



# AIA® Document A101® – 2017

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

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

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

Union County, North Carolina  
500 N. Main Street  
Monroe, NC 28112

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

Connectivity, LLC.  
45 Odell School Road  
Suite H  
Concord, NC 28027

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

Union County Structured Cabling  
Sheriff's Office  
Emergency Services Complex  
Southwest Regional Library

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

Optima Engineering  
1927 S. Tryon Street  
Suite 300  
Charlotte, NC 28203

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

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

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

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

## TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
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## EXHIBIT A INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

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

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents or reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. Except as expressly provided for in the Contract Documents to the contrary, the Contractor at its sole cost, risk, and expense shall construct, equip, provide, purchase, pay for, and furnish all of the Work in accordance with the Contract Documents and governmental codes and regulations as they apply to performance of the Work.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

- ☐ The date of this Agreement.
- ☒ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

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

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

Init.

### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

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

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

☐ [ ] By the following date:

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

Portion of Work	Substantial Completion Date
Sheriff's Office	In coordination with the building Contractor the date shall be March 18, 2022.
Emergency Services Complex	In coordination with the building Contractor the date shall be May 1, 2022.
Southwest Regional Library	In coordination with the building Contractor the date shall be December 2, 2022.

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

### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Eight Hundred Five Thousand Three Hundred Ten Dollars and Twenty Three Cents (\$ 805,310.23 ), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

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

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

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
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§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
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§ 4.4 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
Cable Tray – 18" Ladder	per linear foot	\$46.72
Cable Tray – 18" Solid Bottom	per linear foot	\$73.62
Fiber Optic Cable – 12 Strand OM4	per linear foot	\$8.05
Data Cable – Single CAT 6A	per linear foot	\$245.00

Init.

Unit prices are considered complete and include (i) all materials, equipment, labor, delivery, installation, overhead, and profit; and (ii) any other costs or expenses in connection with, or incidental to, the performance of that portion of the Work to which such unit prices apply.

**§ 4.5** Liquidated damages, if any:

*(Insert terms and conditions for liquidated damages, if any.)*

**§ 4.5.1** The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that the Owner has relied on the Contractor's duty to achieve Substantial Completion of the Work within the Contract Time. The Contractor further acknowledges and agrees that if the Contractor fails to cause the Substantial Completion of any portion of the Work within the Contract Time, the Owner will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, the Owner and the Contractor agree as set forth in this Section 4.5.

**§ 4.5.2** If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the amount of One Thousand Five Hundred Dollars \_\_\_\_\_ Dollars (\$1,500.00\_) per day, commencing upon the first day following expiration of the Contract Time and continuing until the date that the Contractor achieves Substantial Completion of the entire Work. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Owner will incur as a result of delayed completion of the Work.

**§ 4.5.3** The Owner may deduct liquidated damages described in Subsection 4.5.2 from any unpaid amounts then or thereafter due the Contractor under the Contract Documents, as provided herein and otherwise in the Contract Documents. Any liquidated damages not so deducted from any unpaid amount due the Contractor shall be payable by the Contractor to the Owner together with interest from the date of the demand at the highest interest rate allowed by applicable law.

**§ 4.5.4** Notwithstanding anything to the contrary in the Contract Documents, if the Owner is unable to recover any portion of liquidated damages in accordance with the terms and conditions of Section 4.5 because any portion of Section 4.5 is found to be unenforceable or invalid as a penalty or otherwise, then the Owner shall be entitled to recover from the Contractor all of the Owner's actual damages in connection with any failure by the Contractor to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, consequential damages.

**§ 4.6** Other:

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

Notwithstanding anything herein to the contrary, the amount expended under this Contract shall not exceed the Contract Sum set forth in Section 4.1 without the execution of a Modification.

**ARTICLE 5 PAYMENTS**

**§ 5.1 Progress Payments**

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

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

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty-five ( 45 ) days after the Architect receives the Application for Payment.

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*(Federal, state or local laws may require payment within a certain period of time.)*

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

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

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

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

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

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

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

#### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage as set forth in Section 5.1.7:

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

The Owner shall make progress payments on account of the Contract Price on the basis of the Contractor's Applications for Payment as recommended by the Architect monthly. Until the Work is fifty percent (50%) completed, retainage will be five percent (5%) of any progress payment due to the Contractor. The Work shall be deemed fifty percent (50%) complete when the Contractor's gross project invoices, excluding the value of materials stored off-site, equal or exceed fifty percent (50%) of the value of the Contract, except the value of materials stored on-site shall not exceed twenty percent (20%) of the Contractor's gross project invoices for the purpose of determining whether the Work is fifty percent (50%) complete.

*(Paragraphs deleted)*

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

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

When the Work is fifty percent (50%) complete, and if the Contractor continues to perform satisfactorily and any nonconforming Work identified and noticed prior to that time by the Architect or the Owner has been corrected by the Contractor and accepted by the Architect and the Owner, no further retainage shall be retained from progress



payments due to the Contractor. However, following fifty percent (50%) completion of the Work, the Owner may withhold additional retainage from a subsequent progress payment, not to exceed five percent (5%) in order to allow the Owner to retain two and one-half percent (2.5%) total retainage through the completion of the Work. Subsequent to reducing retainage, the full retainage of payments authorized (up to five percent (5%) of each subsequent progress payment application) may be reinstated if the Owner determines the Contractor's performance is unsatisfactory.

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

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

The Owner may retain sufficient funds to secure completion of the Work or correction of any of the Work. If the Owner retain such funds, the amount retained shall not exceed two and one-half (2 ½) times the estimated value of the Work remaining to be completed or corrected.

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

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

**§ 5.1.10** Consent of the Surety shall be obtained before any retainage is paid by the Owner. Consent of the Surety, signed by an agent, must be accompanied by a certified copy of such agent's authority to act for the Surety.

## **§ 5.2 Final Payment**

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

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

**§ 5.2.2** The Owner's final payment to the Contractor shall be made no later than 45 days after the issuance of the Architect's final Certificate for Payment, or as follows:

## **§ 5.3 Interest**

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

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

12 % per annum, or the maximum rate allowed by applicable law, if less, for such time as interest may accrue and no more.

