

Airport Community Schools Bid Package 02B Student Activity Center – E-RATE ONLY

October 1st, 2026

VOLUME 1 OF 1

**CONSTRUCTION MANAGER:
CLARK CONSTRUCTION COMPANY
3535 MOORES RIVER DRIVE LANSING, MI 48911**

**ARCHITECT:
Kingscott Associates, Inc.
950 Trade Centre Way #130
Portage, MI 49002**



Clark Project No. 2962

SECTION 000110
PROJECT MANUAL
TABLE OF CONTENTS
2/4/2026

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

INTRODUCTORY INFORMATION

000101	PROJECT MANUAL COVER
000110	TABLE OF CONTENTS
000115	LIST OF DRAWING SHEETS

BIDDING REQUIREMENTS

001100	ADVERTISEMENT/INVITATION FOR BIDS
002113	INSTRUCTIONS TO BIDDERS
002413	SCOPE OF WORK - GENERAL NOTES
002416	SCOPE OF WORK - BID CATEGORY SPECIFIC NOTES
003113	PROJECT MILESTONE SCHEDULE AND SITE LOGISTICS
004126	BID PROPOSAL FORM – ELECTRONIC SUBMISSION ONLY
004126.1	FAMILIAL DISCLOSURE FORM
004126.2	IRAN SANCTION FORM
004126.3	CRIMINAL AFFIDAVIT FORM

CONTRACTING REQUIREMENTS

005216	AGREEMENT FORM
006113	PERFORMANCE AND PAYMENT BOND
006200	CERTIFICATES AND OTHER FORMS
007216	GENERAL CONDITIONS
007316	INSURANCE REQUIREMENTS

DIVISION 01 – GENERAL REQUIREMENTS (CLARK CONSTRUCTION)

012100	ALLOWANCES
012300	ALTERNATES
012600	CONTRACT MODIFICATION PROCEDURES
012900	PAYMENT PROCEDURES
012973	SCHEDULE OF VALUES
013119	PROJECT MEETINGS
013323	SHOP DRAWINGS, PROJECT DATA AND SAMPLES
013529	HEALTH, SAFETY AND EMERGENCY RESPONSE PROCEDURES
013543	ENVIRONMENTAL PROCEDURES
014516	FIELD QUALITY CONTROL PROCEDURES
014517	NON-CONFORMANCE PROCEDURE

SECTION 000110
PROJECT MANUAL
TABLE OF CONTENTS
2/4/2026

DIVISION 01 – GENERAL REQUIREMENTS (CONTINUED)

017329	CUTTING AND PATCHING
017700	CLOSEOUT PROCEDURES
017823	OPERATION AND MAINTENANCE DATA
017839	PROJECT RECORD DOCUMENTS

END OF SECTION

SECTION 000115
LIST OF DRAWING SHEETS

1. LIST OF DRAWINGS PREPARED BY KINGSCOTT ASSOCIATES INC.

SHEET INDEX

GENERAL

- G0.1 TITLE SHEET
- G0.2 DATA SHEET
- G0.3 CODE INFORMATION SHEET

CIVIL/SITE

- V1.10 TOPOGRAPHICAL SURVEY
- V1.11 TOPOGRAPHICAL SURVEY
- V1.12 TOPOGRAPHICAL SURVEY
- V1.13 TOPOGRAPHICAL SURVEY
- V1.14 TOPOGRAPHICAL SURVEY
- V1.15 TOPOGRAPHICAL SURVEY
- V1.16 TOPOGRAPHICAL SURVEY
- V1.17 TOPOGRAPHICAL SURVEY
- V1.18 TOPOGRAPHICAL SURVEY
- V1.19 TOPOGRAPHICAL SURVEY

- C0.10 OVERALL SITE PLAN
- C2.10 DEMOLITION PLAN
- C2.30 SESC PLAN
- C2.40 SESC DETAILS
- C3.11 UTILITY PLAN - AREA A
- C3.12 UTILITY PLAN - AREA B
- C3.13 UTILITY PLAN - AREA C
- C3.30 UTILITY DETAILS
- C3.40 STORMTECH DETAILS
- C4.11 PAVING & LAYOUT - AREA A
- C4.12 PAVING & LAYOUT - AREA B
- C4.13 PAVING & LAYOUT PLAN - AREA C
- C4.20 PAVING DETAILS
- C5.11 GRADING PLAN - AREA A
- C5.12 GRADING PLAN - AREA B
- C5.13 GRADING PLAN - AREA C

LANDSCAPE

- L1.10 COMPOSITE SITE PLAN
- L1.20 SITE ENLARGEMENT DETAIL
- L1.30 SITE DETAILS
- L2.10 PLANTING PLAN
- L2.30 PLANTING DETAILS
- L2.31 PLANTING DETAILS
- L5.10 EXTERIOR FURNISHINGS LAYOUT

ARCHITECTURAL

- A0.1 FIRST FLOOR COMPOSITE PLAN
- A0.2 SECOND FLOOR COMPOSITE PLAN
- A0.3 FIRST FLOOR CODE COMPLIANCE PLAN
- A0.4 SECOND FLOOR CODE COMPLIANCE PLAN
- A0.5 ROOF COMPOSITE PLAN
- A0.6 ARCHITECTURAL ASSEMBLIES DATA SHEET
- A0.7 ARCHITECTURAL ASSEMBLIES

- A1.1 FIRST FLOOR PLAN - UNIT 100
- A1.1B WALL TAGS & DIMENSION PLAN
- A1.2 TICKET BOOTH/ENTRY ARCH PLANS & DETAILS
- A1.11 SECOND FLOOR PLAN - UNIT 100
- A1.21 FIRST FLOOR EQUIPMENT PLAN - UNIT 100
- A1.41 ENLARGED PLANS

- A2.1 FIRST FLOOR REFLECTED CEILING PLAN - UNIT 100

- A3.0 COMPOSITE EXTERIOR ELEVATIONS
- A3.0B COMPOSITE EXTERIOR 3D VIEWS

000115-1

SECTION 000115
LIST OF DRAWING SHEETS

A3.2 BUILDING SECTIONS
A3.3 BUILDING SECTIONS

A4.1 WALL SECTIONS
A4.2 WALL SECTIONS
A4.3 WALL SECTIONS
A4.4 WALL SECTIONS
A4.5 WALL SECTIONS
A4.20 ENLARGED WALL SECTION DETAILS

A5.1 BUILDING DETAILS
A5.2 BUILDING DETAILS

A6.1 DOOR SCHEDULE & OPENING ELEVATIONS
A6.2 DOOR & WINDOW DETAILS
A6.3 DOOR & WINDOW DETAILS

A7.1 STAIR PLANS/SECTIONS/DETAILS

A8.1 FIRST FLOOR COLOR LAYOUT PLAN - UNIT 100
A8.2 COLOR LAYOUT DETAILS

A9.1 INTERIOR ELEVATIONS
A9.2 INTERIOR ELEVATIONS
A9.3 INTERIOR ELEVATIONS

STRUCTURAL

S0.1 STRUCTURAL NOTES
S0.2 SPECIAL INSPECTIONS & LOADINGS
S0.3 TYPICAL DETAILS
S1.0 FOUNDATION PLAN
S1.1 LOW ROOF FRAMING PLAN
S1.2 HIGH ROOF FRAMING PLAN
S2.1 BUILDING ELEVATIONS
S2.2 BUILDING SECTIONS
S5.1 BUILDING DETAILS
S5.2 ENTRY ARCH & TICKET BOOTHS

MECHANICAL

M0.0 MECHANICAL GENERAL INFORMATION

FP1.1 FIRST FLOOR FIRE PROTECTION PLAN
FP5.0 FIRE PROTECTION DETAILS AND SCHEDULES

P1.UG UNDERGROUND PLUMBING PLAN

P1.1 FIRST FLOOR PLUMBING PLAN
P4.0 ENLARGED PLUMBING PLANS
P5.0 PLUMBING DETAILS
P5.1 PLUMBING DETAILS
P6.0 PLUMBING SCHEDULES

MH1.1 FIRST FLOOR MECHANICAL HVAC PLAN
MP1.1 FIRST FLOOR MECHANICAL PIPING PLAN

M1.2 ROOF MECHANICAL PLAN
M5.0 MECHANICAL DETAILS
M5.1 MECHANICAL DETAILS
M6.0 MECHANICAL SCHEDULES
M8.0 CONTROL DIAGRAMS
M8.1 CONTROL DIAGRAMS
M8.2 CONTROL DIAGRAMS
M8.3 CONTROL DIAGRAMS

ELECTRICAL

E0.0 ELECTRICAL GENERAL INFORMATION
E0.1 LIGHTING SCHEDULES

ES1.0 ELECTRICAL SITE PLAN

SECTION 000115
LIST OF DRAWING SHEETS

EP1.1 FIRST FLOOR POWER PLAN
EP1.2 ROOF POWER PLAN

EL1.1 FIRST FLOOR LIGHTING PLAN

E4.0 ENLARGED ELECTRICAL PLANS
E6.0 PANEL SCHEDULES
E7.0 ELECTRICAL RISER DIAGRAM

TECHNOLOGY

TA1.1 FIRST FLOOR AV PLAN
TC1.1 FIRST FLOOR PLAN - STRUCTURED CABLING
TP1.1 FIRST FLOOR PLAN - PUBLIC ADDRESS SYSTEM
TS1.1 FIRST FLOOR SECURITY PLAN

END OF SECTION

SECTION 001100
ADVERTISEMENT / INVITATION FOR BIDS

PROJECT: Airport Community Schools Student Activity Center

CLARK PROJECT NO.: 2962

BID RELEASE NO.: 02B

DESCRIPTION: New Student Activity Center consists of Gym with telescoping bleachers, Cheer Practice Room, Wrestling Practice Room, Weight/Training Room, Toilet Rooms, Concessions and Ticket Booths. **E-RATE COMMUNICATIONS AND NETWORK INFRASTRUCURE ONLY**

OWNER: Airport Community Schools
11270 Grafton Rd
Carleton, MI 48117

ARCHITECT: Kingscott Associates, Inc.
950 Trade Centre Way, Suite 130
Portage, MI 49002

CONSTRUCTION MANAGER: Clark Construction Company
3535 Moores River Drive
Lansing, MI 48911

PROJECT MANAGER: Elaine Hampstead
TELEPHONE: 313-920-6198

1. PRE-BID CONFERENCE

1.1. No Pre-Bid Conference. Contact Clark Construction if you want to visit the site.

2. BID DUE DATE/LOCATION

2.1. Lump sum sealed Bids will be received Electronically via Building Connected:

[Airport Community Schools BP #2B Student Activity Center E-Rate ONLY](#)

2.2. Bids must be completed on Building Connected before 2:00 PM, Tuesday, November 3, 2026.

3. BID CATEGORIES

27A – E-Rate Communications
27B – E-Rate Network Infrastructure

001100-1

SECTION 001100
ADVERTISEMENT / INVITATION FOR BIDS

4. BID DOCUMENT AVAILABILITY

- 4.1. Bid Documents, drawings and specifications will be available after 5:00 PM, Thursday, October 1st, 2026 On Building Connected at the following location:

[Airport Community Schools Student Activity Center](#)

- 4.2. Bid Documents will also be made available for review at the following locations:

- Dodge Reports – Southfield, MI
- Builder’s Exchange – Lansing, MI
- Construction Association of Michigan (CAM)

5. BID PROPOSAL REQUIREMENTS

- 5.1. The Board of Education will not consider or accept a Bid received by the Board after the Due Date for receipt of Bids.
- 5.2. No oral, fax or emailed Bids shall be submitted.
- 5.3. Each Bid must be accompanied by a Bid security in an amount of not less than 5% of the total base Bid sum, pledging that the Bidder will enter into a Contract with the Airport Community Schools under the terms stated in the Bid Documents. Bid Bonds shall be issued by a bonding company meeting the requirements as described in Section 006113 Performance and Payment Bond. Bid security may also be in the form of certified check made out to the School District.
- 5.4. All Bidders shall provide a familial disclosure in compliance with MCL 380.1267 and attach this information to the Bid. The Bid shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the Bidder and any member of the Board of Education of the School District, or the Superintendent of the school district. **The Board of Education of the School District will not consider a Bid that does not include this sworn and notarized statement.**
- 5.5. Each Bid must be accompanied by a sworn and notarized statement certifying that the Bidder is not an “Iran linked business” within the meaning of the Iran Economic Sanctions Act.
- 5.6. School District Board of Education reserves the right to accept or reject any and all Bids, either in whole or in part, to waive any informalities or irregularities therein, or to award the contract to other than the Bidder(s) submitting the best financial Bid (low Bidder), in its sole and absolute discretion.

SECTION 001100
ADVERTISEMENT / INVITATION FOR BIDS

- 5.7. All questions during the bidding period shall be referred to Clark Construction Company:

CONTACT:	Elaine Hampstead
TELEPHONE:	313-920-6198
EMAIL:	ehampstead@clarkcc.com

- 5.8. Sealed Bids will be opened virtually and read aloud via Teams at 2:00 PM, Tuesday, November 3, 2026

Microsoft Teams meeting

Join:

<https://teams.microsoft.com/meet/270635683806685?p=f15NVquY6cmpjfYeKn>

Meeting ID: 270 635 683 806 685

Passcode: En9bq6Xi

Dial in by phone

[+1 248-244-1035](tel:+12482441035) United States, Troy

[Find a local number](#)

Phone conference ID: 376 808 431#

No immediate decision will be rendered.

END OF SECTION

SECTION 002113
INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

- 1.1. All definitions set forth in the General Conditions of the Contract for Construction are applicable to these Instructions to Bidders.
- 1.2. **Bid Documents:** include the Contract, the General, Division 00 – Procurement and Contracting Requirements, Division 01 – General Requirements, Design Drawings and Specifications, and Addenda.
- 1.3. **Bid Release:** a set of Bid Documents.
- 1.4. **Bid Category:** areas of Work performed by a Trade Contractor and its Subcontractors.
- 1.5. **Addenda:** written or graphic instruments issued prior to the execution of the Contract which modify or interpret the Bid Documents, including Drawings and Specifications, by additions, deletions, clarifications or corrections.
- 1.6. **Bid:** a proposal prepared and submitted as required herein.
- 1.7. **Trade Contractor:** shall refer to the entity contracted to perform the Work of one or more Bid Categories whether referred to in the Contract Documents as Contractor, Subcontractor or Trade Contractor.

2. BIDDER'S REPRESENTATION

- 2.1. Each Bidder, by submitting a Bid, represents that the Bidder has read and understands the Bid Documents, has visited the site and is familiar with the local conditions under which the Work is to be performed and has made its own review therefore of the facilities and difficulties attending the performance and completion of the Work.

3. BIDDING PROCEDURES

- 3.1. Combined Bids of two or more Bid Categories may be submitted.
- 3.2. All Bids must be submitted on the unaltered Bid Proposal Forms provided as part of the Bid Documents and in accordance with these Instructions to Bidders.
- 3.3. Each Bidder shall ascertain prior to submitting a Bid that it has received all Addenda issued and shall acknowledge receipt on the Bid Proposal Form.
- 3.4. All Bids must be signed as follows:
 - A. Corporations: Signature of official shall be accompanied by a certified copy of the resolution of the board of directors authorizing the individual signing to bind the corporation.

SECTION 002113
INSTRUCTIONS TO BIDDERS

- B. Partnerships: Signature of one partner shall be accompanied by a certified copy of the power of attorney authorizing the individual signing to bind all partners. If a certified copy of the partnership's certificate submitted with the Bid indicated that all partners have signed, no authorization is required.
 - C. Bids submitted by joint ventures shall be signed by one of the joint ventures and shall be accompanied by a certified copy of the power of attorney authorizing the individual signing to bind all the joint ventures.
 - D. Individual signing on own behalf: No authorization is required.
 - E. Individual signing on behalf of another: Power of attorney or comparable evidence of authority shall accompany Bid.
- 3.5. Bids shall be submitted via Building Connected we-based bidding software. An electronic bid form will be provided for you. DO NOT SUBMIT VIA EMAIL AND DO NOT SUBMIT BIDS ON YOUR LETTERHEAD<, ETC.
- 3.6. Step by step instruction for submitting bids can be found at [How to submit bids on behalf of subcontractors \(BC Pro\) – BuildingConnected \(us\)](#).
- 3.7. A Bid shall be invalid if it is not delivered to the location indicated in the Advertisement/Invitation for Bids on or before the required Bid Due Date and time.
- 3.8. No responsibility shall attach to the Construction Manager, the Owner, or representatives of either, for premature opening of any Bid, which is not properly addressed, delivered and identified.
- 3.9. Negligence in preparation, improper preparation, error in and/or omissions from the Bid shall not relieve the Bidder from fulfillment of any and all applicable obligations and requirements of the contract documents.
- 3.10. The Owner, Architect/Engineer or Construction Manager, in making copies of the Bid Documents available, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.
- 3.11. All Bids submitted shall be for the specified base scope of Work with no exceptions. Exceptions in the base Bid may be considered as basis for rejection.
- 3.12. Voluntary alternates will be considered at the Architect and Owner's discretion.
- 3.13. Bidder shall not modify, withdraw or cancel a Bid or any part thereof for ninety (90) days after the time designated for the Due Date of Bids.

4. FAMILIAL DISCLOSURE

- 4.1. All Bidders shall provide familial disclosure in compliance with MCL 380.1267 and attach this information to the Bid. The Bid shall be accompanied by a sworn

SECTION 002113
INSTRUCTIONS TO BIDDERS

and notarized statement disclosing any familial relationship that exists between the Owner or any employee of the Bidder and any member of the Board of Education of the school district, or the Superintendent of the school district. The District will not consider a Bid that does not include this sworn and notarized statement.

5. IRAN ECONOMIC SANCTIONS ACT

- 5.1. Each Bid must be accompanied by a sworn and notarized statement certifying that the Contractor is not an “Iran linked business” within the meaning of the Iran Economic Sanctions Act.

6. CRIMINAL BACKGROUND CHECKS

- 6.1. Each Bid must be accompanied by a sworn and notarized Affidavit of Compliance – Criminal Background Checks via iChat.
- 6.2. Airport Community Schools requires all Contractor owners, employees, agents, representatives, subcontractors, and/or other personnel who will be present on School grounds to submit to a criminal history background check. This background check will include a requirement for each contractor owner, employee, agent, representative, subcontractor, and/or other personnel to be screened before he/she enters School grounds. A valid State ID card or Driver’s License is required to complete the background check. Once screened, the District will provide approved personnel with a Contractor Badge with a unique number.
- 6.3. Contact Catlin Born (email: cboron@airportschools.com) to arrange background checks.

7. EXAMINATION OF BIDDING DOCUMENTS

- 7.1. Each Bidder shall examine the Bidding Documents carefully and, not later than seven (7) days prior to the Due Date of Bids, shall make written request to Clark Construction Company for interpretation or correction of any ambiguity, inconsistency or error therein discovered. Only written interpretation or correction by Addendum shall be binding.
- 7.2. Each Bidder shall submit a Bid based on the entire set of Bid Documents. Bidders shall review all Drawings and Specifications to identify Work related to its respective Bid category. Complete sets of Drawings are available for review at the locations indicated in the Advertisement/Invitation for Bids.
- 7.3. Failure to review the complete set of Bid Documents and to identify items reasonably interpreted to be in the scope of the Bid Category shall not relieve the Trade Contractor of its responsibility to perform the Work.
- 7.4. Any incidental item of material, labor or detail, required for proper execution and completion of the Work, omitted from the Bid Documents, but required by

SECTION 002113
INSTRUCTIONS TO BIDDERS

governing codes, local regulations, trade practices, operational functions, and quality workmanship, shall be provided as part of the contract Work at no additional cost, even though not specifically detailed or noted.

- 7.5. Trade Contractor shall not scale Drawings to obtain dimensions.

8. BIDDER'S EXAMINATION OF PREMISES

- 8.1. The Bidder represents that it has carefully inspected the Project site and examined the Drawings and Specifications and other Contract Documents and is familiar with and has satisfied itself as to the nature, location and amount of the Work, the Bidder's access thereto and ability to perform the Work, local code requirements applicable to the Work and requirements of permits and inspections, safety and barricade requirements, the terms and conditions of any applicable project labor and collective bargaining agreements, as well as the quality, quantity and availability of labor, materials, equipment and facilities and other items required for the performance of the Work and the possible limiting physical and other conditions which may be encountered in the performance of the Work and assumes all risks therefrom. The Bidder has determined, by its own investigation and research, all the conditions affecting the Work to be performed and materials to be furnished and does not rely upon any representation by the Owner or Construction Manager in connection therewith. In performing the Work, Bidder accepts the condition of the Project site as-is and assumes the risks with regard to existing conditions at the Project site.
- 8.2. The Bidder shall take its own measurements and be responsible for the correctness of same.
- 8.3. The Bidder shall be held to have made such examinations of the premises and no allowances will be made on its behalf by reason of error or omission on its part.
- 8.4. Plans, diagrams and other descriptive information which depict existing conditions are provided for scope identification and scheduling purposes only. Quantities, elevations, measurements and locations shown may have been approximated and/or gathered from dated, incomplete original construction documents. This data should not be used for bidding purposes without field verification by the Bidder.
- 8.5. The Bidder's own Bid Document review and site inspection review of the Work areas shall be relied upon to provide the Bidder information he/she may require to properly execute and complete the Work. Questions must be submitted in writing to the Construction Manager at least seven (7) days before the date for receipt of Bids to allow time for written Addenda to be issued.
- 8.6. Each Bidder shall examine the premises carefully and, not later than seven (7) days prior to the date for receipt of Bids, shall make written request to Clark Construction Company for any additional information required. Only written interpretation or correction by Addendum shall be binding.

SECTION 002113
INSTRUCTIONS TO BIDDERS

9. SUBSTITUTIONS

- 9.1. Each Bid shall be based upon materials and equipment described in the Bid Documents.
- 9.2. Material and equipment substitutions will not be considered unless written request has been submitted for approval at least fourteen (14) days prior to Bid Due Date. Only approvals in a written Addendum shall be binding. Each substitution request shall include the following:
- A. Complete description of the proposed substitution.
 - B. Information regarding specified material or equipment for which substitution is being submitted.
 - C. Drawings.
 - D. Manufacturer's literature.
 - E. Performance and test data.
 - F. Effect on performance characteristics.
 - G. Impact on the Work of other trades.
 - H. Any other data or information necessary for a complete evaluation.

10. RESERVATION OF RIGHTS

- 10.1. The Owner reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this RFB), to accept or reject, in whole or in part, any or all Bids. The Owner further reserves the right to waive any irregularity or informality in this RFB process or any Bid, and the right to award the Contract to other than the low Bidder(s). The Owner reserves the right to request additional information from any or all Bidders. The Owner reserves the right to select one or more Bidders. In the event a Bidder's Bid is accepted by the Owner and Bidder asserts exceptions, special considerations or conditions after acceptance, the Owner, in its sole and absolute discretion, reserves the right to thereafter reject the Bid and award the Contract to another Bidder.

