2.

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

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

§ 11.2 Owner's Insurance

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

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other and (2) the Architect, Architect's consultants, separate contractors described in Article 6, 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 Builder's Risk insurance obtained pursuant to this Section 11.3 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 Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, Separate Contractors described in Article 6, if any, and the subcontractors, and sub-subcontractors agents and employees of any of them, by appropriate agreements, written where legally required

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for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) did not pay the insurance premium directly or indirectly, and (3) whether or not the person or entity had an insurable interest in the property damaged.

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

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

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

§11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and

replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

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

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

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

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

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

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

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

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

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

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

§ 15.2 Initial Decision

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

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

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a

response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

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

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

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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

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

§ 15.3 Mediation

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

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

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

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

§ 15.3.5 The Owner shall not be obligated to mediate disputes, claims, questions or disagreements involving monetary claims of fifteen thousand dollars (\$15,000.00) or less, but may voluntarily agree to mediate such disputes, claims, questions or disagreements.

§ 15.4 Arbitration

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

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

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

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

§ 15.4.4 Consolidation or Joinder

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

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

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



AIA[®] Document E203™ – 2013

Building Information Modeling and Digital Data Exhibit

This Exhibit dated the 11th day of December in the year 2020 is incorporated into the agreement (the "Agreement") between the Parties for the following Project:
(Name and location or address of the Project)

Terminal Building Modernization and Expansion Project
Greater Asheville Regional Airport Authority
61 Terminal Drive, Suite 1
Fletcher, NC 28732

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS**
- 2 TRANSMISSION AND OWNERSHIP OF DIGITAL DATA**
- 3 DIGITAL DATA PROTOCOLS**
- 4 BUILDING INFORMATION MODELING PROTOCOLS**
- 5 OTHER TERMS AND CONDITIONS**

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 This Exhibit provides for the establishment of protocols for the development, use, transmission, and exchange of Digital Data for the Project. If Building Information Modeling will be utilized, this Exhibit also provides for the establishment of the protocols necessary to implement the use of Building Information Modeling on the Project, including protocols that establish the expected Level of Development for Model Elements at various milestones of the Project, and the associated Authorized Uses of the Building Information Models.

§ 1.2 The Parties agree to incorporate this Exhibit into their agreements with any other Project Participants that may develop or make use of Digital Data on the Project. Prior to transmitting or allowing access to Digital Data, a Party may require any Project Participant to provide reasonable evidence that it has incorporated this Exhibit into its agreement for the Project, and agreed to the most recent Building Information Modeling (BIM) Execution Plan attached as Exhibit F.

§ 1.2.1 The Parties agree that each of the Project Participants utilizing Digital Data on the Project is an intended third party beneficiary of the Section 1.2 obligation to incorporate this Exhibit into agreements with other Project Participants, and any rights and defenses associated with the enforcement of that obligation. This Exhibit does not create any third-party beneficiary rights other than those expressly identified in this Section 1.2.1.

§ 1.3 Adjustments to the Agreement

§ 1.3.1 If a Party believes that protocols established pursuant to BIM Execution Plan, will result in a change in the Party's scope of work or services warranting an adjustment in compensation, contract sum, schedule or contract time, the Party shall notify the other Party. Failure to provide notice as required in this Section 1.3 shall result in a Party's

ADDITIONS AND DELETIONS:

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

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

This document is intended to be incorporated into an agreement between the parties and used in conjunction with AIA Documents G201™–2013, Project Digital Data Protocol Form, and G202™–2013, Building Information Modeling Protocol Form. It is anticipated that other Project Participants will incorporate a project specific E203–2013 into their agreements, and that the Parties and other Project Participants will set forth the agreed-upon protocols in AIA Documents G201–2013 and G202–2013.

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1/11/21

waiver of any claims for adjustments in compensation, contract sum, schedule or contract time as a result of the established protocols.

§ 1.3.2 Upon such notice, the Parties shall discuss and negotiate revisions to the protocols or discuss and negotiate any adjustments in compensation, contract sum, schedule or contract time in accordance with the terms of the Agreement.

§ 1.3.3 Notice required under this Section 1.3 shall be provided within thirty days of receipt of the protocols, unless otherwise indicated below:

(If the Parties require a notice period other than thirty days from receipt of the protocols, indicate the notice period below.)

N/A

§ 1.4 Definitions

§ 1.4.1 **Building Information Model.** A Building Information Model is a digital representation of the Project, or a portion of the Project, and is referred to in this Exhibit as the "Model," which term may be used herein to describe a Model Element, a single model or multiple models used in the aggregate, as well as other data sets identified in BIM Execution Plan and Project Information Exchange Worksheet, subject to revisions through mutual agreement.

§ 1.4.2 **Building Information Modeling.** Building Information Modeling or Modeling means the process used to create the Model.

§ 1.4.3 **Model Element.** A Model Element is a portion of the Model representing a component, system or assembly within a building or building site.

§ 1.4.4 **Level of Development.** The Level of Development (LOD) describes the minimum dimensional, spatial, quantitative, qualitative, and other data included in a Model Element to support the Authorized Uses associated with such LOD. See BIM Forum 2019 level of development at <https://bimforum.org/lod>.

§ 1.4.5 **Authorized Uses.** The term "Authorized Uses" refers to the permitted uses of Digital Data authorized in the Digital Data and/or Building Information Modeling protocols established pursuant to the terms of this Exhibit.

§ 1.4.6 **Model Element Author.** The Model Element Author is the entity (or individual) responsible for managing and coordinating the development of a specific Model Element to the LOD required for an identified Project milestone, regardless of who is responsible for providing the content in the Model Element. Model Element Authors are to be identified in BIM Execution Plan and Information Exchange Worksheet.

§ 1.4.7 **Digital Data.** Digital Data is information, including communications, drawings, specifications and designs, created or stored for the Project in digital form. Unless otherwise stated, the term Digital Data includes the Model.

§ 1.4.8 **Confidential Digital Data.** Confidential Digital Data is Digital Data containing confidential or business proprietary information that the transmitting party designates and clearly marks as "confidential."

§ 1.4.9 **Written or In Writing.** In addition to any definition in the Agreement to which this Exhibit is attached, for purposes of this Exhibit and the Agreement, "written" or "in writing" shall mean any communication prepared and sent using a transmission method set forth in this Exhibit, or the protocols developed pursuant to this Exhibit, that permits the recipient to print the communication.

§ 1.4.10 **Written Notice.** In addition to any terms in the Agreement to which this Exhibit is attached, for purposes of this Exhibit and the Agreement, "written notice" shall be deemed to have been duly served if transmitted electronically to an address provided in this Exhibit or the Agreement using a transmission method set forth in this Exhibit that permits the recipient to print the communication.

§ 1.4.11 **Party and Parties.** The terms "Party" and "Parties" refer to the signing parties to the Agreement.

§ 1.4.12 **Project Participant.** A Project Participant is an entity (or individual) providing services, work, equipment or materials on the Project and includes the Parties.

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ARTICLE 2 TRANSMISSION AND OWNERSHIP OF DIGITAL DATA

§ 2.1 The transmission of Digital Data constitutes a warranty by the Party transmitting Digital Data to the Party receiving Digital Data that the transmitting Party is the copyright owner of the Digital Data, or otherwise has permission to transmit the Digital Data for its use on the Project in accordance with the Authorized Uses of Digital Data established pursuant to the terms of this Exhibit.

§ 2.2 If a Party transmits Confidential Digital Data, the transmission of such Confidential Digital Data constitutes a warranty to the Party receiving such Confidential Digital Data that the transmitting Party is authorized to transmit the Confidential Digital Data. If a Party receives Confidential Digital Data, the receiving Party shall keep the Confidential Digital Data strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 2.2.1. All project data shall be used solely for project development and coordination.

§ 2.2.1 The receiving Party may disclose Confidential Digital Data as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The receiving Party may also disclose the Confidential Digital Data to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Digital Data as set forth in this Exhibit.

§ 2.3 By transmitting Digital Data, the transmitting Party does not convey any ownership right in the Digital Data or in the software used to generate the Digital Data. Unless otherwise granted in a separate license, the receiving Party's right to use, modify, or further transmit Digital Data is specifically limited to designing, constructing, using, maintaining, altering and adding to the Project consistent with the terms of this Exhibit, and nothing contained in this Exhibit conveys any other right to use the Digital Data.

§ 2.4 Where a provision in this Article 2 conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Article 2 shall prevail.

§ 2.5 When transmitting Digital Data, the transmitting party makes no representations as to long term compatibility, usability, or readability of data resulting from the use of software application packages, operating systems or computer hardware different from those used by the data creator.

§ 2.6 The Architect's fee and schedule of performance of services are based on the use of Newforma software as the primary transmission method for the Project.

ARTICLE 3 DIGITAL DATA PROTOCOLS

§ 3.1 Anticipated Types of Digital Data. The anticipated types of Digital Data to be used on the Project are as follows:
(Paragraph deleted)

Digital Data	Data Format	Transmission Type	Authorized Use
3.1.1 Project Agreements and Modifications	PDFV	EMA	R
3.1.2 Project Communications			
General Communications	PDFV	EM, EMA	R
Meeting Notices	PDFV	EMA	R
Agenda's	PDFV	EMA	R
Contractors Request for Information	W	IFX	I
Architect's Supplemental Instructions	PDFS		R
3.1.3 Architect's Pre-Construction Submittals			
Schematic Design Documents	PDFV	IFX	R
Design Development Documents	PDFV	IFX	R
Construction Documents	PDFV	IFX	R

3.1.4 Contract Documents			
Specifications	PDFS	IFX	R
Models (Design Team)	RVT	IFX, CLD	R, I
Individual Drawings Files	PDFS	IFX	R, I
Navisworks (Limited use for clash detection)	NWC	IFX, CLD	I
3.1.5 Contractor's Submittals	AC, RVT	IFX	
Product Data	PDF	IFX, EMA	R
Submittal by Contractor	PDFS	IFX	R
Return by Architect	PDFS	IFX	R, M
Shop Drawings			
Submitted by Contractor	PDFS	IFX	R
Submitted by Architect	PDFS	IFX	R
3.1.6 Modifications			R, M
Request for Proposal	PDFV	EMA	R
Architect Order for Minor Changes in Work	PDFS	EMA	R
Proposal	PDFS	EMA	R
Construction Change Directives	PDFS	EMA	R
Change Orders	PDFS	EMA	R
3.1.7 Project Payment Documents	PDFS	EMA	R
3.1.8 Notices and Claims	PDFS	EMA	R
3.1.9 Closeout Documents	PDFV	EMA	R
Record Documents	PDFV	IFX	R
Operations and Maintenance Manual	PDFV	IFX	R
Final Delivery to Owner	PDFS	IFX	R
Digital Data Protocol Table Definitions and Notes			
Digital Data Format	Definition		
W	Microsoft Word.docx		
PDFS	Vector or scanned PDF file		
PDFV	Vector portable document format file		
MS	Bentley Systems MicroStation		
AC	Autodesk Auto CAD.DWG		
RVT	Autodesk Revit		
BB	Blue Beam		
Transmission Method			
Abbreviation	Definition		
EM	e-Mail		
EMA	Attachment to an e-Mail		
IFX	Newforma/Info Exchange		
CLD	Cloud Service	(Subscription may be required.)	
Authorized Use of Data			
I	Integrate	(Attach and use as instruments of service, IE Lights from the electrical model for RCP)	
M	Modify as required to fulfill obligations	(Change and Update)	

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User Notes:

(1097355110)

	for the project.		
R	Reproduce and distribute.	(Copy and sent to other team members.)	
S	Store and View Only		

§ 3.1.1 Insert a detailed description of the anticipated Digital Data identified in Section 3.1, if not further described in an attachment to this Exhibit.

Document Management System will be Newforma – Information Exchange, please see attached BIM Execution Plan.

§ 3.2 As soon as practical following execution of the Agreement, the Parties shall further describe the uses of Digital Data, and establish necessary protocols governing the transmission and Authorized Uses of Digital Data, in consultation with the other Project Participants that are expected to utilize Digital Data on the Project.

§ 3.2.1 Unless another Project Participant is identified below, the Architect shall prepare and distribute to the other Project Participants Digital Data protocols for review, revision and approval.
(If a Project Participant other than the Architect shall be responsible for preparing draft and final Digital Data protocols, identify that Project Participant.)

N/A

§ 3.2.2 The agreed upon Digital Data protocols shall be set forth in BIM Execution Plan in Transmission and Use of Digital Data and each Project Participant shall memorialize their agreement in writing to such Digital Data protocols.

§ 3.2.3 The Parties, together with the other Project Participants, shall review and, if necessary, revise the Digital Data protocols at appropriate intervals as required by the conditions of the Project.

§ 3.3 The Parties shall transmit, use, store and archive Digital Data in accordance with the Digital Data protocols set forth in the latest version of BIM Execution Plan agreed to by the Project Participants.

§ 3.4 Unauthorized Use

§ 3.4.1 Prior to Establishment of Digital Data Protocols

If a Party receives Digital Data prior to the agreement to, and documentation of, the Digital Data protocols in BIM Execution Plan, that Party is not authorized to use or rely on the Digital Data. Any use of, or reliance on, such Digital Data is at that Party’s sole risk and without liability to the other Party and its contractors, consultants, agents and employees.

§ 3.4.2 Following Establishment of Digital Data Protocols

Following agreement to, and documentation of, the Digital Data protocols in BIM Execution Plan, if a Party uses Digital Data inconsistent with the Authorized Uses identified in the Digital Data protocols, that use shall be at the sole risk of the Party using the Digital Data.

§ 3.5 Digital Data Management

§ 3.5.1 Centralized electronic document management system use on the Project shall be:

(Check the appropriate box. If the Parties do not check one of the boxes below, the default selection shall be that the Parties will not utilize a centralized electronic document management system on the Project.)

[X] The Design Team, including Consultants, intend to use Autodesk, BIM 360 collaboration for Revit and Newforma for document management. Contractor shall have limited access to the Design BIM 360 collaboration and shall setup a corresponding cloud for collaboration in agreement to the construction BIM Execution Plan. All other digital data transmission are through the use of the Architects Newforma site.

§ 3.5.2 If the Project Participants intend to utilize a centralized electronic document management system on the Project, the Project Participants identified in Section 3.5.3 shall be responsible for managing and maintaining such

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system. The Project Participants responsible for managing and maintaining the centralized electronic document management system shall facilitate the establishment of protocols for transmission, use, storage and archiving of the centralized Digital Data and assist the Project Participants BIM Execution Plan for details.

§ 3.5.3 Unless responsibility is assigned to another Project Participant, the Architect shall be responsible for managing and maintaining the centralized electronic document management system. If the responsibility for management and maintenance will be assigned to another Project Participant at an identified Project milestone, indicate below the Project Participant who shall assume that responsibility, and the Project milestone. See BIM Execution Plan. *(Identify the Project Participant responsible for management and maintenance only if the Parties intend to utilize a centralized electronic document management system on the Project.)*

Responsible Project Participant	Project Milestone
Hensel Phelps	Start of construction contract administration.

ARTICLE 4 BUILDING INFORMATION MODELING PROTOCOLS

§ 4.1 If the Parties indicate in Section 3.1 that Building Information Modeling will be used on the Project, specify below the extent to which the Parties intend to utilize Building Information Modeling and identify the provisions of this Article 4 governing such use:

The Parties shall utilize Building Information Modeling on the Project for the sole purpose of fulfilling the obligations set forth in the Agreement without an expectation that the Model will be relied upon by the other Project Participants. Unless otherwise agreed in writing, any use of, transmission of, or reliance on the Model is at the receiving Party's sole risk. The remaining sections of this Article 4 shall have no force or effect.

The Parties shall develop, share, use and rely upon the Model in accordance with Sections 4.2 through 4.10 of this Exhibit.

§ 4.2 **Anticipated Building Information Modeling Scope.** Indicate below the portions of the Project for which Modeling will be used and the anticipated Project Participant responsible for that Modeling. See Design BIM Execution Plan.

Project Portion for Modeling	Responsible Project Participant

§ 4.3 **Anticipated Model Authorized Uses.** Indicate below the anticipated Authorized Uses of the Model for the Project, which Authorized Uses will be agreed upon by the Project Participants and further described for each LOD in BIM Execution Plan.

Reference Design BIM Execution Plan.

§ 4.4 **Ancillary Modeling Activities.** Indicate additional Modeling activities agreed upon by the Parties, but not to be included in BIM Execution Plan, if any. *(Describe any Modeling activities, such as renderings, animations, performance simulations, or other similar use, including the anticipated amount and scope of any such Modeling activities.)*

N/A

§ 4.5 **Modeling Protocols.** As soon as practical following execution of the Agreement, the Parties shall, in consultation with the other Project Participants that are expected to utilize Building Information Modeling on the Project, further describe the Authorized Uses of the Model and establish necessary protocols governing the development of the Model utilizing BIM Execution Plan.

§ 4.5.1 The Modeling protocols shall address the following:

- .1 Identification of the Model Element Authors;
- .2 Definition of the various LOD for the Model Elements and the associated Authorized Uses for each defined LOD;
- .3 Identification of the required LOD of each Model Element at each identified Project milestone;

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- .4 Identification of the construction classification systems to be used on the Project;
- .5 The process by which Project Participants will exchange and share the Model at intervals not reflected in Information Exchange Worksheet;
- .6 The process by which the Project Participants will identify, coordinate and resolve changes to the Model;
- .7 Details regarding any anticipated as-designed or as-constructed Authorized Uses for the Model, if required on the Project;
- .8 Anticipated Authorized Uses for facilities management or otherwise, following completion of the Project; and
- .9 Other topics to be addressed by the Modeling protocols: *(Identify additional topics to be addressed by the Modeling Protocols.)*

N/A

§ 4.5.2 Unless responsibility is assigned to another Project Participant identified below, the Architect shall prepare and distribute Modeling protocols to the other Project Participants for review, revision and approval.
(If a Project Participant other than the Architect shall be responsible for preparing draft and final Modeling protocols, identify that Project Participant.)

Hensel Phelps shall prepare a BIM Execution Plan that will cover from the start of the pre-construction through project close-out. This plan shall be in conjunction with the Design BIM Execution Plan, subject to revision through mutual agreement.

§ 4.5.3 The agreed upon Modeling protocols shall be set forth in BIM Execution Plan and each Project Participant shall memorialize their agreement in writing to such Modeling protocols.

§ 4.5.4 The Parties, together with the other Project Participants, shall review, and if necessary, revise the Modeling protocols at appropriate intervals as required by the conditions of the Project.

§ 4.6 The Parties shall develop, use and rely on the Model in accordance with the Modeling protocols set forth in the latest version of BIM Execution Plan, which document shall be included in or attached to the Model in a manner clearly accessible to the Project Participants.

§ 4.7 Unauthorized Use

§ 4.7.1 Prior to Establishment of Modeling Protocols

If a Party receives any Model prior to the agreement to, and documentation of, the Modeling protocols in BIM Execution Plan, that Party is not authorized to use, transmit, or rely on the Model. Any use, transmission or reliance is at that Party's sole risk and without liability to the other Party and its contractors, consultants, agents and employees.

§ 4.7.2 Following Establishment of Modeling Protocols

Following agreement to, and documentation of, the Modeling protocols in BIM Execution Plan, if a Party uses or relies on the Model inconsistent with the Authorized Uses identified in the Modeling protocols, such use or reliance shall be at the sole risk of the Party using or relying on the Model. A Party may rely on the Model Element only to the extent consistent with the minimum data required for the identified LOD, even if the content of a specific Model Element includes data that exceeds the minimum data required for the identified LOD.

§ 4.8 Model Management

§ 4.8.1 The requirements for managing the Model include the duties set forth in this Section 4.8. Unless assigned to another Project Participant, the Architect shall manage the Model from the inception of the Project. If the responsibility for Model management will be assigned to another Project Participant, or change at an identified Project milestone, indicate below the identity of the Project Participant who will assume that responsibility, and the Project milestone. See BIM Execution Plan for key Project Contacts and role assignments.

Responsible Project Participant

Project Milestone

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§ 4.8.2 Model Management Protocol Establishment. The Project Participant responsible for managing the Model, in consultation with the other Project Participants that are expected to utilize Building Information Modeling on the Project, shall facilitate the establishment and revision of Model management protocols, including the following:

- .1 Model origin point, coordinate system, precision, file formats and units
- .2 Model file storage location(s)
- .3 Processes for transferring and accessing Model files
- .4 Naming conventions
- .5 Processes for aggregating Model files from varying software platforms
- .6 Model access rights
- .7 Identification of design coordination and clash detection procedures.
- .8 Model security requirements
- .9 Other: *(Identify additional Model management protocols to be addressed.)*

See BIM Execution Plan for detailed information.

§ 4.8.3 Ongoing Responsibilities. The Project Participant responsible for managing the Model shall do so consistent with the Model management protocols, which shall also include the following ongoing responsibilities:

- .1 Collect incoming Models:
 - .1 Coordinate submission and exchange of Models
 - .2 Create and maintain a log of Models received
 - .3 Review Model files for consistency with Sections 4.8.2.1 through 4.8.2.5
 - .4 Maintain a record copy of each Model file received
- .2 Aggregate Model files and make them available for Authorized Uses
- .3 Maintain Model Archives and backups consistent with the requirements of Section 4.8.4 below
- .4 Manage Model access rights
- .5 Other: *(Identify additional responsibilities.)*

N/A

§ 4.8.4 Model Archives. The individual or entity responsible for Model management as set forth in this Section 4.8 shall compile a Model Archive at the end of each Project milestone and shall preserve it without alteration as a record of Model completion as of that Project milestone.