## **ARTICLE 6 DISPUTE RESOLUTION**

### **§ 6.1 Initial Decision Maker**

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

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

## § 6.2 Binding Dispute Resolution

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

*(Check the appropriate box.)*

☒ [ X ] Litigation in a court of competent jurisdiction

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

## ARTICLE 7 TERMINATION OR SUSPENSION

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

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)*

N/A (No termination fee)

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

## ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner’s representative:

*(Name, address, email address, and other information)*

Chris Boyd  
Facilities Director  
1407 Airport Road  
Monroe, NC 28110

§ 8.3 The Contractor’s representative:

*(Name, address, email address, and other information)*

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

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## § 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

*(Paragraphs deleted)*

## § 8.7 Other provisions:

The Contractor represents and warrants the following to the Owner (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Contract, which representations and warranties shall survive the execution and delivery of this Contract, any termination of this Contract, and the final completion of the Work:

- (i) that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;
- (ii) that it is able to furnish the plant, tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;
- (iii) that it is authorized to do business in the State of North Carolina and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the Project, including, without limitation, a valid North Carolina general contractor's license;
- (iv) that its execution of this Contract and its performance thereof is within its duly authorized powers;
- (v) that its duly authorized representatives has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents; and
- (vi) that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendent of projects of the size, complexity, and nature of this Project, and it will perform the Work with the care, skill, and diligence of such a contractor.

The foregoing warranties are in addition to, and not in lieu of, any and all other liability imposed upon the Contractor by law with respect to the Contractor's duties, obligations, and performance hereunder. The Contractor acknowledges that the Owner is relying upon the Contractor's skill and experience in connection with the Work called for hereunder.

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction

*(Paragraph deleted)*

- .5 Drawings: The drawings are separately bound and are therefore not attached to this agreement.

Number	Title	Date
TE001	Technology Legend and Notes	9.9.2021
TE100	Telecom Site Plan - ESC	9.9.2021
TE101	Overall First Floor Plan - ESC	9.9.2021
TE1-02	Overall First Floor Cable Tray Plan - ESC	9.9.2021
TE103	Enlarged Telecom Plans - ESC	9.9.2021
TE104	Telecom Riser Diagram - ESC	9.9.2021
TE200	Telecom Site Plan - SO	9.9.2021
TE201	Overall First Floor Telecom Plan - SO	9.9.2021
TE202	Overall Second Floor Telecom Plan - SO	9.9.2021
TE203	Enlarged Telecom Plans - SO	9.9.2021
TE204	Telecom Riser Diagram – SO	9.9.2021

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TE301	Overall First Floor Plan - SWRL	9.9.2021
TE400	Telecom Details	9.9.2021
TE401	Telecom Details	9.9.2021

- .6 Specifications: The specifications are separately bound and are therefore not attached to this agreement.

Section	Title	Date	Pages
00 01 01	Project Title Page	6.14.2021	1
00 01 10	Table of Contents	6.14.2021	1
00 11 13	Advertisement for Bids	6.14.2021	2
00 21 00	Instructions to Bidders	6.14.2021	2
00 22 00	Supplementary Instructions to Bidders	6.14.2021	12
00 25 00	Pre Bid Meetings	6.14.2021	6
00 41 13	Bid Form – Stipulated Sum	6.14.2021	3
00 43 13	Bid Security Form	6.14.2021	1
00 43 13.16	Bid Form Checklist	6.14.2021	1
00 43 28	Tax Rebate Form	6.14.2021	3
00 43 39.13	Guidelines for Recruitment and Selection of Minority Business	6.14.2021	12
00 45 19	Non-Collusion Affidavit	6.14.2021	1
00 45 36	Equal Opportunity Employment Affidavit	6.14.2021	1
00 45 39	MBE Provisions Affidavit	6.14.2021	7
00 52 00	Agreement Forms	6.14.2021	1
00 61 00	Bond Forms	6.14.2021	1
00 62 00	Certificate of Insurance	6.14.2021	1
00 72 00	General Conditions of the Contract for Construction	6.14.2021	1
00 73 00	Supplementary General Conditions	6.14.2021	20
01 10 00	Summary	6.14.2021	3
01 26 00	Contract Modifications Procedures	6.14.2021	2
01 29 00	Payment Procedures	6.14.2021	3
01 31 00	Project Management and Coordination	6.14.2021	5
01 32 00	Construction Progress Documentation	6.14.2021	3
01 33 00	Submittal Procedures	6.14.2021	8
01 40 00	Quality Requirements	6.14.2021	6
01 41 00	Special Inspections	6.14.2021	21
01 42 00	References	6.14.2021	3
01 50 00	Temporary Facilities and Controls	6.14.2021	5
01 60 00	Product Requirements	6.14.2021	6
01 73 00	Execution	6.14.2021	5
01 73 29	Cutting and Patching	6.14.2021	3
01 74 19	Construction Waste Management and Disposal	6.14.2021	5
01 77 00	Closeout Procedures	6.14.2021	4
01 78 23	Operation and Maintenance Data	6.14.2021	5
01 78 39	Project Record Documents	6.14.2021	3
01 79 00	Demonstration and Training	6.14.2021	2
27 00 00	Basic Telecommunications Requirements	6.14.2021	8
27 05 26	Grounding and Bonding for Communications Systems	6.14.2021	7
27 05 36	Cable Trays for Communications Systems	6.14.2021	5
27 05 53	Identification for Communications Systems	6.14.2021	5
27 11 16	Communications Racks, Frames, and Enclosures	6.14.2021	6

27 13 13	Communications Copper Backbone Cabling	6.14.2021	8
27 13 23	Communications Optical Fiber Backbone Cabling	6.14.2021	7
27 13 33	CATV Coaxial Backbone Cabling	6.14.2021	7
27 15 13	Communications Copper Horizontal Cabling	6.14.2021	7
27 15 33	CATV Coaxial Horizontal Cabling	6.14.2021	7

(Paragraphs deleted)

**.7** Addenda, if any:

Number	Date	Pages
Addendum 1	September 13, 2021	2
Addendum 2	September 24	8

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

**.8** Other Exhibits:

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

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

☐ The Sustainability Plan:

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

☐ Supplementary and other Conditions of the Contract:

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

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

Performance Bond  
Payment Bond  
Notice to Proceed  
Minority Participation Forms (Guidelines for Recruitment and Selection of Minority Businesses for Participation in Union County Construction Contracts, pages 1-13; Identification of HUB Certified/Minority Business Participation Form; Affidavits A-D, if required by the terms thereof; and Appendix E, MBE Documentation for Contract Payments

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

Init.