11. OWNER RIGHTS

- 11.1. Bidder acknowledges the right of the Owner to accept or reject in whole or in part, any or all Bids and to waive any informality or irregularity in any Bid received. In addition, the Bidder recognizes the right of the Owner to reject a Bid for any reason including but not limited to the following:

SECTION 002113
INSTRUCTIONS TO BIDDERS

- A. Bidder fails to furnish or submit data required in the Bidding Documents;
 - B. Bid is in any way incomplete or irregular;
 - C. Bidder's performance as a Trade Contractor was unsatisfactory under a prior contract for the construction, repair, modification, or demolition of a facility with the Owner, Construction Manager or Architect;
 - D. Known poor performance on prior contracts with parties other than the Construction Manager, Owner or Architect; or
 - E. Unsatisfactory financial condition.
 - F. Unsatisfactory safety record
- 11.2. The Owner may accept alternates that serve its own best interest. The Owner shall have the right to accept alternates in any order or combination and to determine the low Bidder based on the sum of the base Bid and Bid alternates accepted.
- 11.3. Bidders to whom the award of a Contract is under consideration shall complete the Clark Construction Company Online Prequalification database as follows. Firms having previously filled out Clark Construction Company's Online Prequalification database shall confirm and/or update the information.
- A. Follow the link below to the Clark Construction Pre-Qualification Website.
 - 1. www.Clarkcc.com, click BIDS/Pre-qualification.
 - B. Upload required information into the database.
 - C. After completion of uploading, updating, or confirming your firm's information notify Elaine Hampstead ehampstead@clarkcc.com or Austin Harrison aharrison@clarkcc.com . Provide Bid Categories for which your firm desires to be prequalified.
 - D. For questions or issues using the online system, contact Elaine Hampstead 313-920-6198 or Austin Harrison 734-358-8730.

12. EQUAL OPPORTUNITY EMPLOYMENT POLICIES

- 12.1. The Bidder agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The Bidder shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, or national origin.

13. BID SECURITY

SECTION 002113
INSTRUCTIONS TO BIDDERS

- 13.1. Each Bid must be accompanied by a Bid security in an amount of not less than 5% of the total base Bid sum, pledging that the Bidder will enter a Contract with the Airport Community Schools under the terms stated in the Bid Documents. Bid Bonds shall be issued by a bonding company meeting the requirements as described in Section 006113 Performance and Payment Bond. Bid security may also be in the form of a certified check made out to the School District.
- 13.2. The Owner shall have the right to retain the Bid security of Bidders under consideration until either:
- A. the Contract has been executed and bonds and insurance have been furnished, or
 - B. the specified time has elapsed so that Bids may be withdrawn, or
 - C. All Bids have been rejected.
- 13.3. The amount of the Bid security shall be forfeited to the Owner upon failure of the successful Bidder to enter into a Contract and provide all required Bonds and Insurance to the Construction Manager within fifteen (15) days after acceptance of the Bid.

14. PERFORMANCE AND LABOR AND MATERIAL PAYMENT BONDS

- 14.1. The Bidder shall, within 10 days after the acceptance of any Bid, provide a Labor and Material Payment and Performance Bond, each covering the full amount of the Contract sum as security for the faithful performance of all Work under the Contract and payment of all charges in connection therewith. (Refer to “Performance and Payment Bond” section). **Cost of said bonds shall be included in the Base Bid.**
- 14.2. The Owner has the right to waive the performance and labor and material payment bond if the Bid is under \$50,000.

15. PERMIT COMPETITION

- 15.1. The name of a model, manufacturer, or brand in this RFB shall not be considered as exclusive of other brands. Brands and models specified in this RFB are preferred. All supplies, materials, equipment, or products Bid by a Bidder shall meet or exceed the specifications set forth in this RFB.
- 15.2. It is the Owner’s intent that this RFB permit competition. Accordingly, the use of any patent, proprietary name or manufacturer’s name is for demonstrative purposes only and is not intended to curtail competition. Whenever any supplies, material, equipment or products requested in this RFB are specified by patent, proprietary name or by the name of the manufacturer, unless stated differently, such specification shall be considered as if followed by the words “or comparable equivalent,” whether or not such words appear.

SECTION 002113
INSTRUCTIONS TO BIDDERS

- 15.3. The Owner, in its sole and absolute discretion, shall have the right to determine if the proposed equivalent products/brands submitted by Bidder meet the specifications contained in this RFB and possess equivalent and/or better qualities.
- 15.4. It is the Bidder's responsibility to notify the Construction Manager in writing not later than 14 days prior to the bid Due Date if any specifications or suggested comparable equivalent products/brands require clarification.

16. LATE BIDS

- 16.1. Each Bidder is responsible for the submission of its Bid. Bids or Bid revisions received after the Due Date will not be accepted or considered. The Owner is not liable for any delivery or postal delays.

17. RETURNED BIDS

- 17.1. All Bids received after the Due Date will be unopened and made available to the respective Bidder for pick-up, at their sole cost and expense for a period of two (2) weeks after the Due Date.

18. CONTRACT ASSIGNMENT OR SUB-CONTRACT

- 18.1. The Contract shall not be assigned, transferred, or sublet, in whole or in part, by the Bidder without the prior written consent of the Owner.

19. SUBCONTRACTORS

- 19.1. All Trade Persons shall be thoroughly experienced in the particular class of Work in which they are employed.
- 19.2. Nothing contained in the Contract shall create a contractual relationship between the Owner and any third party, including any Subcontractor of the Bidder. The Bidder shall be responsible for the management of its Subcontractors in their performance of their work. When using Subcontractors, the Bidder shall be fully responsible to the Owner for the acts and omissions of its Subcontractors and of persons employed or directly employed by the Bidder as if the Subcontractors were employees of the Bidder.

END OF SECTION

SECTION 002413
SCOPE OF WORK
GENERAL NOTES

1. GENERAL

- 1.1. All Trade Contractors shall be bound to all requirements and conditions applicable to the Work of their respective area of Work including the Contract, General Conditions, Division 00 – Procurement and Contracting Requirements, Division 01 – General Requirements, Drawings, Specifications, and Addenda.
- 1.2. **Scope of Work General Notes shall be applicable to all Trade Contractors.**
The Scope of Work of each bid category shall include the following items required for, caused by or resulting from its Work.

2. GENERAL NOTES

- 2.1. Trade Contractors shall purchase and utilize the project software utilized by the Construction Manager on-site for up-to-date record drawings and specifications. Trade Contractor shall furnish and utilize a Tablet on site.
- 2.2. Coordinate and cooperate with all entities associated with the project including the Owner, Architect, Independent Testing and Inspection agencies, local and other governmental authorities, and other Trade Contractors. Cost incurred as a result of lack of coordination of Work, deliveries, access required by others, testing/inspection, schedule, penetrations, etc., shall be the responsibility of the Trade Contractor failing to notify others of action to be taken or other requirements.
- A. Coordination with other Trade Contractors and Bid Categories shall include construction systems where one or more Trade Contractors are involved to provide a complete functioning system in accordance with the contract documents. In the event of a system failing to function in accordance with the contract documents, each Trade Contractor having a part in a fully functioning system shall remain fully engaged in problem resolution until such time as the system functions in accordance with the contract documents or the problem is identified as unequivocally being the responsibility of one or more other Trade Contractors and Clark Construction Company releases the non-responsible Trade Contractor(s) in writing.
- B. Construction systems where one or more Trade Contractors are involved to provide a complete functioning system include but not limited to 1) HVAC systems, including controls and electrical requirements, 2) roofing system 3) waterproofing systems 4) building envelope etc.
- 2.3. Provide written Daily Reports to include the following minimum information:
- A. Description of Work performed
- B. Trade personnel classification and hours

SECTION 002413
SCOPE OF WORK
GENERAL NOTES

- C. Equipment used
 - D. Significant events/issues
 - E. Weather
 - F. Other items as requested
- 2.4. Commencement of Work subsequent to associated Work by other Trade Contractor shall indicate acceptance of the condition of the Work by other Trade Contractor and/or existing conditions.
- 2.5. All means and methods, labor, material, tools, construction equipment and machinery necessary, including cranes, hoisting equipment, scaffolding, shoring and bracing, to complete the Work. All equipment shall be marked with the Trade Contractor's company name and contact information.
- 2.6. Trade Contractor shall obtain and pay for all permits and fees associated with its Work and provide evidence of same to Construction Manager.
- 2.7. Basic benchmarks and control lines will be provided. Trade Contractor shall be responsible for all other engineering and layout required for the performance of its Work (Refer to "Field Engineering" section). Barricades, traffic maintenance and control as required.
- 2.8. Confine operations at the site to areas permitted by the Construction Manager.
- 2.9. Dust control to prevent nuisance and hazard.
- 2.10. Provide sound level control within maximum levels as required by Owner and/or local ordinances. Trade Contractor shall obtain a variance in the event sound below maximum levels controls cannot be met.
- 2.11. Construct material and equipment mock-ups required by the documents in a timely manner for review, modifications if required and final acceptance to maintain the project schedule.
- 2.12. Protect all existing structures, equipment, trees, landscaping, etc.
- 2.13. Cutting, coring, patching, and penetrations of any structural, architectural, mechanical, and electrical materials required to complete the Work unless noted otherwise (Refer to Section 017329 "Cutting and Patching" for specific cutting and patching requirements).
- 2.14. All Trade Contractors shall be responsible for the following items included in Specification Section 01500 Temporary Facilities and Controls.
- A. Cleaning

SECTION 002413
SCOPE OF WORK
GENERAL NOTES

- B. Material and Equipment Deliveries, Handling, and Storage
 - C. Protection of Installed Work
 - D. Security
 - E. Office/Storage Facilities
 - F. Removal of Utilities, Facilities and Controls
 - G. Data Connections
- 2.15. Use of tobacco products will not be allowed on the project site. (required on K-12 projects)
- 2.16. Provide certified flag personnel, signage and all other miscellaneous appurtenances required for traffic and pedestrian control while delivering to the project site. All equipment, trucks and vehicles entering and/or exiting the project site must be accompanied by certified flag personnel. The construction gates must be kept closed at all times unless a full time certified flag person is assigned and stationed at the opened gate.
- 2.17. In the event any site fencing, barricades, or other items are required to be removed and or modified to accommodate deliveries or to perform the work The Trade Contractor requiring the modification shall be responsible for cost associated with modifications and restoration to original condition
- 2.18. Just In Time Deliveries will be implemented and are to be coordinated and approved in advance with the Construction Manager. No materials or equipment will be permitted to be stored on site, uninstalled, for more than 2 weeks without pre-approval of the Construction Manager. Any costs to remove and return said material or equipment shall be at the expense of the contractor.
- 2.19. All stored material and equipment within the building shall be placed on pallets to facilitate relocation as required. All material and equipment deliveries shall be approved by Clark Construction prior to delivery.
- 2.20. Electrical cords shall be hung and off floor to prevent trip hazards.

END OF SECTION

SECTION 002416
SCOPE OF WORK
BID CATEGORY SPECIFIC NOTES

BID CATEGORY 27A - E-Rate Communications

GENERAL – The following shall not be interpreted as a complete itemization of the work to be performed under this Bid Category. This Bid Category Trade Contractor shall be responsible to perform all work reasonably interpreted to be included in its scope of work in accordance with the drawings and specifications in addition to these Bid Category notes of clarification.

BASE SPECIFICATION - (Include **all** Work specified or reasonably inferred)

002413 - SCOPE OF WORK GENERAL NOTES
271116 - Communications Cabinets, Racks, Frames and Enclosures
271323 - Communications Optical Fiber Backbone Cabling
271513 - Communications Copper Horizontal Cabling
271543 - Communications Cabling Unit Price Sheet

REFERENCE SPECIFICATION - (Include portions of the Work specified as noted below)

015000 - TEMPORARY FACILITIES AND CONTROLS
260000 - ELECTRICAL

Include (Furnish and Install u.n.o):

1. Coordinate openings and rough in electrical required to accommodate installation of equipment prior to enclosure of spaces by other Trades.
2. Hangers, supports, unistrut or misc. steel required for a complete installation.
3. Equipment support structures as required.
4. Furnish only, for installation by others, access panels as required for this Work but not indicated in the documents. Confirm type of panel required with Clark Construction Company prior to ordering.
5. Fire stopping of penetrations associated with the Work of this bid category.
6. Warranty and Guarantee start date shall be the project Substantial Completion date.
7. Train Owner's representative(s) on proper start-up, operation and maintenance of all mechanical systems. Provide video recording of training for Owner.
8. Include Cabling Bid Attachment with Bid submission via BuildingConnected, upload the excel spreadsheet as an attachment.
9. Include Unit Pricing for Cabling as requested with Bid submission via BuildingConnected, upload as an attachment.

SECTION 002416
SCOPE OF WORK
BID CATEGORY SPECIFIC NOTES

BID CATEGORY 27B - E-Rate Network Infrastructure

GENERAL – The following shall not be interpreted as a complete itemization of the work to be performed under this Bid Category. This Bid Category Trade Contractor shall be responsible to perform all work reasonably interpreted to be included in its scope of work in accordance with the drawings and specifications in addition to these Bid Category notes of clarification.

BASE SPECIFICATION - (Include **all** Work specified or reasonably inferred)

002413 - SCOPE OF WORK GENERAL NOTES

272129 - Network Infrastructure

272143 - Network Infrastructure Unit Price Sheet

REFERENCE SPECIFICATION - (Include portions of the Work specified as noted below)

015000 - TEMPORARY FACILITIES AND CONTROLS

260000 - ELECTRICAL

Include (Furnish and Install u.n.o):

1. Coordinate openings and rough in electrical required to accommodate installation of equipment prior to enclosure of spaces by other Trades.
2. Hangers, supports, unistrut or misc. steel required for a complete installation.
3. Equipment support structures as required.
4. Furnish only, for installation by others, access panels as required for this Work but not indicated in the documents. Confirm type of panel required with Clark Construction Company prior to ordering.
5. Fire stopping of penetrations associated with the Work of this bid category.
6. Warranty and Guarantee start date shall be the project Substantial Completion date.
7. Train Owner's representative(s) on proper start-up, operation and maintenance of all mechanical systems. Provide video recording of training for Owner.
8. Include Unit Pricing for Network Infrastructure as requested with Bid submission via BuildingConnected, upload as an attachment.

SECTION 003113
PROJECT MILESTONE SCHEDULE

1. GENERAL

- 1.1. Milestone dates identified herein shall become binding under the Contract. The Bidder represents that it will provide sufficient labor, material, supervision, equipment and other necessary resources to achieve the milestone dates.

2. WORK HOURS

- 2.1. Project site standard work hours shall be 7:00AM to 4:00PM.
- 2.2. The Trade Contractor shall notify and obtain authorization from the Construction Manager in the event work is required to be performed outside of standard work hours.
- 2.3. For work required outside of standard work hours which is the result of the Trade Contractor's failure to perform the work as scheduled during standard hours, the Trade Contractor shall reimburse the Construction Manager for the Construction Managers staff cost to be on site while such work is performed.

3. SCHEDULE REQUIREMENTS

- 3.1. Bidders shall review the milestone schedule for Work included in the construction documents and advise, at bid time, of any severe discrepancies identified.
- 3.2. Bid Proposals shall be based on the overall time duration provided in the milestone schedule for all construction activities.
- 3.3. Trade Contractors will be required to submit monthly progress reports and updated schedules as directed by the Construction Manager.
- 3.4. The Construction Manager will endeavor to incorporate Trade Contractor input into the final project schedule. Under no circumstances will data be incorporated that causes delay to any milestone or to the overall project completion date.
- 3.5. The Trade Contractor shall review, check, approve, and submit, in such sequence as to cause no delay in the Work or in the Work of the Owner or any separate Trade Contractor, all shop drawings, product data, and samples required by the Contract Documents.
- 3.6. Trade Contractors failing to meet the project schedule shall be required to submit a detailed recovery schedule within two (2) days of notification by the Construction Manager. Such a recovery schedule shall contain sufficient detail to satisfy the requirements of the Construction Manager and shall include overtime as necessary to accomplish recovery in the shortest possible duration.

SECTION 003113
PROJECT MILESTONE SCHEDULE

- 3.7. The Trade Contractor shall be responsible for all additional cost associated with a project delay caused by the Trade Contractor. Project delay costs include but are not limited to; 1) Construction Manager personnel cost associated with additional scheduling and/or coordination time including phone calls, emails, meetings etc.; 2) overtime cost expended by other Trade Contractors and that of the failing Trade Contractor necessary to recover lost schedule time.
- 3.8. All scheduled “float time” shall belong exclusively to the Construction Manager. Trade Contractor shall endeavor to improve upon the project schedule dates.
- 3.9. Trade Contractor representatives shall attend Pull Planning Meetings as required and as described in Section 013119 Project Meetings.
- A. All Trade Contractors shall attend a full-day Pull Planning project scheduling session to assist in the development of a detailed project schedule. The scheduled work of each Trade Contractor shall be expedited to meet all required dates. Material and equipment shall be procured in time to meet any milestone and/or Pull Planning Scheduled dates.

4. MILESTONE SCHEDULE

4.1 School Closure

The following dates reflect periods when students will not be in the building, including half-days, holidays, and the end of the academic year. Contractors should be aware of these changes in building occupancy as they may provide increased flexibility for work activities.

- November 25, 2026 – Half-day
- November 26 & 27, 2026 – Thanksgiving Break
- December 9, 2026 – Half-day
- December 21, 2026 – January 1, 2027
- March 26, 2027 – April 2, 2027 - Spring Break
- May 7 – Half-day
- May 31, 2027 – Memorial Day (No students/teachers)
- June 11 – Last day of school (Half-day for students; full day for teachers)

4.2 Construction Schedule.

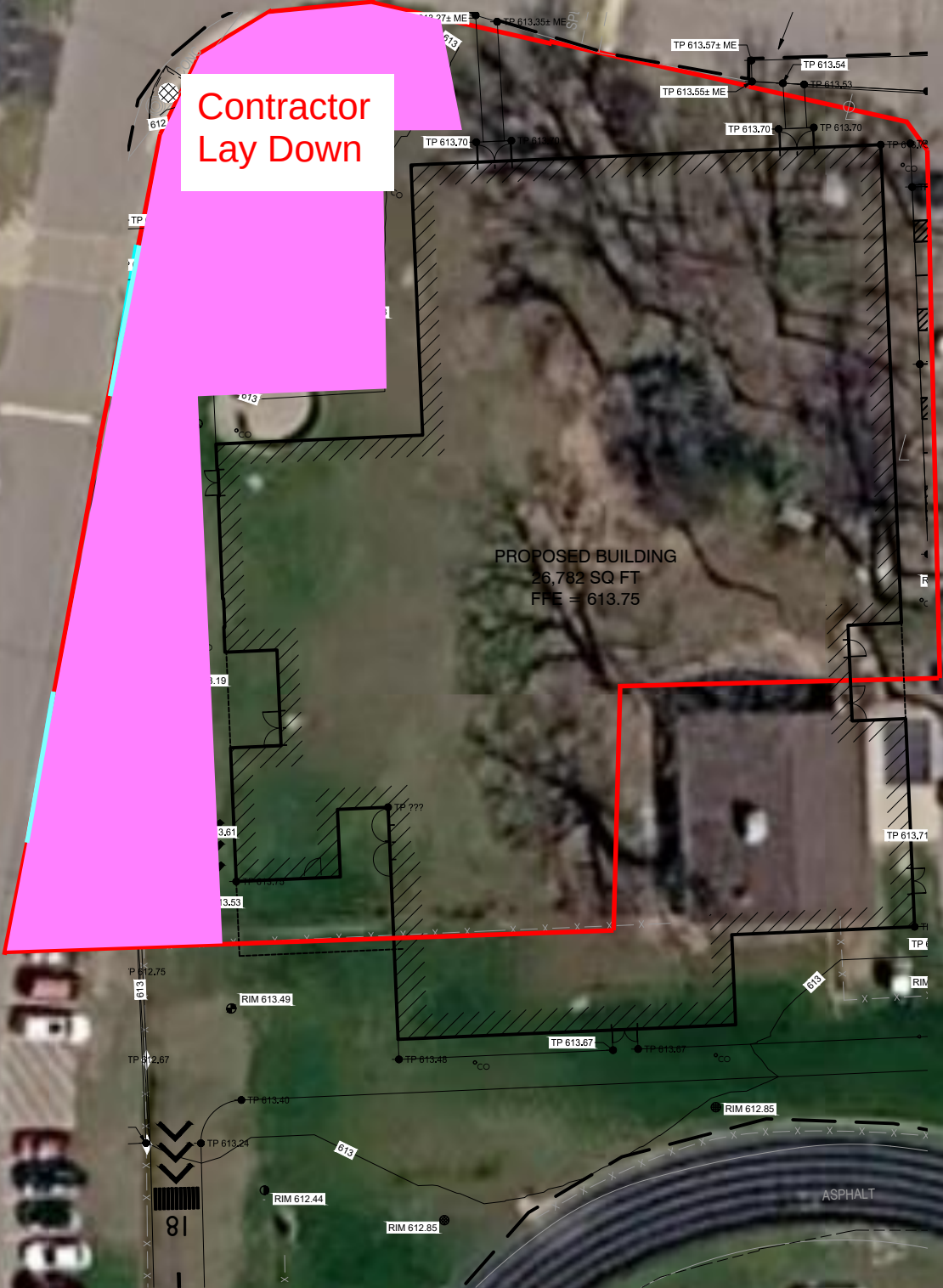
- **October 29, 2026 Bond Approval**
- **November 12, 2026 Bond Approval**

SECTION 003113
PROJECT MILESTONE SCHEDULE

- **November 16, 2026 Temp. Fence, Soil Erosion & Site Work**
November – December 2026 Potential early start Building Pad and Geo-piers (weather dependent)
- **March 26, 2027 – April 2, 2027 – Rework Temp. Fence and Demo Existing Building**
- **March 2027 – April 2027 – Remaining Geo-piers, Foundations and Site Work**
- **May 2027 – July 2027 - Building Envelope**
- **July 2027 – February 2028 Interior Construction**
- **March 2028 Project Complete**

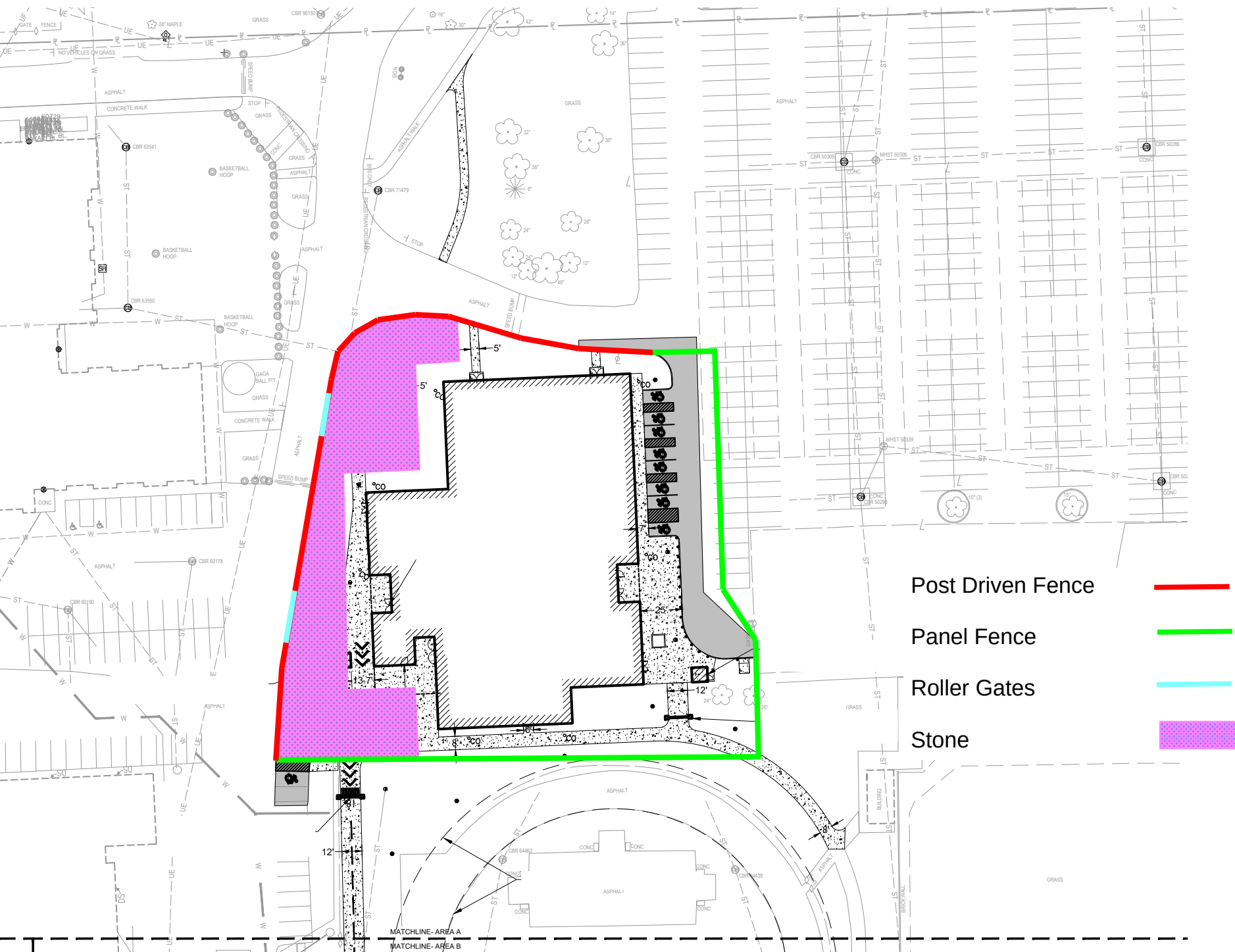
END OF SECTION

Airport Community Schools SAC Site Logistics PHASE 1



- Roller Gates
- Driven Post Fence
- Stone

Airport Community Schools SAC Site Logistics PHASE 2



Familial Disclosure Affidavit

The undersigned, the owner or authorized officer of _____ (the “Bidder”), pursuant to the familial disclosure requirement provided in the Airport Community School District (the “School District”) Request For Bids hereby represents and warrants that, except as provided below, no familial relationships exist between the owner or any employee of the Bidder, and any member of the Board of Education of the School District or the Superintendent of the School District. A list of the School District’s Board of Education Members and its Superintendent may be found at [Home - Airport Community Schools](#).