§ 4.8.4.1 Additional Model Archive requirements, if any, are as follows:

N/A

§ 4.8.4.2 The procedures for storing and preserving the Model(s) upon final completion of the Project are as follows:

N/A

§ 4.9 Post-Construction Model. The services associated with providing a Model for post-construction use shall only be required if specifically designated in the table below as a Party's responsibility.

(Designate below any anticipated post-construction Model and related requirements, the Project Participant responsible for creating or adapting the Model to achieve such uses, and the location of a detailed description of the anticipated scope of services to create or adapt the Model as necessary to achieve such uses.)

Post-Construction Model	Applicability to Project <i>(Applicable or Not Applicable)</i>	Responsible Project Participant	Location of Detailed Description of Requirements and Services <i>(Section 4.10 below or in an attachment to this exhibit and identified below)</i>
§ 4.9.1 Remodeling			
§ 4.9.2 Wayfinding and Mapping			
§ 4.9.3 Asset/FF & E Management			
§ 4.9.4 Energy Management			
§ 4.9.5 Space Management			
§ 4.9.6 Maintenance Management			

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§ 4.10 Insert a detailed description of the requirements for each Post-Construction Model identified in the Information Exchange Worksheet and the anticipated services necessary to create each Post-Construction Model, if not further described in an attachment to this Exhibit.

N/A

ARTICLE 5 OTHER TERMS AND CONDITIONS

Other terms and conditions related to the transmission and use of Digital Data are as follows:

N/A

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AIA[®] Document A133[™] – 2019 Exhibit B

Insurance and Bonds

** AMENDED: JANUARY 6, 2022**

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the 11th day of December in the year 2020
(In words, indicate day, month and year.)

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

Terminal Building Modernization and Expansion Project
61 Terminal Drive, Ste 1, Fletcher, NC 28732

THE OWNER:
(Name, legal status, and address)

Greater Asheville Regional Airport Authority
61 Terminal Drive, Suite 1
Fletcher, NC 28732

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Hensel Phelps Construction Company
6557 Hazeltine National Drive, Suite 1
Orlando, FL 32822

TABLE OF ARTICLES

- B.1 GENERAL
- B.2 OWNER'S INSURANCE
- B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS
- B.4 SPECIAL TERMS AND CONDITIONS

ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201[™]-2017, General Conditions of the Contract for Construction.

Attachment B-1. "Insurance Requirements" is hereby incorporated into the Agreement.

ARTICLE B.2 OWNER'S INSURANCE

§ B.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required by

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Document A201[™]-2017, General Conditions of the Contract for Construction. Article 11 of A201[™]-2017 contains additional insurance provisions.

Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ B.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner’s usual general liability insurance.

§ B.2.3 Required Property Insurance

§ B.2.3.1 Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder’s risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner’s property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ B.2.3.1.1 Causes of Loss. The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Cause of Loss	Sub-Limit
---------------	-----------

§ B.2.3.1.2 Specific Required Coverages. The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect’s and Construction Manager’s services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit
----------	-----------

§ B.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ B.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

See Attachment B-1, Insurance Requirements.

§ B.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner’s occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ B.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ B.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- § B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

- § B.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

- § B.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

- § B.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

- § B.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

- § B.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

- § B.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ B.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[] **§ B.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.
(Indicate applicable limits of coverage or other conditions in the fill point below.)

[] **§ B.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS (See Attachment B-1 Insurance Requirements)

§ B.3.1 General

§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

§ B.3.1.2 Deductibles and Self-Insured Retentions. The Construction Manager shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Construction Manager.

§ B.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ B.3.2 Construction Manager's Required Insurance Coverage

§ B.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ B.3.2.2 Commercial General Liability (Offsite)

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than one million dollars (\$ 1,000,000.00) each occurrence, two million dollars (\$ 2,000,000.00) general aggregate, and two million dollars (\$ 2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions.

§ B.3.2.2.2 The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than five million dollars (\$ 5,000,000) Combined Single Limit (CSL) for Bodily Injury (BI) and Property Damage (PD) and ten million dollars (\$10,000,000) CSL for BI and PD for all automobile operations in the airside area of an airport, per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage. (Onsite and Offsite)

§ B.3.2.4 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ B.3.2.5 Workers' Compensation at statutory limits. (Onsite and Offsite)

§ B.3.2.6 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000.00) each accident, one million dollars (\$ 1,000,000.00) each employee.

§ B.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than five million dollars (\$ 5,000,000.00) per claim and five million dollars (\$ 5,000,000.00) in the aggregate.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than five million dollars (\$ 5,000,000.00) per claim and five million dollars (\$ 5,000,000.00) in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than five million dollars (\$5,000,000) per claim and five million dollars (\$ 5,000,000) in the aggregate.

§ B.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ B.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ B.3.3 Construction Manager's Other Insurance Coverage

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1. (See Attachment B-1 Insurance Requirements for reference to Builders Risk Coverage)

(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[X] § B.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

(Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below.

Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

[] § B.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.

- § B.3.3.2.3 **Asbestos Abatement Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- § B.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
- § B.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.
- § B.3.3.2.6 **Other Insurance**
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
Umbrella Excess Liability Insurance	Not less than \$50,000,000.00 (fifty million dollars)

§ B.3.4 Performance Bond and Payment Bond

The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	Full contract amount
Performance Bond	Full contract amount

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement. The Performance Bond issued by the Construction Manager's Surety Company shall include a provision that prohibits the Surety, in the event of a claim by the Owner, from re-hiring the Construction Manager to complete the project, without the Owners written consent.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

All Subcontractors are subject to the same insurance requirements as required of the Contractor/Construction Manager for Commercial General Liability, Automobile Liability and Workers Compensation coverages. Subcontractors performing Mechanical, Electrical, Plumbing, Roofing, and Structural services must also maintain Umbrella Excess insurance policies in the amount of not less than ten million dollars (\$10,000,000.00) per occurrence. For purposes of clarity, Subcontractors do not need to purchase or maintain Pollution Liability or Professional Liability insurance. Subcontractors not performing Mechanical, Electrical, Plumbing, Roofing and Structural services do not need to maintain Umbrella Excess Liability insurance policies in excess of one million dollars (\$1,000,000.00).

ATTACHMENT B-1

INSURANCE REQUIREMENTS

A133-2019 EXHIBIT B INCLUSIONS

General Conditions of the Contract (AIA Document A133-2019 dated December 11th, 2020) shall be governed by this Exhibit and the insurance provided herein.

1. INTRODUCTION / DEFINITIONS

Capitalized terms not otherwise defined in this Exhibit shall have the meanings assigned to them in the Agreement.

- a. **Contract:** means (i) a written agreement between Owner and Construction Manager for performing Work on the Project, and/or (ii) with respect to any Subcontractor, any written agreement between a Contractor and such Subcontractor for performing Work on the Project.
- b. **Construction Manager or Contractor:** Hensel Phelps Construction Company Entity who has a Contract with the Owner to perform any of the work at the Project Site.
- c. **Insurance Representative and Project OCIP Administrator:** McGriff Insurance Services, Inc. and the entity or individual designated by Owner to represent its interest in the OCIP through the coordination of enrollment, claims and other OCIP activities, as well as monitoring for compliance to OCIP policies, procedures and guidelines.
- d. **Owner:** Greater Asheville Regional Airport Authority, its agents, employees, representatives, officers, directors, principals, members, managers, shareholders, joint ventures, partnerships and/or related or affiliated persons and entities of every tier, successors and assigns. Owner further means the Owner of the Property regardless of the entity name as set forth in the Contract.
- e. **Owner-Controlled Insurance Program (OCIP):** means an insurance delivery method that assures Contractors on the Project are insured for Commercial General Liability and Excess Liability, or such other coverage as the Owner may in writing specifically add or delete for the Project.
- f. **Project:** means the construction of the Project described in the Owner-Construction Manager Agreement and adjacent areas where incidental Work is being performed, excluding permanent locations of the Insured other than the Owner(s).

- g. **Project Site:** means the physical location of Work to be performed on the Project as described in the Contract.
- h. **Subcontractor:** means an individual or entity having a direct contract with the Construction Manager or Contractor or with any other Subcontractor for performing any part of the Work at the Site.
- i. **Work:** means all activities required to be conducted by Construction Manager to fulfill its obligations under the Contract.

This Attachment outlines the Insurance applicable for:

- Owner Provided Insurance Program
- Contractor Obligations - OCIP
- Contractor Provided Insurance – Required
- Contractor Obligations
- Insurance Requirement for Other Work Related Parties
- Subrogation and Waivers
- Evidence of Insurance
- Miscellaneous

2. OWNER PROVIDED INSURANCE PROGRAM

The Project shall be subject to an Owner Controlled Insurance Program (“OCIP”). Owner and the Construction Manager (Owner provided), acting directly or through their authorized designees, shall administer the OCIP.

Prior to commencement of the Work, Owner, at its sole option and cost, shall secure and thereafter, except as otherwise provided herein, maintain at all times during the performance of this Contract, the insurance specified herein, with Owner, Construction Manager, Subcontractors, and such other persons or interests as Owner may designate as eligible insured parties with limits not less than those specified below for each coverage.

Owner provided insurance to the Construction Manager shall apply only to Subcontractors who are eligible and have completed the enrollment process, complied with the insurance requirements herein, and received notification of enrollment from the Project OCIP Administrator. Owner reserves the right to exclude any Subcontractor from the OCIP.

Except as specifically provided herein, Construction Manager and all eligible subcontractors shall enroll and be responsible for ensuring compliance with all OCIP requirements described herein for Construction Manager and its Subcontractors at any tier. Construction Manager shall provide its eligible Subcontractors with all documentation related to the OCIP.

Construction Manager will receive a Project Insurance Manual as a part of this Exhibit as developed and published by Owner's Insurance Representative, which will include a summary of the insurance coverage and the programs loss control, administrative and claim procedures and requirements.

The Project Insurance Manual will also include enrollment forms and reporting requirements for the OCIP. Contractor shall use and comply with the Program Insurance Manual which shall be incorporated by attachment to this Contract, and as may be amended.

Owner provided Insurance shall not apply to any contractor or subcontractor that is specifically excluded from participation in the owner controlled insurance program by contract or other agreement; manufacturers, dealers, vendors or suppliers of materials; any contractor or subcontractor engaged in blasting, hauling, delivery or environment work including evaluation, mitigation, hazardous waste removal and cleanup work, or any professionals, including but not limited to, architects, engineers, geologists, soils professionals including soil engineers or surveyors..

The Project Site does not include permanent locations of any insured party other than Owner. The OCIP shall not apply to the operations of Construction Manager or any Subcontractor at their off-site offices, factories or warehouses.

The cost of the OCIP Insurance specified above to be obtained by Owner will be paid for by Owner, and Owner shall receive and pay, as the case may be, all adjustments in such costs, whether by way of dividends or otherwise. Owner shall execute such instruments of assignment as may be necessary to permit Owner to receiver such adjustments and shall cause Construction Manager and all Subcontractors covered by such insurance to do the same.

The furnishing of insurance by Owner shall in no way relieve, limit, or be construed to relieve Construction Manager of any responsibility or obligation whatsoever otherwise imposed by the Contract.

Owner assumes no obligation to provide insurance other than that specified herein. However, Owner reserves the right to furnish additional insurance coverage of various types and limits.

2.1 **Commercial General Liability**

\$ 2,000,000 Bodily Injury and Property Damage – Combined Single Limit Per Occurrence

\$ 4,000,000 General Aggregate

\$ 4,000,000 Products and Completed Operations Aggregate

The Policy limits reinstate annually during the policy terms and are shared by all Contractors / Subcontractors enrolled in the OCIP as respects the Project.

The Commercial General Liability policy shall be part of the OCIP, and shall include, but shall not be limited to a standard Commercial General Liability Insurance policy or equivalent, including Bodily Injury, Property Damage, Personal Injury and Completed Operations covering operations at the Project Site for Construction Manager and enrolled Subcontractors shall be provided. A ten (10) year extension (the earlier of 10 years or the Statute of Repose for the State of North Carolina) of the Completed Operations Liability coverage will begin upon the earlier of expiration of the Commercial General Liability policy or Substantial Completion.

Include the parties listed in Section 7 below as additional insureds for both the ongoing and completed operations of the Contractor. General liability coverage shall be endorsed using ISO additional insured forms CG 2010 07 04 and CG 2037 07 04 or equivalent. Evidence of additional insured endorsements shall be provided to the parties with the certificate of insurance as required by Section 8 below.

The Owner will be responsible for payment of the first deductible for Bodily Injury or Property Damage up to **\$25,000** per occurrence (the Policy deductible amount) to the extent loss costs (including allocated loss adjustment expense) payable are attributable to its acts or the acts of the Construction Manager, its Subcontractors, or any other entity or person for whom it may be responsible.

The Construction Manager will be responsible for any subsequent deductibles up to \$25,000 per occurrence. The Construction Manager has the right to allocate the deductible amongst those subcontractors of every tier involved in a loss which arises from their negligence.

2.2 **Excess Liability**

\$ 100,000,000 Each Occurrence

\$ 100,000,000 General Aggregate

\$ 100,000,000 Products and Completed Operations Aggregate

Coverage is in excess of the primary Commercial General Liability and Employer's Liability. Such Excess Liability Insurance will be primary and non-contributory as to any other excess insurance the parties hereto may have in force. A ten (10) year-extension (the earlier of 10 years or the Statute of Repose for the State of North Carolina) of the Completed Operations Liability coverage will begin upon the earlier of expiration of the Commercial General Liability policy or Substantial Completion.

Include the parties listed in Section 7 below as additional insureds for both the ongoing and completed operations of the Contractor. General liability coverage shall be endorsed using ISO additional insured forms CG 2010 07 04 and CG 2037 07 04 or equivalent. Evidence of additional insured endorsements shall be

provided to the parties with the certificate of insurance as required by Section 8 below.

2.3 Coverage

Unless herein otherwise specifically indicated, the policies set forth in Sections 1.1 through 1.2 above will cover, only at the Project Site, those operations or employees of the insured parties performed in connection with the Work.

The coverage referred to in Sections 1.1 through 1.2 will be set forth in full in the respective Policy forms. The foregoing descriptions of such policies are not intended to be complete, or to alter or amend any provision of the actual policies. In matters, if any, in which the said description may conflict with the Policy, and to the extent there are conflicts or inconsistencies, the provisions of the insurance Policy shall govern.

2.4 Excluded Property

If separate insurance is maintained for any property described in Section 1.3, it shall contain a Waiver of Subrogation on the part of the insurance company in favor of Owner and the Contractor, and Subcontractors at any tier, with respect to on Site activities. If Contractor of any tier chooses to self-insure any of the property described under this Section 1.3, it is agreed that Owner Contractor, and Subcontractors of any tier shall be held harmless for any loss or damage to the property while on Project Site.

3. CONSTRUCTION MANAGER OBLIGATIONS – OCIP

Construction Manager, shall furnish each Subcontractor a copy of this Exhibit, and shall make the same requirement of all Subcontractors with respect to their subcontract or procurement procedures. The duties, obligations, and requirements of these insurance provisions shall apply to all Subcontractors with whom Contractor may contract.

3.1 Contractor Enrollment

Prior to commencement of operations at the Project Site, eligible Subcontractor(s) shall complete a Subcontractor Application for enrollment into the OCIP and shall furnish and cause each Lower Tier Subcontractor to furnish to Owner or its Insurance Representative estimates of total construction values in connection with the Work, including other insurance related information deemed necessary to effect and maintain coverage and to where requested assure that Owner has received an appropriate reduction of the total insurance cost excluded from their Contract, including any markup thereon. Any change orders throughout the life of the Project should be issued net of any General and Excess Liability

insurance costs. See the Project Insurance Manual for complete details on the process for calculation of appropriate insurance costs.

For insurance purposes, Construction Manager agrees that both it and its Subcontractors shall keep and maintain current, accurate and complete records of their work and shall furnish same to Owner, in accordance with the requirements of the insurance company or companies, permit inspection of its relevant books and records periodically by the insurance company, or Owner and their Insurance Representatives for the limited purpose of determining the value of their construction work on the Project.

Contractor shall not violate or knowingly permit to be violated any condition of the policies of insurance provided by Owner under the terms of this Contract and shall at all times satisfy the requirements of the insurance companies issuing them.

Duties and Obligations of Construction Manager

Duties and Obligations of Construction Manager associated with its participation in the OCIP as related to the OCIP administration and claim handling are set forth below:

1. Accept the insurance described above and promptly furnish any information required by Owner and its Insurance Representative for enrollment.
2. Comply with the OCIP requirements which are set forth in the Project Insurance Manual.
3. Sign if requested a dividend release form authorizing the insurance companies providing the OCIP to pay any dividends, refunds, or returns directly to Owner. Owner shall be entitled to retain all dividends, refunds or returns.
4. Immediately report and assist in the investigation of any accident or occurrence involving injury to any person or loss or damage to property, and cooperate with the companies involved in adjusting any claim by securing and giving evidence, and obtaining the participation and attendance of witnesses required for the investigation or defense of any claim or lawsuit. Failure to comply will result in Construction Manager being responsible for payment of any medical or indemnity benefits, or claim costs accrued as a result late reporting, or failure to report the claim.

Failure to comply with any of the above items will be considered noncompliance with the Contract and may result in remedial action, including withholding of payment, and/or removal of Construction Manager and/or Subcontractor from the Project Site.

4. CONSTRUCTION MANAGER / CONTRACTOR PROVIDED INSURANCE – REQUIRED

Construction Manager shall at all times during the period in which this Contract is in force and effect provide and maintain insurance and shall require all its Subcontractors to provide and maintain the minimum insurance of the type and in limits as set forth below. Such insurance shall be in a form and from issuing companies acceptable to Owner. The issuing companies must have a Best's rating of A-, VIII or better. The insurance may be provided in a policy or policies, primary and excess, including the so-called umbrella or excess form. The limits of liability shall be as stated below, unless, prior to commencement of any Work, written approval is granted by Owner for variance from those limits. Limits outlined below may be satisfied in various combinations with an Umbrella/Excess policy.

4.1 Automobile Liability (onsite and offsite)

Insurance covering "any auto" or all owned, non-owned and hired automobiles. Such insurance shall provide coverage not less than that of a standard Insurance Services Office (ISO) Business Auto Coverage policy with limits not less than listed below. Contractual Liability, if not provided in the policy form, is to be provided by endorsement.

\$ 5,000,000 Combined Single Limit each occurrence for Bodily Injury and Property Damage

\$10,000,000 Combined Single Limits each occurrence for Bodily Injury and Property Damage for all automobile operations in the airside area of an airport

4.2 Workers' Compensation and Employer's Liability (onsite and offsite)

For all operations Construction Manager and Subcontractors shall carry Workers Compensation insurance in compliance with statutory limits for the Workers' Compensation Laws of the state in which the project is located and Employer's Liability limits of not less than:

\$ 1,000,000 Each Accident for Bodily Injury

\$ 1,000,000 Policy limit for Bodily Injury by disease

\$ 1,000,000 Each Employee for Bodily Injury by disease

4.3 Commercial General Liability (offsite)

Evidence of liability insurance for premises and operations exposures of Construction Manager and enrolled Subcontractors **away from the Project Site** (off-site) and excluded Subcontractors shall be provided by the Construction Manager. Coverage to be provided in a form equivalent to the Standard Insurance Service Office Commercial General Liability Insurance policy (occurrence form) including products liability for any product manufactured, assembled or otherwise worked upon **away from the Project Site**.

Construction Manager Limit

\$ 1,000,000 Each Occurrence
\$ 2,000,000 General Aggregate
\$ 2,000,000 Products and Completed Operations Aggregate
\$ 1,000,000 Personal & Advertising Injury

Subcontractor Limit

\$ 5,000,000 Each Occurrence
\$ 5,000,000 General Aggregate
\$ 5,000,000 Products and Completed Operations Aggregate
\$ 5,000,000 Personal & Advertising Injury

4.4 Excess Liability (Construction Manager)

Construction Manager limit

\$ 50,000,000 Each Occurrence
\$ 50,000,000 General Aggregate
\$ 50,000,000 Products and Completed Operations Aggregate

Subcontractor Limit

➤ **Subcontractor may meet the specified minimum liability limits through a combination of primary policies with umbrella/excess policies, but only if such umbrella/excess policies provide coverage at least as broad as the primary policies.**

Evidence of Excess Liability insurance excess of the primary Commercial General Liability (offsite), Commercial Auto Liability (onsite and offsite) and Employer's Liability (onsite and offsite) exposures of Contractor and enrolled Subcontractors **away from the Project Site** (off-site), and onsite for excluded Subcontractors shall be provided by the Construction Manager. Such Excess shall be primary and non-contributory to any other excess insurance the parties hereto may have in force.

4.5 Contractors Pollution Liability – Construction Manager

Coverage for claims resulting from damages due to pollution incidents arising out of construction operations of the project in the amount of not less than **\$5,000,000** per claim/aggregate. This insurance shall be maintained during the course of construction of the project and completed operations coverage for a period not less than the later to occur of (i) three (3) years after final completion of the entire Work.

4.6 Professional Liability (Errors & Omissions where required)

Should the Construction Manager or any Subcontractor's Work involve a design or design build component where professional services are provided or contracted for or by the Construction Manager, Professional Liability insurance, with limits not less than, as described below in this paragraph shall be required and will be maintained by their architect, engineers and all sub-consultants for the duration of the applicable Statute of Repose. There should be no exclusion on the policy for the type or scope of work associated with the project. Such insurance shall be approved by the Owner and/or the Construction Manager.