OWNER (Signature)

William M. Watson, County Manager  
(Printed name and title)

CONTRACTOR (Signature)

Kelly Bright, Owner  
(Printed name and title)



Init.

/

# **Additions and Deletions Report for**

## **AIA® Document A101® – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:25:48 ET on 11/04/2021.

### **PAGE 1**

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Monroe, NC 28112

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### **PAGE 2**

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...  
[ ☒ ] A date set forth in a notice to proceed issued by the Owner.  
PAGE 3

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

...  

<u>Sheriff's Office</u>	<u>In coordination with the building Contractor the date shall be March 18, 2022.</u>
<u>Emergency Services Complex</u>	<u>In coordination with the building Contractor the date shall be May 1, 2022.</u>
<u>Southwest Regional Library</u>	<u>In coordination with the building Contractor the date shall be December 2, 2022.</u>

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...  

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<u>Cable Tray – 18" Solid Bottom</u>	<u>per linear foot</u>	<u>\$73.62</u>
<u>Fiber Optic Cable – 12 Strand OM4</u>	<u>per linear foot</u>	<u>\$8.05</u>
<u>Data Cable – Single CAT 6A</u>	<u>per linear foot</u>	<u>\$245.00</u>

Unit prices are considered complete and include (i) all materials, equipment, labor, delivery, installation, overhead, and profit; and (ii) any other costs or expenses in connection with, or incidental to, the performance of that portion of the Work to which such unit prices apply.

#### PAGE 4

**§ 4.5.1** The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that the Owner has relied on the Contractor's duty to achieve Substantial Completion of the Work within the Contract Time. The Contractor further acknowledges and agrees that if the Contractor fails to cause the Substantial Completion of any portion of the Work within the Contract Time, the Owner will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, the Owner and the Contractor agree as set forth in this Section 4.5.

**§ 4.5.2** If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the amount of One Thousand Five Hundred Dollars \_\_\_\_\_ Dollars (\$1,500.00 ) per day, commencing upon the first day following expiration of the Contract Time and continuing until the date that the Contractor achieves Substantial Completion of the entire Work. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Owner will incur as a result of delayed completion of the Work.

**§ 4.5.3** The Owner may deduct liquidated damages described in Subsection 4.5.2 from any unpaid amounts then or thereafter due the Contractor under the Contract Documents, as provided herein and otherwise in the Contract Documents. Any liquidated damages not so deducted from any unpaid amount due the Contractor shall be payable by the Contractor to the Owner together with interest from the date of the demand at the highest interest rate allowed by applicable law.

§ 4.5.4 Notwithstanding anything to the contrary in the Contract Documents, if the Owner is unable to recover any portion of liquidated damages in accordance with the terms and conditions of Section 4.5 because any portion of Section 4.5 is found to be unenforceable or invalid as a penalty or otherwise, then the Owner shall be entitled to recover from the Contractor all of the Owner's actual damages in connection with any failure by the Contractor to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, consequential damages.

...

Notwithstanding anything herein to the contrary, the amount expended under this Contract shall not exceed the Contract Sum set forth in Section 4.1 without the execution of a Modification.

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty-five ( 45 ) days after the Architect receives the Application for Payment.

**PAGE 5**

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due: retainage as set forth in Section 5.1.7:

...

The Owner shall make progress payments on account of the Contract Price on the basis of the Contractor's Applications for Payment as recommended by the Architect monthly. Until the Work is fifty percent (50%) completed, retainage will be five percent (5%) of any progress payment due to the Contractor. The Work shall be deemed fifty percent (50%) complete when the Contractor's gross project invoices, excluding the value of materials stored off-site, equal or exceed fifty percent (50%) of the value of the Contract, except the value of materials stored on-site shall not exceed twenty percent (20%) of the Contractor's gross project invoices for the purpose of determining whether the Work is fifty percent (50%) complete.

§ 5.1.7.1.1 The following items are not subject to retainage:

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

...

When the Work is fifty percent (50%) complete, and if the Contractor continues to perform satisfactorily and any nonconforming Work identified and noticed prior to that time by the Architect or the Owner has been corrected by the Contractor and accepted by the Architect and the Owner, no further retainage shall be retained from progress payments due to the Contractor. However, following fifty percent (50%) completion of the Work, the Owner may withhold additional retainage from a subsequent progress payment, not to exceed five percent (5%) in order to allow the Owner to retain two and one-half percent (2.5%) total retainage through the completion of the Work. Subsequent to reducing retainage, the full retainage of payments authorized (up to five percent (5%) of each subsequent progress payment application) may be reinstated if the Owner determines the Contractor's performance is unsatisfactory.

**PAGE 6**

The Owner may retain sufficient funds to secure completion of the Work or correction of any of the Work. If the Owner retain such funds, the amount retained shall not exceed two and one-half (2 ½) times the estimated value of the Work remaining to be completed or corrected.



...

**§ 5.1.10** Consent of the Surety shall be obtained before any retainage is paid by the Owner. Consent of the Surety, signed by an agent, must be accompanied by a certified copy of such agent's authority to act for the Surety.

...

**§ 5.2.2** The Owner's final payment to the Contractor shall be made no later than ~~30~~45 days after the issuance of the Architect's final Certificate for Payment, or as follows:

...

12 % per annum, or the maximum rate allowed by applicable law, if less, for such time as interest may accrue and no more.

**PAGE 7**

☐ ~~Arbitration pursuant to Section 15.4 of AIA Document A201-2017~~

☒ Litigation in a court of competent jurisdiction

☐ ~~Other (Specify)~~

...