All Bidders shall provide a familial disclosure in compliance with MCL 380.1267 and attach this information to the Bid. **The Board of Education of the School District will not consider a Bid that does not include this sworn and notarized statement.**

List any Familial Relationships:

BIDDER:

By: _____

Its: _____

STATE OF _____)
COUNTY OF _____)ss.

This instrument was acknowledged before me on the _____ day of _____, 2016, by _____.

, Notary Public

County, _____

My Commission Expires: _____

Acting in the County of :

AFFIDAVIT OF COMPLIANCE – CRIMINAL BACKGROUND CHECKS

The undersigned, the owner or authorized officer of the below-named contractor (the “Contractor”), pursuant to the criminal background compliance certification requirements of Airport Community School District (the “School District”) hereby represents and warrants that the Contractor has performed and/or will perform sufficient criminal background checks, including at a minimum, an Internet Criminal History Tool (“ICHAT”) check, for all of its owners, employees, agents, representatives, contractors and/or other personnel who will be on any School District premises to carry out the services contemplated by the Contract Documents. The Contractor further hereby certifies that no owner, employee, agent, representative, contractor and/or other personnel of the Contractor will be on any School District premises if they are a registered criminal sexual offender under the Sex Offenders Registration Act, Public Act 295 of 1994, or have been convicted of “Listed Offense” as defined under Section 722 of the Sex Offenders Registration Act, MCL 28.722.

The Contractor further acknowledges that if it is found to have submitted a false certification or otherwise fails to comply with the requirements of this certification, the School District may immediately terminate the Contract.

CONTRACTOR:

Name of Contractor

By: _____

Its:

Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 201____, by _____.

, Notary Public

County,

My Commission Expires:

Acting in the County of:

SECTION 004126
BID PROPOSAL FORM

1. Bidder is to submit their bid electronically through Building Connected. Bids submitted orally, by facsimile, or by email will not be accepted. Do NOT submit bids on forms other than those provided in Building Connected.
2. **Attached to this section are samples of the bid forms that bidders will be provided electronically via BUILDING CONNECTED.**
3. In addition to the bid security, the following forms, included in this section, are to be completed by the bidder and attached, in PDF format, with the electronic submission:
 - A. K12 Familial
 - B. K12 Iran
 - C. K12 Crimminal Affidavit
 - D. Prevailing Wage Affidavit
4. Do NOT attach any qualifications, clarifications, proposals, or any other documents other than those required above unless noted otherwise in bid category descriptions. **Unsolicited additional information attached to bids will not be considered and will be discarded by the construction manager.**

END OF SECTION

SECTION 005216
AGREEMENT FORM

1. GENERAL

- 1.1. The Contract form to be used for this Project shall be a modified AIA Document A132 – 2009 Standard Form of Agreement Between Owner and Contactor, Construction Manager as Advisor Edition (Enclosed), as modified by Owner. (Request and Insert Contract between owner and Contractor from School District. Change contract title if not modified version.

See attached.

END OF SECTION

DRAFT AIA® Document A132™ – 2019

Standard Form of Agreement Between Owner and Contractor,
Construction Manager as Adviser Edition

AGREEMENT made as of the « _____ » day of « _____ » in the year « Two Thousand Twenty-Six »
(In words, indicate day, month, and year.)

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

Airport Community Schools
11270 Grafton Road
Carleton, Michigan 48117
Telephone: (734) 869-7000

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

TBD

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

Airport Community Schools – bond construction project, as described in the application for preliminary qualification of bonds (No. 58-020-4-K12-15-03), in accordance with the election ballot language, all applicable laws, the approved plans and specifications, the Owner's fixed budget, and as otherwise approved by the Owner.

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

Clark Construction Company
3535 Moores River Drive
Lansing, Michigan 48911
Telephone: (517) 372-0940

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

Kingscott Associates, Inc.
950 Trade Centre Way, Suite 130
Portage, Michigan 49002
Telephone: (269) 381-4880

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.

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 Documents A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™-2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

~~EXHIBIT A – INSURANCE AND BONDS~~

~~EXHIBIT B – DETERMINATION OF THE COST OF THE WORK~~

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, bid specifications, Owner accepted portions of bid responses and attachments thereto, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. 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 Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. Without reducing or eliminating any specific duties of the Contractor set forth in the Contract Documents or required by law, the Contractor's work shall at all times minimally comply with the industry standard for the type of work described.

The Contractor shall furnish necessary supervision, labor, materials, tools, equipment, cartage and services to completely furnish and install _____ as shown on drawings and in accordance with accompanying specifications listed herein and as further clarified below.

Refer to Bid Category No. _____ to further describe the Contractor's Scope of Work.

The Owner intends to engage other contractors ("Multiple Contractors") for portions of the Work not covered by this Agreement. The Contractor agrees to fully cooperate with the Owner, Architect, Construction Manager, and Multiple Contractors so that all parties performing work at the Project can proceed safely, diligently, in coordination and cooperation with each other to the extent necessary and reasonable so that the Project is properly executed in a timely manner without delay.

The Contractor shall be responsible for paying state prevailing wage in accordance with MCL 408.1101 et seq. The rates of wages and fringe benefits to be paid to each class of mechanics by the bidder and all of its subcontractors, shall be not less than the wage and fringe benefit rates prevailing in the locality (i.e., Genesee County) in which the work is to be performed. The Contractor represents that it holds a state project registration and acknowledges that it cannot enter into an agreement with a subcontractor to perform Work if the subcontractor does not hold a state project registration. See MCL 408.1102. Further, the Contractor shall maintain certified payroll records for a minimum of 3 years. MCL

408.1122. Last, as required by Michigan law, construction mechanics are intended beneficiaries of the contractual prevailing wage, fringe benefit, and nondiscrimination nonretaliation requirements and that any construction mechanic aggrieved by the failure of the Contractor to pay prevailing wage may bring an action in a court of competent jurisdiction against the Contractor for damages or injunctive relief and may be awarded reinstatement or other appropriate relief, and all damages sustained, together with actual costs and attorney fees at trial and on appeal. MCL 408.1112. The Contractor is responsible for complying with applicable prevailing wage laws and indemnifies the Owner from same.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF 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 or is blank, 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. Notwithstanding the fact that the Contract Time may be extended as approved by the Owner, time is of the essence for this Agreement, the Contractor must begin work as directed by the Construction Manager, and Contractor must furnish sufficient materials and a sufficient number of properly skilled workers, so as not to delay the work of any other Contractor or completion of the Work or the Project.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

« »

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

Portion of Work

Substantial Completion Date

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

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

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

☐ By the following date: « »

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete

§ 3.4.3 Notwithstanding the fact that the Contract Time may be extended as approved by the Owner in accordance with the Contract Documents, time is of the essence for this contract, and the Contractor shall begin work as directed by the Construction Manager and to furnish sufficient materials and a sufficient number of properly skilled workers, so as not to delay the work of any other Contractor or completion of the Work or the Project. Any extensions of the Substantial Completion Date shall only be granted to the extent that the delay: (1) has not been caused by the Contractor (including labor disputes involving Contractor's personnel or Subcontractor's personnel and late or delayed deliveries of materials or equipment to Contractor or Subcontractor); (2) is of a duration of not less than three (3) days; (3) is not concurrent with any other delay; and (4) is an addition to any time contingency periods set forth in the critical path for completion of the Work. Delays caused by unusual or adverse weather conditions shall not be grounds for extensions of the Substantial Completion Date or claims for additional compensation. If the Contractor fails to substantially complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, 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 one of the following:
(Check the appropriate box.)

- [☒] Stipulated Sum, in accordance with Section 4.2 below
- [☐] Cost of the Work plus the Contractor's Fee, in accordance with Section 4.3 below
- [☐] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below.)

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

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

Item	Price

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner in writing following execution of this Agreement. Upon the Owner's written acceptance, the ~~Owner shall issue~~ accepted alternate shall constitute 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

§ 4.2.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price

§ 4.2.4 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)
------	-----------------------	-------------------------

To the extent this Agreement includes unit prices, those unit prices shall be fixed for the entire term of this Agreement through Final Completion. Any increase in any unit price or any price in labor or materials shall be borne by the Contractor and shall not be passed on to the Owner or submitted to the Owner as a Change Order or otherwise reimbursed by the Owner. No additional mark-ups shall apply to unit prices.

§ 4.3 Contract Sum. The Owner agrees to pay and the Contractor agrees to accept the sum set forth in the Contract Sum as full compensation for all labor, supervision, equipment, home office and field overhead, materials, administrative and incidental expense required in executing all of the Work contemplated in this Agreement as set forth in the plans and specifications, including all loss or damage arising out of the Work, as impacted by the elements or from any obstruction, delay or difficulties which may be encountered. It is further agreed that the Work may be modified only in accordance with the Contract Documents. No claims for extra compensation or adjustments in the Contract Sum will be made by or due to the Contractor on account of delay, costs incurred as a result of variations within the as-planned schedule, or the failure of others to complete any of the Work as scheduled. The Contractor agrees that its only remedy for delay shall be extension of time if justified under subparagraph 3.4 above.

§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price

§ 4.3.1 The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.

§ 4.3.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

« »

§ 4.3.3 The method of adjustment of the Contractor's Fee for changes in the Work:

« »

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

« »

§ 4.3.5 Rental rates for Contractor owned equipment shall not exceed « » percent (« » %) of the standard rental rate paid at the place of the Project.

§ 4.3.6 Unit prices, if any:

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

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

§ 4.3.7 The Contractor shall prepare and submit to the Construction Manager, within 14 days of executing this Agreement, a written Control Estimate for the Owner's review and approval. The Control Estimate shall include the items in Section B.1 of Exhibit B, Determination of the Cost of the Work.

§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price

§ 4.4.1 The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.

§ 4.4.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

«»

§ 4.4.3 The method of adjustment of the Contractor's Fee for changes in the Work:

«»

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

«»

§ 4.4.5 Rental rates for Contractor-owned equipment shall not exceed « » percent (« » %) of the standard rental rate paid at the place of the Project.

§ 4.4.6 Unit Prices, if any:

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

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

§ 4.4.7 Guaranteed Maximum Price

§ 4.4.7.1 The Contract Sum is guaranteed by the Contractor not to exceed « » (\$ « »), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

§ 4.4.7.2 Alternates

§ 4.4.7.2.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price

§ 4.4.7.2.2 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

§ 4.4.7.3 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Item	Price

§ 4.4.7.4 Assumptions, if any, upon which the Guaranteed Maximum Price is based:

(Identify each assumption.)

«»

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

§ 4.4.9 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 4.4.7.4. The Owner shall promptly furnish such revised Contract Documents to the

~~Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 4.4.7.4 and the revised Contract Documents.~~

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any, to be assessed in accordance with Section 3.4.)

« -> »

§ 4.6 Other:

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

« »

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and 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 The Contractor shall submit Applications for Payment as set forth in the Contract Documents. Provided that ~~an~~ a certified Application for Payment is received by the Owner from the Construction Manager not later than the « last » day of a month, the Owner shall make payment of the amount certified in the Application for Payment to the Contractor not later than the « last » day of the « next » month, unless and to the extent reasonably disputed by the Owner in good faith. If a certified and undisputed ~~an~~ Application for Payment is received by the ~~Construction Manager~~ Owner after the application date fixed above, payment of the amount certified shall be made by the Owner not later than « sixty » (« 60 ») days after the ~~Construction Manager~~ Owner receives the undisputed and certified Application for Payment. *(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 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 Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment. The Contractor's failure to provide a schedule of values, or to timely update it as Work progresses, shall be a substantial breach of this Agreement.

§ 5.1.4.2 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.

§ 5.1.4.3 In accordance with AIA Document A232™–2019, General Conditions of the Contract for Construction as modified, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 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~~ Owner determines, after advice and consent from the Architect that in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 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 or not certified a Certificate for Payment ~~as provided in Article 9 of AIA Document A232-2019;~~
- .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, refuse to certify in the Certificate for Payment, or nullify a Certificate ~~of for~~ Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019; ~~and~~
- .5 Any amount for which the Owner withheld payment; and
- .6 Retainage withheld pursuant to Section 5.1.7.

~~§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price~~

~~§ 5.1.5.1 With each Application for Payment, the Contractor shall submit the cost control information required in Exhibit B, Determination of the Cost of the Work, along with payrolls, petty cash accounts, receipted invoices, or invoices with check vouchers attached, and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor, plus payrolls for the period covered by the present Application for Payment, less that portion of the payments attributable to the Contractor's Fee.~~

~~§ 5.1.5.2 Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.~~

~~§ 5.1.5.3 In accordance with AIA Document A232-2019 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:~~

~~§ 5.1.5.3.1 The amount of each progress payment shall first include:~~

- ~~.1 The Cost of the Work as described in Exhibit B, Determination of the Cost of the Work;~~
- ~~.2 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and~~
- ~~.3 The Contractor's Fee computed upon the Cost of the Work described in the preceding Section 5.1.5.3.1.1 at the rate stated in Section 4.3.2; or if the Contractor's Fee is stated as a fixed sum in Section 4.3.2 an amount which bears the same ratio to that fixed sum Fee as the Cost of the Work included in Section 5.1.5.3.1.1 bears to a reasonable estimate of the probable Cost of the Work upon its completion.~~

~~§ 5.1.5.3.2 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 A232-2019;~~
- ~~.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 A232-2019;~~
- ~~.5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.5.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and~~
- ~~.6 Retainage withheld pursuant to Section 5.1.7.~~

~~§ 5.1.5.4 The Owner, Construction Manager and Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.~~

~~§ 5.1.5.5 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Construction Manager and Architect have made a detailed~~

examination, audit or arithmetic verification of the documentation submitted in accordance with Article 5 or other supporting data; (2) that the Construction Manager and Architect have made exhaustive or continuous on-site inspections; or (3) that the Construction Manager and Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.5.6 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.

§ 5.1.5.7 If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232-2019.

§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price

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

§ 5.1.6.2 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 Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee.

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

§ 5.1.6.2.2 The allocation of the Guaranteed Maximum Price under this Section 5.1.6.2 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 5.1.6.2.3 When the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation to the Architect and Construction Manager.

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

§ 5.1.6.4 In accordance with AIA Document A232-2019, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

- .1** That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2** That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3** That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4** The Contractor's Fee, computed upon the Cost of the Work described in the preceding Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 at the rate stated in Section 4.4.2 or, if the Contractor's Fee is stated as a fixed

sum in that Section, an amount that bears the same ratio to that fixed sum fee as the Cost of the Work included in Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 5.1.6.4.2 ~~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 A232-2019;~~
- ~~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 A232-2019;~~
- ~~5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and~~
- ~~6 Retainage withheld pursuant to Section 5.1.7.~~

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

§ 5.1.6.6 ~~In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and such action shall not be deemed to be a representation that (1) the Construction Manager or Architect have made a detailed examination, audit, or arithmetic verification of the documentation submitted in accordance with Section 5.1.6.1 or other supporting data; (2) that the Construction Manager or Architect have made exhaustive or continuous on-site inspections; or (3) that the Construction Manager or Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.~~

§ 5.1.6.7 ~~The Owner may further withhold amounts from any progress payment as a setoff or recoupment for damages or losses incurred due to the Contractor's negligent acts or omissions or the Contractor's failure to perform under the requirements of the Contract Documents. Such withheld amounts shall not constitute retainage. 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.~~

§ 5.1.6.8 ~~If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232-2019.~~

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially fully and finally complete, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(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.)

« Ten percent (10%) »

§ 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.)

« All payment due Contractor are subject to retainage until Final Payment. »

§ 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 when the entire Work of this Contract is substantially complete, including modifications for completion of portions of the Work as provided in Section 3.4.2, insert provisions for such modifications.)

« Any reduction in the retainage of this Agreement shall be in the sole discretion of the Owner, and the Owner reserves the right to restore the retainage to its full Contract amount in the event the Owner believes the retainage restoration is desirable. »

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, ~~when the~~ upon Final Completion of the Work ~~of this Contract is substantially complete~~, 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 ~~when at Final Completion of the Work of this Contract is substantially complete~~ shall not include retainage as follows:
(Insert any other conditions for release of retainage when the Work of this Contract is substantially complete, or upon Substantial Completion of the Work of all Contractors on the Project or portions thereof.)

« Damages and expenses incurred by the Owner due to the Contractor's negligence or its breach of this Agreement and, in addition to other remedies available to the Owner, retainage may be used to pay such damages and expenses. »

§ 5.1.8 The Owner may withhold amounts from any progress payment as a setoff or recoupment for damages or losses incurred due to the Contractor's negligent acts or omissions or the Contractor's failure to perform under the requirements of the Contract Documents. Such withheld amounts shall not constitute retainage.

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 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 A232–2019, as modified, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the ~~issuance~~ Owner's receipt of the final executed Certificate for Payment or Project Certificate for Payment, or as follows:

« If amounts are withheld from the final payment to cover any incomplete work, such withheld amounts are not considered retainage and shall not be paid to the Contractor until the work is actually completed and accepted. »

§ 5.2.2 Final Payment Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price

§ 5.2.2.1 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 A232–2019, and to satisfy other requirements, if any, which extend beyond final payment;~~
- .2 ~~the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit B, Determination of the Cost of the Work and a final Application for Payment; and~~
- .3 ~~a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect in accordance with Exhibit B, Determination of the Cost of the Work.~~

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

« — »

§ 5.3 Payments due and unpaid under the Contract shall bear no interest, ~~from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~
(Insert rate of interest agreed upon, if any.)

« — » % « — »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, as modified, unless the parties appoint below another individual, not a party to this Agreement, to serve as 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.)*

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<< >>
<< >>

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, as modified, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[☐] Arbitration pursuant to Article 15 of AIA Document A232–2019.

[☒] Litigation in a court of competent jurisdiction.

[☐] Other: *(Specify)*

<< >>

If the Owner and Contractor do not select a method of binding dispute resolution, the Owner/Construction Manager Agreement contains a method of binding dispute resolution that is different than the one provided in this Agreement, 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 the method of binding dispute resolution provided in the Owner/Construction Manager Agreement.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019, as modified.

~~§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, 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.)*~~

<< >>

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019, as modified.

§ 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price

§ 7.2.1 Termination

§ 7.2.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.2.1.2 Termination by the Owner for Cause

§ 7.2.1.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232–2019, the Owner shall then only pay the Contractor an amount as follows:

1. Take the Cost of the Work incurred by the Contractor to the date of termination;
2. Add the Contractor's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 4.3.2 or 4.4.2, as applicable, or, if the Contractor's Fee is stated as a fixed sum in that

- Section, an amount that bears the same ratio to that fixed sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- 3 Subtract the aggregate of previous payments made by the Owner; and
 - 4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A232-2019.

§ 7.2.1.2.2 When the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, if the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232-2019, the amount, if any, to be paid to the Contractor under Article 14 of AIA Document A232-2019 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.1.2.1.

§ 7.2.1.2.3 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Contractor will contain provisions allowing for assignment to the Owner as described above.

§ 7.2.1.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A232-2019, 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.)

«—»

§ 7.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232-2019; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A232-2019, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Section 4.3.2 or 4.4.2, as applicable, of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232-2019, as modified, or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. All references to AIA Document A232-2019 refer to that document as modified by the Owner, which modified document is incorporated into this Agreement, as modified. The Contractor may request a copy of that document from the Owner.

§ 8.2 The Owner's representative:

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

[Ryan Duvall, Superintendent](#)
[11270 Grafton Road](#)
[Carleton, Michigan 48117](#)
[Telephone: \(734\) 654-4011](#)
[Email: rduvall@airportschools.com](#)

§ 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.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, Exhibit A, Insurance and Bonds and bonds as set forth below, and elsewhere in the Contract Documents.

§ 8.5.2 **Owner's Insurance.** The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance. Unless the obligation to purchase builder's risk insurance is placed on the Contractor pursuant to another provision of the Contract Documents, 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, 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. The Contractor shall provide bonds as set forth in AIA Document A132™-2019, Exhibit A, and elsewhere in the Contract Documents.