Construction Manager Limit

\$ 5,000,000 Each Occurrence

\$ 5,000,000 General Aggregate

Subcontractor Limit

\$ 3,000,000 Each Occurrence

\$ 3,000,000 General Aggregate

5. CONSTRUCTION MANAGER OBLIGATIONS

All requirements imposed in Section 3, with the exception of any allowable differences in policy limits, and required of Construction Manager, shall likewise be imposed upon, assumed and performed by each Subcontractor.

Each party hereto shall require that all policies of insurance, as allowed by statute, that are in any way related to the Work, including those that are secured and maintained by consultants and Subcontractors, include clauses providing that each underwriter shall waive all of its rights of recovery under subrogation or otherwise, against Owner, its officials, directors, officers, and employees and all other interests as may be reasonably required by Owner.

Each insurance policy required of Construction Manager in Sections 3.1 through 3.6, except for 3.2, and 3.7, shall be endorsed:

- 5.1 With respect to all liability policies required, Owner(s), their respective officials, officers, directors, shareholders, employees, members, managers, agents, representatives, the Construction Manager and all other interests as may be reasonably required by Owner for the Project shall be named as Additional Insured. The coverage afforded the Additional Insured under these policies shall be primary insurance to the extent the claim arises, in whole or in part, from the negligence of Contractor or its Subcontractors. In such cases, if the Additional Insured has other insurance, which is applicable to the loss, such other insurance shall be on an excess and non-contributory basis.

The Additional Insured Endorsement shall be equivalent to ISO form CG2010 (07/04) and ISO form CG2037 (07/04) for completed operations editions. It shall state that the coverage provided to the Additional Insured is primary and non-

contributory with respect to any other insurance available to the Additional Insured.

- 5.2 In the event of any claims being made by reasons of bodily injury, personal injury, or property damage sustained by agent, servant or employee of one insured for which another insured is or may be liable, the policy shall cover such insured against whom a claim is made in the same manner as if a separate policy had been issued to each insured (Severability of Interest).
- 5.3 Contractor shall furnish each of its Subcontractors a copy of this Exhibit. Construction Manager shall ensure that the duties, obligations, and requirements of these insurance provisions shall apply to all Subcontractors with whom Construction Manager may contract.

6. INSURANCE REQUIREMENTS FOR OTHER WORK RELATED PARTIES

- 6.1 Vendors, suppliers, material men, owner/operator truckers, firms whose sole function is to transport materials, supplies, tools, equipment, parts or items to or from the project site and Subcontractors who will perform no actual labor at the site **shall not be covered by insurance purchased by Owner through the OCIP**. However, these excluded parties shall obtain and maintain until all of their obligations have been discharged, including any warranty periods under this contract are satisfied, the insurance coverage specified in subsections listed below.

Such insurance shall be in a form and from issuing companies acceptable to Owner. The issuing companies must have a Best's rating of A-, VIII or better.

Automobile Liability:

\$ 5,000,000 Combined Single Limit each occurrence for Bodily Injury and Property Damage

\$10,000,000 Combined Single Limits each occurrence for Bodily Injury and Property Damage for all automobile operations in the airside area of an airport

Workers' Compensation:

Statutory WC limit applicable to state in which the project is located

Employers Liability – limits not less than:

\$ 1,000,000 Each Accident for Bodily Injury

\$ 1,000,000 Policy limit for Bodily Injury by Disease

\$ 1,000,000 Each Employee for Bodily Injury by Disease

Commercial General Liability:

\$ 5,000,000 Each Occurrence

\$ 5,000,000 General Aggregate

\$ 5,000,000 Products and Completed Operations Aggregate

\$ 5,000,000 Personal & Advertising Injury

Such insurance shall be primary and non-contributing with any other insurance and be in a form and from insurance companies reasonably acceptable to Owner.

- 6.2 The required insurance limits may be provided through a combination of primary and excess policies, including the umbrella form of policy.
- 6.3 Liability policies required under Section 5.1 shall, where prudently feasible, name Owner(s), their respective officials, officers, directors, shareholders, members, managers, employees, agents, representatives, the Construction Manager, and any additional entities as Owner may request, as Additional Insured. The Additional Insured Endorsement, equivalent to ISO form CG2010 (07/04) and ISO form CG2037 (07/04) for completed operations editions, shall state that the coverage provided to the Additional Insured is primary and non-contributory with respect to any other insurance available to the Additional Insured. Contractor is responsible to ensure to the best of its' ability that those entering the Project Site location have evidence of or hold the appropriate insurance or that those visitor are escorted while at the Project. Exceptions may be granted where mutually agreed to in advance between the Owner and the Construction Manager.
- 6.4 All policies of insurance required in this Section 5 shall be endorsed to provide that the insurance company shall provide written notice to Owner at least 30 days prior to the effective date of any cancellation of such policies.
- 6.5 All policies of insurance, as allowed by statute, that are in any way related to the Work, including those that are secured and maintained by consultants and subcontractors, include clauses providing that each underwriter shall waive all its rights of recovery under subrogation or otherwise, against Owner, Owner's authorized representative(s), Project Manager, Construction Manager and its Subcontractors.
- 6.6 Parties covered in this Section 5 shall cause to be furnished to Owner, or its Insurance Representative certificates of insurance evidencing all insurance as required by this Contract. As and when Owner may direct, copies of the actual insurance policies or renewals or replacements thereof shall be submitted to Owner. All copies of policies, if any, and certificates of insurance submitted to Owner shall be in form and content acceptable to Owner.

7. SUBROGATION AND WAIVERS

Construction Manager and Subcontractors shall require all policies of insurance that are related to the Project and that are secured and maintained by each Contractor to include clauses providing that each underwriter and carrier shall waive all their respective rights of recovery, under subrogation or otherwise, against Owner and Construction Manager's rendering services at the Project, Construction Manager, its Subcontractors, other Project Contractors, and their Subcontractors, regardless of tier.

8. EVIDENCE OF INSURANCE

All insurance policies Construction Manager is required to obtain under the terms of this Contract shall be endorsed to provide that the insurance company shall provide written notice to Owner at least 30 days prior to the effective date of any cancellation of such policies.

Prior to the date on which Construction Manager commences any Work at the Project site, Contractor shall furnish to Owner certificates of insurance evidencing all insurance required by this Contract including copies of the additional insured and waiver of subrogation endorsements. If Owner directs, copies of the actual insurance policies or renewals or replacements thereof shall be submitted to Owner. All copies of policies, if any, and certificates of insurance submitted to Owner shall be in form and content acceptable to Owner.

9. ADDITIONAL INSUREDS

The Owner's lender(s), and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, shareholders, employees, and or as listed in section 11.1.1 of the Contract. In addition, the Owner may notify the Construction Manager in writing of other entities it wishes to include as additional insureds. Upon such notification, the Construction Manager or Subcontractor, as applicable, shall name such entities as additional insureds and provide evidence of coverage to the Owner within five (5) working days of such request.

10. MISCELLANEOUS

- 10.1 Nothing contained herein shall relieve Construction Manager, or its Subcontractors of their obligations to exercise due care when performing any Work on the Project or to complete such Work in strict compliance with the Contract.
- 10.2 By enrolling in the OCIP, the Construction Manager, and Subcontractor(s) acknowledges that (A) the limits of OCIP provided insurance are shared by all insured (enrolled) parties under the OCIP for the Project, (B) Construction Manager, Subcontractors, and their affiliates of every tier disclaim any responsibility whatsoever for the availability, adequacy or exhaustion of the limits

of the OCIP, the present or future solvency of any OCIP insurers, or any claims or disputes by, between, or among Owner(s) and Construction Manager and any Subcontractor, or any tier, and any of the OCIP insurance carriers.

11. BUILDER'S RISK INSURANCE

- 11.1 The Construction Manager shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Contractor's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion of the Work or portion thereof, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.
- 11.2 The insurance required by this Section 9 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials.
- 11.3 The insurance required by this Section 9 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Construction Manager's services and expenses required as a result of such insured loss, including claim preparation expenses.
- 11.4 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 9 or, if necessary, replace the insurance policy required under Section 9 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.
- 11.5 If the insurance required by this Section 9 is subject to deductibles or self-insured retentions, the Construction Manager shall be responsible for all loss not covered because of such deductibles or retentions.

11.6 The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section 9 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

END



MEMORANDUM

TO: Members of the Airport Authority

FROM: Jared Merrill
Planning Manager

DATE: January 6, 2022

ITEM DESCRIPTION – New Business Item C

Approve Scope of Services No. 5 with AVCON Engineers and Planners, Inc. for Stormwater Improvement Design Services

BACKGROUND

There are a number of areas on the airport property that over the years have become problematic in terms of stormwater and erosion and sediment control (E&S). These areas require constant maintenance attention, and at times, substantial temporary repairs. These areas can also cause compliance issues with State stormwater and E&S regulations. Without a more significant effort to design and construct permanent changes to these problems, the Authority will continue to address the same repairs over and over.

The Authority staff has worked with AVCON to develop plans to design permanent repairs to these areas through modifications to stormwater and E&S measures at each area. These plans will be issued for bid so construction can begin this summer.

This scope also includes an update to the airport's Stormwater Pollution Prevention Plan (SWPPP) and Spill Prevention Control and Countermeasures (SPCC) Plan that were last updated in January 2016. The existing storm water discharge permit issued by the State requires that the plan be kept up to date. With the recent completion of the airfield re-development project, updates to these plans are required to accurately reflect the current stormwater infrastructure on the airport.

ISSUES

None.

New Business – Item C



ALTERNATIVES

The Board could elect to not move forward with this approval. However, this will prolong the ongoing maintenance and compliance issues, as well as the update of the now obsolete SWPPP.

FISCAL IMPACT

The total cost for this design is \$205,000. Presently, all of this will be funded utilizing Airport Funds. This cost was accounted for in the current fiscal year's capital budget.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) approve Scope of Services No. 5 with AVCON Engineers and Planners, Inc. in the amount of \$205,000; and (2) authorize the Executive Director to execute the necessary documents.

Consultant Scope of Services

Greater Asheville Regional Airport Authority

Scope of Services Number **5** for Professional Consulting Services, as referenced in the Professional Consulting Agreement between the Asheville Regional Airport Authority and **AVCON Engineers & Planners, Inc.**, dated **August 13, 2018**.

Project: **Design, Bidding, and Construction Phase Services, Airport Stormwater Drainage Improvements Project and AVL SWPPP/SPCCP Update**

The Airport Stormwater Drainage Improvements Project and SWPPP/SPCCP Update consists of stormwater drainage improvements at six (6) separate locations on airport property as well as repair minor erosion issue in several areas around the airport. Five (5) of the areas are located within the AVL airfield Air Operations Area (AOA). One area (Area 1) and a portion of Area 2 lie outside of the AOA. The SWPPP/SPCCP will also be updated at the end of this project.

Schedule for this project is such that Final Construction Documents will be completed within 120 calendar days after receipt of a notice to proceed from AVL and receipt of survey. Bidding and Construction Phase Services to completed as directed by AVL.

The scope and fee for this scope of work is attached as Exhibit A and B.

Consultant Team: AVCON, Inc.

Schedule: January 7, 2022 through September 30, 2022 (estimated)

Fees: The Lump Sum (LS) Fee for this work is \$205,000.00

Authority:

Greater Asheville Regional Airport Authority

By: _____
Executive Director

Date: _____

Consultant:

AVCON Engineers & Planners, Inc.

By: _____
President

Date: _____

This instrument has been pre-audited in the manner required by local government and fiscal control.

Finance Manager

Attachment: Exhibit A - Scope of Services
Exhibit B - Fee Spreadsheets

Greater Asheville Regional Airport Authority

EXHIBIT A

for

DESIGN, BIDDING, and CONSTRUCTION PHASE SERVICES

Airport Stormwater Drainage Improvements Project and AVL SWPPP/SPCCP Update

Consultant Scope of Services and Fee

AVL desires to make stormwater drainage improvements at six (6) separate locations on airport property as well as repair minor erosion issue in several areas around the airport. Five (5) of the areas are located within the AVL airfield Air Operations Area (AOA). One area (Area 1) and a portion of Area 2 lie outside of the AOA. Each of these areas are depicted and identified on the attached Exhibit C as Areas 1 thru 6. The desired improvements for each area are described as follows:

Area 1. Area 1 is located at the intersection of the northern terminus of Wright Brothers Way at its intersection with old existing airfield access road. The area is poorly drained and is subject to frequent flooding and the deposition of eroded soil during stormwater events.

AVL desires to improve the conveyance of stormwater through the site by increasing the stormwater system capacity to minimize flooding and eliminate the ponding of water leading to eroded soil/sediment deposits.

Area 2. Area 2 consists of two (2) areas in the same vicinity that are located 1) near the intersection of Rental Car Drive and NC SR 3526 and 2) at the existing FAA ILS Shelter (near NC SR 3526). Each of these areas include upstream drainage, a free-flowing stream, and two (2) sets of dual 72" RCP drainage pipe crossings. A dual 72" pipe crossing is located under Rental Car Drive and the other dual 72" pipe crossing is located under a gravel access drive leading to the existing FAA ILS Shelter and to one of the Runway 35 MALSR light bar stations.

Drainage improvements are needed to minimize storm water overtopping the Rental Car Drive road during heavy storm events, to protect the stream banks from erosion and to protect the ILS shelter and improve the long-term stabilization of the shelter foundation. Each existing dual 72" pipe crossing has existing wing-shaped concrete headwalls with bar grates across the pipe openings to maintain security of the airfield. The FAA ILS Shelter is located at the top of the drainage channel bank where the erosion is occurring.

Rainstorm events routinely wash wooded debris (sticks, downed limbs and tree trunks etc.) from a forested area located upstream of each existing dual 72" crossing. The wooded debris float downstream during rainstorms and get caught on the bar grates at each crossing. This in turn

restricts the stormwater flow capacity causing the water to back up and erosion to take place at the intersection of each wing wall and channel bank. Additionally, overland flow of stormwater from the extended Runway 35 safety area gathers around the FAA ILS Shelter and discharges into the channel creating additional erosion conditions.

AVL desires to implement drainage system improvements in this area to 1) eliminate overtopping the Rental Car Drive road and the erosion of the around the pipe crossing wing wall; and 2) further downstream eliminate the channel bank erosion that is occurring at the location below the FAA ILS Shelter foundation.

Area 3. Area 3 is located on the north and west side of the airfield approximately 1,100' north of Taxiway B. The terrain falls off steeply past the 1,100' north of Taxiway B down to an existing airport perimeter road. Stormwater runoff from the road and a portion of the R/W 17 safety area is collected in a designated location on the east side of the road and discharged under the road into an existing sediment basin (Sediment Basin M).

Ground water has begun to continuously seep from the tie-in slope which has resulted in making the stormwater collection area continuously wet. It is suspected that the seepage may be attributed to a section of the stormwater collection system at the end of Taxiway B. The perimeter road shoulders are also now being negatively impacted by the wet conditions. The saturated stormwater collection area has reached a point where the area is no longer able to be maintained by airport staff.

AVL desires to implement drainage system improvements in this area to eliminate the embankment seepage and mitigate the saturated stormwater collection area. These improvements are to include ditch repair and grading improvements on the upper part of the area and a French drain system on the lower part of the area.

Area 4. Area 4 is located on the south west side of the airfield along the north side of the Ferncliff Retaining Wall at VG 66. Storm water from the southwest side of the R/W 35 pavement and safety area is collected and discharged into a distilling basin and then conveyed under Ferncliff Park Drive. AVL desires to collect and tie the three (3) existing separate stormwater basin outfalls into one new consolidated structure to discharge under Ferncliff Park drive.

Other improvements to this area will include approximately 700' ± of the existing airport perimeter road will be realigned to run closer to the existing airport perimeter fence along Ferncliff Park Dr, flattening of the toe of slope and possible installation of a French drain along the anchor trench or Area 4, and the improvement of an existing ditch at the top of slope, adjacent to the existing retaining wall.

Area 5. Area 5 is identified as the turfed shoulder area located north of the existing General Aviation (GA) Apron. This area is experiencing erosion from storm water runoff from the apron and connector taxiway pavement.

AVL desires to implement drainage improvements in this area to mitigate the soil erosion from occurring due to the stormwater runoff. These improvements are to include raising of the inlet, raising the overall elevation of this area, adjusting existing ditches to new inlet elevation, and stabilization.

Area 6. Area 6 is in the grassed infield area located north of the north edge of existing Taxiway "D." A portion of this area within the Taxiway "D" safety and object free areas drains poorly and is subject to ponding of water from storm water runoff.

AVL desires to implement drainage system improvements in this area to eliminate water ponding from occurring after a storm event. These improvements are to include the installation of a airfield rated drop inlet and associated grading between the taxiway shoulders and airfield signage.

Miscellaneous Areas. There are multiple miscellaneous areas around the airport that have minor erosion and/or require stabilization. It is the intent of this scope of work to identify these areas and establish a list of repair methods that the contractor can apply to the miscellaneous areas around and as required by the airport.

AVL SWPPP/SPCCP Update. AVCON updated the airport's Stormwater Pollution Prevention Plan (SWPPP) and Spill Prevention, Control, and Countermeasures Plan (SPCCP) previously in January 2016. AVCON will update AVL's SWPPP and SPCCP dated January 2016 as a part of this scope of work. The existing SWPPP and SPCCP permit (Airport General Permit No NCG150000) requires annual monitoring and documentation. The permit also requires updating of plans and exhibits.

Scope of Work:

AVL desires that CONSULTANT provide related Design, Bidding, and Construction Phase Services for the completion of the project. The services to be provided include:

1.0 Design Phase Services

Construction plans will be prepared for the bidding and construction of the desired drainage area improvements. Each area, as identified above, has different elements that will be required for completion of the design phase services. This scope is for the development of one (1) set of construction documents that incorporates the design of the stormwater improvements for all identified areas. Each area will be set up as a stand-alone area and the project shall be bid in a manner that will provide AVL the ability to delete drainage work areas as required to meet the construction budget.

1.1 Project Management & Predesign Services

- 1.1.1 Project Management and Coordination with AVL and Sub-consultants;
- 1.1.2 Data Collection and Record Documents Review;

- 1.1.3 Attend Kick-off Meeting with AVL and Conduct site visit to verify and examine the existing drainage conditions and issues;
- 1.1.4 Coordination with the FAA, water service, power and other utility companies;
- 1.1.5 Topographic Survey Review and Coordination

1.2 Preliminary Design Phase services (60%)

- 1.2.1 Prepare conceptual stormwater system improvements and permitting analysis;
- 1.2.2 Review preliminary plans with AVL virtually via teleconference and refine the stormwater system improvements concepts accordingly;
- 1.2.3 Coordinate work within close proximity to coal ash cells as required with Duke Energy, Charah, & NCDEQ
- 1.2.4 Interim Design Meetings and Coordination conducted virtually via teleconference as required.
- 1.2.5 Develop Construction Phasing Plan and Refine in Consultation with AVL;
- 1.2.6 Prepare Conceptual Design Drawings (60%)
 - 1.2.6.1 Area 1
 - 1.2.6.1.1 Existing Conditions Plans
 - 1.2.6.1.2 Demolition Plans
 - 1.2.6.1.3 Grading, Drainage and Erosion Control Plans
 - 1.2.6.1.4 Drainage Details
 - 1.2.6.2 Area 2
 - 1.2.6.2.1 Existing Conditions Plans
 - 1.2.6.2.2 Demolition Plans
 - 1.2.6.2.3 Grading, Drainage and Erosion Control Plans
 - 1.2.6.2.4 Drainage Details
 - 1.2.6.2.5 FAA NAVAID Utility Structure Adjustment Plans
 - 1.2.6.3 Area 3
 - 1.2.6.3.1 Existing Conditions Plans
 - 1.2.6.3.2 Demolition Plans
 - 1.2.6.3.3 Grading, Drainage and Erosion Control Plans
 - 1.2.6.3.4 Drainage Details
 - 1.2.6.4 Area 4
 - 1.2.6.4.1 Existing Conditions Plans
 - 1.2.6.4.2 Demolition Plans
 - 1.2.6.4.3 Paving, Grading, and Drainage Plans
 - 1.2.6.4.4 Drainage Details
 - 1.2.6.5 Area 5
 - 1.2.6.5.1 Existing Conditions Plan
 - 1.2.6.5.2 Grading, Drainage and Erosion Control Plans
 - 1.2.6.5.3 Drainage Details
 - 1.2.6.6 Area 6
 - 1.2.6.6.1 Existing Conditions Plan
 - 1.2.6.6.2 Grading, Drainage and Erosion Control Plans
 - 1.2.6.6.3 Drainage Details

- 1.2.6.7 General Details and Notes
 - 1.2.6.7.1 Overall Project Notes
 - 1.2.6.7.2 General Details and Notes
 - 1.2.6.7.3 Construction Phasing Plan and Phasing Notes
 - 1.2.6.7.4 Erosion Control Details
- 1.2.7 Prepare Development Technical Specifications (60%) – FAA Standard Specifications, North Carolina Department of Transportation 2012 Standard Specifications and Provisions and the Asheville Regional Airport Development Guidelines, March 9, 2018, supplemented as appropriate;
- 1.2.8 Prepare 60% Engineer’s report;
- 1.2.9 Prepare Quantities and Estimates of Probable Construction Costs
- 1.2.10 Quality Assurance Review (60%)
- 1.2.11 Meet and review 60% concept plans with AVL and refine the stormwater system improvements concepts accordingly;