N/A (No termination fee)

...

Chris Boyd  
Facilities Director  
1407 Airport Road  
Monroe, NC 28110

**PAGE 8**

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

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

The Contractor represents and warrants the following to the Owner (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Contract, which representations and warranties shall survive the execution and delivery of this Contract, any termination of this Contract, and the final completion of the Work:

- (i) that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;
- (ii) that it is able to furnish the plant, tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;
- (iii) that it is authorized to do business in the State of North Carolina and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the Project, including, without limitation, a valid North Carolina general contractor's license;

- (iv) that its execution of this Contract and its performance thereof is within its duly authorized powers;
- (v) that its duly authorized representatives has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents; and
- (vi) that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendent of projects of the size, complexity, and nature of this Project, and it will perform the Work with the care, skill, and diligence of such a contractor.

The foregoing warranties are in addition to, and not in lieu of, any and all other liability imposed upon the Contractor by law with respect to the Contractor's duties, obligations, and performance hereunder. The Contractor acknowledges that the Owner is relying upon the Contractor's skill and experience in connection with the Work called for hereunder.

...

- .4 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
(Insert the date of the E203-2013 incorporated into this Agreement.)
- .5 Drawings: The drawings are separately bound and are therefore not attached to this agreement.

Number	Title	Date
TE001	Technology Legend and Notes	9.9.2021
TE100	Telecom Site Plan - ESC	9.9.2021
TE101	Overall First Floor Plan - ESC	9.9.2021
TE1-02	Overall First Floor Cable Tray Plan - ESC	9.9.2021
TE103	Enlarged Telecom Plans - ESC	9.9.2021
TE104	Telecom Riser Diagram - ESC	9.9.2021
TE200	Telecom Site Plan - SO	9.9.2021
TE201	Overall First Floor Telecom Plan - SO	9.9.2021
TE202	Overall Second Floor Telecom Plan - SO	9.9.2021
TE203	Enlarged Telecom Plans - SO	9.9.2021
TE204	Telecom Riser Diagram - SO	9.9.2021
TE301	Overall First Floor Plan - SWRL	9.9.2021
TE400	Telecom Details	9.9.2021
TE401	Telecom Details	9.9.2021

- .6 Specifications: The specifications are separately bound and are therefore not attached to this agreement.
- .5 Drawings

Number	Title	Date	
Section	Title	Date	Pages
00 01 01	Project Title Page	6.14.2021	1
00 01 10	Table of Contents	6.14.2021	1
00 11 13	Advertisement for Bids	6.14.2021	2
00 21 00	Instructions to Bidders	6.14.2021	2
00 22 00	Supplementary Instructions to Bidders	6.14.2021	12
00 25 00	Pre Bid Meetings	6.14.2021	6
00 41 13	Bid Form – Stipulated Sum	6.14.2021	3
00 43 13	Bid Security Form	6.14.2021	1
00 43 13.16	Bid Form Checklist	6.14.2021	1
00 43 28	Tax Rebate Form	6.14.2021	3
00 43 39.13	Guidelines for Recruitment and Selection of Minority Business	6.14.2021	12
00 45 19	Non-Collusion Affidavit	6.14.2021	1

00 45 36	<u>Equal Opportunity Employment Affidavit</u>	6.14.2021	1
00 45 39	<u>MBE Provisions Affidavit</u>	6.14.2021	7
00 52 00	<u>Agreement Forms</u>	6.14.2021	1
00 61 00	<u>Bond Forms</u>	6.14.2021	1
00 62 00	<u>Certificate of Insurance</u>	6.14.2021	1
00 72 00	<u>General Conditions of the Contract for Construction</u>	6.14.2021	1
00 73 00	<u>Supplementary General Conditions</u>	6.14.2021	20
01 10 00	<u>Summary</u>	6.14.2021	3
01 26 00	<u>Contract Modifications Procedures</u>	6.14.2021	2
01 29 00	<u>Payment Procedures</u>	6.14.2021	3
01 31 00	<u>Project Management and Coordination</u>	6.14.2021	5
01 32 00	<u>Construction Progress Documentation</u>	6.14.2021	3
01 33 00	<u>Submittal Procedures</u>	6.14.2021	8
01 40 00	<u>Quality Requirements</u>	6.14.2021	6
01 41 00	<u>Special Inspections</u>	6.14.2021	21
01 42 00	<u>References</u>	6.14.2021	3
01 50 00	<u>Temporary Facilities and Controls</u>	6.14.2021	5
01 60 00	<u>Product Requirements</u>	6.14.2021	6
01 73 00	<u>Execution</u>	6.14.2021	5
01 73 29	<u>Cutting and Patching</u>	6.14.2021	3
01 74 19	<u>Construction Waste Management and Disposal</u>	6.14.2021	5
01 77 00	<u>Closeout Procedures</u>	6.14.2021	4
01 78 23	<u>Operation and Maintenance Data</u>	6.14.2021	5
01 78 39	<u>Project Record Documents</u>	6.14.2021	3
01 79 00	<u>Demonstration and Training</u>	6.14.2021	2
27 00 00	<u>Basic Telecommunications Requirements</u>	6.14.2021	8
27 05 26	<u>Grounding and Bonding for Communications Systems</u>	6.14.2021	7
27 05 36	<u>Cable Trays for Communications Systems</u>	6.14.2021	5
27 05 53	<u>Identification for Communications Systems</u>	6.14.2021	5
27 11 16	<u>Communications Racks, Frames, and Enclosures</u>	6.14.2021	6
27 13 13	<u>Communications Copper Backbone Cabling</u>	6.14.2021	8
27 13 23	<u>Communications Optical Fiber Backbone Cabling</u>	6.14.2021	7
27 13 33	<u>CATV Coaxial Backbone Cabling</u>	6.14.2021	7
27 15 13	<u>Communications Copper Horizontal Cabling</u>	6.14.2021	7
27 15 33	<u>CATV Coaxial Horizontal Cabling</u>	6.14.2021	7

## **.6—Specifications**

<b>Section</b>	<b>Title</b>	<b>Date</b>	<b>Pages</b>
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<u>Addendum 1</u>	<u>September 13, 2021</u>	<u>2</u>
<u>Addendum 2</u>	<u>September 24</u>	<u>8</u>

...