§ 8.5.2.1 The insurance required by Section 8.5.2 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. If provided by the Contractor, 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

§ 8.5.2.2 The insurance required by Section 8.5.2 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The term "temporary structures", as used in this section, shall not include job trailers or any party. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's, Construction Manager'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

§ 8.5.2.3 The policy of insurance required by Section 8.5.2, if purchased by the Owner, will exclude any tools, equipment, scaffolding, glass breakage, etc. owned or rented by the Contractor or Subcontractors and material stored on the site but not incorporated into the Project. The Contractor shall be responsible for protecting all product until the Date of Substantial Completion is established by the Architect/Engineer and Construction Manager. The Contractor shall replace any Work if damaged before Substantial Completion. The Contractor may assume the risk itself or obtain insurance in amounts it deems sufficient. The Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless the parties agree otherwise in writing.

§ 8.5.2.4 The policy of insurance required by Section 8.5.2, if purchased by the Owner, will exclude any tools, equipment, scaffolding, glass breakage, etc. owned or rented by the Contractor or Subcontractors and material stored on the site but not incorporated into the Project. The Contractor shall be responsible for protecting all product until the

Date of Substantial Completion is established by the Architect/Engineer and Construction Manager. The Contractor shall replace any Work if damaged before Substantial Completion. The Contractor may assume the risk itself or obtain insurance in amounts it deems sufficient. The Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless the parties agree otherwise in writing.

§ 8.5.3 Contractor Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 8.5.3 and its subparts 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 this Agreement. 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.

§ 8.5.3.4 The Contractor shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Contractor.

§ 8.5.3.5 To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Construction Manager, Architect, and the Architect's consultants as additional insureds 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. 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.

§ 8.5.3.6 The Contractor shall purchase and maintain all insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until six years following the Date of Substantial Completion.

§ 8.5.3.7 Commercial General Liability

§ 8.5.3.7.1 The contractor shall purchase and maintain Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than «One Million Dollars» (\$ «1,000,000») each occurrence, «Two Million Dollars » (\$ «2,000,000 ») general aggregate, and «Two Million Dollars » (\$ «2,000,000 ») aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 contractual obligations, including the indemnity obligations under Section 3.18 of the General Conditions.

§ 8.5.3.7.2 The Contractor's Commercial General Liability policy under this Section shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the 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.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.

- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.
- .12 Claims related to contractual obligations.

§ 8.5.3.7.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than « Two Million Dollars » (\$ « 2,000,000 ») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 8.5.3.7.4 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 this Agreement 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.

§ 8.5.3.8 Workers' Compensation at statutory limits.

§ 8.5.3.9 Employers' Liability with policy limits not less than « Two Million Dollars » (\$ « 2,000,000 ») each accident, « Two Million Dollars » (\$ « 2,000,000 ») each employee, and « Four Million Dollars » (\$ « 4,000,000 ») policy limit.

§ 8.5.3 Contractor's Other Insurance Coverage

§ 8.5.3.1 Insurance selected and described in this Section 8.5.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the State of Michigan. 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.)

« »

§ 8.5.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section 8.5.3.1.

(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.)

[« »] § 8.5.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section 8.5.2, which, if selected in this section 8.5.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section 8.5.2. The Contractor shall comply with all obligations of the Owner under Section 8.5.2 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:

(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section 8.5.2, 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.)

« »

[« »] **§ 8.5.3.2.2 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.

[« »] **§ 8.5.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[« »] **§ 8.5.3.2.4 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.**

[« »] **§ 8.5.3.2.5 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.**

[« »] **§ 8.5.3.2.6 Other Insurance**

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

Coverage

Limits

§ 8.5.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the State of Michigan, as follows:

Type

Penal Sum

Payment Bond

100% of the Contract Sum

Performance Bond

100% of the Contract Sum

Unless otherwise provided in the Contract Documents, Payment and Performance Bonds shall be in the form of the AIA Document A312™, Payment Bond and Performance Bond.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, 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.)

« »

§ 8.7 Relationship of the Parties

~~Where the Contract is based on the Cost of the Work plus the Contractor’s Fee, with or without a Guaranteed Maximum Price, the~~ The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor’s skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner’s interests. ~~The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.~~

§ 8.8 Other provisions:

« § 8.8.1 In the event of any mediation arising out of or relating to this Agreement, Owner reserves the right to require that the mediation hearing be conducted in the general area where the Owner’s principal place of business is located. Any mediation with respect to this Agreement shall be non-binding.

§ 8.8.2 The Owner reserves the right in its discretion to require consolidation or joinder of any legal dispute arising out of or relating to this Agreement which another legal dispute involving a person or entity not a party to this Agreement, in the event the Owner believes such consolidation or joinder is necessary in order to resolve such a dispute or avoid duplication of time, expense or effort.

§ 8.8.3 The Contractor shall include similar dispute resolution provisions in all agreements with subcontractors, sub-consultants, suppliers, or fabricators so retained, thereby providing for a consistent method of dispute resolution among the parties to those agreements.

§ 8.8.4 In the event of any inconsistency between this Agreement and the General Conditions of the Contract for Construction applicable for this Agreement, as modified (the "General Conditions"), the terms of this Agreement shall govern.

§ 8.8.5 Claims by the Owner arising under this Agreement shall be subject to the limitations provisions defined in Michigan law, except that in no event shall a claim by the Owner be deemed untimely if filed within six (6) years of final project completion. This provision is acknowledged to apply notwithstanding any other and shorter time frames contractually applicable to claims of the Contractor.

§ 8.8.6 The General Conditions (AIA Document A232 – 2019 Edition), as modified by the Owner, are hereby incorporated into this Agreement.

§ 8.8.7 All specified insurance certificates and/or insurance policies must be received by the Owner and Construction Manager prior to the Contractor commencing work. To the extent required by law or the General Conditions, the Contractor agrees to furnish a performance bond and labor and materials payment bond for the full amount of this contract, including any change orders.

§ 8.8.8 Notwithstanding any provisions within the Contract Documents, nothing shall be deemed a waiver of any immunity granted to Owner by law or statute, including but not necessarily limited to, governmental immunity under MCL 691.1407.

§ 8.8.9 The Owner, being a governmental unit, is protected by the Michigan Void Construction Contracts Act, MCL 691.991.

§ 8.8.10 The Contractor agrees that neither it nor its Subcontractors will discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, conditions or privilege of employment, or any matter directly or indirectly related to employment, because of race, age, sex, color, religion, national origin, ancestry or physical disability. Breach of this covenant may be regarded as a material breach of this Agreement.

§ 8.8.11 The Agreement shall be governed by the laws of the State of Michigan.

§ 8.8.12 The parties agree that the Owner is not waiving any rights its insurer(s) may have to subrogation. To the extent any term in this Agreement or other Contract Documents is contrary to this provision, such term is void and unenforceable.

§ 8.8.13 Examination and Sufficiency of Contract Documents. The Contractor agrees that it has examined all drawings, plans, specifications, details, construction procedures and materials shown on or specified in the Contract Documents and the same are complete and unambiguous, and that Contractor can construct the Work in accordance with all requirements of the Contract Documents within the Contract Time and for the Contract Sum.

§ 8.8.14 Independent Agent. In performing its duties, the Contractor shall at all times act in the capacity of an independent contractor and not as agent of the Owner.

§ 8.8.15 The Contractor acknowledges that Michigan Construction Lien Law is inapplicable to this Project. The Contractor shall promptly cause to be dissolved, at its sole cost, any lien recorded or filed by any contractor, subcontractor, or supplier, or any other person regarding the Contractor's work. The Contractor shall be solely responsible for any costs or damages to Owner related to the filing or attempting filing of a lien related to this Project.

§ 8.8.16 All Contractor employees assigned to work under this Agreement may, at Owner's discretion, be subject to a background check and clearance by the Owner. Failure to obtain such clearance from the Owner may result in mandatory dismissal from the Owner's property and/or termination of the Agreement.

§ 8.8.17 The Contractor shall indemnify and hold harmless the Owner and its board members, officers, administrators, employees, and agents ("Indemnified Parties") from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of, or resulting from, this Agreement or Contractor's performance of the Work. The Contractor shall defend any and all suits brought against the Indemnified Parties by any party for damage to property and/or injury or death to persons claimed to have been caused by Contractor's performance of the Work. In the event of any such injury, death, loss, damage, or claim (or notice of any claim related to same), Contractor shall immediately give written notice to Owner regarding same.

§ 8.8.18 Representations of Contractor. The Contractor represents and warrants the following to the Owner (in addition to any other representations and warranties contained elsewhere in the Contract Documents) as an inducement to the Owner to execute this Agreement: (1) that it will perform all Work called for hereunder in a good and workmanlike manner and in accordance with all legal requirements and the Contract Documents; and (2) that it is authorized to do business in the State of Michigan and properly licensed by all necessary governmental and public authorities having jurisdiction over it and over the Work. All representations and warranties set forth in the Contract Documents shall survive the final completion of the Work and/or the earlier termination of this Contract.

»

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as modified
- .2 AIA Document A132™-2019, Exhibit A, Insurance and Bonds Exhibit
- .3 AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as modified
- .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

Number	Title	Date

- .6 Specifications

Section	Title	Date	Pages

- .7 Addenda, if any:

Number	Date	Pages

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 A132™-2019, Exhibit B, Determination of the Cost of the Work

[« »] AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this Agreement.)

« »

[« »] The Sustainability Plan:

Title	Date	Pages

[« »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

- .9 Other documents, if any, are listed below attached hereto:
(List here any additional documents that are intended to form part of the Contract Documents. ~~AIA Document A232-2019 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.~~)

« »

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

OWNER (Signature)

« Ryan Duvall, Superintendent »

(Printed name and title)

CONTRACTOR (Signature)

« , Owner »

(Printed name and title)

SECTION 006113
PERFORMANCE AND PAYMENT BOND

1. GENERAL

- 1.1. Whether the Performance and Labor Material Payment Bond is single or dual obligee, Trade Contractor must provide a “Performance Bond and Labor and Material Payment Bond”, using AIA Document A312, 2010, , Prepared by the American Institute of Architects, which “Performance Bond and Labor and Material Payment Bond” is hereby made a part of the Contract Documents, the same as if fully restated herein. The Performance and Payment Bond shall be part of the Contract and shall apply to all Trade Contractors Contract Documents.
- 1.2. All bonding companies must be listed by the U.S. Treasury.
- 1.3. All bonding companies must be rated “A” or better by AM Best.
- 1.4. All bonding companies must be licensed to do business in Michigan.
- 1.5. Copies of the Performance Bond and Payment Bond may be obtained from the American Institute of Architects, national office, 1735 New York Avenue, NW, Washington, DC 20006.
- 1.6. The proposed bonding company of the Bidder shall be acceptable to the Owner. The Owner shall be listed as obligee on all Bonds.
- 1.7. The Bonds shall be provided in accordance with MCL 129.201, et seq., and shall minimally comply with all terms set forth therein.
- 1.8. The Owner shall be permitted to bring any claim, action, or lawsuit related to the Bonds in accordance with the statute(s) of limitations applicable under Michigan law. Any attempt to contractually limit such time period shall be null and void.

END OF SECTION

SECTION 006200
CERTIFICATES AND OTHER FORMS

1. GENERAL

1.1. Sample documents, included in this section, shall be used throughout the life of the project.

1.2. Sample forms:

- A. [Clark Construction Company Pre-qualification Form \(clarkcc.com\)](http://clarkcc.com)
- B. Trade Contractor Change Order Sample
- C. Certificate of Insurance Sample
- D. Application and Certificate for Payment (AIA G702 and G703 1992 Edition)
- E. MEP Cost Breakdown (required start-up submittal for MEP Contractors)
- F. Sworn Statement
- G. Partial Unconditional Waiver
- H. Full and Final Unconditional Waiver
- I. Materials Stored Payment Form
- J. Labor Rate Calculations
- K. Form of Guarantee
- L. Certificate of Substantial Completion (AIA G704)
- M. (Insert any additional forms required for the project. Other forms that may be required on a project specific basis include:)
 - 1. State of Michigan Prevailing Wage Rate Schedule
 - 2. Asbestos Free Material Certification
 - 3. Substitution Request
 - 4. Request for Information – Completed electronically through the Project Specific Website (Encompass)
 - 5. Transmittal Form

END OF SECTION

SECTION 007216
GENERAL CONDITIONS

1. GENERAL

1.1. General Conditions of the Contract for Construction shall be the AIA Document A232-2009, as modified by the Owner for the Project.

A. A copy of the General Conditions is enclosed herein.

END OF SECTION

DRAFT AIA® Document A232™ – 2019

General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

for the following PROJECT:

(Name, and location or address)

Airport Community Schools – 2024 bond construction project, as described in the application for preliminary qualification of bonds (No. 58-020-4-K12-15-03), in accordance with the election ballot language, all applicable laws, the approved plans and specifications, the Owner's fixed budget, and as otherwise approved by the Owner.

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

Clark Construction Company
3535 Moores River Drive
Lansing, Michigan 48911
Telephone: (517) 372-0940

THE OWNER:

(Name, legal status, and address)

Airport Community Schools
11270 Grafton Road
Carleton, Michigan 48117
Telephone: (734) 869-7000

THE ARCHITECT:

(Name, legal status, and address)

Kingscott Associates, Inc.
950 Trade Centre Way, Suite 130
Portage, Michigan 49002
Telephone: (269) 381-4880

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.

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 Documents A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

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TABLE OF ARTICLES

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



ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

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

§ 1.1.2 The Contract. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties.

§ 1.1.3 The Work. The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project. The Contractor acknowledges and agrees that the Contract Documents are sufficient to provide for the completion of the Work and that the Contract Documents include work (whether or not shown or described) which reasonably may be inferred to be required or useful for the completion of the Work in accordance with applicable laws, codes, and customary standards of the construction industry.

§ 1.1.4 The Project. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Contractors, and by the Owner's own forces and Separate Contractors.

§ 1.1.5 Contractors. Contractors are persons or entities, other than the Contractor or Separate Contractors, who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager.

§ 1.1.6 Separate Contractors. Separate Contractors are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

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

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

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

§ 1.1.10 Initial Decision Maker. The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not ~~show partiality to the Owner or Contractor and shall not~~ be liable for results of interpretations or decisions rendered in good faith and without negligence.

§ 1.1.11 Products. The term "Product(s)" as used in the Contract Documents refers to the materials, systems, and equipment provided by the Contractor for use in the Work of the Project.

§ 1.1.12 Warranty. The terms "Warranty" and "Guarantee" as used in the Contract Documents shall have the same meaning and shall be defined as "legally enforceable assurance of satisfactory performance or quality of a product or Work."

§ 1.1.13 Materials. Where materials, systems, and equipment items are referred to in the singular, such reference shall not serve to limit the quantity required. The Contractor shall furnish quantities as required by the Contract Documents to complete the Work. Unless specifically limited in the Contract Documents, the words "furnish," "install," and "provide," or any combination thereof mean to furnish and incorporate into the Work, including all necessary labor, materials, and equipment and other items required to perform the Work indicated.

§ 1.1.14 Project Manual. The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract, and Specifications.

§ 1.2 Correlation and Intent of the Contract Documents

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

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

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. Where responsibility for particular Work is required of the Contractor, the Contractor shall not be released from that responsibility by reason of the specification or drawing which establishes the responsibility. Thus, the Contractor shall be responsible for all Work required of it, even though that responsibility may be shown only in that portion of the documents typically pertaining to another contractor or trade.

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

§ 1.2.4 If there should be a conflict between two or more of the Contract Documents then the following order of interpretation shall apply:

- .1 Where requirements specifically set forth in the applicable Agreement are in conflict with other Contract Documents, including but not limited to these General Conditions, the Agreement shall govern.
- .2 In all other instances, the conflict shall be resolved by complying with the provision that is most favorable to the Owner (as determined by the Owner in the Owner's sole discretion).
- .3 When a duplicate of material or equipment occurs in the Drawings, the Specifications or other Contract Documents, each Contractor shall be deemed to have bid on the basis of each furnishing such material or equipment. The Owner, with the assistance of the Architect and Construction Manager, will decide which Subcontractor(s) shall furnish the same.

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

§ 1.5.1 Unless otherwise indicated in the Contract Documents or the Owner/Architect Agreement the Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and unless otherwise indicated in the Contract Documents or the Owner/Architect Agreement, the Architect and respective consultants will retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect’s or Architect’s consultants’ reserved rights.

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

§ 1.6 Notice

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

Wherever the Contract Documents require the Contractor to give "Notice" or "Timely Notice" to the Architect, Public Authority, and/or others, it shall be the Contractor's responsibility to furnish all such notices sufficiently in advance to allow the party receiving the notice reasonable time to react to such notice, including travel time on the job site as necessary, when such notices require the on-site presence of the Architect, Public Authority, their authorized representatives, or others for field observation of inspections, testing or approvals. Reasonable time shall be defined as no less than 24 hours plus normal travel time from the home office of the party being notified to the job site and must also accommodate known, standard, or reasonable processing periods.

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

§ 1.7 Digital Data Use and Transmission

The parties may agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will may use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite

~~AIA Document G202™ 2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

§ 2.2.4 Where the Owner's ~~has designated~~ information furnished under this Section 2.2 as is "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including, but not limited to, those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. Unless otherwise provided under the Contract Documents, the Owner, assisted by the Construction Manager, shall secure and pay for the building permit.

§ 2.3.2 The ~~Owner shall retain an architect~~Architect is the person lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located, if licensed architecture is required by law for the Project. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect," "Architect/Engineer," "Engineer," or "Design Professional" as used herein means the Architect or the Architect's authorized representative.

§ 2.3.3 The ~~Owner shall retain a~~ construction manager adviser is lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the Construction Manager in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.4 If the employment of the Construction Manager or Architect terminates, the Owner shall employ a successor construction manager or architect ~~to whom the Contractor has no reasonable objection and~~ whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.

§ 2.3.5 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Taking into account the Contractor's experience and expertise, and exercise of professional caution, the Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. The Contractor shall not be entitled to additional compensation resulting from its failure to confirm the location of the site utilities or existing structures prior to bid opening.

§ 2.3.6 Upon specific written request of the Contractor, ~~the~~ Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services. Contracts with other Contractors alone shall not constitute sufficient Owner control for purposes of this section.

§ 2.3.7 Unless otherwise provided in the Contract Documents, ~~the Owner shall furnish to~~ the Contractor will receive at least one copy of the Contract Documents in pdf format (or another format reasonably approved by the Owner) for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3.8 The Owner shall endeavor to forward all communications to the Contractor through the Construction Manager. Other communication shall be made as set forth in Section 4.2.6.

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ~~ten~~three-day period after receipt of notice from the Owner or the Owner's designee (or immediately in the case of a threat to the safety of persons or property) to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, including any claim against the Contractor's Performance Bond, correct such default or neglect. In such case, the Owner may deduct from payments then or thereafter due the Contractor. Such action by the Owner and amounts charged to the Contractor are both subject to review by the Construction Manager and prior approval of the Architect, and the Construction Manager or Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses, including any and all legal expenses incurred to effectuate and enforce this provision and compensation for the Construction Manager's and Architect's and their respective consultants' additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor

disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

If the Architect, Construction Manager, Owner, or other contractors or consultants are required to provide additional services due to defects or deficiencies in the Contractor's work or by failure of the Contractor to perform under its agreement, the Contractor shall be responsible for all such costs and fees (including attorney fees), which shall promptly be paid to the Owner. The Owner, Contractor, Architect, and Construction Manager acknowledge that the Owner's receipt of such payment from the Contractor is a condition precedent to the Owner's obligation to make payment to those adversely affected.

This Section 2.5 allows the Owner to withhold payments from a non-performing Contractor irrespective of the termination procedure identified in Section 14.2, and the Owner may pursue either remedy, or both.

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

§ 3.1.1.1 Possession, sale, or consumption of alcoholic beverages on the construction site is strictly prohibited. The unlawful manufacture, distribution, dispensation, possession or use of drugs is prohibited on the construction site.

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.5, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to section 15.1.7,

as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.2.5 Prior to submitting its bid, the Contractor shall have studied and compared the Contract Documents and shall have reported to the Architect any error, inconsistency, or omission in the Contract Documents related to its work. It will be presumed that the Contractor's bid and the Contract Sum include the cost of correcting any error, inconsistency, or omission, which could have been discovered by the exercise of reasonable diligence. Unless the Contractor establishes that such error, inconsistency, or omission could not have been discovered by the exercise of reasonable diligence, the Contractor will make such corrections without additional compensation so that the Work is fully functional.

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Such provision of labor and materials shall occur in sufficient time to satisfy the existing Project schedule. The Contractor bears the risk of any failure to timely provide such labor and materials for any reason. The Contractor agrees to execute the appropriate UCC forms to effectuate the Owner's ownership of the material and equipment furnished pursuant to this Agreement.

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

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

§ 3.4.4 The Contractor, Construction Manager, and Architect each respectively agree that neither they nor their subcontractors will discriminate against any employee or applicant for employment, to be employed in the

performance of this contract, with respect to hire, tenure, conditions or privilege of employment, or any matter directly or indirectly related to employment, because of race, age, sex, color, religion, national origin, ancestry or physical disability. Breach of this covenant may be regarded as a material breach of this contract.

§ 3.4.5 Asbestos-Free Product Installation

§ 3.4.5.1 Asbestos may be present within the construction areas. Contractors are to become aware of Owner's hazardous material report prior to construction. Work is not to disturb any in-place hazardous materials. The Contractor and any Subcontractors must immediately stop all Work and notify the Owner if they reasonably suspect the presence of unknown hazardous materials and/or have disturbed any materials reasonably suspected to be hazardous materials.

§ 3.4.5.2 It is hereby understood and agreed that no product and/or material containing asbestos including chrysolite, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos and any combination of these materials that have been chemically treated and/or altered shall be installed or introduced into the Work by the contractor or his employees, agents, subcontractors, or other individuals or entities over whom the Contractor has control. If applicable, the Contractor shall be required to provide a signed certification statement ensuring that all products or materials installed or introduced into the work all be asbestos-free.

§ 3.4.5.3 The Contractor shall also be required to furnish certified statements from the manufacturers of supplied materials used during construction verifying their products to be asbestos-free in accordance with the requirements of Section 3.4.5.1.

§ 3.4.5.4 The Contractor shall complete and submit to the Owner a certification evidencing asbestos-free product installation prior to issuance of the final Certificate for Payment, in a form acceptable to the Owner.

§ 3.5 Warranty

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

- .1 The Owner will have good title to the Work and all materials and equipment incorporated into the Work and, unless otherwise expressly provided in the Contract Documents, will be of good quality and new;
2. The Work and all materials and equipment incorporated into the Work will be free from all defects, including any defects in workmanship or materials;
3. The Work and all equipment incorporated into the Work will be fit for the purpose for which they are intended;
4. The Work and all materials and equipment incorporated into the Work will be merchantable; and
5. The Work and all materials and equipment incorporated into the Work will conform in all respects to the Contract Documents.

If required by the Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Work, materials, or equipment not conforming to these requirements may be considered defective.