1.3 Final Design Phase Services (100% design)

- 1.3.1 Interim Design Meetings and Coordination. The design meetings will be coordinated with construction meetings onsite in order to better utilize time across multiple projects.
- 1.3.2 Finalize Construction Phasing Plan and Refine in Consultation with AVL;
- 1.3.3 Prepare Construction Drawings
 - 1.3.3.1 Area 1
 - 1.3.3.1.1 Existing Conditions Plans
 - 1.3.3.1.2 Demolition Plans
 - 1.3.3.1.3 Grading, Drainage and Erosion Control Plans
 - 1.3.3.1.4 Drainage Details
 - 1.3.3.2 Area 2
 - 1.3.3.2.1 Existing Conditions Plans
 - 1.3.3.2.2 Demolition Plans
 - 1.3.3.2.3 Grading, Drainage and Erosion Control Plans
 - 1.3.3.2.4 Drainage Details
 - 1.3.3.2.5 FAA NAVAID Utility Structure Adjustment Plans
 - 1.3.3.3 Area 3
 - 1.3.3.3.1 Existing Conditions Plans
 - 1.3.3.3.2 Demolition Plans
 - 1.3.3.3.3 Grading, Drainage and Erosion Control Plans
 - 1.3.3.3.4 Drainage Details
 - 1.3.3.4 Area 4
 - 1.3.3.4.1 Existing Conditions Plans
 - 1.3.3.4.2 Demolition Plans
 - 1.3.3.4.3 Paving, Grading, and Drainage Plans
 - 1.3.3.4.4 Drainage Details
 - 1.3.3.5 Area 5
 - 1.3.3.5.1 Existing Conditions Plan
 - 1.3.3.5.2 Grading, Drainage and Erosion Control Plans

- 1.3.3.5.3 Drainage and Erosion Control Details
- 1.3.3.6 Area 6
 - 1.3.3.6.1 Existing Conditions Plan
 - 1.3.3.6.2 Grading, Drainage and Erosion Control Plans
 - 1.3.3.6.3 Drainage and Erosion Control Details
- 1.3.3.7 General Details and Notes
 - 1.3.3.7.1 Overall Project Notes
 - 1.3.3.7.2 General Details and Notes
 - 1.3.3.7.3 Construction Phasing and Phasing Notes
 - 1.3.3.7.4 Erosion Control Details
- 1.3.4 Prepare Development Technical Specifications (100%) – FAA Standard Specifications, North Carolina Department of Transportation 2012 Standard Specifications and Provisions and the Asheville Regional Airport Development Guidelines, March 9, 2018, supplemented as appropriate;
- 1.3.5 Prepare Engineer’s Report (100%);
 - 1. Drainage Analysis
 - 2. Stormwater Improvements Description and Analysis
 - 3. Pavement Design
- 1.3.6 Prepare Stormwater Management Plan documents for submittal to NCDEQ;
- 1.3.7 Coordinate work within close proximity to coal ash cells as required with Duke Energy, Charah, & North Carolina Department of Environmental Quality (NCDEQ);
- 1.3.8 Prepare Quantities and Estimates of Probable Construction Costs, (Construction Document Level Estimate);
- 1.3.9 Quality Assurance Review (100%)
- 1.3.10 Submit 100% Construction Documents to AVL for review;
- 1.3.11 Meet and review 100% plans with AVL and finalize the desired stormwater system improvements accordingly
- 1.3.12 Finalize Construction Documents into Bid Documents;
- 1.3.13 Incorporate the AVL 100% complete submittal comments into the Bid Document documents;
- 1.3.14 Submit Final Bidding Documents to NCDEQ for Permit.

The Design Phase will be considered complete upon delivery of Bid Documents and approval of Permit Set from the NCDEQ.

2.0 Bidding Phase Services

Upon authorization by AVL to proceed, CONSULTANT will support AVL in bidding of the project. It is anticipated that the project will be bid one (1) time and that the work will be awarded to the lowest responsible responsive bidder.

- 2.1 Assist AVL in advertising for and obtaining bids for the work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued. Contractors will obtain Bidding Documents electronically on-line.

- 2.2 Issue addenda as appropriate to answer questions presented to the CONSULTANT, clarify, correct, or change the Bidding Documents.
- 2.3 Attend and conduct one (1) Pre-Bid Conference at AVL to present the project to perspective bidders. Prepare conference agenda and conference notes including a list of conference attendees for circulation to all attendees. The Pre-Bid Conference will be coordinated with construction meetings onsite in order to better utilize time across multiple projects.
- 2.4 Attend and conduct one (1) Bid Opening at AVL and prepare Bid Tabulation. The Bid Opening meetings will be coordinated with construction meetings onsite in order to better utilize time across multiple projects.
- 2.5 Consult with AVL as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.
- 2.6 Assist AVL in evaluating Bids and in assembling and awarding a construction contract for the Work.

The Bidding Phase will be considered complete upon the CLIENT's award of a construction contract.

3.0 Construction Phase Services

CONSULTANT will provide construction phase services for the duration of project construction. It is anticipated that all projects will be constructed in an approved phased manner, by one contractor, over a 90-calendar day period of time with 45 days for start up, punch list, and close out for a total of 135 days.

- 3.1 Released for Construction Documents. Upon award of the construction contract, released for construction (RFC) documents, plans, specifications, permits, and other construction documents will be developed.
- 3.2 Pre-Construction Conference. Prepare for and develop meeting agenda, attend and conduct a Pre-Construction Conference prior to the start of project construction, and develop meeting notes and sign in sheet for distribution.
- 3.3 Visits to Site and Observation of Construction. Provide on-site construction observation services during the construction phase of the project. Observations will vary depending on the type of work being performed by the contractor, the location, and the contractors' schedules. Based on the project schedule, phasing and bid alternates, it is anticipated there will be weekly construction meetings and provisions for additional planned/unplanned site visits, as needed, and as outlined below:

- Ten (10) meetings and site visits

Weekly meetings include site visits, development of meeting agenda and meeting notes and sign in sheet. The weekly meetings will be coordinated with other construction meetings onsite in order to better utilize time across multiple projects.

Site visits and observations by CONSULTANT are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on CONSULTANT's exercise of professional judgment. Based on information obtained during such visits and such observations, CONSULTANT will determine if Contractor's work is generally proceeding in accordance with the Contract Documents, and CONSULTANT shall keep AVL informed of the general progress of the Work.

The purpose of CONSULTANT's visits to the site will be to enable CONSULTANT to better carry out the duties and responsibilities assigned in this Agreement to CONSULTANT during the construction phase by the AVL, and, in addition, by the exercise of CONSULTANT's efforts, to provide the AVL a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. CONSULTANT shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

- 3.4 Recommendations with Respect to Defective Work. Recommend to AVL that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, CONSULTANT believes that such work will not produce a completed Project that conforms generally to Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- 3.5 Clarifications and Interpretations. Issue necessary clarifications and interpretations of the Contract Documents to AVL as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents following CONSULTANT's discussions with the design engineering firm of record. Field Orders authorizing variations from the requirements of the Contract Documents will be made by AVL.

- 3.6 Change Orders. Recommend Change Orders to AVL, as appropriate. Review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- 3.7 Shop Drawings and Samples. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- 3.8 Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
- 3.9 Inspections and Tests. Require such special inspections or tests of Contractor's work as CONSULTANT deems appropriate and receive and review certificates of inspections within CONSULTANT's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. CONSULTANT's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. CONSULTANT shall be entitled to rely on the results of such tests and the facts being certified.
- 3.10 Disagreements between AVL and Contractor. As necessary, render written decision on all claims of the AVL and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, CONSULTANT shall be fair and not show partiality to the AVL or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- 3.11 Applications for Payment. Based on CONSULTANT's observations and on review of applications for payment and accompanying supporting documentation:

Determine the amounts that CONSULTANT recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute CONSULTANT's representation to the AVL, based on such observations and review, that, to the best of CONSULTANT's knowledge, information and belief, Contractor's work has progressed to the point indicated, such work-in-progress is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the

conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled insofar as it is CONSULTANT's responsibility to so determine. In the case of unit price work, CONSULTANT's recommendations of payment will include final determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.

By recommending any payment, CONSULTANT shall not thereby be deemed to have represented that observations made by CONSULTANT to check Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to CONSULTANT in this Agreement. Neither CONSULTANT's review of Contractor's work for the purposes of recommending payments nor CONSULTANT's recommendation of any payment including final payment will impose on CONSULTANT responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, equipment choice and usage, sequences, or procedures of construction of safety precautions or programs incident thereto, nor Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on CONSULTANT to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to AVL free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between AVL and Contractor that might affect the amount that should be paid.

- 3.12 Substantial Completion. Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with AVL and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of AVL, CONSULTANT considers the Work substantially complete, CONSULTANT shall notify AVL and Contractor.
- 3.13 Final Notice of Acceptability of the Work. Conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that CONSULTANT may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, CONSULTANT shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of CONSULTANT's knowledge, information, and belief and based on the extent of the services provided by CONSULTANT under this Agreement and based upon information provided to CONSULTANT upon which it is entitled to rely.
- 3.14 Limitation of Responsibilities. CONSULTANT shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. CONSULTANT shall not have the authority or responsibility to stop the work of any Contractor.

- 3.15 Construction Quality Assurance (CQA) Testing Services During Construction. Quality control and quality assurance testing will be the responsibility of the contractor to complete and report to the CONSULTANT. AVL and CONSULTANT will rely solely on the contractor's quality control during construction to determine compliance.
- 3.16 Project Coordination. CONSULTANT will coordinate project related work and issues with the AVL as applicable.
- 3.17 Deliverables. CONSULTANT will provide "record" drawings of the project to AVL as PDF as well as in CAD format. Information gathered by CONSULTANT and "as constructed" information provided by the Contractor will be used for this task. CONSULTANT will provide final abbreviated engineers/construction report for the project. The report will be signed by a licensed North Carolina Professional Engineer.

4.0 AVL SWPPP/SPCCP UPDATE

The CONSULTANT will coordinate an update to the existing AVL SWPPP/SPCCP with AVL staff as a result of conducting a due diligence research, site visits and meetings with AVL staff, tenants, and if required, other local agencies. The SWPPP and SPCCP updates will incorporate the changes to the airfield's drainage basins as a result of the Airfield Re-Development Program and other applicable projects, as well as new and changed tenant information related to the SPCCP. The Consultant will utilize information prepared for the Airfield Re-Development Project and other information made available by AVL staff for the update. As required, new certifications will be signed by a N.C. Professional Engineer.

The Consultant will prepare an Updated Draft Report of the SWPPP and SPCCP and submit to AVL staff for review and comments (2 copies). The Final Updated SWPPP and SPCCP Report will be completed upon receipt and incorporation of AVL comments. Two (2) copies of the Final Updated SWPPP/SPCCP Report (and digital files) will be submitted to AVL.

Assumptions

The following assumptions have been made in the development of this Scope of Services:

- AVL will provide access to Airport property to AVCON and AVCON sub-consultants
- No potable water or sanitary sewer improvements will be required for AREA 1.
- AVL will assist in determining appropriate access controls equipment.
- AVL to provide a copy of previous record drawings for each location, if available.
- Project drawings will be prepared in AutoCAD 2020 format.
- No Geotechnical Investigation service is included in this task order scope of work.

Deliverables – Stormwater Drainage Improvements

- Construction Plans for Preliminary Design (60%) review (pdf)
- Final Construction Plans (pdf)
- Construction Specifications (pdf)
- Engineer's Report (pdf)

- CAD files for all design and record documents

Deliverables – Updated AVL SWPPP/SPCCP

- Two copies of the Updated Draft Report of the SWPPP and SPCCP and electronic files (pdf)
- Two copies of the Final Updated SWPPP and SPCCP Report and electronic files (pdf)

Services Not Included In This Task Order

- Full Time Resident Project Representative (RPR) and inspection.
- Permitting fees are to be paid by AVL.
- Boundary surveys.
- CQA testing services
- ALP or other planning document updates.

Schedule

Final Construction Documents completed within 120 calendar days after receipt of a notice to proceed from AVL and receipt of survey. Bidding and Construction Phase Services to completed as directed by AVL.

**PROFESSIONAL FEE SUMMARY
DESIGN, BIDDING, AND CPS
FOR THE
AIRPORT STORM WATER DRAINAGE IMPROVEMENTS PROJECT
ASHEVILLE REGIONAL AIRPORT**

AVCON Project No. 2021.0157.01

DATE: 12/23/2021

<u>Item Description</u>	<u>Fees</u>	<u>Method</u>
TASK 1.1 Project Management & PreDesign Services		
Direct Labor Costs	\$6,050	
Direct Expenses	\$134	
<u>Subs</u>	<u>\$48,750</u>	
Preliminary Design Subtotal	\$54,934	
	USE: \$54,900	LS
TASK 1.2 Preliminary Design (60%)		
Direct Labor Costs	\$42,900	
Direct Expenses	\$134	
<u>Subs</u>	<u>\$0</u>	
Preliminary Design Subtotal	\$43,034	
	USE: \$43,000	LS
TASK 1.3 Final Design		
Direct Labor Costs	\$56,920	
<u>Direct Expenses</u>	<u>\$134</u>	
Final Design Subtotal	\$57,054	
	USE: \$57,100	LS
TASK 2 Bidding		
Direct Labor Costs	\$7,760	
<u>Direct Expenses</u>	<u>\$269</u>	
Bidding Subtotal	\$8,029	
	USE: \$8,000	LS
TASK 3 Construction Phase Services		
Direct Labor Costs	\$32,790	
Direct Expenses	\$2,213	
<u>Subs (Geotech)</u>	<u>\$0</u>	
CPS Subtotal	\$35,003	
	USE: \$35,000	LS
TASK 4 SWPPP/SPCCP Update		
Direct Labor Costs	\$7,020	
<u>Direct Expenses</u>	<u>\$0</u>	
CPS Subtotal	\$7,020	
	USE: \$7,000	LS
TOTAL	USE: \$205,000	LS

Scope Task No.	POSITION AVCON, INC.	PRINCIPAL		SR. PROJECT MANAGER		SR. ENGINEER / SR. PLANNER		PROJECT ENGINEER		CADD TECH		ADMINISTRATIVE		TOTAL		
	Rate (\$/Hour):	\$237		\$175		\$150		\$120		\$90		\$75		labor hours	Cost	Avg. Hourly Rate
		labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	Rate
1.2.6.7.4	Erosion Control Details		\$0		\$0		\$0	2	\$240	2	\$180		\$0	4	\$420	\$105
1.2.7	Prepare Development Technical Specifications (60%)		\$0	2	\$350		\$0	4	\$480		\$0	4	\$300	10	\$1,130	\$113
1.2.8	Prepare Engineer's Report (60%)		\$0	2	\$350		\$0	4	\$480		\$0	4	\$300	10	\$1,130	\$113
1.2.9	Prepare Quantities and Estimates of Probable Construction Costs		\$0		\$0		\$0	4	\$480	4	\$360		\$0	8	\$840	\$105
1.2.10	Quality Assurance Review (60%)		\$0	8	\$1,400		\$0		\$0		\$0		\$0	8	\$1,400	\$175
1.2.11	60% Conceptual Design Documents Submittal to AVL, Review Meeting, and Reconciliation of Comments		\$0	6	\$1,050		\$0	4	\$480		\$0		\$0	10	\$1,530	\$153
Subtotal Preliminary Design Phase Services Labor:		0	\$0	72	\$12,600	0	\$0	132	\$15,840	154	\$13,860	8	\$600	366	\$42,900	\$117
Preliminary Design Direct Expenses																
Printing and Mailing														\$0		
Mileage														1 Trip total @ 240 miles/trip (60% Review Meeting)		
														\$134		
Subtotal Direct Expenses:														\$134		
Preliminary Design Subcontractors																
Subtotal Preliminary Design Phase:														\$0		
Subtotal Preliminary Design Phase:														\$43,034		

Scope Task No.	POSITION	PRINCIPAL		SR. PROJECT MANAGER		SR. ENGINEER / SR. PLANNER		PROJECT ENGINEER		CADD TECH		ADMINISTRATIVE		TOTAL			
	AVCON, INC.	\$237		\$175		\$150		\$120		\$90		\$75		labor hours	Cost	Avg. Hourly Rate	
	Rate (\$/Hour):	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost				
1.3	Final Design Phase Services (100%)																
1.3.1	Interim Design Meetings and Coordination.		\$0	8	\$1,400		\$0	2	\$240		\$0		\$0	10	\$1,640	\$164	
1.3.2	Finalize Construction Phasing Plan and Refine in Consultation with AVL;		\$0	4	\$700		\$0		\$0		\$0		\$0	4	\$700	\$175	
1.3.3	Prepare Construction Drawings (100%)																
1.3.3.1	Area 1																
1.3.3.1.1	Existing Conditions Plans		\$0		\$0		\$0	1	\$120	2	\$180		\$0	3	\$300	\$100	
1.3.3.1.2	Demolition Plans		\$0	1	\$175		\$0	2	\$240	4	\$360		\$0	7	\$775	\$111	
1.3.3.1.3	Grading, Drainage and Erosion Control Plans		\$0	2	\$350		\$0	8	\$960	8	\$720		\$0	18	\$2,030	\$113	
1.3.3.1.4	Drainage Details		\$0	1	\$175		\$0	4	\$480	4	\$360		\$0	9	\$1,015	\$113	
1.3.3.2	Area 2																
1.3.3.2.1	Existing Conditions Plans		\$0		\$0		\$0	2	\$240	4	\$360		\$0	6	\$600	\$100	
1.3.3.2.2	Demolition Plans		\$0	1	\$175		\$0	8	\$960	16	\$1,440		\$0	25	\$2,575	\$103	
1.3.3.2.3	Grading, Drainage and Erosion Control Plans		\$0	2	\$350		\$0	20	\$2,400	24	\$2,160		\$0	46	\$4,910	\$107	
1.3.3.2.4	Drainage Details		\$0	2	\$350		\$0	8	\$960	12	\$1,080		\$0	22	\$2,390	\$109	
1.3.3.2.5	FAA NAVAID Utility Structure Adjustment Plans		\$0	1	\$175		\$0	2	\$240	4	\$360		\$0	7	\$775	\$111	
1.3.3.3	Area 3																
1.3.3.3.1	Existing Conditions Plans		\$0		\$0		\$0	2	\$240	4	\$360		\$0	6	\$600	\$100	
1.3.3.3.2	Demolition Plans		\$0	1	\$175		\$0	4	\$480	8	\$720		\$0	13	\$1,375	\$106	
1.3.3.3.3	Grading, Drainage and Erosion Control Plans		\$0	3	\$525		\$0	8	\$960	24	\$2,160		\$0	35	\$3,645	\$104	
1.3.3.3.4	Drainage Details		\$0	3	\$525		\$0	8	\$960	8	\$720		\$0	19	\$2,205	\$116	
1.3.3.4	Area 4																
1.3.3.4.1	Existing Conditions Plans		\$0		\$0		\$0	2	\$240	4	\$360		\$0	6	\$600	\$100	
1.3.3.4.2	Demolition Plans		\$0	1	\$175		\$0	4	\$480	8	\$720		\$0	13	\$1,375	\$106	
1.3.3.4.3	Grading, Drainage and Erosion Control Plans		\$0	2	\$350		\$0	8	\$960	16	\$1,440		\$0	26	\$2,750	\$106	
1.3.3.4.4	Drainage Details		\$0	2	\$350		\$0	8	\$960	8	\$720		\$0	18	\$2,030	\$113	
1.3.3.5	Area 5																
1.3.3.5.1	Existing Conditions Plans		\$0		\$0		\$0	1	\$120	1	\$90		\$0	2	\$210	\$105	
1.3.3.5.2	Grading, Drainage and Erosion Control Plans		\$0	1	\$175		\$0	2	\$240	6	\$540		\$0	9	\$955	\$106	
1.3.3.5.3	Drainage Details		\$0	1	\$175		\$0	2	\$240	4	\$360		\$0	7	\$775	\$111	
1.3.3.6	Area 6																
1.3.3.6.1	Existing Conditions Plans		\$0		\$0		\$0	1	\$120	1	\$90		\$0	2	\$210	\$105	
1.3.3.6.2	Grading, Drainage and Erosion Control Plans		\$0	2	\$350		\$0	4	\$480	8	\$720		\$0	14	\$1,550	\$111	
1.3.3.6.3	Drainage Details		\$0	2	\$350		\$0	4	\$480	4	\$360		\$0	10	\$1,190	\$119	
1.3.3.7	General Details and Notes																
1.3.3.7.1	Overall Project Notes		\$0		\$0		\$0	4	\$480	4	\$360		\$0	8	\$840	\$105	
1.3.3.7.2	General Details and Notes		\$0		\$0		\$0	4	\$480	4	\$360		\$0	8	\$840	\$105	
1.3.3.7.3	Project Phasing		\$0	2	\$350		\$0	2	\$240	4	\$360		\$0	8	\$950	\$119	
1.3.3.7.4	Erosion Control Details		\$0		\$0		\$0	4	\$480	4	\$360		\$0	8	\$840	\$105	
1.3.4	Prepare Development Technical Specifications (100%)		\$0	2	\$350		\$0	8	\$960		\$0	4	\$300	14	\$1,610	\$115	
1.3.5	Prepare Engineer's Report (100%)		\$0	4	\$700		\$0	8	\$960		\$0	4	\$300	16	\$1,960	\$123	
1.3.6	Prepare Stormwater Management Plan documents for submittal to NCDEQ;		\$0	2	\$350		\$0	12	\$1,440	8	\$720		\$0	22	\$2,510	\$114	
1.3.7	Coordinate w/Duke Energy, Charah, & North Carolina Department of Environmental Quality (NCDEQ)		\$0	3	\$525		\$0		\$0		\$0		\$0	3	\$525	\$175	
1.3.8	Prepare Quantities and Estimates of Probable Construction Costs		\$0	2	\$350		\$0	6	\$720	6	\$540		\$0	14	\$1,610	\$115	
1.3.9	Quality Assurance Review (100%)		\$0	8	\$1,400		\$0		\$0		\$0		\$0	8	\$1,400	\$175	
1.3.10	Submit 100% Construction Documents to AVL for review;		\$0	1	\$175		\$0		\$0		\$0		\$0	1	\$175	\$175	
1.3.11	Meet and review 100% plans with AVL and finalize the desired stormwater system improvements accordingly		\$0	6	\$1,050		\$0		\$0		\$0		\$0	6	\$1,050	\$175	
1.3.12	Finalize Construction Documents into Bid Documents;		\$0	2	\$350		\$0	4	\$480	8	\$720		\$0	14	\$1,550	\$111	
1.3.13	Incorporate the AVL 100% complete submittal comments into the Bid Document documents;		\$0	2	\$350		\$0	4	\$480	8	\$720		\$0	14	\$1,550	\$111	
1.3.14	Submit to NCDEQ for Permit		\$0	2	\$350		\$0	8	\$960	8	\$720	4	\$300	22	\$2,330	\$106	
Subtotal Final Design Phase Services Labor:			0	\$0	76	\$13,300	0	\$0	179	\$21,480	236	\$21,240	12	\$900	503	\$56,920	\$113
Final Design Phase Direct Expenses																	
Printing and Shipping																	
Mileage																	
1 Trip @ 240 miles/trip (100% Document Review)																	
															\$134		
Subtotal Final Design Phase Services Direct Costs:															\$134		
Subtotal Final Design Phase:															\$57,054		