<u>Performance Bond</u>		
<u>Payment Bond</u>		
<u>Notice to Proceed</u>		
<u>Minority Participation Forms (Guidelines for Recruitment and Selection of Minority Businesses for</u>		

Participation in Union County Construction Contracts, pages 1-13; Identification of HUB Certified/Minority Business Participation Form; Affidavits A-D, if required by the terms thereof; and Appendix E, MBE Documentation for Contract Payments

PAGE 11

William M. Watson, County Manager

Kelly Bright, Owner



## **Certification of Document's Authenticity**

### **AIA® Document D401™ – 2003**

I, \_\_\_\_\_, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:25:48 ET on 11/04/2021 under Order No. 1289669003 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Dated)

# **AIA® Document A101® – 2017 Exhibit A**

## **Insurance and Bonds**

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the    day of    in the year  
(In words, indicate day, month and year.)

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

Standard Template Project  
Union County

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

Union County, North Carolina  
500 N. Main Street  
Suite 510  
Monroe, NC 28110

**THE CONTRACTOR:**  
(Name, legal status and address)

Connectivity, LLC.  
45 Odell School Road  
Suite H  
Concord, NC 28027

### **TABLE OF ARTICLES**

#### **A.1 GENERAL**

#### **A.2 OWNER'S INSURANCE**

#### **A.3 CONTRACTOR'S INSURANCE AND BONDS**

#### **A.4 SPECIAL TERMS AND CONDITIONS**

##### **ARTICLE A.1 GENERAL**

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit and otherwise required in the Contract Documents. As used in this Exhibit, the term General Conditions refers to AIA Document A201™-2017, General Conditions of the Contract for Construction.

##### **ARTICLE A.2 OWNER'S INSURANCE**

(Paragraphs Deleted)

##### **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.



## § A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

*(Paragraphs Deleted)*

*(Table Deleted)*

*(Paragraphs Deleted)*

*(Table Deleted)*

*(Paragraphs Deleted)*

*(Paragraphs Deleted)*

*(Table Deleted)*

## ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

### § A.3.1 General

**§ A.3.1.1 Certificates of Insurance.** The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.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 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 A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's insurance policy or policies as required by this Article A.3. In no event shall any failure of the Owner to receive certified copies or certificates of policies required under Article A.3 or to demand receipt of such certified copies or certificates prior to the Contractor's commencing the Work be construed as a waiver by the Owner or the Architect of the Contractor's obligations to obtain insurance pursuant to this Article A.3. The obligation to procure and maintain any insurance required by this Article A.3 is a separate responsibility of the Contractor and independent of the duty to furnish a certified copy or certificate of such insurance policies. When any required insurance, due to the attainment of a normal expiration date or renewal date, shall expire, the Contractor shall supply the Owner with certificates of insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage as was provided by the previous policy. In the event any renewal or replacement policy, for whatever reason obtained or required, is written by a carrier other than that with whom the coverage was previously placed, or the subsequent policy differs in any way from the previous policy, the Contractor shall also furnish the Owner with a certified copy of the renewal or replacement policy unless the Owner provides the Contractor with prior written consent to submit only a certificate of insurance for any such policy.

**§ A.3.1.2 Deductibles and Self-Insured Retentions.** The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

**§ A.3.1.3 Additional Insured Obligations.** To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, its officers, agents, and employees; the Architect;

Init.

and the Architect's consultants as additional insureds on the Commercial General Liability Policy for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims made under the Contractor's completed operations coverage. . 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. , The additional insured coverage with respect to the Owner, its officers, agents, and employees, 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.

### **§ A.3.2 Contractor's Required Insurance Coverage**

**§ A.3.2.1** The Contractor shall, for the protection and benefit of the indemnitees and the Contractor and as part of the Contractor's efforts to satisfy the obligations set forth in Paragraph A.3.2, procure, purchase, and maintain in full force and effect the following types and limits of insurance issued by insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best or carriers otherwise acceptable to the Owner, and in form and substance reasonably satisfactory to the Owner, which afford the coverages set forth below in Paragraph A.3.2. Information concerning reduction of coverage shall be furnished by the Contractor promptly and within any time limits required by the Contract Documents. The Contractor 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 Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

Commercial General Liability insurance, specifically relating to coverage for bodily injury or property damage arising out of completed operations (as set forth in A.3.2.2.1.4) shall be maintained for not less than three (3) years following final payment. The Contractor shall continue to provide evidence of such coverage to the Owner on an annual basis during the aforementioned period, Additional Insured status, as required by A.3.1.3 for Products and Completed Operations shall extend for a period of not less than three (3) years after final payment.

### **§ A.3.2.2 Commercial General Liability**

**§ A.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form CG 00 01 04 13 or its equivalent with policy limits of not less than One Million Dollars (\$ 1,000,000 ) per occurrence (per location/per project), Two Million Dollars (\$ 2,000,000 ) general aggregate, Two Million Dollars (\$ 2,000,000 ) aggregate for products-completed operations hazard, One Million Dollars (\$1,000,000) personal and advertising injury limit, and Five Thousand Dollars (\$5,000) medical expense limit 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 and liability assumed under an insured contract (including the tort liability of another assumed in a business contract);
- .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;
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions;
- .6 premises-operations;
- .7 independent contractors, including, without limitation, Subcontractors and Sub-subcontractors.

**§ A.3.2.2.2** The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion, restriction, or limitation 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 Contractor's Work .
- .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 property damage
- 12 Claims related to fellow employees.

**§ A.3.2.3 Business Automobile Liability** covering liability arising out of any auto, including owned, hired, and non-owned autos., with policy combined single limits of not less than One Million Dollars (\$ 1,000,000 ) per occurrence, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those autos along with any other statutorily required automobile coverage. Such coverage shall be written on ISO form CA 001, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in ISO form CA 00 01 10 13.

**§ A.3.2.4 Business Umbrella coverage** at a policy limit of not less than Five Million Dollars (\$5,000,000) per occurrence. The Contractor's retention shall not exceed Ten Thousand Dollars (\$10,000).

