

- received;
- .3 obtained by the receiving party on a non-confidential basis from a third party not known by the receiving party to be under an obligation of confidentiality; or
 - .4 that is independently developed by the receiving party without access to, or use of, any “confidential” or “business proprietary” information.

§ 16.7 Capitalization

Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other AIA Contract Documents.

§ 16.8 Interpretation

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

§ 16.8.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

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

§ 16.10 In accordance with Section 1.1.5, the Design-Builder shall coordinate with the Owner in establishing building information modeling and digital data protocols for the Project governing the development, use, transmission, and exchange of, and reliance on, digital data.

§ 16.10.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party’s sole risk and without liability to the other party and its subcontractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 17 SCOPE OF THIS AGREEMENT

§ 17.1 This Agreement is comprised of the following documents:

- .1 AIA Document A141®–2024, Standard Form of Agreement Between Owner and Design-Builder for a Traditional Design-Build Project
- .2 AIA Document A141®–2024, Exhibit A, Insurance and Bonds
- .3 AIA Document A141®–2024, Exhibit B, Design-Build Amendment, if executed
- .4 AIA Document A141®–2024, Exhibit C, Sustainable Projects Exhibit, if completed
- .5 Other documents, if any, listed below:

Not Applicable

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

OWNER *(Signature)*

BY: Lowndes County Board of Commissioners

(Printed name and title)

DESIGN-BUILDER *(Signature)*

BY: Brahm Kellerman, Kellerman Construction

(Printed name and title)