Scope Task No.	POSITION AVCON, INC.	PRINCIPAL		SR. PROJECT MANAGER		SR. ENGINEER / SR. PLANNER		PROJECT ENGINEER		CADD TECH		ADMINISTRATIVE		TOTAL		
	Rate (\$/Hour):	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	Avg. Hourly Rate
2	BIDDING PHASE SERVICES															
2.1	Assist AVL in advertising for and obtaining bids		\$0	2	\$350		\$0		\$0		\$0		\$0	2	\$350	\$175
2.2	Answer Questions & Issue Addenda		\$0	4	\$700		\$0	8	\$960	4	\$360	4	\$300	20	\$2,320	\$116
2.3	Prepare for, Attend and Conduct Pre-bid Conference		\$0	8	\$1,400		\$0	4	\$480		\$0		\$0	12	\$1,880	\$157
2.4	Prepare for, Attend and Conduct Bid Opening		\$0	8	\$1,400		\$0	2	\$240		\$0		\$0	10	\$1,640	\$164
2.5	Prepare Bid Tabulation		\$0	2	\$350		\$0	4	\$480		\$0	2	\$150	8	\$980	\$123
2.6	Evaluate Bids and Prepare Recommendation of Award		\$0	2	\$350		\$0	2	\$240		\$0		\$0	4	\$590	\$148
Subtotal Bidding Phase Services Labor:		0	\$0	26	\$4,550	0	\$0	20	\$2,400	4	\$360	6	\$450	56	\$7,760	\$139
Bidding Phase Direct Expenses																
Printing and shipping																
Mileage		2 Trips @ 240 miles/trip (Pre-Bid Conference and Bid Opening)														
		\$269														
		Subtotal Bidding Phase Services Direct Costs:														
		\$269														
		Subtotal Bidding Phase:														
		\$8,029														

Scope Task No.	POSITION	PRINCIPAL		SR. PROJECT MANAGER		SR. ENGINEER / SR. PLANNER		PROJECT ENGINEER		CADD TECH		ADMINISTRATIVE		TOTAL			
	AVCON, INC.	\$237		\$175		\$150		\$120		\$90		\$75		labor hours	Cost	Avg. Hourly Rate	
	Rate (\$/Hour):	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost				
3	CONSTRUCTION PHASE SERVICES (Assume 3 Months Construction)																
3.1	Develop and Distribute Conformed Construction Documents		\$0		\$0		\$0	8	\$960	8	\$720	4	\$300	20	\$1,980	\$99	
3.2	Prepare for and conduct Pre-Construction Conference, Meeting Minutes		\$0	8	\$1,400		\$0		\$0	4	\$360		\$0	12	\$1,760	\$147	
3.3	Meetings and Visits to Site for Observation of Construction (8 Visits Scheduled @ 6 Hours/visit)		\$0	48	\$8,400		\$0		\$0		\$0		\$0	48	\$8,400	\$175	
3.4	Recommendations with Respect to Defective Work		\$0	4	\$700		\$0	2	\$240		\$0		\$0	6	\$940	\$157	
3.5	Clarifications and Interpretations		\$0	4	\$700		\$0	4	\$480		\$0		\$0	8	\$1,180	\$148	
3.6	Change Orders		\$0	4	\$700		\$0	4	\$480		\$0	4	\$300	12	\$1,480	\$123	
3.7	Shop Drawings and Samples Review		\$0		\$0		\$0	16	\$1,920		\$0		\$0	16	\$1,920	\$120	
3.8	Substitutes and "or-equal"		\$0	2	\$350		\$0	2	\$240		\$0		\$0	4	\$590	\$148	
3.9	Inspections and Tests		\$0	2	\$350		\$0	2	\$240		\$0		\$0	4	\$590	\$148	
3.10	Disputes between AVL and Contractor		\$0	4	\$700		\$0	2	\$240		\$0		\$0	6	\$940	\$157	
3.11	Applications for Payment (Assume 3 months of construction + 1 Final Pay App = 4 Applications for Payment)		\$0	4	\$700		\$0	4	\$480		\$0	8	\$600	16	\$1,780	\$111	
3.12	Substantial Completion		\$0	8	\$1,400		\$0	4	\$480		\$0		\$0	12	\$1,880	\$157	
3.13	Final Notice of Acceptability of the Work		\$0	2	\$350		\$0		\$0		\$0	2	\$150	4	\$500	\$125	
3.14	Limitation of Responsibilities		\$0		\$0		\$0		\$0		\$0		\$0				
3.15	Construction Quality Assurance Testing Services During Construction		\$0	4	\$700		\$0	4	\$480		\$0		\$0	8	\$1,180	\$148	
3.16	Project Coordination with Contractor and AVL		\$0	24	\$4,200		\$0	16	\$1,920		\$0		\$0	40	\$6,120	\$153	
3.17	Deliverables - Record Drawings		\$0	2	\$350		\$0	4	\$480	8	\$720		\$0	14	\$1,550	\$111	
	Subtotal Construction Phase Services Labor:		0	\$0	120	\$21,000	0	\$0	72	\$8,640	20	\$1,800	18	\$1,350	230	\$32,790	\$143
	Construction Phase Direct Expenses																
	Printing and Shipping	6 sets 22"x34" Drawings and 6 Project Manuals (Conformed Contract Documents)															\$600
	Mileage	12 Trips @ 240 miles/trip															\$1,613
	Construction Phase Direct Expenses:															\$2,213	
	Construction Phase Subcontractors																
	Construction Phase Subcontractors:															\$0	
	Subtotal Construction Phase:															\$35,003	
4	SWPPP/SPCCP Update																
4.1	Research construction project drawings from 2016 until present to incorporate updated drainage revisions to SWPPP		\$0	2	\$350		\$0		\$0	4	\$360		\$0	6	\$710	\$118	
4.2	Incorporate revisions to the airfield drainage basins resulting from the recently completed Airfield Re-development Project		\$0	4	\$700		\$0		\$0	8	\$720		\$0	12	\$1,420	\$118	
4.3	Meet with AVL staff and tenants activities and to review/compile information to update SPCCP Plan		\$0	6	\$1,050		\$0		\$0	8	\$720	1	\$75	15	\$1,845	\$123	
4.4	Prepare Updated 90% Draft Report of SWPPP and SPCCP Plans		\$0	4	\$700		\$0		\$0	4	\$360	1	\$75	9	\$1,135	\$126	
4.5	Quality Assurance Review (90% Draft Reports)		\$0	2	\$350		\$0		\$0		\$0		\$0	2	\$350	\$175	
4.6	Review 90% Draft Report with AVL Staff (Virtual Review)		\$0	2	\$350		\$0		\$0		\$0		\$0	2	\$350	\$175	
4.7	Finalize Updated SWPPP and SPCCP Plans		\$0	4	\$700		\$0		\$0	4	\$360	2	\$150	10	\$1,210	\$121	
	Subtotal SWPPP and SPCCP Updated Reports Labor:		0	\$0	24	\$4,200	0	\$0	0	\$0	28	\$2,520	4	\$300	56	\$7,020	\$125
	SWPPP/SPCCP Update Direct Expenses																
	Printing and Mailing	Two (2) copies of the Draft Updated SWPPP and SPCCP and Two (2) copies of the Final SWPPP and SPCCP															\$0
	Mileage	1 Trip @ 240 miles/trip to meet with AVL Staff and Existing Airfield Tenants															\$0
	SWPPP/SPCCP Update Direct Expenses:															\$0	
	Subtotal SWPPP/SPCCP Update:															\$7,020	



MEMORANDUM

TO: Members of the Airport Authority

FROM: Lew Bleiweis, A.A.E., Executive Director

DATE: January 6, 2022

ITEM DESCRIPTION – Information Section Item A

November, 2021 Traffic Report – Asheville Regional Airport

SUMMARY

November, 2021 overall passenger traffic numbers were up 90.7% compared to the same period last year. Passenger traffic numbers reflect an 88.0% increase in passenger enplanements from November, 2020. Enplanements for Fiscal Year to Date total 384,220, which is a 150.2% increase over the same period last year.

AIRLINE PERFORMANCE

Allegiant Airlines: Year over Year passenger enplanements for Allegiant in November 2021 were up by 68.6%. There were no flight cancellations for the month.

American Airlines: American's November 2021 passenger enplanements represent a 75.5% increase over the same period last year. There were no flight cancellations for the month.

Delta Airlines: Enplanements for Delta in November 2021 increased by 168.2%. There were no flight cancellations for the month.

United Airlines: In November 2021, United Airlines saw an increase in enplanements by 74.5% over the same period last year. There was one flight cancellation for the month.

Monthly Traffic Report

Asheville Regional Airport

November 2021



Category	Nov 2021	Nov 2020	Percentage Change	*CYTD-2021	*CYTD-2020	Percentage Change	*MOV12-2021	*MOV12-2020	Percentage Change
Passenger Traffic									
Enplaned	65,431	34,804	88.0%	652,727	324,865	100.9%	682,270	395,757	72.4%
Deplaned	<u>64,700</u>	<u>33,425</u>	93.6%	<u>648,863</u>	<u>320,335</u>	102.6%	<u>679,092</u>	<u>390,786</u>	73.8%
Total	130,131	68,229	90.7%	1,301,590	645,200	101.7%	1,361,362	786,543	73.1%
Aircraft Operations									
Airlines	1,050	1,010	4.0%	13,009	8,386	55.1%	13,964	9,578	45.8%
Commuter/ Air Taxi	<u>931</u>	<u>696</u>	33.8%	11,800	6,971	69.3%	12,344	7,846	57.3%
Subtotal	<u>1,981</u>	<u>1,706</u>	16.1%	<u>24,809</u>	<u>15,357</u>	61.5%	<u>26,308</u>	<u>17,424</u>	51.0%
General Aviation	3,964	3,658	8.4%	41,303	35,952	14.9%	44,372	39,159	13.3%
Military	<u>504</u>	<u>342</u>	47.4%	<u>3,897</u>	<u>2,055</u>	89.6%	<u>4,169</u>	<u>2,214</u>	88.3%
Subtotal	<u>4,468</u>	<u>4,000</u>	11.7%	<u>45,200</u>	<u>38,007</u>	18.9%	<u>48,541</u>	<u>41,373</u>	17.3%
Total	6,449	5,706	13.0%	70,009	53,364	31.2%	74,849	58,797	27.3%
Fuel Gallons									
100LL	15,036	15,909	-5.5%	167,402	135,773	23.3%	175,445	144,390	21.5%
Jet A (GA)	178,750	112,040	59.5%	1,763,539	1,097,106	60.7%	1,883,108	1,193,621	57.8%
Subtotal	<u>193,786</u>	<u>127,949</u>	51.5%	<u>1,930,941</u>	<u>1,232,879</u>	56.6%	<u>2,058,553</u>	<u>1,338,011</u>	53.9%
Jet A (A/L)	<u>816,888</u>	<u>411,308</u>	98.6%	<u>7,320,660</u>	<u>3,744,666</u>	95.5%	<u>7,724,439</u>	<u>4,377,862</u>	76.4%
Total	1,010,674	539,257	87.4%	9,251,601	4,977,545	85.9%	9,782,992	5,715,873	71.2%

*CYTD = Calendar Year to Date and *Mov12 = Moving Twelve Months.

Monday, December 20, 2021

Airline Enplanements, Seats, and Load Factors

Asheville Regional Airport

November 2021



	Nov 2021	Nov 2020	Percentage Change	*CYTD-2021	*CYTD-2020	Percentage Change
Allegiant Air						
Enplanements	30,696	18,209	68.6%	303,919	155,280	95.7%
Seats	39,213	31,899	22.9%	436,185	258,087	69.0%
Load Factor	78.3%	57.1%	37.1%	69.7%	60.2%	15.8%
American Airlines						
Enplanements	14,983	8,538	75.5%	176,011	88,750	98.3%
Seats	16,824	13,793	22.0%	238,551	151,368	57.6%
Load Factor	89.1%	61.9%	43.9%	73.8%	58.6%	25.8%
Delta Air Lines						
Enplanements	13,433	5,009	168.2%	110,018	51,115	115.2%
Seats	15,746	11,146	41.3%	156,232	101,163	54.4%
Load Factor	85.3%	44.9%	89.8%	70.4%	50.5%	39.4%
Spirit Airlines						
Enplanements	0	0	#Num!	0	5,505	-100.0%
Seats	0	0	#Num!	0	10,614	-100.0%
Load Factor	#Num!	#Num!	#Type!	#Num!	51.9%	#Type!
Sun Country						
Enplanements	1,000	0	#Div/0!	2,056	0	#Div/0!
Seats	1,860	0	#Div/0!	3,348	0	#Div/0!
Load Factor	53.8%	#Num!	#Type!	61.4%	#Num!	#Type!
United Airlines						
Enplanements	5,319	3,048	74.5%	60,723	24,215	150.8%
Seats	6,000	5,700	5.3%	77,526	50,708	52.9%
Load Factor	88.7%	53.5%	65.8%	78.3%	47.8%	64.0%

Monday, December 20, 2021

*CTYD = Calendar Year to Date and *Mov12 = Moving Twelve Months.

	Nov 2021	Nov 2020	Percentage Change	*CYTD-2021	*CYTD-2020	Percentage Change
Totals						
Enplanements	65,431	34,804	88.0%	652,727	324,865	100.9%
Seats	79,643	62,538	27.4%	911,842	571,940	59.4%
Load Factor	82.2%	55.7%	47.6%	71.6%	56.8%	26.0%

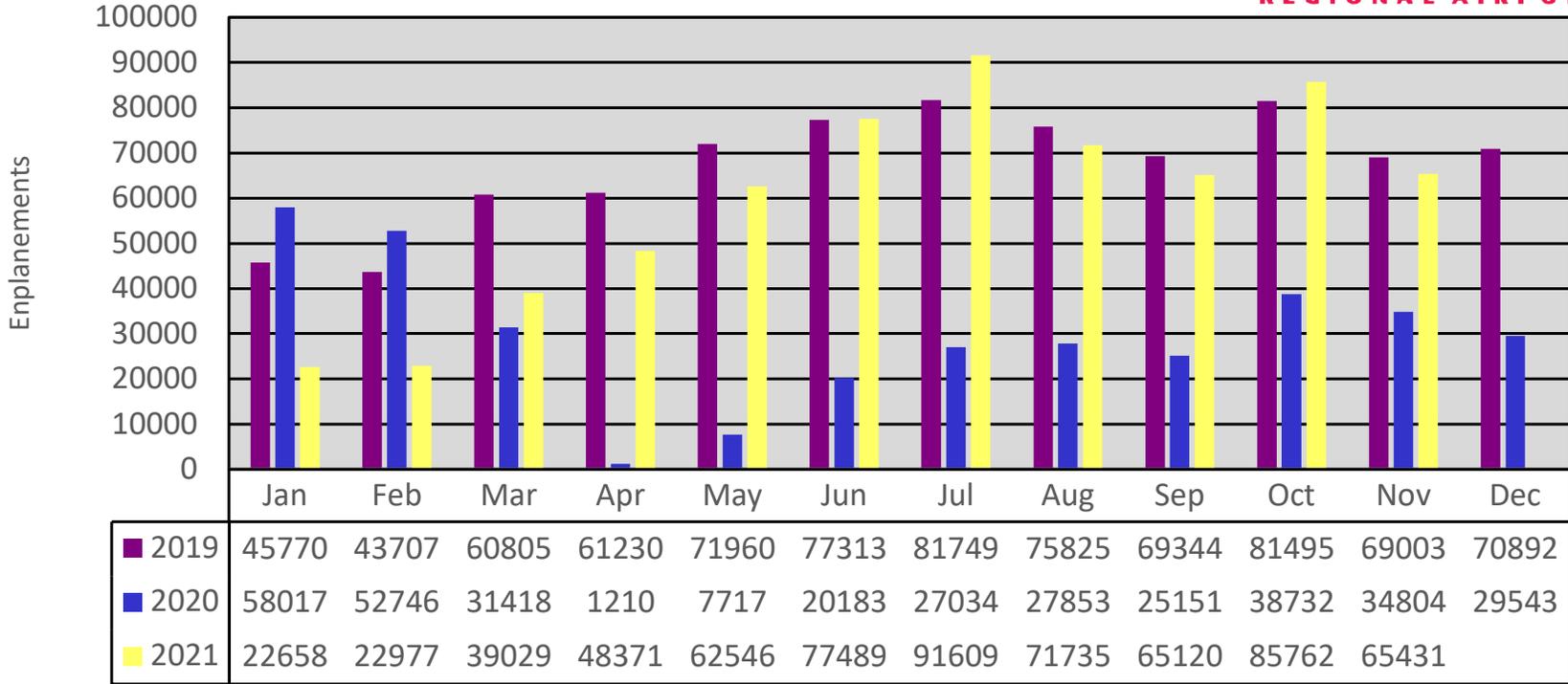
Airline Flight Completions Asheville Regional Airport

November 2021

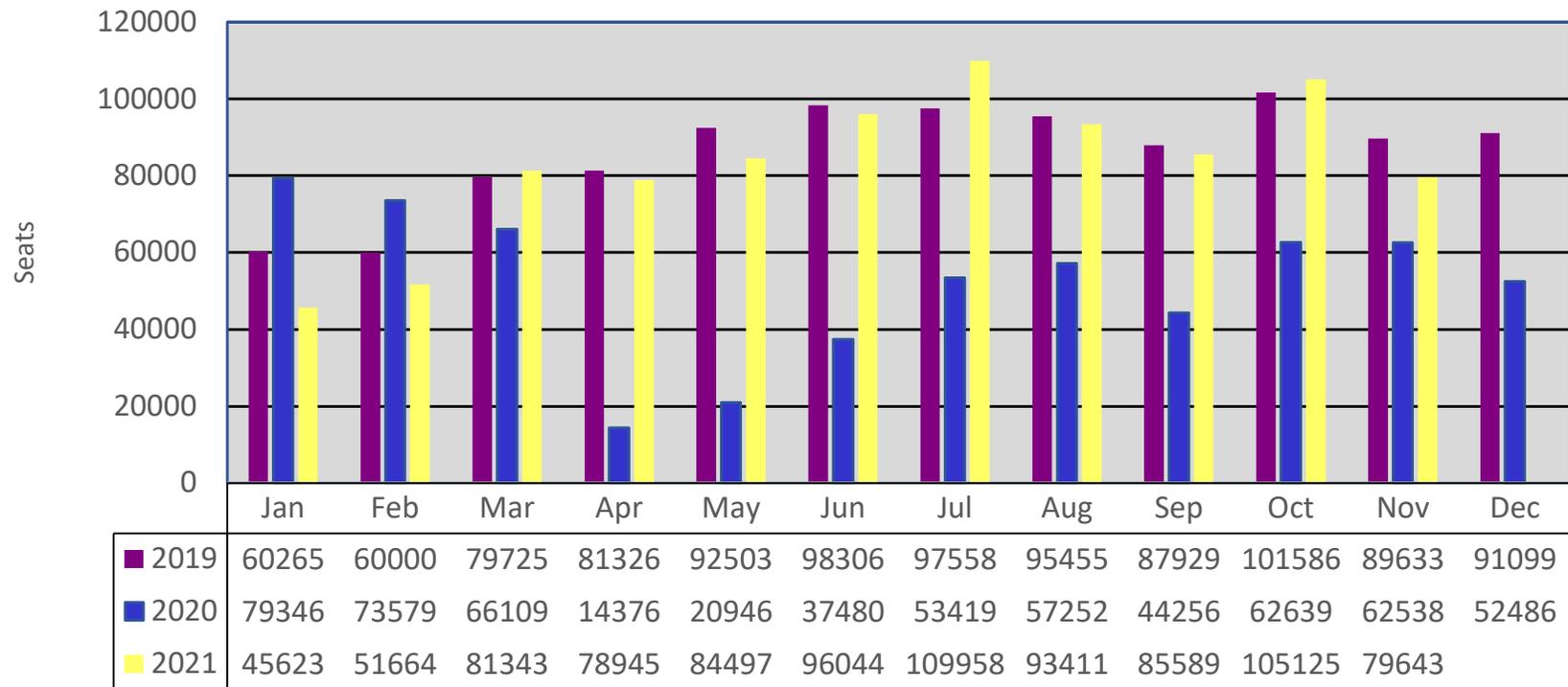


Airline	Scheduled Flights	Field	Cancellations Due To			Total Cancellations	Percentage of Completed Flights
			Mechanical	Weather	Other		
Allegiant Air	173	0	0	0	0	0	100.0%
American Airlines	239	0	0	0	0	0	100.0%
Delta Air Lines	145	0	0	0	0	0	100.0%
Sun Country	8	0	0	0	0	0	100.0%
United Airlines	121	0	1	0	0	1	99.2%
Total	686	0	1	0	0	1	99.9%