**§ A.3.2.5 Workers' Compensation** at statutory limits.

**§ A.3.2.6 Employers' Liability** with policy limits not less than One Million Dollars (\$ 1,000,000 ) each accident, One Million Dollars (\$ 1,000,000 ) disease each employee, and One Million Dollars (\$ 1,000,000 ) disease policy limit.

**§ A.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

**§ A.3.2.8 The insurance required by Subparagraph A.3.2. shall be written on an occurrence basis. It shall also be written on a per location/per project basis. The insurance required by Subparagraph A.3.2 shall also provide coverage of liability of Contractor's engaged professional consultants (i.e. independent testing laboratories, engineers, surveyors, etc.) for errors and omissions, or a separate policy shall be provided.**

**§ A.3.2.9 The Contractor shall also cause each Subcontractor to (i) procure insurance reasonably satisfactory to the Owner and (ii) name the Owner and Architect as additional insureds under the Subcontractor's commercial general liability policy. The additional insured endorsement included on the Subcontractor's comprehensive general liability policy shall state that coverage is afforded the additional insureds with respect to claims arising out of operations performed by or on behalf of the Contractor. If the additional insureds have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurer's liability under this insurance policy shall not be reduced by the existence of such other insurance nor shall it reduce or limit Contractor's contractual obligation to indemnify, save harmless, and defend the Owner for claims made or suits brought which result from or are in connection with the performance of this Agreement.**

### **§ A.3.3 Contractor's Other Insurance Coverage**

**§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased maintained in force by Contractor, from an insurance company or insurance companies lawfully authorized to issue insurance in North Carolina and rated A-VII or better by A.M. Best.. The Contractor 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 Contractor 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.)*

The insurance required by Paragraph 3.3 shall be maintained in effect, unless otherwise provided for in the Contract Documents, until the earliest of the following: (i) the date on which all persons and organizations who are insureds under the policy agree that it shall be terminated, (ii) the date on which final payment has been made; or (iii) the date on which the insurable interests in the property of all insureds other than the Owner have ceased.

**§ A.3.3.2** The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

*(Select the types of insurance the Contractor 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.)*

☐ **§ A.3.3.2.1** Builder's Risk insurance on the entire Work. Such insurance shall be written on a completed value form and in an amount equal to the initial Contract Sum, subject to any subsequent modification of the Contract Sum. The insurance shall apply on a replacement cost basis. Builders Risk insurance shall, at a minimum, cover the perils insured under the ISO special causes of loss form (CP 10 30) and shall be endorsed as needed to provide full coverage for loss or damage from collapse, including collapse resulting from design error. Builders Risk insurance shall include coverage for flood. Builders Risk insurance shall cover the entire Work at the site identified in this Agreement and when applicable include reasonable compensation for Architect's services and expenses made necessary by an insured loss. Insured property shall include portions of the Work located away from the site but intended for use at the site, and shall also cover portions of the Work in transit. The policy shall cover the cost of removing debris, including demolition as may be legally necessary by the operation of applicable law.

☐ **§ A.3.3.2.2 Boiler and Machinery Insurance.** Boiler and machinery insurance shall be purchased covering insured objects during installation and until final acceptance by the Owner. This insurance shall name as insureds the Owner, the Contractor, and all Subcontractors and Sub-subcontractors in the Work. In lieu of this separate policy, the Contractor may have the boiler and machinery exclusion removed from the Builders Risk policy.

☐ **§ A.3.3.3**

If the Owner is damaged by the failure of the Contractor to maintain the insurance required by Paragraph A.3.3, then the Contractor shall bear all reasonable costs properly attributable to that failure. The Owner and the Contractor waive all rights against each other and each of

their subcontractors, sub-subcontractors, officers, officials, agents, and employees for recovery of damages caused by fire and other perils to the extent covered by Builders Risk insurance purchased pursuant to Paragraph A.3.3, or any other property insurance applicable to the Work. If such insurance does not allow the insured to waive rights of recovery against others prior to loss, the Contractor shall cause them to be endorsed with a waiver of subrogation as required in the Contract Documents.

**§ A.3.3.4** Partial occupancy or use of the Work shall not commence until the insurance company or companies providing Builders Risk insurance have consented to such partial occupancy or use. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies, and agree to take no action, other than upon mutual written consent, with respect to occupancy or use of the Work that could lead to cancelation, lapse, or reduction of insurance.

**§ A.3.4 Performance Bond and Payment Bond**

*(Paragraph Deleted)*

*(Table Deleted)*

#### **A Performance Bond and a Labor and Material Payment Bond**

are required.

The Contractor shall obtain a Performance Bond and a Payment Bond acceptable to the Owner from a surety company authorized to do business in North Carolina that has a financial standing rating from A.M. Best Company equal to or better than A and must be included on the approved list of sureties issued by the United States Department of Treasury and satisfactory to the Owner, each bond for the full amount of the Contract Sum and any subsequent increases. The Contractor shall provide surety bond wherein the surety waives notice of any and all modifications, omissions, additions, changes and advance payments or deferred payments in or about the Contract, and agrees that the obligations undertaken by the

*Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, and advance payments or deferred payments. The surety bond must set forth no requirement that suit be initiated prior to the time stipulated in applicable North Carolina statutes of limitation. The bond shall guarantee the Contractor's faithful performance of*  
*(Table Deleted)*

the Contract and the payment of all obligations arising thereunder. The Contractor shall pay all charges in connection with these bonds. One executed copy of the bonds shall be attached to each copy of the Contract before they are returned to the Architect for the Owner's signature. The Contractor shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power. 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.

#### **ARTICLE A.4 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

# Additions and Deletions Report for AIA® Document A101® – 2017 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:36:01 ET on 10/20/2021.

## PAGE 1

Standard Template Project  
Union County

...

Union County, North Carolina  
500 N. Main Street  
Suite 510  
Monroe, NC 28110

...

Connectivity, LLC.  
45 Odell School Road  
Suite H  
Concord, NC 28027

...