Upon notice of the breach of any of the foregoing warranties or guarantees or any other warranties or guarantees under the Contract Documents, the Contractor, in addition to any other requirements in the Contract Documents, will commence to correct such breach within seventy-two (72) hours after written notice thereof and thereafter will use its best efforts to correct such breach to the satisfaction of the Owner; provided that if such notice is given after

final payment hereunder, such seventy-two (72) hour period shall be extended to seven (7) days. The foregoing warranties and obligations of the Contractor shall survive the final payment and/or termination of the Contract.

The Contractor shall, at the time of final completion of the Work and as a condition precedent to final payment to the Contractor, assign to the Owner all manufacturers' warranties related to the materials and labor used in the Work. The Contractor further agrees to perform the Work in such manner as to preserve any and all such manufacturers' warranties and deliver to the Owner the warranties, project manuals, operating procedures, and other materials related to each of the building systems and materials included in the Contractor's Work and as required by the Specifications.

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

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. The Contractor shall also pay all state and federal taxes levied on its business, income or property and shall make all contributions for social security and other wage or payroll taxes. The Contractor shall be solely responsible for such payments and shall hold the Owner harmless from same. Moreover, the Contract Sum includes all applicable taxes and the Contract Sum shall not be modified as a result of Contractor's failure to include all such applicable taxes, or a change in Contractor's tax liability.

§ 3.7 Permits, Fees, Notices, and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide written and dated notice to the Owner, Construction Manager, and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect and Construction Manager will promptly investigate such conditions and, if the Owner and the Architect, in consultation with the Construction Manager, determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, they will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Owner and the Architect, in consultation with the Construction Manager, determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner, Construction Manager, and Contractor, stating the reasons. If the ~~Owner or~~ Contractor disputes the Architect's determination or recommendation, either party the Contractor may shall submit a Claim as provided in Article 15. The requirements of Section 2 of 1998 PA 57 (MCL 125.1592), as amended, are hereby incorporated into this document. The Contractor shall be alert to any indication or evidence of existing underground or concealed utilities or structures not shown on the Contract Documents and shall immediately notify the Owner of discovery of such evidence. If the Contractor encounters such utilities or structures, it shall cease operations immediately to minimize damage and shall notify the Owner and Architect. The Contractor shall bear the cost of damage resulting from its failure to exercise reasonable care in its construction activity or from continuing operations without notifying the Owner.

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents:

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

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

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The superintendent and any other personnel shall be satisfactory to the Owner in all respects, and the Owner shall have the right to require the Contractor to remove any superintendent or any other personnel from the Project whose performance is not satisfactory to the Owner and to replace such superintendent or other personnel with another who is satisfactory to the Owner.

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information, and the Construction Manager's use in developing the Project schedule, a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. In no event shall the Contractor's Construction Schedule be extended due to action or inaction of the Contractor, except with prior written approval of the Owner within the Owner's sole discretion. The schedule shall

provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Contractors, or the construction or operations of the Owner's own forces or Separate Contractors.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Owner's, Construction Manager's and Architect's approval, ~~which The Architect and Construction Manager's~~ approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, ~~and~~ (2) allow the Construction Manager and Architect reasonable time to review submittals, ~~and~~ (3) provide for expeditious and practical execution of the Work. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall participate with other Contractors, the Construction Manager, and the Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule.

§ 3.10.4 The Contractor shall perform the Work in ~~general~~ accordance with the most recent approved project schedules and the most recent work schedule, ~~submitted to the Owner, Construction Manager, and Architect, and incorporated into the approved Project schedule.~~

§ 3.10.5 The Contractor shall cooperate with the Construction Manager in scheduling and performing its Work to avoid conflict or interference with the Work of others, and the Contractor shall be responsible for any conflict or interferences that it causes. The Construction Manager and the Contractor acknowledge and understand that the work schedule will be modified from time-to-time with the Owner's approval to coordinate with the work of others and that such schedule changes do not give rise to a claim for damages or additional compensation by the Contractor for delay or otherwise. The Contractor shall be required to conform to the most recent Owner-approved schedule and acknowledges that fact was taken into account when it agreed to the Contract Sum and entered into this Contract.

§ 3.10.6 The Contractor shall cooperate with the Construction Manager in working out and following the proper sequence of operations between the Work of the Contractor and that of other trades on the site.

§ 3.10.7 The Contractor shall prosecute the Work undertaken in a prompt and diligent manner whenever the Work (or a part thereof) becomes available, or at such other time as the Owner and/or Construction Manager may direct so as to promote the general progress of the entire construction. The Contractor shall not, by delay or otherwise, interfere with or hinder the Work of the Construction Manager or any other Contractor. Any materials that are to be furnished by the Contractor shall be furnished in sufficient time to enable the Contractor to perform and complete its Work within the time or times provided in the schedule. If the Contractor shall, through its action or inactions, including the actions or inactions of its' subcontractors or suppliers, fall behind in furnishing necessary labor and/or materials to meet the construction needs in accordance with the established schedule, then it shall increase its forces or work such overtime as may be required, at its own expense, to bring its part of the work up to the proper schedule. In the event that the Contractor does not take such action necessary to bring its part of the work up to schedule, as determined by the Construction Manager, then the Owner may supplement the Contractor's forces or take other action permitted under Section 2.4 or Section 2.5. The Contractor shall be responsible for any and all costs of performing or completing the Work, and the Owner may deduct such costs from any payment then or thereafter due Contractor to cover the cost of performing, completing, or correcting such Work. If the amount withheld from payments then or thereafter due Contractor are insufficient to cover such costs, the Owner may bill those costs to the Contractor, and the Contractor shall pay any such sums within ten (10) days of an invoice. Exercise of such rights shall in no way limit or jeopardize the Owner's right to any other remedy, including but not limited to a claim against the Performance Bond of the Contractor.

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data, and Samples

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

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor [for submittal to and review by the Architect](#) to illustrate materials or equipment for some portion of the Work. [All Work shall be furnished and installed in accordance with the Drawings, Specifications and as additionally required by the manufacturer's printed instructions. The Contractor shall review the manufacturer's instructions, and where conflict occurs between the Drawings or Specifications and the manufacturer's instructions, the Contractor shall request clarification from the Architect prior to commencing the Work.](#)

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

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and Construction Manager is subject to the limitations of Sections 4.2.10 through 4.2.12. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Construction Manager, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the Project submittal schedule approved by the Construction Manager and Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Contractors, Separate Contractors, or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples, and similar submittals with related documents submitted by other Contractors.

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

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

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's [review and](#) approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Construction Manager and Architect [in a detailed writing](#) of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of

responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Construction Manager and Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to reasonably rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents, subject to its experience and expertise. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner, ~~the Architect, and the Construction Manager~~ shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, ~~provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy.~~ The Architect and Construction Manager shall be entitled to reasonably rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, subject to their professional judgment, experience, and expertise. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Construction Manager shall review submittals for sequencing, constructability, and coordination impacts on other Contractors.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Construction Manager and Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, permits, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. Only materials and equipment which are to be used for the Project or to carry out the Work shall be stored at the Project site(s). Protection of such materials and equipment shall be the sole responsibility of the Contractor.

§ 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the site.

§ 3.13.3 The Contractor shall provide the Owner with seventy-two (72) hours prior written notice if the Work will involve a utility connection or a shutdown of a utility.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner, Separate Contractors, or of other Contractors by cutting, patching, or otherwise altering

such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner, Separate Contractors, or by other Contractors except with written consent of the Construction Manager, Owner, and such other Contractors or Separate Contractors. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Separate Contractors, other Contractors, or the Owner, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor and its Subcontractors shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner, or Construction Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.15.3 Any areas and/or concurrently occupied space both occupied by the Owner and used in the progress of the Work, whether within the limits of the construction site or the adjacent areas leading to it, shall be maintained in a clean and safe condition and open to travel. Failure by the Contractor to maintain said areas will result in the Owner's cleaning of same, at the expense of the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner, Construction Manager, and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall ~~hold indemnify and hold harmless~~ the Owner, Construction Manager, and Architect ~~harmless~~ from any and all cost, damage, and loss on account thereof, including, but not limited to actual attorneys' fees, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner, Architect, or Construction Manager. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect through the Construction Manager. The review by the Owner of any method of construction, invention, appliance, process, article, device or materials of any kind shall be for its adequacy as integrated into the Work and shall not be an approval for the use thereof by the Contractor in violation of any patent or other rights of any third person.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Construction Manager, Architect, Construction Manager's and Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or in any way related to performance of the Work, or the duties or obligations of this Agreement or the failure of the Contractor or the Work to conform with the Contract Documents, caused in whole or in part by any acts or omissions of the Contractor, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts of any of them may be liable. The Contractor shall not be obligated to indemnify a party for that party's sole negligence but shall remain liable to the fullest extent of its fault or the fault of a person for whom the Contractor is responsible (e.g., a Subcontractor). The Contractor shall be responsible to the Owner, Construction Manager, Architect, Architect's consultants and agents and employees of any of them from and against all amounts such parties may be required to pay in attorney fees in order to pursue enforcement of this provision against the Contractor or otherwise obtain indemnification from the Contractor provided under the terms of this Section 3.18 or any other applicable Contract Document. Such obligation shall not be construed to negate, abridge or reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person set forth in this section. To the fullest extent permitted by law, the Contractor shall indemnify the Owner and save the Owner harmless against all loss by fines, penalties or corrective measures resulting from negligent or wrongful acts or omissions by the Contractor, its Subcontractors, agents, employees or assigns, with respect to the violation of safety requirements of this Contract, including reasonable attorney fees.

resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 ~~In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts. In addition to and not in limitation of the Contractor's other indemnity obligations, the Contractor hereby accepts and assumes exclusive liability for and shall indemnify and save harmless the Owner, Construction Manager and Architect from and against the payment of the following:~~

All contributions, taxes or premiums (including interest and penalties thereon) which may be payable under the unemployment insurance law of any state, the federal Social Security Act, federal, state, county and/or municipal tax withholding laws, or any other law, measured upon the payroll of or required to be withheld from employees by whomsoever employed, engaged in the Work to be performed and furnished under the Contract Documents

All sales, use, personal property and other taxes (including interest and penalties thereon) required by any federal, state, county, municipal or other law to be paid or collected by the Contractor or any of its Subcontractors or vendors or any other person or persons acting for, through or under it or any of them, by reason of the performance of the Work or the acquisition, ownership, furnishing, or use of any materials, equipment, supplies, labor, services or other items for or in connection with the Work;

All pension, welfare, vacation, annuity and other benefit contributions payable under or in connection with respect to all persons by whomsoever employed, engaged in the Work to be performed and furnished under the Contract Documents.

The Contractor shall indemnify and hold the Owner harmless from any claim, damage, loss or expense, including but not limited to actual attorney fees, incurred by the Owner related to any hazardous material or waste, toxic substance, pollution or contamination brought into the Project site or caused by the Contractor or used, handled, transported, stored, removed, remediated, disturbed or dispersed of by Contractor.

§ 3.18.3 In the event that any claim is made or asserted, or lawsuit filed for damages or injury arising out of or resulting from the performance of the Work, whether or not the Owner is named as a party, the Contractor shall immediately advise the Owner, in writing, of such claim or lawsuit and shall provide a full and complete copy of any documents or pleadings thereto, as well as a full and accurate report of the facts involved.

ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement. The term "Architect," "Architect/Engineer," "Engineer," or "Design Professional" as used herein means the Architect or the Architect's authorized representative.

§ 4.1.2 The Construction Manager is the person or entity retained by the Owner pursuant to Section 2.3.3 and identified as such in the Agreement.

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

§ 4.2 Administration of the Contract

§ 4.2.1 The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction until the date the Architect issues

the final Certificate for Payment and with the Owner's written concurrence during the correction period. The Construction Manager and Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise more frequently, as agreed with the Owner or as required by law, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However Subject to the Owner/Architect Agreement, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect will keep the Owner and the Construction Manager reasonably informed about the progress and quality of the portion of the Work completed, will guard the Owner against defects and deficiencies in the work, and promptly report to the Owner and Construction Manager known deviations from the Contract Documents, the Project schedule, and defects and deficiencies observed in the Work.

§ 4.2.3 The Construction Manager shall provide one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner and Architect reasonably informed of the progress of the Work, and will promptly report to the Owner and Architect known deviations from the Contract Documents and the most recent Project schedule, and defects and deficiencies observed in the Work.

§ 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Contractors in accordance with the latest approved Project schedule and shall supervise construction as required by 1937 PA 306 (MCL 388.851 et seq.).

§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Architect, except to the extent required by Section 4.2.4 or by 1937 PA 306 and/or 1980 PA 299, as applicable, will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the Contractor's safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. Except as required by their respective agreements with the Owner, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents and neither. Neither the Construction Manager nor the Architect will have control over or charge of, or be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work. The Construction Manager will schedule and coordinate the work of all Contractors on the Project, including the Contractors' use of the site. The Construction Manager will keep the Contractors informed of the Project Construction Schedule to enable the Contractors to plan and perform the Work in a timely manner.

§ 4.2.6 Communications. The Owner shall endeavor to communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall endeavor to include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall endeavor to promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants may shall be through the Architect. Communications by and with Subcontractors and suppliers shall may be through the Contractor. Communications by and with other Contractors shall be through the Construction Manager. Communications by and with the Owner's own forces and Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.7 The Construction Manager and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9.

§ 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents, and will notify each other about the rejection. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, upon written authorization of the Owner, whether or not the Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the

provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 Utilizing the submittal schedule provided by the Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from other Contractors, the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

§ 4.2.10 The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data, and Samples. Where there are other Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from the Contractor and other Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

§ 4.2.11 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

§ 4.2.12 Review of the Contractor's submittals by the Construction Manager and Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. However, should the Construction Manager or Architect discover during the course of such review any inaccuracies, incompleteness, or other irregularities, they shall immediately notify the Owner of the same to determine an appropriate corrective course of action or notify the Contractor of the same to correct the irregularities.

§ 4.2.13 The Construction Manager will prepare Change Orders and Construction Change Directives in consultation with the Architect.

§ 4.2.14 The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7, and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.15 ~~Utilizing the documents provided by the Contractor, t~~The Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples, and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner in good condition and reasonably organized upon completion of the Project.

§ 4.2.16 The Construction Manager will assist the Architect in conducting inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 4.2.17 ~~If the Owner and Architect agree, the~~The Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Construction Manager of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.18 The Architect will interpret ~~and decide~~ matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractor through the Construction Manager. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.19 Interpretations ~~and decisions~~ of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations ~~and decisions~~, the Architect will endeavor to secure faithful performance by ~~both Owner and Contractor, will not show partiality to either,~~ and will not be liable for results of interpretations ~~or decisions~~ so rendered in good faith and without negligence.

§ 4.2.20 The Architect's ~~decisions-interpretations~~ on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents and acceptable to the Owner.

§ 4.2.21 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing, through the Construction Manager, to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness given the particular circumstances. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include other Contractors or Separate Contractors or the subcontractors of other Contractors or Separate Contractors. The term "Subcontractor" shall also include material and equipment suppliers.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Construction Manager, for review by the Owner, Construction Manager and Architect, of the persons or entities proposed for each principal portion of the Work, including those who are to furnish supplies, materials or equipment, including those fabricated to a special design. Within 14 days of receipt of the information, the Construction Manager ~~may will~~ notify the Contractor whether the Owner, the Construction Manager or the Architect (1) has reasonable objection to any such proposed person or entity or, (2) requires additional time for review. Failure of the Construction Manager to provide notice within the 14 day period shall constitute notice of no reasonable objection. The Contractor shall remain, in all instances, jointly and severally liable to the Owner for all acts or omissions of its Subcontractor. All contractual agreements with additional persons or entities serving as a

subcontractor shall incorporate the Contract Documents, expressly identify the Owner as a third-party beneficiary, give the Owner all rights against the Subcontractor that it would have against the Contractor, and state that the Owner shall enjoy all third-party beneficiary rights not prohibited by law.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner, Construction Manager or Architect makes reasonable objection to such substitution. The Contractor shall notify the Owner, the Architect, and the Construction Manager of any proposed subcontractor substitution a minimum of 10 days prior to such proposed change.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, that the Contractor, by these Contract Documents, assumes toward the Owner, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

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

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall may be equitably adjusted for increases in cost resulting from the suspension as negotiated by the parties.

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

~~the Owner shall nevertheless remain legally responsible for all of the successor Contractor's obligations under the subcontract.~~

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction with Own Forces and to Award Other Contracts

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance, ~~and waiver of subrogation. The Construction Manager and Contractor shall be responsible for coordinating the Work with the work of other Contractors, including the Owner's own forces or Separate Contractors so as to complete the Work in accordance with the Project schedule.~~

§ 6.1.2 When the Owner performs construction or operations with the Owner's own forces or Separate Contractors, the Owner shall provide for coordination of such forces and Separate Contractors with the Work of the Contractor, who shall cooperate with them.

~~§ 6.1.3 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.~~

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner's own forces, Separate Contractors, Construction Manager and other Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces, Separate Contractors or other Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Construction Manager and Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor or other Contractors that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Construction Manager and the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's or other Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractors or other Contractors that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to a Separate Contractors or to other Contractors, because of the Contractor's delays, improperly timed activities or defective construction. ~~The Owner shall be responsible to the Contractor for costs the Contractor incurs because of delays, improperly timed activities, damage to the Work or defective construction by the Owner's own forces, Separate Contractors, or other Contractors.~~

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction, or to property of the Owner, Construction Manager, Separate Contractors, or other Contractors as provided in Section 10.2.5. Should a claim be made that the Contractor wrongfully delayed or caused damage to the Work or property of another contractor (including the Owner's own forces, other Contractors, or Separate Contractors), the Contractor shall promptly settle the dispute with such other contractor. If such other contractor sues the Owner on account of any delay or damage alleged to have been caused by the Contractor, the Construction Manager will notify the Contractor who shall defend such proceedings at the Contractor's sole expense. If any judgment or award against the Owner arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the Owner for all costs, including attorneys' fees and court costs, which he Owner may have incurred.

§ 6.2.5 The Owner, Separate Contractors, and other Contractors shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, other Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up ~~and the Construction Manager, with notice to the Architect, will~~ allocate the cost among those responsible. The Owner's right to clean up shall in no event be deemed a duty, and should the Owner choose not to pursue this remedy, the Contractor necessitating such action shall remain fully responsible for the same.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, only by Change Order, Construction Change Directive, written contract amendment, or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Construction Manager, Architect and Contractor. A Construction Change Directive requires agreement by the Owner, Construction Manager and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.1.4 Where a change in the Work requires overtime labor, and the Owner approves in advance such overtime labor in writing, the cost to the Owner of overtime labor shall be determined by the actual premium wages paid for such overtime labor, over and above the cost of straight time wages, plus payroll charges applicable thereto, plus the cost of direct additional expenses relating to the overtime work, plus a percentage for the Contractor's overhead cost as stipulated in the Contract. No Contractor profit shall be included in such cost. Overtime labor caused by Contractor's failure to timely and/or properly perform shall be at no additional cost to the Owner.

§ 7.2 Change Orders

A Change Order is a written instrument prepared by the Construction Manager and signed by the Owner, Construction Manager, Architect, and Contractor, stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.3 The Contractor's agreement on any Change Order shall constitute its final settlement of all matters relating to the direct and indirect costs associated with such change and any and all related adjustments to the Contract Sum and the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Construction Manager and signed by the Owner, Construction Manager and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one or more of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;

- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

However, the Contract Time shall be adjusted only if the Contractor demonstrates to the Owner that the changes in the Work required by the Construction Change Directive adversely affect the critical path of the Work.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager shall determine, with the Owner's approval, the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to a reasonable amount of the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Construction Manager and Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Construction Manager of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time. Contractor agreements to a Construction Change Directive shall require a follow-up writing or signature as contemplated in Section 7.3.7.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager and Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for undisputed Work completed under the Construction Change Directive in Applications for Payment. For those undisputed portions, the Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine to be reasonably justified. The interim determination of cost, if agreed to by the Owner in writing, shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party the Contractor to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree in writing with a determination made by the Construction Manager and Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments in writing, such agreement shall be effective immediately and the Construction Manager shall prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Owner and Construction Manager and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Owner and Construction Manager that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

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

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for obtaining all supplies, materials, tools and equipment necessary to perform the Work and for properly performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time. All work shall be completed in sufficient time to allow for clean-up and preparation for Owner move-in prior to the date of Substantial Completion.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 Provided the Contractor submits a written request for an extension not more than fourteen days after the occurrence that gives rise to the delay, if the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner, Architect, Construction Manager, or an employee of any of them, or of the Owner's own forces, Separate Contractors, or other Contractors; (2) by changes ordered in the Work; (3) by labor disputes, fire, government-declared emergencies, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending litigation, mediation, and or binding dispute resolution arbitration, as applicable; or (5) by other causes that the Contractor asserts and the Architect, based on the recommendation of the Construction Manager, determines justify delay, then the Contract Time shall may be extended by Change Order. for such reasonable time as the Architect may determine. Failure of the Contractor to submit a timely request for an extension shall irrevocably waive the Contractor's right to such an extension of time. If the Contract Time is subject to extension pursuant to this subparagraph, such extension shall be the exclusive remedy of the Contractor and the Contractor shall not be entitled to recover damages from the Owner. Further, minor modifications in Contract Time resulting from adjustments in the Project construction schedule shall not be deemed a sufficient cause for an extension of time under this Section.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

~~§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.~~

§ 8.4 Delay Damage Claims

§ 8.4.1 If the Contractor fails to complete its Work on time resulting in loss or damage to the Owner, the Owner shall be entitled to recover any damages caused by the Contractor's breach, including overhead, profit, extended general conditions, actual attorney fees, etc.

§ 8.4.2 In the event the Contractor is delayed or hindered in the commencement or progress of the Work, including but not limited to those delays caused by the Work or lack of Work of another contractor or subcontractor on the Project, and the Contractor claims monetary damages as a direct and proximate consequence thereof (including, but not limited to, extended general conditions, overhead, profit, overtime, interest, supervision or other costs or profits whatsoever), then the Contractor shall not assert such claims against the Architect, Construction Manager or Owner and, as to the Architect, Construction Manager and Owner, the Contractor's claims of such delay damages are hereby waived. The Contractor's sole and exclusive remedy regarding claims for monetary delay damages shall be to pursue such claims directly against any contractor(s) and/or subcontractors on the job which may have caused the delay, and with regard to such claims asserted against the Contractor by any other contractor(s) and/or subcontractors, the Contractor hereby waives the defense of absence of contractual privity and hereby assumes liability to other contractor(s) and/or subcontractors arising out of the Contractor's actions or inactions resulting in such delay and claim.

§ 8.4.3 For any delay claims raised against the Owner, the Contractor's sole and exclusive remedy is an extension of time to perform the Work not to exceed the time frame of any proven delay. Under no circumstances is the Contractor entitled to monetary delay damages from the Owner.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted, unless the Contractor provided such unit prices as a part of a competitive bid.