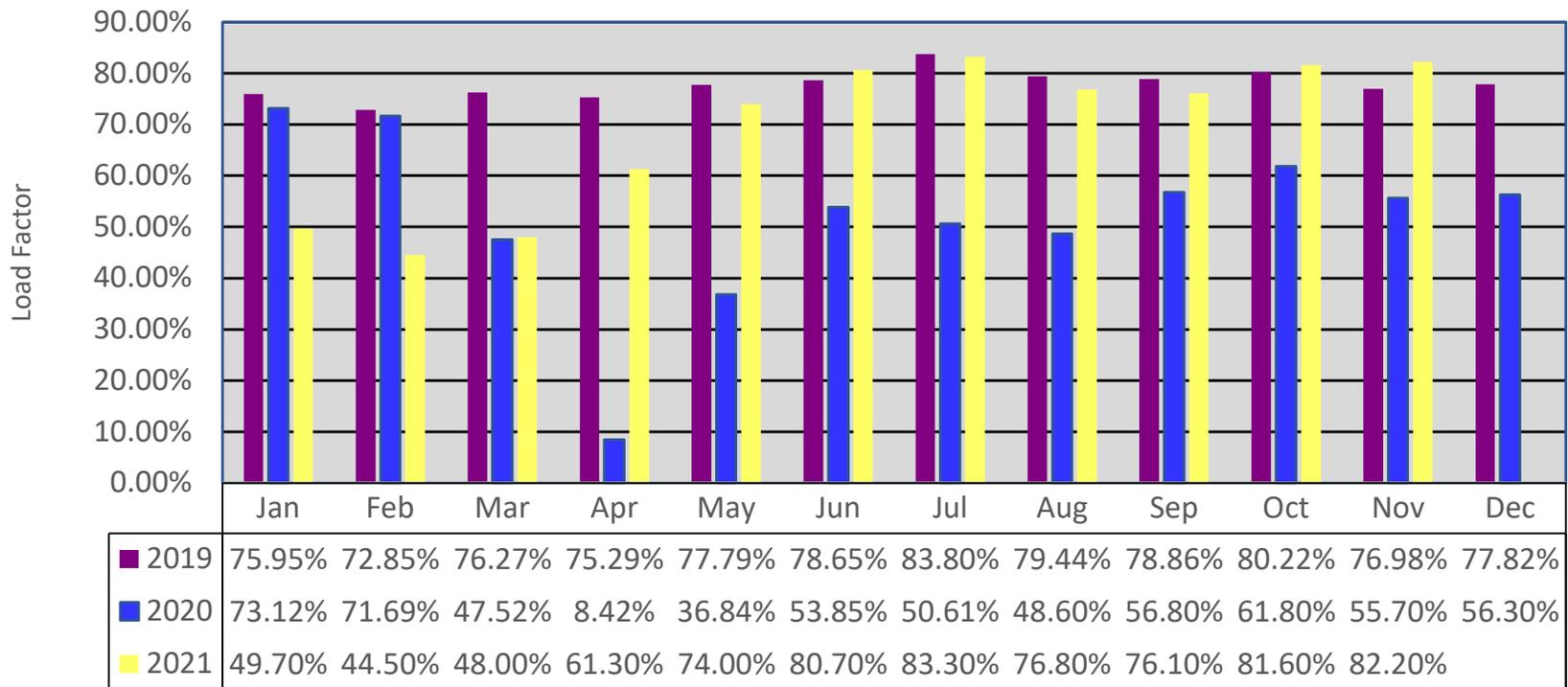
Monthly Enplanements By Year Asheville Regional Airport



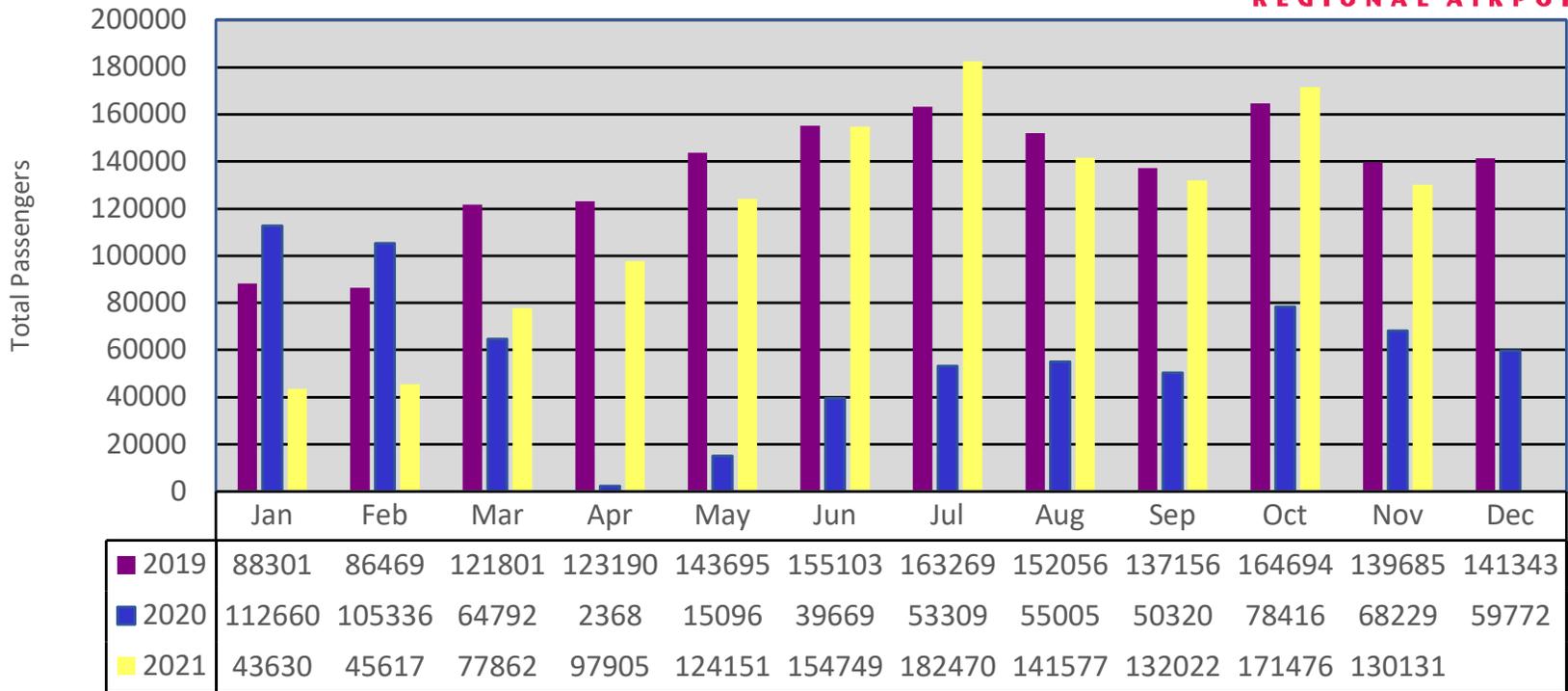
Monthly Seats By Year Asheville Regional Airport



Monthly Load Factors By Year Asheville Regional Airport

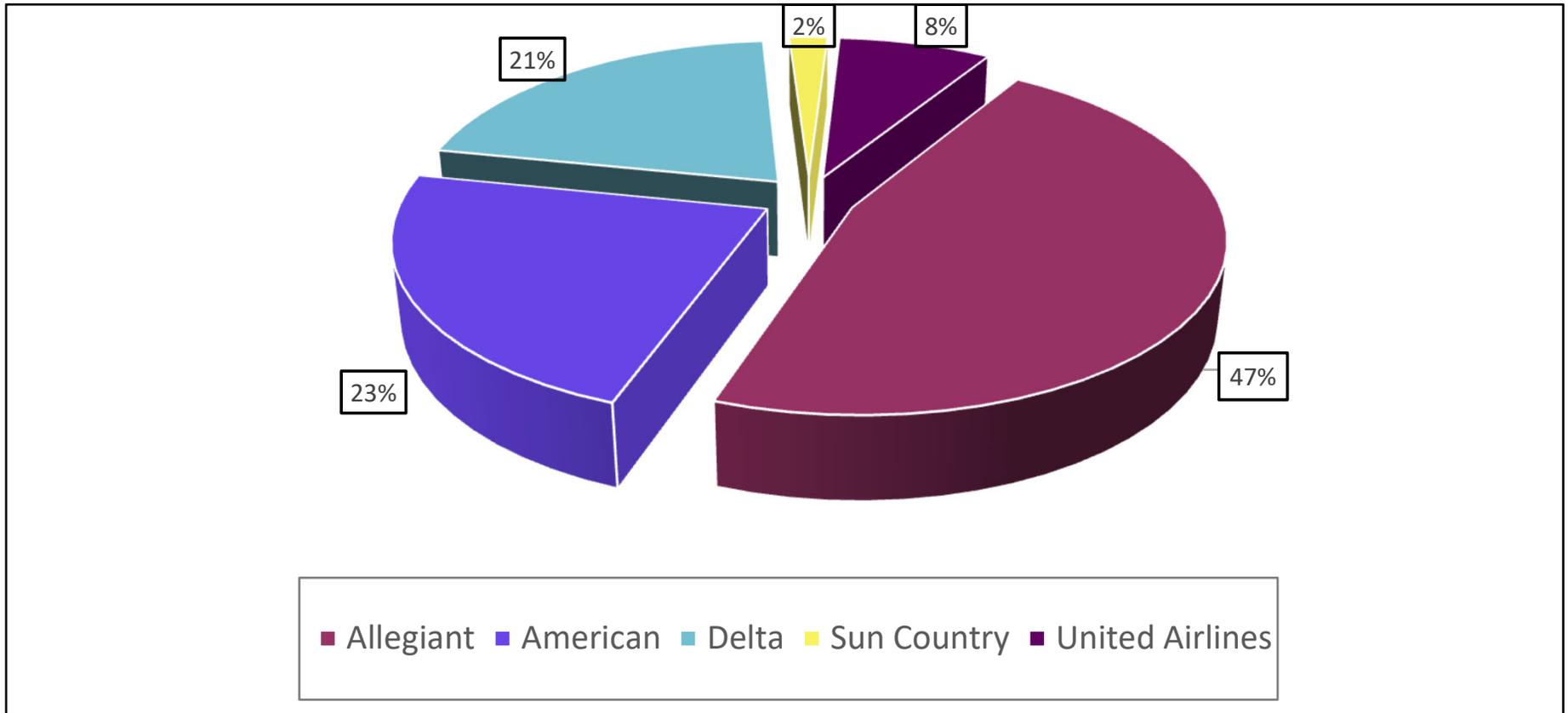


Total Monthly Passengers By Year Asheville Regional Airport



Airline Market Share Analysis (Enplanements) Asheville Regional Airport

Report Period From November 2021 Through November 2021



AVL - Three month schedule Summary Report

February 2022 to April 2022 vs. February 2021 to April 2021 vs. February 2020 to April 2020

28-Dec-21

Mkt	AI	Travel Period		Feb 2022		Feb 2021		Feb 2020		Diff YoY		Percent Diff YoY		Diff 2YoY		Percent Diff 2YoY	
		Orig	Dest	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats
AA	AVL-BOS	AVL	BOS	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	BOS-AVL	BOS	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	AVL-CLT	AVL	CLT	44	3,267	39	2,865	54	3,342	5	402	12.8%	14.0%	(10)	(75)	(18.5%)	(2.2%)
AA	CLT-AVL	CLT	AVL	44	3,267	39	2,865	54	3,342	5	402	12.8%	14.0%	(10)	(75)	(18.5%)	(2.2%)
AA	AVL-DCA	AVL	DCA	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	DCA-AVL	DCA	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	AVL-DFW	AVL	DFW	7	532	7	532	7	532	0	0	0.0%	0.0%	0	0	0.0%	0.0%
AA	DFW-AVL	DFW	AVL	7	532	7	532	7	532	0	0	0.0%	0.0%	0	0	0.0%	0.0%
AA	AVL-LGA	AVL	LGA	0	0	0	0	2	152	0	0	-	-	(2)	(152)	(100.0%)	(100.0%)
AA	LGA-AVL	LGA	AVL	0	0	0	0	2	152	0	0	-	-	(2)	(152)	(100.0%)	(100.0%)
AA	AVL-ORD	AVL	ORD	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	ORD-AVL	ORD	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	AVL-PHL	AVL	PHL	0	0	0	0	7	532	0	0	-	-	(7)	(532)	(100.0%)	(100.0%)
AA	PHL-AVL	PHL	AVL	0	0	0	0	7	532	0	0	-	-	(7)	(532)	(100.0%)	(100.0%)
DL	ATL-AVL	ATL	AVL	32	3,520	31	2,174	47	2,952	1	1,346	3.2%	61.9%	(15)	568	(31.9%)	19.2%
DL	AVL-ATL	AVL	ATL	32	3,520	31	2,174	47	2,952	1	1,346	3.2%	61.9%	(15)	568	(31.9%)	19.2%
DL	AVL-LGA	AVL	LGA	0	0	0	0	0	0	0	0	-	-	0	0	-	-
DL	LGA-AVL	LGA	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
G4	AUS-AVL	AUS	AVL	2	354	0	0	0	0	2	354	-	-	2	354	-	-
G4	AVL-AUS	AVL	AUS	2	354	0	0	0	0	2	354	-	-	2	354	-	-
G4	AVL-BOS	AVL	BOS	2	354	0	0	0	0	2	354	-	-	2	354	-	-
G4	BOS-AVL	BOS	AVL	2	354	0	0	0	0	2	354	-	-	2	354	-	-
G4	AVL-BWI	AVL	BWI	0	0	0	0	0	0	0	0	-	-	0	0	-	-
G4	BWI-AVL	BWI	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
G4	AVL-DEN	AVL	DEN	0	0	0	0	0	0	0	0	-	-	0	0	-	-
G4	DEN-AVL	DEN	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
G4	AVL-EWR	AVL	EWR	2	354	2	354	2	354	0	0	0.0%	0.0%	0	0	0.0%	0.0%
G4	EWR-AVL	EWR	AVL	2	354	2	354	2	354	0	0	0.0%	0.0%	0	0	0.0%	0.0%
G4	AVL-EYW	AVL	EYW	2	312	0	0	0	0	2	312	-	-	2	312	-	-
G4	EYW-AVL	EYW	AVL	2	312	0	0	0	0	2	312	-	-	2	312	-	-
G4	AVL-FLL	AVL	FLL	12	2,019	6	1,062	12	2,124	6	957	100.0%	90.1%	0	(105)	0.0%	(4.9%)
G4	FLL-AVL	FLL	AVL	12	2,019	6	1,062	12	2,124	6	957	100.0%	90.1%	0	(105)	0.0%	(4.9%)
G4	AVL-HOU	AVL	HOU	2	354	2	354	0	0	0	0	0.0%	0.0%	2	354	-	-
G4	HOU-AVL	HOU	AVL	2	354	2	354	0	0	0	0	0.0%	0.0%	2	354	-	-
G4	AVL-LAS	AVL	LAS	2	372	0	0	0	0	2	372	-	-	2	372	-	-
G4	LAS-AVL	LAS	AVL	2	372	0	0	0	0	2	372	-	-	2	372	-	-
G4	AVL-MDW	AVL	MDW	0	0	0	0	0	0	0	0	-	-	0	0	-	-
G4	MDW-AVL	MDW	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
G4	AVL-MSP	AVL	MSP	2	354	0	0	0	0	2	354	-	-	2	354	-	-
G4	MSP-AVL	MSP	AVL	2	312	0	0	0	0	2	312	-	-	2	312	-	-
G4	AVL-PBI	AVL	PBI	2	312	2	354	2	354	0	(42)	0.0%	(11.9%)	0	(42)	0.0%	(11.9%)
G4	PBI-AVL	PBI	AVL	2	354	2	354	2	354	0	0	0.0%	0.0%	0	0	0.0%	0.0%
G4	AVL-PGD	AVL	PGD	4	708	2	354	2	354	2	354	100.0%	100.0%	2	354	100.0%	100.0%
G4	PGD-AVL	PGD	AVL	4	708	2	354	2	354	2	354	100.0%	100.0%	2	354	100.0%	100.0%
G4	AVL-PIE	AVL	PIE	9	1,647	4	708	11	1,947	5	939	125.0%	132.6%	(2)	(300)	(18.2%)	(15.4%)
G4	PIE-AVL	PIE	AVL	9	1,647	4	708	11	1,947	5	939	125.0%	132.6%	(2)	(300)	(18.2%)	(15.4%)
G4	AVL-SFB	AVL	SFB	9	1,509	4	708	13	2,310	5	801	125.0%	113.1%	(4)	(801)	(30.8%)	(34.7%)
G4	SFB-AVL	SFB	AVL	9	1,509	4	708	13	2,310	5	801	125.0%	113.1%	(4)	(801)	(30.8%)	(34.7%)
G4	AVL-SRQ	AVL	SRQ	2	354	2	354	2	354	0	0	0.0%	0.0%	0	0	0.0%	0.0%
G4	SRQ-AVL	SRQ	AVL	2	354	2	354	2	354	0	0	0.0%	0.0%	0	0	0.0%	0.0%
G4	AVL-VPS	AVL	VPS	0	0	0	0	0	0	0	0	-	-	0	0	-	-
G4	VPS-AVL	VPS	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
NK	AVL-GSO	AVL	GSO	0	0	0	0	0	0	0	0	-	-	0	0	-	-
NK	AVL-MCO	AVL	MCO	0	0	0	0	5	910	0	0	-	-	(5)	(910)	(100.0%)	(100.0%)
NK	MCO-AVL	MCO	AVL	0	0	0	0	5	910	0	0	-	-	(5)	(910)	(100.0%)	(100.0%)
SY	AVL-MSP	AVL	MSP	2	372	0	0	0	0	2	372	-	-	2	372	-	-
SY	MSP-AVL	MSP	AVL	2	372	0	0	0	0	2	372	-	-	2	372	-	-
UA	AVL-EWR	AVL	EWR	0	0	0	0	0	0	0	0	-	-	0	0	-	-
UA	EWR-AVL	EWR	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
UA	AVL-IAD	AVL	IAD	7	350	12	600	14	700	(5)	(250)	(41.7%)	(41.7%)	(7)	(350)	(50.0%)	(50.0%)
UA	IAD-AVL	IAD	AVL	7	350	12	600	14	700	(5)	(250)	(41.7%)	(41.7%)	(7)	(350)	(50.0%)	(50.0%)
UA	AVL-ORD	AVL	ORD	14	700	7	350	14	700	7	350	100.0%	100.0%	0	0	0.0%	0.0%
UA	ORD-AVL	ORD	AVL	14	700	7	350	14	700	7	350	100.0%	100.0%	0	0	0.0%	0.0%
Total				316	35,488	240	21,538	388	35,234	76	13,950	31.7%	64.8%	(72)	264	(18.6%)	0.7%