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this ~~Exhibit~~. Exhibit and otherwise required in the Contract Documents. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

...

### § A.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 A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.~~

## PAGE 2

### § A.2.3 Required Property Insurance



...

**§ A.2.3.1** Unless this obligation is placed on the Contractor pursuant to Section A.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 A.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, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

...

**§ A.2.3.1.1 Causes of Loss.** The insurance required by this Section A.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.)*

...

**Causes of Loss**

**Sub-Limit**

...

**§ A.2.3.1.2 Specific Required Coverages.** The insurance required by this Section A.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 Contractor'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**

...

**§ A.2.3.1.3** Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.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.

...

**§ A.2.3.1.4 Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.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.

...

**§ A.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 A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor 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.

...

#### **§ A.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 A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

...

#### **§ A.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.)*

...

☐ **§ A.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.

...

☐ **§ A.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.

...

☐ ~~§ A.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.

...

☐ ~~§ A.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.

...

☐ ~~§ A.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.

...

☐ ~~§ A.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.

...

☐ ~~§ A.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.

...

#### ~~§ A.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.)*

...

☐ **§ A.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.)*

...

☐ **§ A.2.5.2 Other Insurance**

...

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

...

**Coverage**

**Limits**

...

**§ A.3.1.1 Certificates of Insurance.** The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.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 A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's ~~Commercial General Liability and excess or umbrella liability policy or policies~~ insurance policy or policies as required by this Article A.3. In no event shall any failure of the Owner to receive certified copies or certificates of policies required under Article A.3 or to demand receipt of such certified copies or certificates prior to the Contractor's commencing the Work be construed as a waiver by the Owner or the Architect of the Contractor's obligations to obtain insurance pursuant to this Article A.3. The obligation to procure and maintain any insurance required by this Article A.3 is a separate responsibility of the Contractor and independent of the duty to furnish a certified copy or certificate of such insurance policies. When any required insurance, due to the attainment of a normal expiration date or renewal date, shall expire, the Contractor shall supply the Owner with certificates of insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage as was provided by the previous policy. In the event any renewal or replacement policy, for whatever reason obtained or required, is written by a carrier other than that with whom the coverage was previously placed, or the subsequent policy differs in any way from the previous policy, the Contractor shall also furnish the Owner with a certified copy of the renewal or replacement policy unless the Owner provides the Contractor with prior written consent to submit only a certificate of insurance for any such policy.

**PAGE 3**

**§ A.3.1.3 Additional Insured Obligations.** To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, ~~the Architect, its officers, agents, and employees;~~ the Architect; and the Architect's consultants as additional insureds on the Commercial General

Liability Policy for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations, made under the Contractor's completed operations coverage. . 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, The additional insured coverage with respect to the Owner, its officers, agents, and employees, 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.

...

**§ A.3.2.1** The Contractor shall purchase and maintain shall, for the protection and benefit of the indemnitees and the Contractor and as part of the Contractor's efforts to satisfy the obligations set forth in Paragraph A.3.2, procure, purchase, and maintain in full force and effect 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, issued by insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best or carriers otherwise acceptable to the Owner, and in form and substance reasonably satisfactory to the Owner, which afford the coverages set forth below in Paragraph A.3.2. Information concerning reduction of coverage shall be furnished by the Contractor promptly and within any time limits required by the Contract Documents. The Contractor 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:

...

Commercial General Liability insurance, specifically relating to coverage for bodily injury or property damage arising out of completed operations (as set forth in A.3.2.2.1.4) shall be maintained for not less than three (3) years following final payment. The Contractor shall continue to provide evidence of such coverage to the Owner on an annual basis during the aforementioned period, Additional Insured status, as required by A.3.1.3 for Products and Completed Operations shall extend for a period of not less than three (3) years after final payment.

...

**§ A.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form CG 00 01 04 13 or its equivalent with policy limits of not less than ~~(\$ ) each occurrence, (\$ ) general aggregate, and (\$ One Million Dollars (\$ 1,000,000 ) per occurrence (per location/per project), Two Million Dollars (\$ 2,000,000 ) general aggregate, Two Million Dollars (\$ 2,000,000 ) aggregate for products-completed operations hazard, One Million Dollars (\$1,000,000) personal and advertising injury limit, and Five Thousand Dollars (\$5,000) medical expense limit providing coverage for claims including~~

...

- .2 personal injury and advertising injury; injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract);

...

- .4 bodily injury or property damage arising out of completed operations; and

...

- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions; Conditions;

...

- .6 premises-operations;

...

.7 independent contractors, including, without limitation, Subcontractors and Sub-subcontractors.

...

**§ A.3.2.2.2** The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction exclusion, restriction, or limitation of coverage for the following:

...

.2 Claims for property damage to the Contractor'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.

#### PAGE 4

.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards, property damage

...

12 Claims related to fellow employees.

...

**§ A.3.2.3** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy Business Automobile Liability covering liability arising out of any auto, including owned, hired, and non-owned autos., with policy combined single limits of not less than ~~(\$ ) per accident, One Million~~ Dollars (\$ 1,000,000 ) per occurrence, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles autos along with any other statutorily required automobile coverage. Such coverage shall be written on ISO form CA 001, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in ISO form CA 00 01 10 13.

...

**§ A.3.2.4** The Contractor 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 A.3.2.2 and A.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. Business Umbrella coverage at a policy limit of not less than Five Million Dollars (\$5,000,000) per occurrence. The Contractor's retention shall not exceed Ten Thousand Dollars (\$10,000).

...

**§ A.3.2.6** Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000 ) each accident, One Million Dollars (\$ 1,000,000 ) disease each employee, and One Million Dollars (\$ 1,000,000 ) disease policy limit.

...



**§ A.3.2.8** If the Contractor is ~~required~~ to furnish professional services as part of the Work, the Contractor ~~shall~~ procure Professional Liability ~~insurance~~ covering performance ~~of the professional services~~, with ~~policy~~ limits of not less than ~~(\$ )~~ per claim and ~~(\$ )~~ in the aggregate. The insurance required by Subparagraph A.3.2. shall be written on an occurrence basis. It shall also be written on a per location/per project basis. The insurance required by Subparagraph A.3.2 shall also provide coverage of liability of Contractor's engaged professional consultants (i.e. independent testing laboratories, engineers, surveyors, etc.) for errors and omissions, or a separate policy shall be provided.