§ 9.2 Schedule of Values

~~Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Construction Manager, b~~Before the first Application for Payment, the Contractor shall submit a schedule of values allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Construction Manager and the Architect. This schedule, unless objected to by the Owner, Construction Manager, or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. The Construction Manager shall forward to the Owner and Architect the Contractor's schedule of values. Any changes to the schedule of values shall be submitted to the Construction Manager and supported by such data to substantiate its accuracy as the Construction Manager and the Architect may require, and unless objected to by the Construction Manager or the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least fifteen days before the date established for each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment prepared in accordance with the schedule of values, ~~if required under Section 9.2,~~ for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner, Construction Manager or Architect require, such as copies of requisitions, and releases of waivers of lien from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Construction Manager and Architect, but not yet included in Change Orders. A Contractor's request for payment of sums related to work regarding Construction Change Directives shall, unless qualified in writing at the time of

request, constitute full and complete consent to the Construction Change Directive(s) and to the issuance of a Change Order.

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

§ 9.3.1.3 The Contractor shall submit with each monthly Application for Payment (1) an Affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the previous application was submitted and the Owner might in any way be responsible have been paid or otherwise satisfied, and (2) a release or waiver of liens arising out of the Contract from each Contractor and/or Subcontractor, materialman, supplier and laborer or the Contractor addressing all previous Applications for Payment submitted for the Project.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site. Payment to Contractor for materials stored off site is discouraged. When circumstances indicate that the Owner's best interest is served by off-site storage, the Contractor shall make written request to the Owner and Construction Manager for approval to include such material costs in its next progress payment. The Contractor's request shall include the following information:

- .1 A list of the fabricated materials consigned to the Project (which shall be clearly identified, giving the place of storage, together with copies of invoices and reasons why materials cannot be delivered to the site.
- .2 Certification that items have been tagged for delivery to the Project and that they will not be used for another purpose.
- .3 A letter from the Contractor's Surety indicating agreement to the arrangements and that payment to the Contractor shall not relieve either party of their responsibility to complete the Work.
- .4 Evidence of adequate insurance covering the material in storage, which shall name the Owner as additionally insured.
- .5 Costs incurred by the Owner, Construction Manager and Architect to inspect material in off-site storage shall be paid by the Contractor.
- .6 Subsequent pay requests shall itemize the materials and their cost which were approved on previous pay requests and remain in off-site storage.
- .7 When a partial payment is allowed on account of material delivered on the site of the Work or in the vicinity thereof or under possession and control of the Contractor, but not yet incorporated therein, such material shall become the property of the Owner, but if such material is stolen, destroyed or damaged by casualty before being used, the Contractor will be required to replace it at its own expense.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Certificate for Payment, in the full amount of the Application for Payment, with a copy to the Construction Manager; or (2) issue to the

Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.

§ 9.4.2 Where there is more than one Contractor performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives all of the Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Contractor's application with information from similar applications for progress payments from the other Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 9.4.2.1 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Project Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Project Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors. As between the Owner and the Contractor, the failure of the Architect or Construction Manager to notify the Contractor or the Owner of a withheld certification does not render such withholding ineffective, and the Owner shall have no obligation to pay a Contractor for uncertified amounts or amounts for which no Certificate for Payment has been issued. If the Contractor does not receive notice of a withheld certification, it shall proceed as provided in Section 9.6.

§ 9.4.3 The Construction Manager's certification of an Application for Payment or, in the case of more than one Contractor, a Project Application and Certificate for Payment, shall be based upon the Construction Manager's evaluation of the Work and the data in the Application or Applications for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.4 The Architect's issuance of a Certificate for Payment or, in the case of more than one Contractor, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and data in the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.5 The representations made pursuant to Sections 9.4.3 and 9.4.4 are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Construction Manager or Architect, in writing, together with the Certification which the qualification pertains.

§ 9.4.6 The issuance of a Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or Architect has, unless otherwise required by contract or law, (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.3 and 9.4.4 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.2. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of

- .1 defective Work not remedied, or the Contractor is in breach of the Agreement;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor or other Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents;
- .8 the Work not having progressed to the extent set forth in the Application for payment; or
- .9 representations of the Contractor are untrue.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect or Construction Manager withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Construction Manager, and both will reflect such payment on the next Certificate for Payment.

§ 9.5.5 If the Contractor disputes any determination by the Owner, Architect, or Construction Manager with regard to any Certificate for Payment, the Contractor shall nevertheless continue to expeditiously perform the Work and such dispute shall provide no basis for any manner of suspension of the Contractor's performance of the Work.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment or Project Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Construction Manager and Architect.

§ 9.6.1.1 The Owner may, in its sole discretion, choose to make payments to Contractors through the Construction Manager. More particularly, the Owner may distribute funds to the Construction Manager for the Construction Manager to then provide payment to each respective and applicable Contractor. The Owner may discontinue this practice at any time in its sole discretion.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate

agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Construction Manager will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner, Construction Manager and Architect on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner, Construction Manager nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 ~~The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4. The Owner may, in its sole discretion, after providing Contractor with ten (10) days prior written notice, make direct payments to the Contractor's Subcontractors, material men, laborers or claimants relating to labor or material provided to the Contractor in the event the Subcontractors, material men, laborers or claimants threaten to or actually cease providing labor and/or materials for the Project due to nonpayment such that, in the Owner's determination, progress of the Project and the Project's schedule are jeopardized. All payments made pursuant to this section shall be considered the same as if paid directly to the Contractor and shall constitute partial payment of the Contract Sum. In the event the Contractor disagrees with the amount proposed to be paid to one or more Subcontractors, material men, laborers or claimants, the Contractor shall provide a bond in the amount the Contractor believes the Owner will overpay, within ten (10) days of receipt of notice, or be barred from making any claim that the amount of the direct payment was incorrect. Payment under this provision shall not jeopardize any other remedy available to the Owner.~~

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.6.9 Subject to applicable law, if a petition in bankruptcy or any other arrangement or proceeding regarding insolvency, assignment for the benefit of creditors, trust, chattel mortgage, or similar state or federal proceeding, whether voluntary or involuntary, shall be filed with respect to the Contractor, the Owner may withhold the final balance, or any other payments, whether or not an application for progress payment has been properly filed, until expiration of the period of any guarantees or warranties required for the Contractor, and the Owner may pay out such funds the amount necessary to satisfy any claims or costs that otherwise would have been covered by such guarantees or warranties.

§ 9.7 Failure of Payment

If the Construction Manager and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor and without justifiable basis under the Contract Documents, within fourteen days after the Construction Manager's receipt of the Contractor's Application for Payment, or if the Owner

does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Construction Manager and Architect or awarded by binding dispute resolution, unless the Owner, in good faith, disputes the amount certified, then the Contractor may, upon ~~seven~~twenty-one additional days' notice to the Owner, Construction Manager and Architect, stop the Work until (1) the Contractor receives payment of the amount owing, or (2) the Contractor receives notice from the Architect, Construction Manager, or Owner of a full or partial withheld certification as provided herein has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents. The Owner shall have no obligation to pay the Contractor unless it receives a Certificate for Payment for the amount certified. The Owner may withhold payment from a non-performing Contractor irrespective of the issuance of a Certificate for Payment.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents and when all required occupancy permits, if any, have been issued, so the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Construction Manager, and the Contractor and Construction Manager shall jointly prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the list, the Architect, assisted by the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect immediately. In such case, the Contractor shall then submit a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion.

§ 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.8.6 Notwithstanding Sections 9.8.1 and 9.8.2, as a condition precedent to establishing the date of Substantial Completion, the Contractor shall prepare and submit to the Architect and Construction Manager a comprehensive list of items to be completed or correct (a "punch list"). The Contractor shall respond immediately to correct Work deficiencies and/or punch list items. Should the Contractor fail to make corrections in a timely fashion, but not later than thirty (30) calendar days from the date of Substantial Completion or notification of the required corrections, whichever is earlier, such Work may be corrected by the Owner at the Contractor's sole expense, and the Contract Sum may be adjusted accordingly.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have

accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor and Construction Manager shall jointly prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect after consultation with the Construction Manager. The Contractor shall proceed with the work in such a manner as reasonably directed and shall cooperate with the Owner to limit interruptions.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Construction Manager, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon completion of the Work, the Contractor shall forward to the Construction Manager a notice that the Work is ready for final inspection and acceptance, and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager shall perform an inspection to confirm the completion of Work of the Contractor. The Construction Manager shall make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection, and shall then forward the Contractors' notices and Application for Payment or Project Application for Payment, to the Architect, who will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Construction Manager's and Architect's final Certificate for Payment or Project Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) an affidavit that states the Work is fully completed and performed in accordance with the Contract Documents and is satisfactory to the Architect and the Owner, (6) in the event of Contractor bankruptcy, at the Owner's option, an order entered by the court having jurisdiction of the Contractor's insolvency proceeding authorizing such payment, (7) a general release executed by the Contractor on a form provided by the Construction Manager, (8) all close-out documents and warranties have been provided in a reasonable and acceptable manner, (9) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (10), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable actual attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Construction Manager and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction

Manager and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect through the Construction Manager prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall not constitute a waiver of any Claims by the Owner, ~~except those arising from~~

- ~~.1 ——— liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;~~
- ~~.2 ——— failure of the Work to comply with the requirements of the Contract Documents;~~
- ~~.3 ——— terms of special warranties required by the Contract Documents; or~~
- ~~.4 ——— audits performed by the Owner, if permitted by the Contract Documents, after final payment.~~

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of all claims by that payee except those previously made in writing and identified by that payee as being unsettled and being an exception to the waiver of this section at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors. The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor;
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction; and
- .4 construction or operations by the Owner, Separate Contractors, or other Contractors.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss. The Contractor shall take all reasonable safety precautions with respect to its Work and the work of others, shall comply with all standard industry safety measures and shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority and all other requirements of the Contract Documents, including those applicable to the safety of persons or property. The Contractor shall be responsible for the safety of all of the Contractor's employees and the safety of all of the Contractor's Subcontractors, suppliers, and their employees. The Contractor shall report in writing to the Construction Manager any injury to any of Contractor's or its Subcontractors' employees at the site within one (1) day after the occurrence of such injury. The Contractor acknowledges receiving, or having access to an opportunity to review, health and safety information about the Project site(s), including any applicable asbestos management plan and any other environmental information it deems necessary to perform the work.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable, necessary, or appropriate safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The Contractor shall be solely and fully responsible for any and all damage claims and for defense of all actions against the Owner relating to such explosives, hazardous materials and/or unusual methods.

§ 10.2.5 The Contractor shall promptly remedy damage and loss ~~(other than damage or loss insured under property insurance required by the Contract Documents)~~ to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner, Construction Manager and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If ~~either party~~ the Contractor suffers injury or damage to person or property because of an act or omission of the ~~other party~~ Owner, or of others for whose acts ~~such party~~ the Owner is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the ~~other party~~ Owner within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the ~~other party~~ Owner to investigate the matter. The Contractor's failure to do so shall be an irrevocable waiver of any claim against the Owner arising out of such injury or damage. Injury or damage to persons or property suffered by the Owner because of an act or omission of the Contractor or others for whose acts the Contractor is legally responsible shall be subject to the limitations provisions established by Michigan law.

§ 10.2.8.1 The Contractor causing damage to the Work of another Contractor shall be responsible for the repair and replacement of such damaged Work. Back charges may be made against the Contract sum of the damaging Contractor when corrections are not made promptly.

§ 10.2.8.2 The Owner reserves the right to pay the Contractor suffering damage from monies due the Contractor who is responsible for the Work required by same and shall deduct it from the Contract amount due the said responsible Contractor.

§ 10.2.9 If the Contractor or any Subcontractor chooses to use any systems, equipment, facilities, or services which have been incorporated in the Project as a permanent part thereof by any other, the Contractor shall assume full responsibility for damages caused to said systems, equipment, facilities or services, and have damages repaired as required, so that in no case will the performance of the used systems, equipment, facilities or services be diminished from the specified criteria as a result of such use.

§ 10.2.10 The Contractor acknowledges that the safety of the Owner's students, employees and guests is of the utmost importance. The Contractor will take no action which would jeopardize the safety of the Owner's students, employees and guests and, without the Owner's written approval, shall take no action which would interfere with the Owner's activities. Without limiting the foregoing provisions, the Contractor shall comply with all laws applicable to students and/or school safety.

§ 10.3 Hazardous Materials

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not

addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner, Construction Manager and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner in its discretion shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall, as a courtesy, furnish in writing to the Contractor, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. ~~The Contractor, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Architect have no reasonable objection.~~ When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately ~~and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of to~~ address shutdown, delay, and start-up.

~~**§ 10.3.3** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Construction Manager, Architect, their consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.~~

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site, ~~unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances. To the extent the Contract requires the removal, transport and disposal of hazardous materials, the Contractor agrees that it assumes responsibility for said tasks as a part of the Agreement.~~

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

~~**§ 10.3.6** If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.~~

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's reasonable discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7. Nothing in this section will be construed as relieving Contractor from the cost and responsibilities for emergencies covered hereby.

§ 10.5 Notification of Utility Companies

§ 10.5.1 At least five (5) working days prior to the start of work in areas which may involve existing utility lines, the Contractor shall notify the MISS DIG notification system of the planned work.

§ 10.5.2 The utility company should, upon receipt of notice, stake, mark or otherwise designate the location (and depth) of their lines, or temporarily move the line(s).

§ 10.5.3 The Contractor shall immediately report to the respective utility company any break or leak in its lines, or any dent, gouge, groove or other damage to the utility line or to its coating or cathodic protection made or discovered in the course of the Work.

§ 10.5.4 The Contractor shall immediately alert the Owner, Construction Manager, Architect and occupants of nearby premises of any and all emergencies caused or discovered in the utility line(s) in the course of the Work.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement, as described or elsewhere in the Contract Documents, as required by law, or as reasonably required by the Owner in light of the nature of services performed and insurance obligations of its other contractors and consultants. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, ~~Construction Manager and Construction Manager's consultants, and the Architect and Architect's consultants,~~ shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents. On all insurance contracts under which the Contractor is obligated to have its insurance company name the Owner as additional insured, the Contractor shall require such insurance company to add to the policy the following clause: "The insurance afforded to the Additional Insured is primary insurance. If the Additional Insureds have other insurance which is applicable to the loss on an excess or contingent basis, the amount of the insurance company's liability under this policy shall not be reduced by the existence of such other insurance." Certificates of insurance acceptable to the Owner shall be submitted by Contractor to the Owner and Construction Manager prior to commencement of Work and thereafter upon renewal or replacement of each required policy of insurance. The Construction Manager shall be responsible for collecting, reviewing for compliance, and maintaining all insurance certificates required on behalf of the Owner and make them available upon the Owner's request.

§ 11.1.2 The Contractor shall provide bonds covering faithful performance of 100% of the Contract and payment of 100% of the obligations arising thereunder as stipulated in bidding requirements or specifically required by the Contract Documents or by law on the date of the Contract. The Contractor shall provide such additional surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located and that are reasonably acceptable to the Owner. The Construction Manager shall obtain copies of the Performance Bond and Payment Bond required by the Agreement from the Contractor prior to Contractor beginning performance pursuant to the Agreement. The Contractor's obligation to provide such bonds shall not be waived in any fashion, including any failure to secure such bonds prior to Contractor beginning performance pursuant to the Agreement.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice directly to the Owner, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract

Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform both the Contractor and the Construction Manager, separately and in writing, prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may reasonably delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. ~~In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner.~~ The cost of the insurance shall be charged to the Owner by a Change Order. ~~If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.~~

§ 11.2.2.1 The Contractor shall at the Contractor's own expense provide insurance coverage for materials stored off the site after written approval of the Owner at the value established in the approval, and also for portions of the Work in transit until such materials are permanently attached to the work.

§ 11.2.2.2 The insurance required by Section 11.2 is not intended to cover machinery, tools or equipment owned or rented by the Contractor that are utilized in the performance of the Work, but not incorporated into permanent improvements. The Contractor shall, at the Contractor's own expense, provide insurance for owned or rented machinery, tools or equipment.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice directly to the Contractor, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; and (2) the Contract Time and Contract Sum ~~shall be equitably~~ may be adjusted by negotiation between the parties; ~~and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled.~~ If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner is not waiving any rights its insurer(s) may have to subrogation. To the extent any terms in the General Conditions or any other Contract Documents are contrary to the aforementioned, such terms shall be deemed void and unenforceable. The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Construction Manager and Construction Manager's consultants; (3) the Architect and Architect's consultants; (4) other Contractors and any of their subcontractors, sub-subcontractors, agents, and employees; and (5) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, other Contractors, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

~~§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.~~

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. ~~The Owner waives all rights of action against the Contractor, Architect, and Construction Manager for loss of use of the Owner's property, due to fire or other hazards however caused.~~

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds. ~~The Owner shall use its best efforts, with consultation of the Construction Manager, to reach a quick and fair settlement for all interested parties, with the insurance companies after a loss, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Construction Manager, Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Construction Manager, Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.~~

~~**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.~~

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their examination and be replaced at the Contractor's expense without change in the Contract Time or Contract Sum.

§ 12.1.2 If a portion of the Work has been covered that the Construction Manager or Architect has not specifically requested to examine prior to its being covered, the Construction Manager or Architect may request, with the Owner's consent, to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Owner shall reasonably adjust ~~Contractor shall be entitled to an equitable adjustment to~~ the Contract Sum and Contract Time as ~~may be~~ appropriate. At the time Owner's consent is sought as described herein, the Architect and/or Construction Manager shall notify the Owner that additional costs may apply if the Work is in accordance with the Contract Documents. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Construction Manager or Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion, and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Construction Manager's and

Architect's services and expenses made necessary thereby, shall be at the Contractor's expense. If any portion of the Work is determined by the Owner, Construction Manager or Architect, either during performance of the Work or during any applicable warranty period, to be defective or not in compliance with the contract requirements, the Construction Manager or Owner shall notify the Contractor in writing that such Work is rejected. Thereupon, the Contractor shall immediately replace and/or correct such Work by making the same comply strictly with all the requirements therefor. The Contractor shall bear all costs of correcting such rejected Work, including work of other Subcontractors and including compensation for the Architect's and Construction Manager's additional services and any delay or related damage to the Owner made necessary thereby. The Construction Manager shall have the right to charge the Contractor for any compensation payable for the Architect's or Construction Manager's additional services required by the Contractor's rejected Work and deduct the payment from the next payment due the Contractor.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within ~~one~~two years after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner or Construction Manager to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner or Construction Manager shall give such notice promptly after discovery of the condition. During the one year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. During that correction period, if the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, Construction Manager or Architect, the Owner may correct it in accordance with Section 2.5.

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

§ 12.2.2.3 The ~~one~~two-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

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

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner, Separate Contractors, or other Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the ~~one~~two-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.2.6 The Contractor shall respond immediately to correct Work deficiencies and/or punch list items. Failure to correct Work deficiencies and/or punch list items in a timely fashion shall be a substantial breach, and the Owner may terminate the Contract immediately without following the procedure identified in Section 14.2. As used in this Section 12.2.6, "timely" means the Contractor shall begin correction within three days of receiving the punch list or notice of work deficiency, and correction will be completed in a commercially reasonable time in accordance with the direction of the Construction Manager. Whether or not the Contract is terminated, if the Contractor fails to make corrections in a timely fashion, such Work may be corrected by the Owner, in its sole discretion, at the Contractor's expense and the Contract Sum may be adjusted by backcharge accordingly. The Contractor shall promptly notify the Construction Manager, in writing, when the Work deficiencies and/or punch list items are completed. Upon the review of the Work by the Construction Manager after such notification by the Contractor, if Work deficiencies

and/or punch list items shall continue to exist, the Contractor shall reimburse any cost incurred by the Owner, including the Construction Manager's and Architect's fees for reinspections of the Work. Failure to pay such costs within ten (10) days of receipt of a demand regarding the same shall permit the Owner to withhold such amounts from the unpaid portion of the Contractor's contract.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made. The acceptance of nonconforming Work by the Owner shall be by written Change Order, specifically referencing that it addresses nonconforming work, acceptable to the Owner's authorized representative, and signed by all parties. Acceptance of nonconforming Work may only occur pursuant to such written Change Order.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the State of Michigan in all respects, except that claims and causes of action brought by the Owner shall not be deemed untimely if filed within six (6) years of substantial completion of the entire (and all) Project(s), place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Construction Manager, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Construction Manager, Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Construction Manager and Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Construction Manager and Architect of when and where tests and

inspections are to be made so that the Construction Manager and Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents or applicable law, all costs made necessary by such failure, including those of repeated procedures and compensation for the Construction Manager's and Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Construction Manager for transmittal to the Architect.

§ 13.4.5 If the Construction Manager or Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Construction Manager or Architect will do so promptly and, where practicable, at the normal place of testing.

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

§ 13.5 Interest

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

§ 13.6 The Contractor agrees that time is of the essence and to start work when directed by the Construction Manager and to furnish sufficient materials and a sufficient number of properly skilled workers, so as not to delay the work of any other Contractor or completion of the Project.

§ 13.7 Notwithstanding any provisions within the Contract Documents, nothing shall be deemed a waiver of any immunity granted to Owner by law or statute, including but not necessarily limited to, governmental immunity under MCL 691.1407.

§ 13.8 The Owner, being a governmental unit, is protected by the Michigan Void Construction Contracts Act, MCL 691.991.

§ 13.9 The Owner may, at its sole discretion, suspend the Project (and its payment obligations concerning the Project) in the occurrence of an event beyond the reasonable control of the Owner, which could include: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by any governmental authority or utility or the inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals, in each case if not caused by the fault of the Owner. The Owner will provide the Architect, Construction Manager, and Contractors written notice if it suspends the Project under this Section 13.9.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days for reasons within the Owner's control through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, which may include ~~for~~ any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Construction Manager has not certified or the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4, or because the Owner has not made payment on a Certificate for Payment within the time

stated in the Contract Documents, subject to justifiable withholding of payment as described herein or in the Contract Documents; or

- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit-direct costs on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days, for reasons within the Owner's control and through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees, or any other persons performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3. The Contractor may not terminate the Contract unless it has submitted claims for the delays and sought an extension of time for each delay.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 ~~repeatedly~~ refuses or fails to supply enough properly skilled workers or proper materials to the point of negatively impacting the Project and/or the related schedule;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 ~~repeatedly~~ disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; ~~or~~
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents; ~~or~~
- .5 the Contractor fails to prosecute the Work or any part thereof with promptness and diligence or fails to perform any provisions of this Contract, or goes into bankruptcy, liquidation, makes an assignment for the benefit of creditors, enters into a composition with its creditors, or becomes insolvent.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, after consultation with the Construction Manager, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, ~~seven-three~~ days' notice, terminate the Contractor's right to proceed with the Work, or such part of the Work as to which such defaults have occurred, and may take any one or more of the following actions: employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

The notice required by this Section 14.2.2 shall not give the Contractor a right to cure defective Work or to cure other grounds for termination under Section 14.2.1. Further, the Owner's failure to strictly comply with the formal requirements of termination (e.g., by providing less than three days' notice of termination) shall not be a substantial breach by the Owner.