Travel Period		Mar 2022		Mar 2021		Mar 2020		Diff YoY		Percent Diff YoY		Diff 2YoY		Percent Diff 2YoY	
Mkt AI	Orig Dest	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats
AA	AVL-BOS	0	0	0	0	0	0	0	0	0	0	0	0	0	0
AA	BOS-AVL	0	0	0	0	0	0	0	0	0	0	0	0	0	0
AA	AVL-CLT	45	3,343	46	3,364	46	2,909	(1)	(21)	(2.2%)	(0.6%)	(1)	434	-2%	15%
AA	CLT-AVL	45	3,343	46	3,364	46	2,909	(1)	(21)	(2.2%)	(0.6%)	(1)	434	-2%	15%
AA	AVL-DCA	0	0	0	0	0	0	0	0	0	0	0	0	0	0
AA	DCA-AVL	0	0	0	0	0	0	0	0	0	0	0	0	0	0
AA	AVL-DFW	7	532	14	1,064	14	1,064	(7)	(532)	(50.0%)	(50.0%)	(7)	(532)	-50%	-50%
AA	DFW-AVL	7	532	14	1,064	14	1,064	(7)	(532)	(50.0%)	(50.0%)	(7)	(532)	-50%	-50%
AA	AVL-LGA	0	0	0	0	2	152	0	0	-	-	(2)	(152)	-100%	-100%
AA	LGA-AVL	0	0	0	0	2	152	0	0	-	-	(2)	(152)	-100%	-100%
AA	AVL-ORD	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	ORD-AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	AVL-PHL	0	0	0	0	14	987	0	0	-	-	(14)	(987)	-100%	-100%
AA	PHL-AVL	0	0	0	0	14	987	0	0	-	-	(14)	(987)	-100%	-100%
DL	ATL-AVL	32	3,520	39	2,964	48	3,151	(7)	556	(17.9%)	18.8%	(16)	369	-33%	12%
DL	AVL-ATL	32	3,520	39	2,964	48	3,151	(7)	556	(17.9%)	18.8%	(16)	369	-33%	12%
DL	AVL-LGA	0	0	0	0	0	0	0	0	-	-	0	0	-	-
DL	LGA-AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
G4	AUS-AVL	2	312	2	354	0	0	0	(42)	0.0%	(11.9%)	2	312	-	-
G4	AVL-AUS	2	312	2	354	0	0	0	(42)	0.0%	(11.9%)	2	312	-	-
G4	AVL-BOS	2	354	2	354	0	0	0	0	0.0%	0.0%	2	354	-	-
G4	BOS-AVL	2	354	2	354	0	0	0	0	0.0%	0.0%	2	354	-	-
G4	AVL-BWI	2	354	2	312	2	312	0	42	0.0%	13.5%	0	42	0.0%	13.5%
G4	BWI-AVL	2	354	2	312	2	312	0	42	0.0%	13.5%	0	42	0.0%	13.5%
G4	AVL-DEN	2	354	2	354	1	177	0	0	0.0%	0.0%	1	177	100.0%	100.0%
G4	DEN-AVL	2	354	2	354	1	177	0	0	0.0%	0.0%	1	177	100.0%	100.0%
G4	AVL-EWR	4	666	2	354	2	354	2	312	100.0%	88.1%	2	312	100.0%	88.1%
G4	EWR-AVL	4	666	2	354	2	354	2	312	100.0%	88.1%	2	312	100.0%	88.1%
G4	AVL-EYW	2	312	0	0	0	0	2	312	-	-	2	312	-	-
G4	EYW-AVL	2	312	0	0	0	0	2	312	-	-	2	312	-	-
G4	AVL-FLL	17	2,883	19	3,363	19	3,363	(2)	(480)	(10.5%)	(14.3%)	(2)	(480)	(10.5%)	(14.3%)
G4	FLL-AVL	17	2,883	19	3,363	19	3,363	(2)	(480)	(10.5%)	(14.3%)	(2)	(480)	(10.5%)	(14.3%)
G4	AVL-HOU	2	354	2	354	0	0	0	0	0.0%	0.0%	2	354	-	-
G4	HOU-AVL	2	354	2	354	0	0	0	0	0.0%	0.0%	2	354	-	-
G4	AVL-LAS	2	342	2	354	0	0	0	(12)	0.0%	(3.4%)	2	342	-	-
G4	LAS-AVL	2	342	2	354	0	0	0	(12)	0.0%	(3.4%)	2	342	-	-
G4	AVL-MDW	2	312	2	354	0	0	0	(42)	0.0%	(11.9%)	2	312	-	-
G4	MDW-AVL	2	312	2	354	0	0	0	(42)	0.0%	(11.9%)	2	312	-	-
G4	AVL-MSP	2	354	0	0	0	0	2	354	-	-	2	354	-	-
G4	MSP-AVL	2	354	0	0	0	0	2	312	-	-	2	312	-	-
G4	AVL-PBI	2	312	2	354	2	354	0	(42)	0.0%	(11.9%)	0	(42)	0.0%	(11.9%)
G4	PBI-AVL	2	354	2	354	2	354	0	0	0.0%	0.0%	0	0	0.0%	0.0%
G4	AVL-PGD	5	801	3	531	3	489	2	270	66.7%	50.8%	2	312	66.7%	63.8%
G4	PGD-AVL	5	801	3	531	3	489	2	270	66.7%	50.8%	2	312	66.7%	63.8%
G4	AVL-PIE	10	1,773	9	1,593	9	1,530	1	180	11.1%	11.3%	1	243	11.1%	15.9%
G4	PIE-AVL	10	1,773	9	1,593	9	1,530	1	180	11.1%	11.3%	1	243	11.1%	15.9%
G4	AVL-SFB	10	1,731	11	1,863	13	2,196	(1)	(132)	(9.1%)	(7.1%)	(3)	(465)	(23.1%)	(21.2%)
G4	SFB-AVL	10	1,731	11	1,863	13	2,196	(1)	(132)	(9.1%)	(7.1%)	(3)	(465)	(23.1%)	(21.2%)
G4	AVL-SRQ	2	333	2	354	2	354	0	(21)	0.0%	(5.9%)	0	(21)	0.0%	(5.9%)
G4	SRQ-AVL	2	333	2	354	2	354	0	(21)	0.0%	(5.9%)	0	(21)	0.0%	(5.9%)
G4	AVL-VPS	0	0	0	0	0	0	0	0	-	-	0	0	-	-
G4	VPS-AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
NK	AVL-GSO	0	0	0	0	0	0	0	0	-	-	0	0	-	-
NK	AVL-MCO	0	0	0	0	5	725	0	0	-	-	(5)	(725)	(100.0%)	(100.0%)
NK	MCO-AVL	0	0	0	0	5	725	0	0	-	-	(5)	(725)	(100.0%)	(100.0%)
SY	AVL-MSP	2	372	0	0	0	0	2	372	-	-	2	372	-	-
SY	MSP-AVL	2	372	0	0	0	0	2	372	-	-	2	372	-	-
UA	AVL-EWR	7	350	0	0	0	0	7	350	-	-	7	350	-	-
UA	EWR-AVL	7	350	0	0	0	0	7	350	-	-	7	350	-	-
UA	AVL-IAD	0	0	12	600	14	700	(12)	(600)	(100.0%)	(100.0%)	(14)	(700)	(100.0%)	(100.0%)
UA	IAD-AVL	0	0	12	600	14	700	(12)	(600)	(100.0%)	(100.0%)	(14)	(700)	(100.0%)	(100.0%)
UA	AVL-ORD	14	700	11	550	14	700	3	150	27.3%	27.3%	0	0	0.0%	0.0%
UA	ORD-AVL	14	700	11	550	14	700	3	150	27.3%	27.3%	0	0	0.0%	0.0%
Total		350	40,728	368	38,780	420	39,034	(18)	1,948	(4.9%)	5.0%	(70)	1,694	(16.7%)	4.3%

Travel Period		Apr 2022		Apr 2021		Apr 2020		Diff YoY		Percent Diff YoY		Diff 2YoY		Percent Diff 2YoY	
Mkt AI	Orig Dest	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats
AA	AVL-CLT	49	3,570	40	2,930	42	2,733	9	640	22.5%	21.8%	7	837	16.7%	30.6%
AA	CLT-AVL	49	3,570	40	2,930	42	2,733	9	640	22.5%	21.8%	7	837	16.7%	30.6%
AA	AVL-DFW	14	1,064	14	1,064	7	532	0	0	0.0%	0.0%	7	532	100.0%	100.0%
AA	DFW-AVL	14	1,064	14	1,064	6	456	0	0	0.0%	0.0%	8	608	133.3%	133.3%
AA	AVL-PHL	7	455	7	350	7	455	0	105	0.0%	30.0%	0	0	0.0%	0.0%
AA	PHL-AVL	7	455	7	350	7	455	0	105	0.0%	30.0%	0	0	0.0%	0.0%
DL	ATL-AVL	32	3,520	41	2,960	15	1,446	(9)	560	(22.0%)	18.9%	17	2,074	113.3%	143.4%
DL	AVL-ATL	32	3,520	41	2,960	15	1,446	(9)	560	(22.0%)	18.9%	17	2,074	113.3%	143.4%
DL	AVL-MSP	1	132	0	0	0	0	1	132	-	-	1	132	-	-
DL	MSP-AVL	1	132	0	0	0	0	1	132	-	-	1	132	-	-
G4	AUS-AVL	2	312	2	354	0	0	0	(42)	0.0%	(11.9%)	2	312	-	-
G4	AVL-AUS	2	312	2	354	0	0	0	(42)	0.0%	(11.9%)	2	312	-	-
G4	AVL-BOS	2	354	2	354	0	0	0	0	0.0%	0.0%	2	354	-	-
G4	BOS-AVL	2	354	2	354	0	0	0	0	0.0%	0.0%	2	354	-	-
G4	AVL-BWI	2	354	2	354	0	0	0	0	0.0%	0.0%	0	42	0.0%	13.5%
G4	BWI-AVL	2	354	2	354	2	312	0	0	0.0%	0.0%	0	42	0.0%	13.5%
G4	AVL-DEN	2	354	1	177	0	0	1	177	100.0%	100.0%	2	354	-	-
G4	DEN-AVL	2	354	1	177	0	0	1	177	100.0%	100.0%	2	354	-	-
G4	AVL-EWR	4	666	3	531	3	531	1	135	33.3%	25.4%	1	135	33.3%	25.4%
G4	EWR-AVL	4	666	3	531	3	531	1	135	33.3%	25.4%	1	135	33.3%	25.4%
G4	AVL-EYW	2	312	0	0	0	0	2	312	-	-	2	312	-	-
G4	EYW-AVL	2	312	0	0	0	0	2	312	-	-	2	312	-	-
G4	AVL-FLL	13	2,217	13	2,301	10	1,770	0	(84)	0.0%	(3.7%)	3	447	30.0%	25.3%
G4	FLL-AVL	13	2,217	13	2,301	10	1,770	0	(84)	0.0%	(3.7%)	3	447	30.0%	25.3%
G4	AVL-HOU	2	354	2	354	0	0	0	0	0.0%	0.0%	2	354	-	-
G4	HOU-AVL	2	354	2	354	0	0	0	0	0.0%	0.0%	2	354	-	-
G4	AVL-LAS	2	372	2	354	0	0	0	18	0.0%	5.1%	2	372	-	-
G4	LAS-AVL	2	372	2	354	0	0	0	18	0.0%	5.1%	2	372	-	-
G4	AVL-MDW	2	312	1	177	0	0	1	135	100.0%	76.3%	2	312	-	-
G4	MDW-AVL	2	312	1	177	0	0	1	135	100.0%	76.3%	2	312	-	-
G4	AVL-MSP	2	354	0	0	0	0	2	354	-	-	2	354	-	-
G4	MSP-AVL	2	354	0	0	0	0	2	354	-	-	2	354	-	-
G4	AVL-PBI	2	354	2	354	2	354	0	0	0.0%	0.0%	0	0	0.0%	0.0%
G4	PBI-AVL	2	354	2	354	2	354	0	0	0.0%	0.0%	0	0	0.0%	0.0%
G4	AVL-PGD	5	843	2	354	2	333	3	489	150.0%	138.1%	3	510	150.0%	153.2%
G4	PGD-AVL	5	843	2	354	2	333	3	489	150.0%	138.1%	3			



MEMORANDUM

TO: Members of the Airport Authority

FROM: Janet Burnette, Director of Finance & Accounting

DATE: January 6, 2022

ITEM DESCRIPTION – Information Section Item B

Greater Asheville Regional Airport – Explanation of Extraordinary Variances
Month of November 2021

SUMMARY

Operating Revenues for the month of November were \$1,614,185, 62.0% over budget. Operating Expenses for the month were \$692,984, 30.8% under budget. As a result, Net Operating Revenues before Depreciation were \$921,201. Net Non-Operating Revenues were \$390,533, 28.0% over budget. CARES Act funding in the amount of \$1,353,826 was also received, bringing Net Non-Operating Revenues to a total of \$1,744,359 which is 471.9% over budget.

Year-to-date Operating Revenues were \$8,675,257, 74.1% over budget. Year-to-date Operating Expenses were \$3,423,414, 31.7% under budget. Year-to-date Net Operating Revenues before Depreciation were \$5,251,843. Net Non-Operating Revenues for the year were \$5,543,656, 263.5% over budget.

REVENUES

Significant variations to budget for November were:

Term rentals – airlines	\$20,940	12.27%	Enplanements over budget
Concessions	\$13,648	37.96%	Enplanements over budget
Auto parking	\$281,670	83.18%	Enplanements over budget
Rental car-car rentals	\$243,284	194.63%	Enplanements over budget & increased rates
Land leases	\$19,635	116.64%	Golf course and FedEx leases
Other leases and fees	\$13,749	67.12%	Two LEO reimbursements from TSA

Information Section – Item B



EXPENSES

Significant variations to budget for November were:

Professional services	\$43,421	77.23%	Legal fees higher than anticipated
Other contractual services	(\$67,408)	(52.03%)	Invoicing less than anticipated
Utilities	(\$19,393)	(48.53%)	No invoices for water usage
Insurance	(\$40,835)	(146.54%)	No invoicing and refund received
Operating supplies	(\$27,050)	(68.49%)	Minimal supply purchases
Promotional activities	(\$15,429)	(62.83%)	Minimal promotional activity during month
Publications, memberships, etc	\$20,419	311.27%	ACI membership dues

STATEMENT OF NET ASSETS

Significant variations to prior month were:

Cash and Cash Equivalents – Cash and Cash Equivalents increased by \$3,611K mostly due to receipt of Federal grant funding, including CARES funding.

Construction in Progress – Construction in Progress increased by \$670K mostly due to the terminal design construction project.

Property and Equipment, Net – Property and Equipment, Net decreased by \$452K due to depreciation.

**ASHEVILLE REGIONAL AIRPORT
INVESTMENT AND INTEREST INCOME SUMMARY
As of November 30, 2021**

<u>Institution:</u>	<u>Interest Rate</u>	<u>Investment Amount</u>	<u>Monthly Interest</u>
Bank of America - Operating Account	0.80%	\$ 15,708,937	2,415
NC Capital Management Trust - Cash Portfolio		484,103	4
Petty Cash		200	
 <u>Restricted Cash:</u>			
BNY Mellon		709,692	
Bank of America - PFC Revenue Account	0.80%	12,170,784	1,953
 Total		 <u>\$ 29,073,716</u>	 <u>\$ 4,372</u>

Investment Diversification:

Banks	98%
NC Capital Management Trust	2%
Commercial Paper	0%
Federal Agencies	0%
US Treasuries	0%
	<u>100%</u>

**ASHEVILLE REGIONAL AIRPORT
STATEMENT OF CHANGES IN FINANCIAL POSITION
For the Month Ended November 30, 2021**

	Current Month	Prior Period
Cash and Investments Beginning of Period	\$ 25,462,167	\$ 24,108,385
Net Income/(Loss) Before Capital Contributions	2,213,278	1,324,452
Depreciation	452,281	452,281
Decrease/(Increase) in Receivables	979,375	(1,121,149)
Increase/(Decrease) in Payables	127,080	(58,145)
Decrease/(Increase) in Prepaid Expenses	-	-
Decrease/(Increase) in Fixed Assets	(670,054)	(1,289,720)
Principal Payments of Bond Maturities	-	-
Capital Contributions	509,589	2,046,063
Fund Balance Adjustment - P/Y Adjustment	-	-
Increase(Decrease) in Cash	3,611,549	1,353,782
Cash and Investments End of Period	\$ 29,073,716	\$ 25,462,167

**ASHEVILLE REGIONAL AIRPORT
STATEMENT OF FINANCIAL POSITION
As of November 30, 2021**

	Current Month	Last Month
<u>ASSETS</u>		
Current Assets:		
Unrestricted Net Assets:		
Cash and Cash Equivalents	\$16,193,240	\$13,309,504
Investments	0	0
Accounts Receivable	1,129,916	1,478,061
Passenger Facility Charges Receivable	250,000	600,000
Refundable Sales Tax Receivable	29,326	25,032
Grants Receivable	1,908,193	2,193,717
Prepaid Expenses	1,373,057	1,373,057
Inventory - Broadmoor	0	0
Total Unrestricted Assets	20,883,732	18,979,371
Restricted Assets:		
Cash and Cash Equivalents	12,880,476	12,152,662
Total Restricted Assets	12,880,476	12,152,662
Total Current Assets	33,764,208	31,132,033
Noncurrent Assets:		
Construction in Progress	134,148,515	133,478,461
Net Pension Asset - LGERS	(1,694,894)	(1,694,894)
Benefit Payment - OPEB	347,993	347,993
Contributions in Current Year	1,110,918	1,110,918
Property and Equipment - Net	71,362,612	71,814,894
Total Noncurrent Assets	205,275,144	205,057,372
	\$239,039,352	\$236,189,405
<u>LIABILITIES AND NET ASSETS</u>		
Current Liabilities:		
Payable from Unrestricted Assets:		
Accounts Payable & Accrued Liabilities	(\$93,549)	(\$85,370)
Customer Deposits	84,918	84,918
Unearned Revenue	251,842	146,438
Unearned Revenue - Constr	0	0
Construction Contracts Payable	0	0
Construction Contract Retainages	2,512,881	2,512,881
Revenue Bond Payable - Current	1,345,000	1,345,000
Interest Payable	149,275	119,420
Total Payable from Unrestricted Assets	4,250,367	4,123,287
Total Current Liabilities	4,250,367	4,123,287
Noncurrent Liabilities:		
Pension Deferrals - OPEB	229,725	229,725
Other Postemployment Benefits	1,316,093	1,316,093
Compensated Absences	524,744	524,744
Net Pension Obligation-LEO Special Separation Allowance	614,383	614,383
Revenue Bond Payable - Noncurrent	13,645,000	13,645,000
Total Noncurrent Liabilities	16,329,945	16,329,945
Total Liabilities	20,580,312	20,453,232
Net Assets:		
Invested in Capital Assets	190,521,127	190,303,355
Restricted	12,880,476	12,152,662
Unrestricted	15,057,437	13,280,156
Total Net Assets	218,459,040	215,736,173
	\$239,039,352	\$236,189,405



Income Statement

Through 11/30/21

Summary Listing

Classification	MTD Actual Amount	YTD Actual Amount	YTD Budget Amount	YTD Variance	Annual Budget Amount	Budget Less YTD Actual
Fund Category Governmental Funds						
Fund Type General Fund						
Fund 10 - General Fund						
<i>Operating revenues</i>						
Terminal space rentals - non airline	24,699.67	115,083.04	109,919.58	5,163.46	263,807.00	148,723.96
Terminal space rentals - airline	191,543.25	1,146,412.10	853,015.42	293,396.68	2,047,237.00	900,824.90
Landing fees	109,539.00	712,371.97	507,620.42	204,751.55	1,218,289.00	505,917.03
Concessions	49,606.78	327,174.33	179,791.67	147,382.66	431,500.00	104,325.67
Auto parking	620,293.07	3,172,959.07	1,693,117.50	1,479,841.57	4,063,482.00	890,522.93
Rental car - car rentals	368,283.80	1,975,438.49	625,000.00	1,350,438.49	1,500,000.00	(475,438.49)
Rental car - facility rent	59,394.95	296,974.75	296,731.25	243.50	712,155.00	415,180.25
Commerce ground transportation	20,298.83	88,236.15	54,166.67	34,069.48	130,000.00	41,763.85
FBOs	95,898.74	487,211.05	457,798.33	29,412.72	1,098,716.00	611,504.95
Building leases	3,923.77	33,057.74	18,797.50	14,260.24	45,114.00	12,056.26
Land leases	36,470.52	147,093.15	84,174.58	62,918.57	202,019.00	54,925.85
Other leases and fees	34,232.14	173,244.75	102,416.67	70,828.08	245,800.00	72,555.25
<i>Operating revenues Totals</i>	\$1,614,184.52	\$8,675,256.59	\$4,982,549.58	\$3,692,707.01	\$11,958,119.00	\$3,282,862.41
<i>Non-operating revenue and expense</i>						
Customer facility charges	178,092.00	962,353.00	583,333.33	379,019.67	1,400,000.00	437,647.00
Passenger facility charges	233,922.32	1,467,538.66	937,500.00	530,038.66	2,250,000.00	782,461.34
Broadmoor operating revenues	.00	293,179.23	.00	293,179.23	.00	(293,179.23)
Broadmoor operating expenses	.00	(172,652.00)	.00	(172,652.00)	.00	172,652.00
Cares Act grant	1,353,825.76	3,118,654.62	.00	3,118,654.62	.00	(3,118,654.62)
Interest revenue	4,372.02	19,857.67	4,166.67	15,691.00	10,000.00	(9,857.67)
Interest expense	(29,855.08)	(149,276.96)	.00	(149,276.96)	.00	149,276.96
Reimbursable cost expenses	.00	.00	.00	.00	.00	.00
Gain or loss on disposal of assets	.00	.00	.00	.00	.00	.00
P-card rebate	4,001.57	4,001.57	.00	4,001.57	.00	(4,001.57)
<i>Non-operating revenue and expense Totals</i>	\$1,744,358.59	\$5,543,655.79	\$1,525,000.00	\$4,018,655.79	\$3,660,000.00	(\$1,883,655.79)