...

**§ A.3.2.9** If ~~the~~ Work involves ~~the~~ transport, dissemination, use, ~~or~~ release of pollutants, ~~the~~ Contractor ~~shall~~ procure Pollution Liability insurance, with policy limits ~~of~~ not less than ~~(\$ )~~ per claim and ~~(\$ )~~ in ~~the~~ aggregate. The Contractor shall also cause each Subcontractor to (i) procure insurance reasonably satisfactory to the Owner and (ii) name the Owner and Architect as additional insureds under the Subcontractor's commercial general liability policy. The additional insured endorsement included on the Subcontractor's comprehensive general liability policy shall state that coverage is afforded the additional insureds with respect to claims arising out of operations performed by or on behalf of the Contractor. If the additional insureds have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the

...

**§ A.3.2.10** Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability ~~insurance~~ policy, with combined ~~policy~~ limits of ~~not~~ less than ~~(\$ )~~ per claim and ~~(\$ )~~ in ~~the~~ aggregate. insurer's liability under this insurance policy shall not be reduced by the

...

**§ A.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. existence of such other insurance nor shall it reduce or limit Contractor's contractual obligation to indemnify, save harmless, and defend the

...

**§ A.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. Owner for claims made or suits brought which result from or are in connection with the performance of this Agreement.

...

**§ A.3.3.1** Insurance selected and described in this Section A.3.3 shall be purchased maintained in force by Contractor, from an insurance company or insurance companies lawfully authorized to issue insurance in ~~the~~ jurisdiction where the Project is located. North Carolina and rated A-VII or better by A.M. Best.. The Contractor 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:

## PAGE 5

The insurance required by Paragraph 3.3 shall be maintained in effect, unless otherwise provided for in the Contract Documents, until the earliest of the following: (i) the date on which all persons and organizations who are insureds under the policy agree that it shall be terminated, (ii) the date on which final payment has been made; or (iii) the date on which the insurable interests in the property of all insureds other than the Owner have ceased.

...

[ ] § **A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor 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: Builder's Risk insurance on the entire Work. Such insurance shall be written on a completed value form and in an amount equal to the initial Contract Sum, subject to any subsequent modification of the Contract Sum. The insurance shall apply on a replacement cost basis. Builders Risk insurance shall, at a minimum, cover the perils insured under the ISO special causes of loss form (CP 10 30) and shall be endorsed as needed to provide full coverage for loss or damage from collapse, including collapse resulting from design error. Builders Risk insurance shall include coverage for flood. Builders Risk insurance shall cover the entire Work at the site identified in this Agreement and when applicable include reasonable compensation for Architect's services and expenses made necessary by an insured loss. Insured property shall include portions of the

...

*(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.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.)* Work located away from the site but intended for use at the site, and shall also cover portions of the Work in transit. The policy shall cover the cost of removing debris, including demolition as may be legally necessary by the operation of applicable law.

...

[ ] § **A.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. **Boiler and Machinery Insurance.** Boiler and machinery insurance shall be purchased covering insured objects during installation and until final acceptance by the Owner. This insurance shall name as insureds the Owner, the Contractor, and all Subcontractors and Sub-subcontractors in the Work. In lieu of this separate policy, the Contractor may have the boiler and machinery exclusion removed from the Builders Risk policy.

...

[ ] ~~§ A.3.3.2.3 Asbestos Abatement Liability Insurance~~, with policy limits  ~~]~~ §

...

### § A.3.3.3

...

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. ~~If the Owner is damaged by the failure of the Contractor to maintain the insurance required by Paragraph A.3.3, then the Contractor shall bear all~~

reasonable costs properly attributable to that failure. The Owner and the Contractor waive all rights against each other and each of

...

~~[ ] § A.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.~~ their subcontractors, sub-subcontractors, officers, officials, agents, and employees for recovery of damages caused by fire and other perils to the extent covered by Builders Risk insurance purchased pursuant to Paragraph A.3.3, or any other property insurance applicable to the Work. If such insurance does not allow the insured to waive rights of recovery against others prior to loss, the Contractor shall cause them to be endorsed with a waiver of subrogation as required in the Contract Documents.

...

~~[ ] § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.~~ § A.3.3.4 Partial occupancy or use of the Work shall not commence until the insurance company or companies providing Builders Risk insurance have consented to such partial occupancy or use. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies, and agree to take no action, other than upon mutual written consent, with respect to occupancy or use of the Work that could lead to cancelation, lapse, or reduction of insurance.

...

~~[ ] § A.3.3.2.6 Other Insurance~~ § A.3.4 Performance Bond and Payment Bond

...

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

...

Coverage

Limits

PAGE 6

~~§ A.3.4 Performance Bond and A~~ Performance Bond and a Labor and Material Payment Bond

...

are required.

...

The Contractor 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:~~ obtain a Performance Bond and a Payment Bond acceptable to the Owner from a surety company authorized to do business in North Carolina that has a financial standing rating from A.M. Best Company equal to or better than A and must be included on the approved list of sureties issued by the United States Department of Treasury and satisfactory to the Owner, each bond for the full amount of the Contract Sum and any subsequent increases. The Contractor shall provide surety bond wherein the surety waives notice of any and all modifications, omissions, additions, changes and advance payments or deferred payments in or about the Contract, and agrees that the obligations undertaken by the

...

(Specify type and penal sum of bonds.) Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, and advance payments or deferred payments. The surety bond must set forth no requirement that suit be initiated prior to the time stipulated in applicable North Carolina statutes of limitation. The bond shall guarantee the Contractor's faithful performance of

...

Type

Penal Sum (\$0.00)

Payment Bond

Performance Bond

...

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 Contract and the payment of all obligations arising thereunder. The Contractor shall pay all charges in connection with these bonds. One executed copy of the bonds shall be attached to each copy of the Contract before they are returned to the Architect for the Owner's signature. The Contractor shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power. 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.