In the event the Contractor's surety bond requires notice of intent to declare a default of the Contractor and if such bond notice is provided by the Owner, such notice shall be adequate to satisfy the three (3) day written notice described above in this section.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, and other damages incurred by the Owner in pursuing termination and completion of the Work, including actual attorney and legal fees and costs, and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall, upon application, be certified by the Initial Decision Maker after consultation with the Construction Manager, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and the Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

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

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

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

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, ~~including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.~~

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 **Definition.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract, including but not limited to additional sums, additional time for performance, or damages for delay. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents. The Contractor shall not knowingly (as "knowingly" is defined in the Federal False Claims Act, 31 USC 3729, et seq.) present or cause to be presented a false or fraudulent Claim. As a condition precedent to making a Claim by the Contractor, the Claim shall be accompanied by an affidavit sworn to before a notary public or other person authorized to administer oaths in the State of Michigan and executed by an authorized representative of the Contractor, which states that: "The Claim which is submitted herewith complies with subparagraph 15.1.1 of the General Conditions, as amended, which provides that the Contractor shall not knowingly present or cause to be presented a false or fraudulent claim." Claims of the Owner shall be governed by the relevant Michigan statutory limitations period.

§ 15.1.2 Time Limits on Claims

The Owner ~~and Contractor~~ shall commence all Claims and causes of action ~~against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.~~ Section 13.1 and Section 15.1.2.1, regardless of any other time frames identified in this Agreement. The Contractor shall commence all claims and causes of action in accordance with Section 15.1 and, if shorter, any other provisions of this Agreement and Michigan law.

§ 15.1.2.1 Regardless of any provisions to the contrary, the statute of limitations with respect to any defective or nonconforming Work which is not discovered by the Owner shall not commence until the discovery of such defective or nonconforming Work by the Owner. See also Section 13.1.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by ~~either the Owner or Contractor~~, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by written notice to the ~~other party~~ Owner and to the Initial Decision Maker with a copy sent to the Construction Manager and Architect, if the Architect is not serving as the Initial Decision Maker. Claims by ~~either party~~ the Contractor under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the ~~claimant~~ Contractor first recognizes the condition giving rise to the Claim, whichever is later. Failure to timely and properly initiate a claim shall be an irrevocable waiver of such claim. Claims by the Owner shall be governed by the applicable statute of limitations period, except as such time frame may be longer in accordance with Section 13.1 and Section 15.1.2.1.

§ 15.1.3.2 Claims by ~~either the Owner or Contractor~~, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by written notice to the other party. In such event, no decision by the Initial Decision Maker is required. Claims by the Contractor under this Section 15.1.3.2 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the Contractor first recognizes the condition giving rise to the Claim, whichever is later. Failure to timely and properly initiate a claim shall be an irrevocable waiver of such claim. Claims by the Owner shall be governed by the applicable statute of limitations period, except as such time frame may be longer in accordance with Section 13.1 and Section 15.1.2.1.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, including by mediation and/or litigation, as applicable, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make undisputed payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time ~~shall may~~ be adjusted as mutually agreed by the Owner and Contractor in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Failure to provide such notice shall serve as an absolute bar against a claim for such an increase in the Contract Sum. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4. A Project delay shall not be a basis for a Claim for additional cost. Delay claims against the Owner may be remedied only through an extension of time per Section 8.4.2 and Section 8.4.3. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, additional notice as provided in Section 15.1.3 shall be given in addition to the general requirements for filing a claim. The Contractor's

Claim shall include an estimate of cost and of probable effect of delay on progress of the Work due to the increase in Contract Time sought. In the case of a continuing delay only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages. The Contractor ~~and Owner~~ waives Claims against ~~each other~~ the Owner for consequential damages arising out of or relating to this Contract. This ~~mutual~~ waiver includes

- ~~1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and~~
- ~~2~~ — damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This ~~mutual~~ waiver is applicable, without limitation, to all consequential damages due to ~~either party's~~ the Owner's termination of the Contractor in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages in favor of the Owner, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial ~~decision~~ interpretation. The Architect will serve as the Initial Decision Maker, ~~unless otherwise indicated in the Agreement~~. Except for those Claims excluded by this Section 15.2.1, an initial ~~decision~~ interpretation shall be required as a condition precedent to mediation or litigation of any Claim brought by the Contractor against the Owner. If an initial ~~decision~~ interpretation has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without ~~a decision~~ an interpretation having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not ~~decide~~ interpret disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to ~~resolve~~ interpret the Claim. Within ten (10) days of a written request, the Contractor shall make available to the Owner or its representative all of its books, records, or other documents in its possession or to which it has access relating to a Claim and shall require its subcontractors, regardless of tier, and materialmen to do the same.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will, based on its interpretation, either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial ~~decision~~ interpretation approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial ~~decision~~ interpretation shall (1)

be in writing; (2) state the reasons therefor; and (3) notify the parties, the Construction Manager, and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial ~~decision interpretation~~ shall be ~~final and binding on the parties but~~ subject to ~~mediation and, if the parties fail to resolve their dispute through mediation, to the parties' agreed upon~~ binding dispute resolution process.

§ 15.2.6 ~~Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1. Regardless of any other time frames identified herein, claims and causes of action brought by the Owner shall be governed in accordance with the statute of limitations periods under Michigan law, except for such longer periods of time as may be permitted in Section 13.1 and Section 15.1.2.1.~~

~~§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days of receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

§ 15.2.7 Surety Notice and Prior Approval

~~Except where otherwise expressly required by the terms of the Agreement, the Contract Documents or the General Conditions, exercise by the Owner of any contractual or legal right or remedy without prior notice to or approval by the Contractor's surety shall in no way bar or prohibit the Owner's ability to pursue such right or remedy. Further, pursuit of such a right or remedy without prior notice to or approval of surety shall in no way compromise, limit or bar any claim by the Owner against a surety bond of the Contractor. The Owner's claims against a Contractor's surety bond shall be governed by Section 13.1 with respect to any limitations periods. In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.~~

~~§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.~~

§ 15.3 Mediation

§ 15.3.1 ~~Except as otherwise agreed in writing by the parties,~~ Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the ~~commencement of the parties' agreed upon~~ filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. ~~If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

~~§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.~~

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

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

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

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party The Owner, at its sole discretion, may consolidate an arbitration a mediation conducted under this Agreement with any other arbitration mediation to which it is a party provided that (1) the arbitration mediation agreement governing the other arbitration mediation permits consolidation, (2) the arbitrations mediations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations mediations employ materially similar procedural rules and methods for selecting arbitrator mediator(s).

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

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement. The Contractor further agrees to include similar dispute resolution provisions in all agreements with the independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include similar dispute resolution provisions in all agreements with subcontractors, all subconsultants, suppliers or fabricators so retained, thereby providing for a consistent method of dispute resolution between the parties to those agreements. Subject to the other limitations periods identified in these General Conditions which are understood to govern over this sentence, no demand for mediation shall be made after the date when the applicable statutes of limitation would bar legal or equitable proceedings. During the pendency of any mediation, all applicable limitations period shall be tolled until the conclusion of that process.

The Owner reserves the right in its discretion to require consolidation or joinder of any mediation arising out of or relating to this Agreement with another mediation involving a person or entity not a party to this Agreement in any event the Owner believes such consolidation or joinder is necessary in order to resolve a dispute or avoid duplication of time, expense or effort. In the event the Owner is involved in a dispute which is not subject to mediation involving a person or entity not a party to this Agreement, the mediation provisions applicable to the parties shall be deemed to be void and nonexistent in the event Owner, in its discretion, determines the Contractor should become a

party to that dispute by joinder or otherwise. Any mediation hearing shall be held in the general location where the Project is located, unless another location is mutually agreed upon.



SECTION 007316
INSURANCE REQUIREMENTS

1. GENERAL

- 1.1. Trade Contractor shall provide general liability insurance, including comprehensive, products and completed operations, hazards, contractual and independent contractors, as well as automobile liability, workman's compensation and employee liability coverage on all their employees and their Subcontractors' employees engaged in executing this Contract and to provide all other insurance coverage required by the Contract Documents to the Prime Contract.
- 1.2. The Trade Contractor agrees that the insurance coverage required by Contract shall be occurrence-based and continued throughout the duration of the warranty period specified by the Contract. For Contracts that require Pollution Insurance coverage, such coverage shall be continued for three years beyond the Substantial Completion date of the Project, or as specified by the Prime Contract, whichever duration is greater. Upon request by Clark Construction and/or Owner, Trade Contractor shall provide evidence/proof of insurance that the insurance coverage is being continued throughout the period specified by Contract.
- 1.3. The Trade Contractor shall require its Subcontractors to carry, identical insurance to that required of the Trade Contractor. Trade Contractor's insurance shall include contractual liability coverage applicable to its obligations pursuant to this Contract.
- 1.4. Trade Contractor shall cause its insurance carriers to add the Owner, Architect and Construction Manager as an additional named insured on all such policies excluding Workers Compensation prior to commencement of Work. Trade Contractor's insurance carriers shall be directed to notify the Owner and Construction Manager thirty (30) days in advance of the cancellation of any insurance coverage required herein. If the additional insureds have other insurance which is applicable to the Project, such other insurance shall be on an excess or contingent basis. The amount of the Trade Contractor's liability under this insurance policy shall not be reduced by the existence of such other insurance.
- 1.5. As a condition of being awarded a Contract, the Trade Contractor must provide Clark Construction Company with satisfactory evidence of insurance coverage as follows. (Refer to sample Certificate of Insurance included in Certificates and Other Forms Section).
 - A. Certificate of Insurance must be provided on the ACORD Certificate Form #25 or 25-S.
 - B. AM Best rating for each insurance carrier shall be at A, V or better.
 - C. The issuing company shall provide thirty (30) day written notice of cancellation to the certificate holder.
 - D.

SECTION 007316
INSURANCE REQUIREMENTS

- E. The Owner, Clark Construction Company and the Architect/Engineer shall be listed on the Certificate as **“Additional Insured’s”** on the General Liability and Auto policy. The additional insured status shall include On-going Operations using **ISO General Liability Form #CG 20 10 01** and Products & Completed Operations using **ISO General Liability Form #CG 2037 10 01** or the insurance company equivalent coverage endorsement. (Insert School is the Certificate Holder.
- 1.6. The Trade Contractor shall purchase from and maintain a company or companies lawfully licensed and authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Trade Contractor from claims set forth which may arise out of or result from the Trade Contractor’s operations under the Contract and for which the Trade Contractor may be legally liable whether such operations be performed by the Trade Contractor or by a Subcontractor or by anyone for whose acts any of them may be liable:
- A. Claims under workers’ compensation disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
 - B. Claims for damages because of bodily injury, occupational sickness, disease or death of the Trade Contractor’s employees;
 - C. Claims for damages because of bodily injury, sickness or disease or death of a person other than the Trade Contractor’s employees;
 - D. Claims for damages insured by usual personal injury liability coverage which are sustained (1), by a person as a result of an offense directly or indirectly related to employment of such person by the Trade Contractor, or (2) by another person;
 - E. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 - F. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of motor vehicle;
 - G. Claims involving contractual liability insurance applicable to the Trade Contractor’s obligations under the Contract;
 - H. The Trade Contractor’s liability insurance shall be written on a Commercial General Liability basis with coverage at least as broad as an **ISO General Liability Endorsement CG 0001 12 04** or later revised version and such coverage shall specifically include but shall not be limited to:
 - 1. Premises/Operations;
 - 2. Independent Trade Contractor’s Protective;

SECTION 007316
INSURANCE REQUIREMENTS

3. Products and Completed Operations:
 4. Personal Injury Liability with Employment Exclusion deleted;
 5. Contractual, including coverage for Trade Contractor's obligations under its Contract;
 6. Owned, non-owned and hired motor vehicles; and
 7. Broad Form Property Damage including Completed Operation.
- 1.7. The Trade Contractor shall, for the protection and benefit of the Owner, Clark Construction Company and the Architect/Engine (hereinafter these parties are collectively referred to as "Trade Contractor Indemnities") and the Trade Contractor and as part of the Trade Contractor's efforts to satisfy the insurance obligation of Section 1. Procure, pay for and maintain in full force and effect at all times during the performance of the Trade Contractor's Work until final acceptance of the Trade Contractor's Work or for such duration as required policies of insurance issued by a responsible carrier or carriers acceptable to the Owner and Clark Construction Company which afford the coverages in the limits set forth below:
2. **LIMITS OF LIABILITY** Note: These limits are a minimum. Refer to Prime Contract and provide greater limits if required.
- 2.1. **Commercial General Liability** including Premises – Operations: Independent Trade Contractor's Protective; Products and Completed Operations; Broad Form Property Damage; Personal and Advertising Injury.
- A. General Aggregate shall not be less than \$2,000,000/per occurrence and it shall apply in total to this project only using the **ISO General Liability Endorsement CG 2503 03 97** or Trade Contractor's Insurance Carrier's equivalent coverage endorsement.
 - B. Products – Completed/Operations Aggregate shall not be less than \$2,000,000 aggregate limit.
 - C. Personal and Advertising Injury shall not be less than \$1,000,000 aggregate.
 - D. Each Occurrence shall not be less than \$1,000,000.
 - E. Fire Damage shall not be less than \$100,000 on any one (1) fire.
 - F. Medical Expense shall not be less than \$10,000 on any one (1) person.
 - G. Property Damage Liability shall provide X, C and U coverages.
 - H. Broad Form Property Damage coverage shall include completed operations.

SECTION 007316
INSURANCE REQUIREMENTS

- I. All such insurance shall be written on an occurrence basis.

2.2. **Automobile Liability**

- A. Automobile liability coverage shall be at least as broad as a CA 00 01 (3-10) or insurance companies equivalent endorsement.
- B. Coverage shall include: Any Auto, Hired Autos and Non-Owned Autos.
- C. Combined Single Limit shall not be less than \$1,000,000.
- D. All such insurance shall be written on an occurrence basis.

2.3. **Excess Liability**

- A. The Umbrella Form is to be provided.
- B. Each Occurrence shall not be less than \$1,000,000 over primary insurance.
- C. Self-Insured Retention (SIR) shall not be more than \$10,000 for each occurrence.
- D. All such insurance shall be written on an occurrence basis.

2.4. **Workers Compensation and Employers Liability** (including the Proprietor / Partners / Executive Officers)

- A. Workers Compensation coverage shall be at least as broad as an **ISO**
- B. **Workers Compensation Endorsement WC 00 03 13** or insurance companies equivalent endorsement.
- C. Each Accident shall not be less than \$500,000.
- D. Disease – Policy Limit shall not be less than \$500,000.
- E. Disease – Each Employee shall not be less than \$500,000.
- F. All such insurance shall be written on an occurrence basis.

2.5. **Pollution Liability**

- A. Trade Contractors responsible for remediation, including containerization, transportation, or disposal of any hazardous or toxic wastes, materials, or substances requiring permits or licenses by state or Federal Law or regulation shall maintain Pollution Legal Liability Insurance with limit no less than \$1,000,000.

SECTION 007316
INSURANCE REQUIREMENTS

- B. Coverage shall apply to sudden and gradual pollution legal liability including defense costs and completed operations.
 - C. All such insurance shall be written on an occurrence basis.
- 2.6. The Trade Contractor hereby agrees to deliver to Clark Construction Company within seven (7) days of the date of the Contract and prior to any equipment or personnel being brought onto the Project site, certified copies of all insurance policies procured by the Trade Contractor or with consent of the Owner and Clark Construction Company Certificates evidencing the required coverages with limits not less than those specified in Section 2.0 hereto. Trade Contractor's indemnities shall be included as additional insured on Trade Contractor's Commercial General Liability Policy and shall be primary coverage to any valid and collectible insurance carried separately by any of the Trade Contractor's Indemnities. Further, all policies and Certificates of Insurance shall expressly provide that not less than thirty (30) days prior written notice shall be given the Owner, Clark Construction Company, and the Trade Contractor's Indemnities in the event of material alteration, cancellation, non-renewal or expiration of the coverage contained in such policy or evidenced by such certified copy or Certificate of Insurance.
- 2.7. In no event shall any failure of Clark Construction Company to receive certified copies or certificates of policies required under Section 1.0 or to demand receipt of such certified copies or certificates prior to the Trade Contractor commencing the Work be construed as a waiver by the Owner, and Clark Construction Company, of the Trade Contractor's obligations to obtain insurance pursuant to this Section 1.0. The obligation to procure and maintain any insurance required by this Section 1.0 is a separate responsibility of the Trade Contractor and independent of the duty to furnish a certified copy or certificate of such insurance policies.
- 2.8. If the Trade Contractor fails to purchase and maintain or require to be purchased and maintained, any insurance required under this Section, the Owner, or Clark Construction Company, may, but shall not be obligated to, upon five (5) days written notice to the Trade Contractor, purchase such insurance on behalf of the Trade Contractor and shall be entitled to be reimbursed by the Trade Contractor upon demand, or deduct the cost of insurance from the Contract amount.
- 2.9. When any required insurance, due to the attainment of a normal expiration date or renewal date shall expire, the Trade Contractor shall supply the Owner and Clark Construction Company Certificates of Insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage as is required by this Section. 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 Trade Contractor shall also furnish the Owner and Clark Construction Company with a certified copy of the renewal or replacement policy unless, Clark Construction Company provides the Trade Contractor with prior written consent to submit only a Certificate of Insurance for any such policies. All

SECTION 007316
INSURANCE REQUIREMENTS

renewal and replacement policies shall be in form and substance satisfactory to the Owner and Clark Construction Company.

- 2.10. Any aggregate limit under the Trade Contractor's liability insurance shall, by endorsement, apply to this Project separately.
- 2.11. The Trade Contractor shall cause each of its Subcontractors to (1) procure insurance reasonably satisfactory to the Owner and Clark Construction Company, and (2) name the Trade Contractor, the Owner, Clark Construction Company, and Architect as additional insured under the Subcontractor's comprehensive general liability policy. The additional insured endorsement included on the Subcontractor's comprehensive general liability policy shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the Subcontractor. If additional insured have other insurance which is applicable to the Project, such other insurance shall be for the purpose hereof, 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.
- 2.12. The Trade Contractor shall provide for the Owner, Clark Construction Company, and Architect as additional named insured parties under the comprehensive general liability insurance and completed operations required herein, and the insurance shall be primary and non-contributory.

3. INDEMNIFICATION

- 3.1. The Trade Contractor shall indemnify, defend and hold harmless School District, its Board of Education, its Board Members, in their official and individual capacities, its administrators, employees, agents, Trade Contractors, successors and assignees, from and against any and all claims, counter claims, suits, debts, demands, actions, injuries, judgments, liens, costs, expenses, damages, injuries and liabilities, including actual attorney's fees and actual expert witness fees arising out of or in connection with the Trade Contractor's performance of the Work pursuant to this Contract and/or from the Trade Contractor's violation of any of the terms of the Contract, including, but not limited to: (i) the negligent acts or willful misconduct of the Trade Contractor, its owners, employees, and agents; (ii) any breach of the terms of this Contract by the Trade Contractor, its owners, employees and agents; (iii) any violation or breach of any applicable Federal, State or local law, rule, regulation, ordinance, policy and/or licensing and permitting requirements applicable to providing the Work; or (iv) any breach of any representation or warranty by the Trade Contractor, its owners, employees and agents under this Contract. The Trade Contractor shall notify the School District by certified mail, return receipt requested, immediately upon actual knowledge of any claim, suit, action, or proceeding for which the School District may be entitled to indemnification under this Contract. This Paragraph shall survive the expiration or earlier termination of this Contract. It is acknowledged that the Trade

SECTION 007316
INSURANCE REQUIREMENTS

Contractor's duty to indemnify shall be to the fullest extent permitted by law, including, by way of example only, MCL 691.991.

- 3.2. In the event an Indemnified Party (Clark Construction Company, the Owner, the Architect) takes any action, to enforce the Indemnification Provision (3.1) the Indemnified Party shall be entitled to payment of actual attorney fees and costs incurred including all actual attorney fees and costs incurred by the Indemnified Party to enforce the Indemnification Provision from the Trade Contractor.

4. WAIVER OF SUBROGATION

- 4.1. A waiver of subrogation shall be provided by the Trade Contractor's insurance carrier for general liability and workers compensation related claims. No waiver of subrogation shall be required or provided by the Owner's insurance carrier.

END OF SECTION

SECTION 012100
ALLOWANCES

1. GENERAL

- 1.1 Drawings and General Provisions of the Contract, including General and Supplementary Conditions, Division 00 - Bidding and Contracting Requirements and Division 01 - General Requirements Specification Sections, apply to the Work of this Section.

2. LUMP SUM ALLOWANCES

- 2.1 Bidder shall include, in its base bid amount, allowances itemized in the Bid Proposal Form for its Bid Category. The base bid amount(s) shall be inclusive of the Bidders overhead and profit for allowances.
- 2.2 Work shall not be performed and funded from the allowance without written direction from the Construction Manager.
- 2.3 Work performed which is to be funded from the allowance shall be monitored and signed for on a daily basis by the Construction Manager. The Trade Contractor shall be solely responsible for pursuing daily signed verification.
- 2.4 Claims for Work performed that are not accompanied by a signed ticket in accordance with the Contract shall be rejected. Payment will not be approved.
- 2.5 A line item shall be included in the Payment Schedule of Values for each allowance.
- 2.6 Unused portions or entire amounts of funds under allowance shall be credited by deductive change order when directed by the Construction Manager.
- 2.7 Lump sum allowance shall include all labor and material, equipment costs, incidentals, necessary to perform the work. Bidders overhead and profit, associated with allowance item, shall be included in Bidders Base Bid amount

3. MATERIAL ALLOWANCES

- 3.1 Allowances for a specific material shall cover all material related cost including taxes, freight and delivery cost to the project site. All other costs including labor, overhead and profit and incidentals shall be included in the Bidders base bid.

END OF SECTION

SECTION 012300
ALTERNATES

1. GENERAL

- 1.1. Drawings and General Provisions of the Contract, including General and Supplementary Conditions, Division 00 - Procurement and Contracting Requirements and Division 01- General Requirements Specifications and Addenda, apply to the Work of this Section.
- 1.2. Alternate Work shall include miscellaneous devices, accessories, and other items incidental to or required for a complete installation whether or not indicated as part of the alternate.
- 1.3. Base bid amounts shall be in accordance with the Bid Documents and shall not include additional or deducted costs for alternates.
- 1.4. Cost for Labor and Material Performance and Payment Bonds, if such bonds are required by the Contract Documents, shall be included in the cost of the alternate.

2. VOLUNTARY ALTERNATES

- 2.1. Bidders may propose alternative materials to those specified in the form of a Voluntary Alternate.
- 2.2. Proposals for voluntary alternates shall accompany the base bid proposal with additional cost to or cost to be deducted from the base bid amount. Voluntary Alternate costs shall not be included in the base bid amount.

3. SPECIFIED ALTERNATES

- 3.1. Alternate material or Work to the base bid is itemized and described in this section and in the Contract Documents.
- 3.2. Bidders shall carefully review the proposed alternate to be fully informed as to the material, incidental material and Work to be performed. Bidder shall not later than five (5) days prior to the date for receipt of bids, make written request for interpretation or correction of any ambiguity, inconsistency or error discovered.
- 3.3. Each bidder shall submit with his proposal in the space provided on the Bid Proposal Form alternate proposals stating the additions to or deductions from the base bid lump sum amount for substituting, omitting, adding, changing, or altering materials, equipment or construction from that indicated on the Drawings and/or Specifications.
- 3.4. The Owner and Construction Manager reserve the right to waive any irregularities, reject, any or all alternates, which in its opinion serve the Owner's best interest.