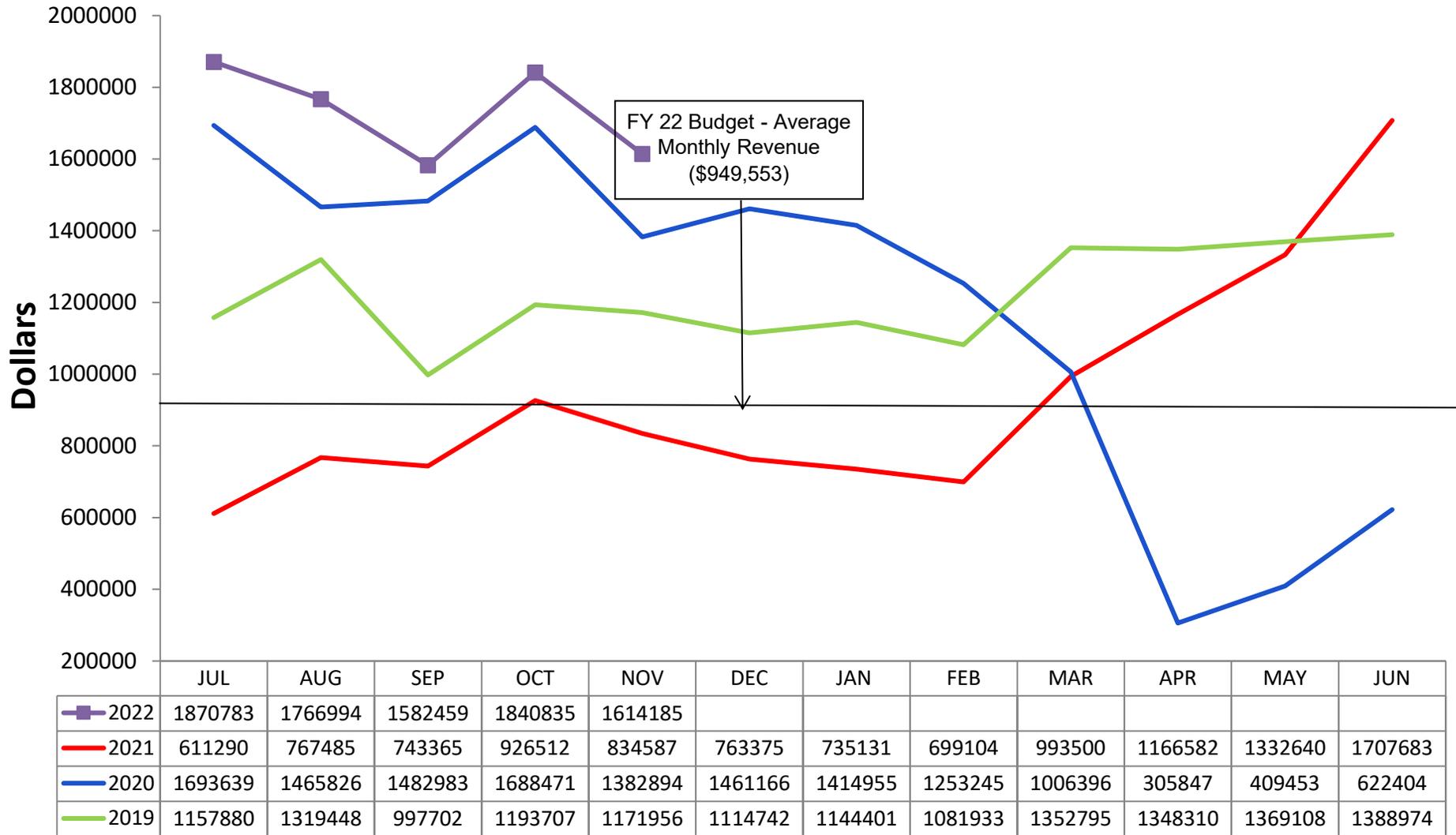
Income Statement

Through 11/30/21

Summary Listing

Classification	MTD Actual Amount	YTD Actual Amount	YTD Budget Amount	YTD Variance	Annual Budget Amount	Budget Less YTD Actual
Capital contributions	509,589.13	3,943,384.08	.00	3,943,384.08	.00	(3,943,384.08)
<i>Operating expenses</i>						
Personnel services	435,673.56	2,263,957.38	2,937,516.67	(673,559.29)	7,050,040.00	4,786,082.62
Professional services	99,646.17	223,260.31	281,125.00	(57,864.69)	674,700.00	451,439.69
Other contractual services	62,138.53	380,339.28	647,732.50	(267,393.22)	1,554,558.00	1,174,218.72
Travel and training	5,474.24	33,351.50	73,604.17	(40,252.67)	176,650.00	143,298.50
Communications	3,549.99	18,517.15	25,516.67	(6,999.52)	61,240.00	42,722.85
Utility services	20,571.09	108,996.36	199,819.58	(90,823.22)	479,567.00	370,570.64
Rentals and leases	4,101.62	9,320.03	6,379.17	2,940.86	15,310.00	5,989.97
Insurance	(12,968.00)	12,880.00	139,333.33	(126,453.33)	334,400.00	321,520.00
Advertising, printing and binding	233.66	1,016.93	6,658.33	(5,641.40)	15,980.00	14,963.07
Promotional activities	9,127.56	77,029.68	122,781.25	(45,751.57)	294,675.00	217,645.32
Other current charges and obligations	4,775.61	27,909.40	32,979.17	(5,069.77)	79,150.00	51,240.60
Operating supplies	12,444.64	133,802.73	197,472.92	(63,670.19)	473,935.00	340,132.27
Publications, subscriptions, memberships, etc.	25,384.57	37,117.80	24,825.00	12,292.80	59,580.00	22,462.20
Repairs and maintenance	18,959.27	65,428.36	88,458.33	(23,029.97)	212,300.00	146,871.64
Small equipment	3,871.82	30,487.16	39,375.00	(8,887.84)	94,500.00	64,012.84
Contingency	.00	.00	41,666.67	(41,666.67)	100,000.00	100,000.00
Emergency repairs	.00	.00	20,833.33	(20,833.33)	50,000.00	50,000.00
Business development	.00	.00	125,000.00	(125,000.00)	300,000.00	300,000.00
<i>Operating expenses Totals</i>	\$692,984.33	\$3,423,414.07	\$5,011,077.08	(\$1,587,663.01)	\$12,026,585.00	\$8,603,170.93
<i>Depreciation</i>						
Depreciation	452,281.00	2,261,405.00	.00	2,261,405.00	.00	(2,261,405.00)
<i>Depreciation Totals</i>	\$452,281.00	\$2,261,405.00	\$0.00	\$2,261,405.00	\$0.00	(\$2,261,405.00)
Grand Totals						
REVENUE TOTALS	3,868,132.24	18,162,296.46	6,507,549.58	11,654,746.88	15,618,119.00	(2,544,177.46)
EXPENSE TOTALS	1,145,265.33	5,684,819.07	5,011,077.08	673,741.99	12,026,585.00	6,341,765.93
Grand Total Net Gain (Loss)	\$2,722,866.91	\$12,477,477.39	\$1,496,472.50	\$10,981,004.89	\$3,591,534.00	\$8,885,943.39

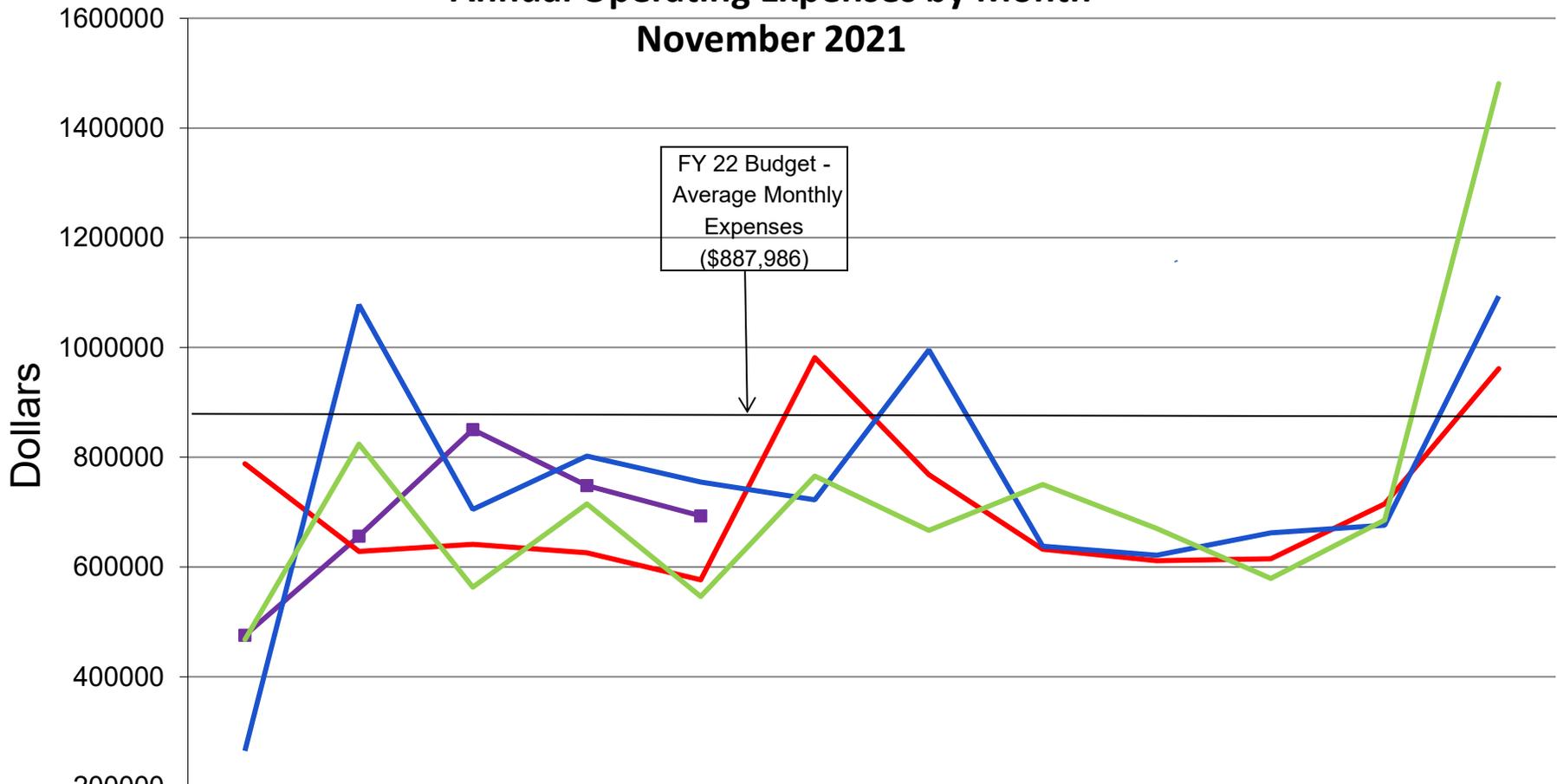
ASHEVILLE REGIONAL AIRPORT Annual Operating Revenue by Month November 2021



ASHEVILLE REGIONAL AIRPORT

Annual Operating Expenses by Month

November 2021

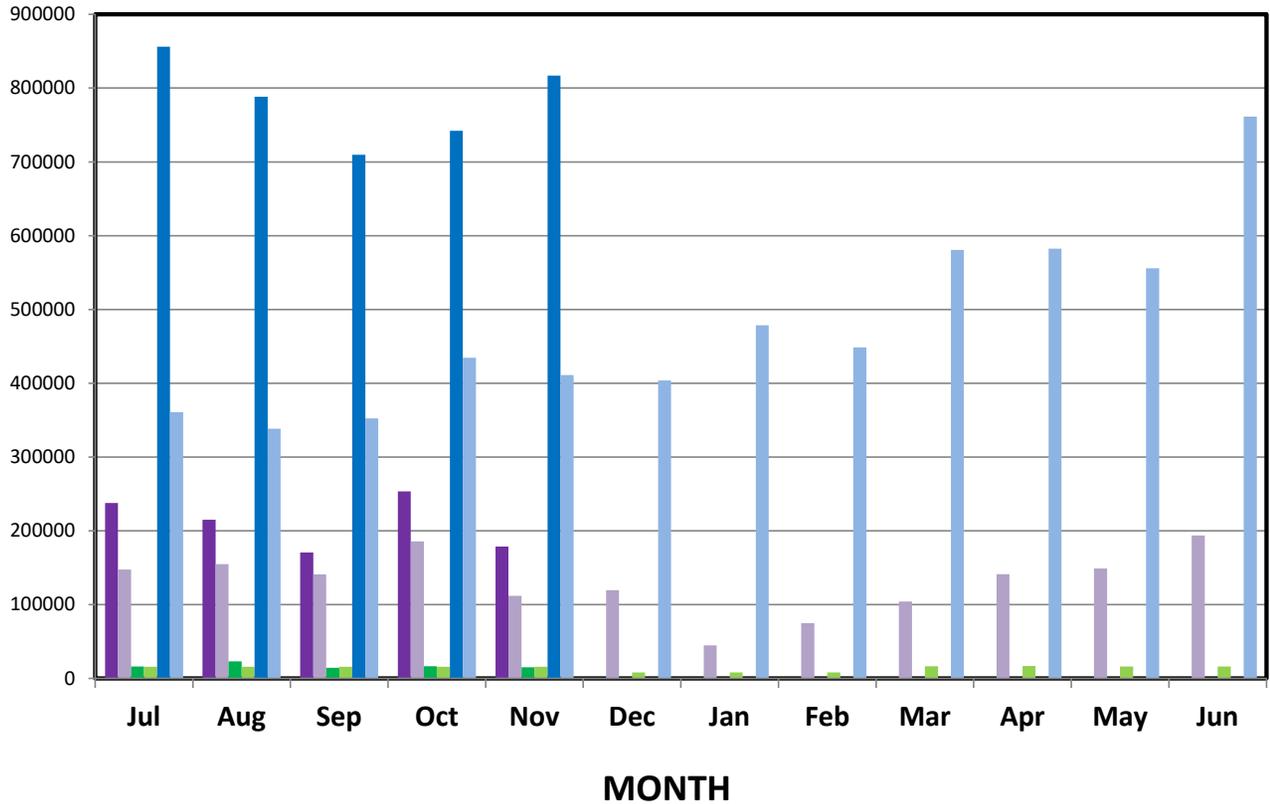


FY 22 Budget -
Average Monthly
Expenses
(\$887,986)

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
2022	475489	656101	850419	748420	692984							
2021	788272	628561	641559	625891	576630	981507	768156	632342	611610	614830	714835	961373
2020	264978	1077831	704819	802144	754800	722727	995620	637669	621479	662302	676330	1093523
2019	467701	823824	563350	714938	546502	766012	666544	750376	670406	579071	685414	1480804

**ASHEVILLE REGIONAL AIRPORT
FUEL SALES - GALLONS
November 2021**

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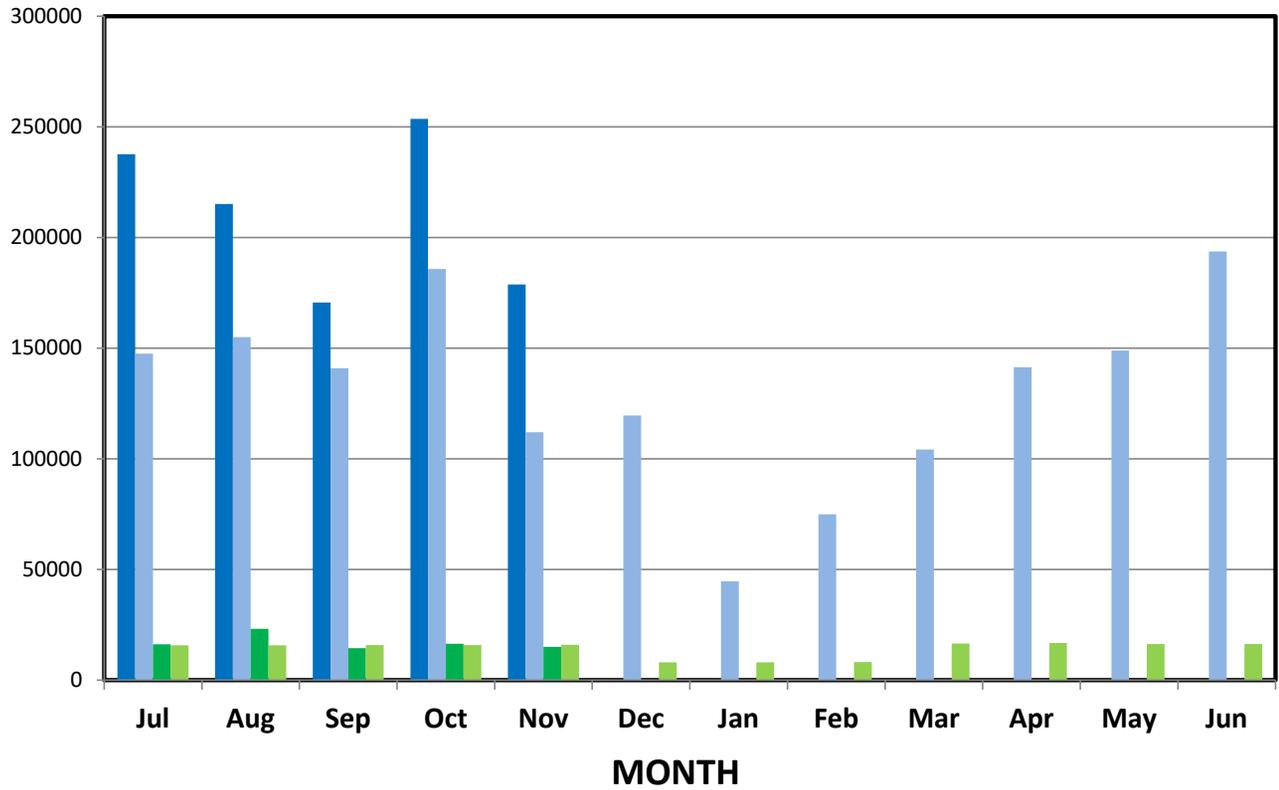


- Jet A FY22
- Jet A - FY21
- 100LL - FY22
- 100LL - FY21
- Airline - FY22
- Airline - FY21

Jet A - 178,750 Gallons
100LL - 15,036 Gallons
Airline - 816,888 Gallons

**ASHEVILLE REGIONAL AIRPORT
GENERAL AVIATION FUEL SALES - GALLONS
November 2021**

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- Jet A - FY22
- Jet A - FY21
- 100LL - FY22
- 100LL - FY21

Jet A - 178,750 Gallons
100LL - 15,036 Gallons

Design Phase														
Project Number	Project Name	Project Description	Professional Services Consultant	Professional Services Contract	General Contractor	Original Construction Contract	Change Orders (thru 01/01/2022)	Percent of Original Contract	Board Approved Project Cost	Percent Complete	Expensed to Date (thru 01/01/2022)	Start Date	End Date	Current Project Status (as of 01/01/2022)
1	Apron Expansion South	Terminal apron to be expanded and added for aircraft use.	Parrish and Partners	\$821,196.00	N/A	N/A	\$915,061.00	111.4%	\$1,736,257	93.0%	\$1,614,573	Nov-18	Dec-21	Project Management in process.
2	Terminal Building Renovations	Phase 2 - Terminal Building Modernization Design	Gresham Smith	\$12,608,794.00	N/A	N/A	\$0.00	0.0%	\$12,608,794	63.3%	\$7,975,877	Nov-19	Mar-22	Design Development continues to progress.
3	Terminal Building Renovations	Pre-Construction CMR	Hensel Phelps	\$1,088,270.00	N/A	N/A	\$0.00	0.0%	\$1,088,270	80.3%	\$874,361	Dec-20	Mar-22	CMR Pre-Construction phase services.
4	Air Traffic Control Tower	Design new facility	Pond Company	\$4,157,923.00	N/A	N/A	\$0.00	0.0%	\$4,157,923	8.8%	\$366,377	Mar-21	Sep-22	Design is progressing.
5	Parking Lot D Restart	Continue design of parking lot across highway 280.	AVCON	\$25,000.00	N/A	N/A	\$0.00	0.0%	\$25,000	38.0%	\$9,509	Jun-21	Dec-21	Awaiting permits to commence work.
6	South GA Apron Rehabilitation	Design apron rehabilitation	Parrish and Partners	\$565,432.00	N/A	N/A	\$0.00	0.0%	\$565,432	6.9%	\$38,943	Jun-21	Apr-22	Design is progressing.
7	Airport Master Plan	Update current Master Plan	CHA	\$989,004.00	N/A	N/A	\$0.00	0.0%	\$989,004	0.0%	\$0	Jul-21	Sep-22	Document preparation continues.
Construction Phase														
Project Number	Project Name	Project Description	Professional Services Consultant	Professional Services Contract	General Contractor	Original Construction Contract	Change Orders (thru 01/01/2022)	Percent of Original Contract	Board Approved Project Cost	Percent Complete	Expensed to Date (thru 01/01/2022)	Start Date	End Date	Current Project Status (as of 01/01/2022)
1	Apron Expansion South	Terminal apron to be expanded and added for aircraft use.	Parrish and Partners	Amount in Design Fees	Zachary Construction	\$9,087,857	\$305,066	3.36%	\$9,542,250	61.0%	\$5,730,278	Sep-19	Dec-21	Resolution of pavement is under review. Final close out documents are being prepared.
2	Parking Lot D Restart	Construct parking lot across highway 280	AVCON Inc	Amount in Design Fees	Chatham Civil Construction	\$297,567	\$0	0.00%	\$489,328	0.0%	\$0	Aug-21	Apr-22	Construction pending permits issuance.
									*(bal of approved contract)					

Key strategic priorities

Governance vs. Management : Focus on setting governing direction (“guard rails”) for the organizational and holding management accountable for the execution of operational tactics. Pursue continuous educational opportunities for Authority Member development.

1. **Organizational Relevance**: Remaining relevant in an era of airport consolidation
2. **Financial Stewardship**: Sustainability/Operating Performance/Audit & Compliance
3. **Municipal Relations**: Positive relationships with all municipalities surrounding the airport
4. **Stakeholder Relations**: Positive relationships with neighbors and other community organizations
5. **Community Image**: Public Perception/Public Relations/Customer Service/Legal Entity
6. **Facilities Stewardship**: Future Master Facilities Plan
7. **Environmental Stewardship**: Accountability/Awareness of Environmental Issues
8. **Economic Development**: Engage Community Partners/Airline Service Development
9. **Vendor-Partner Relations**: General Aviation/Rental Car Agencies/Vendors
10. **Public Safety**: Airport Emergency Safety/TSA Relations/Municipal Partners
11. **Organizational Accountability**: Executive Director Supervision