SECTION 012300
ALTERNATES

4. **SUMMARY OF REQUESTED ALTERNATES**

1. Alternate #1 - Bus Loop Paving Concrete in lieu of Asphalt.
2. Alternate #2 - Identify total cost for replacing windows on the east side (back of building) of Wagar Middle School.

END OF SECTION

SECTION 012600
CONTRACT MODIFICATION PROCEDURES

1. GENERAL

- 1.1. Trade Contractors shall not proceed with any Change in the Work without written direction to proceed by the Construction Manager. Increases to the Contract will not be allowed for any extra Work performed by the Trade Contractor without this written authorization to perform the Work.
- 1.2. The Architect may issue documentation for Changes in the Scope of Work in the form of Bulletins or other form as provided in the Contract Documents. The Construction Manager may issue documentation for minor Changes in the Work.

2. PROCESS

- 2.1. Change documentation issued by the Architect to the Construction Manager for review will in turn be transmitted to the affected Trade Contractors for a quotation of cost.
- 2.2. The Trade Contractor shall provide written quotations for Changes in the Work within seven (7) days unless otherwise noted in the request for quotation.
- 2.3. Written quotations shall be broken down in detail as required by Clark Construction Company. Quotation breakdown for Changes in the Work as a minimum shall include actual labor cost (hours x Clark Construction Company approved direct labor cost), itemized material cost, itemized equipment cost, overhead, and profit.
- 2.4. Provide material and equipment cost backup from suppliers.
- 2.5. The Trade Contractor shall submit a response to the Construction Manager regarding the proposed Change within the specified time period regardless of whether the Change involves a Change in the Contract price or not.
- 2.6. Should the Trade Contractor fail to respond within the specified time period, and after a second request by the Construction Manager and still no response received from the Trade Contractor within an additional seven (7) days, the Construction Manager will assume that the Trade Contractor has reviewed the proposed Change document and that no additional costs are associated with the Work. The Trade Contractor shall be held to complete any Work associated with the Change at no increase to the Contract.
- 2.7. In the event of credits to the Contract for deleted Work which is not quoted by the Trade Contractor as noted above, the Construction Manager shall calculate a credit cost based on local industry standards for the Work and submit a quotation on behalf of the Trade Contractor and subsequently issue a deduct Change Order.
- 2.8. Upon acceptance of the proposed cost quotations by the Construction Manager, the Construction Manager will prepare and issue a Change Order for approval by the Architect and Owner.

SECTION 012600
CONTRACT MODIFICATION PROCEDURES

- 2.9. Following approval of the Trade Contractor quotation by the Architect and Owner, the Construction Manager will issue a Change Order to the Trade Contractor for the Change in Work. Only after receipt of the written Change Order from the Construction Manager and execution by the Trade Contractor may the Trade Contractor include related Work on its Application for Payment.
- 2.10. The Construction Manager may direct the Trade Contractor in writing to proceed with the Work at any point in time prior to formal approval of the Change Order. The Trade Contractor shall promptly proceed with the Work.
- 2.11. The Construction Manager may instruct the Trade Contractor to proceed with Work on a time and material cost basis. The Trade Contractor shall submit time and material tickets for review and sign-off by the Construction Manager on a daily basis. Payment will not be made for time not submitted for review and sign-off within 2 days of the day the work is performed.

3. COMPENSATION FOR CHANGES IN THE WORK (Coordinate with Owner and Owner documents and revise as required)

- 3.1. The price to be paid for Change in the Work shall be the actual and reasonable cost of:
- A. Necessary materials (including transportation to the site); plus
 - B. Necessary direct labor cost (direct labor shall be limited to amounts paid to employees for hourly wages, fringe benefits, and payroll taxes). (Refer to "Labor Rate Calculation" form included in Certificates and Forms section); plus
 - C. Cost of additional field supervision and field office personnel directly attributable to the change.
 - D. Cost of home office Project Manager directly attributable to the change.
 - E. All Payment and Performance Bond cost and insurance required by reason of the performance of the extra Work; plus
 - F. Payments required to be made to labor organizations under existing labor agreements, plus;
 - G. Sales and personal property taxes, if any, required to be paid on materials incorporated in such extra Work, plus;
 - H. Maintenance, operation, and rental of, or reasonable rental value of, contractor-owned, necessary plant and equipment other than small tools (including gas, oil, electric current, etc.); plus

SECTION 012600
CONTRACT MODIFICATION PROCEDURES

- I. Necessary installation and dismantling of such plant and equipment (including transportation to and from the site), if any items; plus
 - J. For Work performed by Trade Contractor's own forces fifteen percent (15%) of the total of Items A through G as compensation for all other items of cost or expense including administration, overhead, general superintendence, small tools and profit; plus For Work performed by Trade Contractor's subcontractors – Trade Contractor shall add five percent (5%) of the total subcontractor cost (unless otherwise required by Clark Construction Company's Contract with the Owner) as compensation for all other items of cost or expense including administration, overhead, general superintendence, small tools and profit for Trade Contractors.
 - K. For Work performed by Trade Contractor's subcontractors – subcontractors for their work shall add fifteen percent (15%) (unless otherwise required by Clark Construction Company's Contract with the Owner) of the total of Items A through G as compensation for all other items of cost or expense including administration, overhead, general superintendence, small tools and profit for Trade Contractors.
- 3.2. Reference Certificates and Other forms 006200 for Sample Trade Contractor Change Order.

END OF SECTION

SECTION 012900
PAYMENT PROCEDURES

1. GENERAL

- 1.1. Payment procedures shall be strictly adhered to as a condition of payment.

2. PROJECT START-UP DOCUMENTATION

- 2.1. Prior to beginning Work at the Project site, the following documentation shall be submitted to Clark Construction Company for approval by the Owner:
- A. Current Certificate of Insurance with appropriate limits and Owner, Architect and Clark Construction Company named as additional insured. Contract Number and project description shall be noted on the Certificate of Insurance. (Refer to “Insurance Requirements” section).
 - B. Contract must be returned executed and acceptable to the Owner.
 - C. Clark Construction Company's “Safety Requirements” letter must be completed and fully executed.

3. APPLICATION FOR PAYMENT

- 3.1. All Applications for Payment shall be submitted in the AIA G702 and G703 format. Sample documents are enclosed. (Refer to “Certificates and Other Forms” section).
- 3.2. A Sworn Statement and Waivers of Lien as applicable shall be submitted with Applications for Payment. Applications which are not accompanied by an appropriate Sworn Statement will be rejected.
- 3.3. Payment applications which include applications for payment for stored materials shall be accompanied by a Materials Stored Payment Form (Refer to “Certificates and Other Forms” section).
- 3.4. Applications are due at the office of Clark Construction Company 3535 Moores River Drive, Lansing, MI 48911 on or before the 25th of each month. Late billings will not be processed for payment. Late billings shall be resubmitted for payment the following month by the Trade Contractor.
- 3.5. The following shall be clearly stated on all Applications for Payment:
- A. Trade Contractor name
 - B. Address
 - C. Telephone number
 - D. Contract Number

SECTION 012900
PAYMENT PROCEDURES

- 3.6. All paperwork associated with each Application for Payment shall be fastened together as one package to avoid loss of items.

END OF SECTION

SECTION 012973
SCHEDULE OF VALUES

1. GENERAL

- 1.1. Trade Contractor shall submit to the Construction Manager for approval, as required by the Contract Documents, a Schedule of Values prior to award of the Contract.
- 1.2. Upon request by the Construction Manager, the Trade Contractor shall submit supporting data to substantiate the accuracy of the values provided.
- 1.3. The Schedule of Values as approved by the Construction Manager shall be used as the basis of all applications for payment.

2. FORM OF SUBMITTAL

- 2.1. The Schedule of Values shall be broken down sufficiently in accordance with the Contract Documents, and as approved by the Construction Manager for ease of assessment of work completed throughout performance of the Work.
- 2.2. Each line item value shall be broken down into labor and material components including overhead and profit. The aggregate value for all items shall be equal to the Contract sum.
- 2.3. Trade Contractor shall provide further breakdown as Work progresses if required by the Owner or Construction Manager.
- 2.4. The following items shall be included in the Schedule of Values as a minimum:
 - A. Performance and Labor and Material Payment Bonds (if applicable)
 - B. Mobilization
 - C. Field Supervision, Layout, Barricades and Safety Precautions, Temporary Office and Equipment
 - D. Shop Drawings, Submittals and Samples
 - E. Project Clean-up

SECTION 012973
SCHEDULE OF VALUES

F. Closeout (The following cost shall be included in addition to the contract required retention amount)

- | | | |
|----|-----------------------------------|--------------------------|
| 1. | As-Built Documents | 1.0% of Contract Amount |
| 2. | Training and O&M Manuals | 1.0% of Contract Amount |
| 3. | Attic Stock Material | 0.5% of Contract Amount |
| 4. | Punchlist Completion | 2.0% of Contract Amount |
| 5. | Warranty | 0.25% of Contract Amount |
| 6. | Consent of Surety (if applicable) | 0.25% of Contract Amount |

END OF SECTION

SECTION 013119
PROJECT MEETINGS

1. **GENERAL**

- 1.1. Trade Contractor, Project Manager, Superintendent and/or Foreman shall attend and participate in meetings indicated in this section and other meetings as required by the Construction Manager.
- 1.2. Trade Contractor representatives attending meetings shall be fully informed and have the authority to make decisions for the Trade Contractor.

2. **PRE-AWARD CONFERENCE**

- 2.1. Pre-Award Conference Meetings will be held prior to award of Contract to review conditions, requirements of the Contract, and Scope of Work.

3. **PULL PLANNING MEETINGS**

- 3.1. Trade Contractor representatives shall attend One (1) Pull Planning Meeting (Project Master Scheduling) conducted by the Construction Manager. Trade Contractor representatives required to attend shall include at a minimum the Project Manager and the on-site Foreman. Representatives attending the meeting shall have detailed knowledge of the scope of work as well as trade hour requirements to accomplish the work.
- 3.2. Project Master Scheduling Meeting durations are typically 1 full day (8 hours).

A. Note:

- 1. On more complex or phased projects more than 1 Pull Planning Meeting may be required. In that event revise the above accordingly.
- 2. In the event specific Trade Contractors will be required to attend more than one (1) Pull Planning Meeting, include a note as follows in the Scope of Work – Bid Category Specific Notes for each bid category responsible to attend more than one (1) session.
 - a. Trade Contractor representatives shall attend _____ (#) Pull Planning Meetings conducted by the Construction Manager in accordance with Project Meetings specification section Pull Planning Meetings. This note supersedes the number of Pull Planning Meetings stated in the Project Meetings specification section.

B. Note:

- 1. In the event specific Trade Contractors will be required to attend weekly Pull Planning Meetings separate from Weekly Progress Meetings, include a note as follows either in this section or in the Scope

SECTION 013119
PROJECT MEETINGS

of Work – Bid Category Specific Notes for each bid category responsible to attend these weekly sessions.

- a. Trade Contractor representatives shall attend Weekly Pull Planning Meetings conducted by the Construction Manager. These meetings are in addition to the Weekly Progress Meetings.

4. **PRE-INSTALLATION MEETINGS**

- 4.1. Trade Contractor representatives attending meetings shall be fully informed and have the authority to make decisions for the Trade Contractor. In attendance should be the trade contractors' project manager and superintendent.

4.2. Pre-Installation Meeting Agenda

- A. Drawing & Specification Review
- B. Installation
- C. Construction Schedule – Three-Week Look Ahead Schedule
- D. Testing & Inspections
- E. Safety / Clean Up
- F. Environmental Impacts
- G. Warranty Requirements
- H. Misc. / Other Items

5. **SUPERINTENDENT / FORMAN MEETINGS**

- 5.1. A Mandatory Superintendent / Foreman Meeting will be held each xxx day at x:xx. All Trade Contractors that are working on-site or will be on site within two weeks of the meeting shall be required to attend.

A. Superintendent/Forman Meeting Agenda

- 1. Project milestone dates
- 2. Three-week look ahead schedule and all coordination
- 3. Building & Site Logistics
- 4. Safety
- 5. Other as required

6. **PROGRESS MEETINGS**

SECTION 013119
PROJECT MEETINGS

6.1. Attend Project Progress and Coordination Meetings held weekly by the Construction Manager and attended by others. Progress Meeting Agenda

A. SAFETY

1. Clark Construction Company's Safety Policy
2. Tool Box Talks
3. Observed Violations/Safety Inspections
4. Housekeeping and clean-up
5. Temporary barricades, protection and lighting
6. Accident Reports
7. Safety Data Sheets (SDS)
8. Emergency contacts

B. ADMINISTRATION

1. Review the current Document List
2. Submittal status
3. Applications for Payment
4. Insurance/Bonds
5. Manpower reporting
6. Permits and approvals
7. Governmental issues
8. Eventual closeout requirement

C. CHANGES IN WORK

1. Potential Change Order Log/Bulletins/Field Orders
2. RFI Status Report
3. Change Orders
4. Cost related issues

D. FIELD OBSERVATIONS

SECTION 013119
PROJECT MEETINGS

1. Problem resolutions
2. Conflict resolutions
3. Quality Control/workmanship – Notice to Comply Log
4. Material storage and site staging issues
5. Installation procedures
6. Field condition issues
7. Design issues

E. SCHEDULE

1. Milestone dates
2. Short term schedule/three week look ahead schedule
3. Material/equipment deliveries
4. Long lead items
5. Manpower
6. Submittals
7. Sequencing/coordination issues
8. Occupancy issues – work completion and punchlist
9. Pre-Task Plan

F. ENVIRONMENTAL ISSUES

1. Review operational controls for significant aspects.
2. Complaints/corrective actions required.

END OF SECTION

SECTION 013316
DESIGN DATA (BIM COORDINATION)

1. GENERAL

- 1.1. This section identifies the process for coordination of work in above-ceiling, mechanical and other interstitial space.
- 1.2. BIM coordination and the provision of a BIM Coordinator are the responsibility of the HVAC Trade Contractor *(or a consultant of the CM, edit as appropriate)* in accordance with the bid category-specific notes. It shall be the responsibility of the BIM Coordinator to coordinate the space requirements of the various Trade Contractors and to determine whether adequate clearance is allowed with respect to material and equipment. Adequate space shall be maintained to allow for the required maintenance of all equipment. The owner shall have the right to review the coordination documents and reserves the right to approve or disapprove if adequate and appropriate service clearance is not provided. This shall be accomplished through a coordination program.

2. MODEL REQUIREMENTS

- 2.1. *(Edit this paragraph as necessary)* Architect-Engineer shall provide computer files of background drawings, formatted for compatibility with Revit for use by BIM Coordinator and Trade Contractors with Navisworks Cache (*.NWC).
- 2.2. The BIM Coordinator is responsible for the creation of background files and templates for use by all trades with a common base point.
- 2.3. Trade Contractor models shall be created in an architectural unit format (feet, inches, fractions [1/4" accuracy]).
- 2.4. Trade Contractor models shall be created using the master floor elevation table (MFET) which will be maintained by the BIM Coordinator.
- 2.5. Trade Contractor models shall be created with a common origin point as specified by the BIM Coordinator. For example, the grid intersection of _* and _* will be set at 0, 0 (Zero, Zero) with grid line _*) running in the X coordination direction.
*NOTE: The grid intersections will be determined at the initial BIM Execution Plan Meeting.
- 2.6. Each floor shall be modeled as a separate model using a floor level of zero in the Z coordinate direction. All vertical (floor-to-floor) objects will stop at the finish floor of the current floor (Zero) and go up to the finish floor of the floor above.
- 2.7. Models shall be elevated to the proper floor elevation by the 3D Coordinator to match the MFET while assembling the coordination model.
- 2.8. Each model shall be submitted as a separate file with all references unloaded and all unnecessary layers turned off or frozen. The model will be purged of all unnecessary references.

SECTION 013316
DESIGN DATA (BIM COORDINATION)

- 2.9. *(Edit this paragraph as necessary)* The HVAC Trade Contractor, in accordance with bid category-specific notes, shall be responsible for the acquisition of existing field measurements, utilizing high-density laser scanning, for the use in the creation of 3D models depicting the existing structure to include at minimum, floor surface, interior columns, and floor deck above. This model will be available to all Trade Contractors. All Trade Contractors shall validate their design with existing field conditions and dimensions.
- 2.10. The designated BIM Coordinator shall be responsible for the creation of the 3D models of the proposed ceiling and corresponding elevations and construction types, including any bulkheads, soffits, or additional architectural features deemed necessary to the coordination process such as fire doors, projections screens, sunshades etc. This model shall be available to all Trade Contractors.
- 2.11. Each trade, in accordance with their scope of work bid category-specific notes, shall create a 3D model of the proposed installation of their work and respective equipment. No architectural background linework shall exist in this model. Dimensions, elevations designators, or other entities are allowed providing they are on a designated layer not related to their coordination model. Trade Contractor to follow the construction documents as a priority, but kept as a guide as changes will be required for coordination with other trades and actual field conditions.
- 2.12. A modeling hierarchy will be established in which each Trade Contractor is to follow during the coordination process. This will establish precedence on what trade will have priority in a given space dependent on the size and type of the system. Each trade will follow this hierarchy with a strong attempt at utilizing “Clash Avoidance” techniques. The hierarchy of preference will be determined and reflected in a Clash Report Matrix to be created by the 3D Coordinator.
- 2.13. The Electrical Trade contractor shall furnish a 3D model to include but not limited to recessed lighting, cable tray, conduit 2” and larger, hangers, significant conduit racks, distribution and service panels, conduit feeding all electrical panels (I.E. all conduit feeding particular panel should be shown even if it is only stubbed up), telecommunication conduit into bedrooms, corridor ceiling mounted lights, exit signs, occupancy sensors, and any service, code, and installation clearances in the model for coordination. All buss ducts and all conduits 1-1/2” and larger. All conduits smaller than 1-1/2” shall be designated and routed with regard to the space available as indicated in the coordination model and during the coordination meetings. Conduit size changes to smaller than 1-1/2”, the transition/tee/connection, etc. and a minimum of 1’-0” stub of the smaller pipe shall be modeled.
- 2.14. The Fire Protection Trade contractor shall furnish a 3D model depicting a complete Fire Protection system to include but not limited to fire supply mains, branch, hangers, sprinkler heads, any auxiliary devices such as pumps, valves, and any service, code or installation clearances in the model for coordination. All pipes 1” and larger. All pipes smaller than 1” shall be designated and routed with regard to

SECTION 013316
DESIGN DATA (BIM COORDINATION)

the space available as indicated in the coordination model and during the coordination meetings. Pipe size changes to smaller than 1", the transition/tee/connection, etc. and a minimum of 1'-0" stub of the smaller pipe shall be modeled.

- 2.15. The Plumbing Trade Contractor shall furnish a 3D model depicting a complete plumbing system to include but not limited to plumbing fixtures, drains, plumbing specialties, hangers, sanitary pumps, storm pumps, domestic water systems, sanitary waste & vent systems, storm drainage systems, natural gas piping, plumbing piping systems insulation, plumbing equipment and any service, code or installation clearances in the model for coordination. All piping 1-1/2" and larger. All pipe racks and hangers regardless of pipe sizes (a single solid line can be used to show the area of pipes if individual pipes are less than 1-1/2"). All pipe smaller than 1-1/2" shall be designated and routed with regard to the space available as indicated in the coordination model and during the coordination meetings. Pipe size changes to smaller than 1-1/2", the transition/tee/connection etc. and a minimum of 1'-0" stub of the smaller pipe shall be modeled.
- 2.16. The HVAC Ductwork Trade Contractor shall furnish a 3D model depicting a complete sheet metal system (insulation and hangers) to include but not limited to supply air, return air, outside air, exhaust air, energy recovery air, dryer vents, and any service, code or installation clearances in the model for coordination.
- 2.17. The HVAC Piping Trade Contractor shall furnish a 3D model depicting a complete piping system to include but not limited to chilled water systems, hot water heating systems, glycol piping systems, condenser water piping systems, condensate drains, steam and condensate systems, pre-gas piping, insulated underground steam and condensate conduits systems, humidifier piping, hydronic steam and condensate piping systems insulation and any service, code or piping 1-1/2" and larger. All pipe racks and hangers regardless of pipes sizes (single solid line can be used to show area of pipe if individual pipe is less than 1-1/2".) All pipes smaller than 1-1/2" shall be designated and routed with regard to the space available as indicated in the coordination model and during the coordination meetings. Pipe size changes to smaller than 1-1/2", the transition/tee/connection, etc. and a minimum of 1'-0" stub of the smaller pipe shall be modeled.

3. BIM EXECUTION PLAN

- 3.1. The BIM Coordinator shall hold a kick-off meeting with the Owner, Architect-Engineer, Construction Manager, and participating Trade Contractors to develop a BIM Execution Plan (BEP). The purpose of the BEP is to plan the BIM effort and provide clarity to the participants about their responsibilities, deliverables, processes, and protocols with respect to BIM on the project. The creation of the BEP is a collaborative process and requires the input of all relevant project participants. The BEP should identify the following: BIM goals for the project, scheduled dates and specific phasing plan for the creation of models, who is

SECTION 013316
DESIGN DATA (BIM COORDINATION)

responsible for what model content, process for model coordination and collaboration and technology and software considerations.

4. BIM COORDINATION MEETINGS

4.1. The BIM Coordinator and Construction Manager will hold regular BIM Coordination meetings with all Trade Contractors involved as required by the project BEP schedule, to review and resolve all clashes, Areas of conflict shall be discovered and resolved through the following process:

- A. Each Trade Contractor's installation/coordination 3D model is to be uploaded to the designated location 48 hours prior to the scheduled coordination meeting. Deadlines for model submission will be determined by the Construction Manager.
- B. Designated BIM Coordinator shall take uploaded 3D models of all trades and perform a software clash detection analysis and create a clash detection report.
- C. Each Trade contractor is to have knowledge of any clash issues they may have with any other trade or structure prior to the coordination meeting. This knowledge shall be known to all parties prior to a coordination meeting so that a workable resolution can be obtained in the coordination meeting. If you place your system in collision with another trade and you cannot avoid the collision, notify all parties involved to start a resolution prior to the meeting. If the conflicting trades cannot come to a resolution, it will be resolved by the Owner, Architect-Engineer or Construction Manager. Each Trade Contractor will then update their 3D model depicting the change immediately so the same problem does not occur in the next coordination meeting.
- D. Record of the areas of conflict and the solution will be kept by the BIM Coordinator. This record shall be updated and distributed promptly following each coordination meeting and shall be incorporated into the coordination meeting minutes. This record is also to include a timeframe for a resolution that is acceptable to all parties and the construction schedule.
- E. Once all areas of conflict are resolved, each Trade Contractor is to provide (2) two hardcopy prints of the resolved areas as well as DWF or DWG files (whichever file format is agreed upon during the kick-off meeting), to the Construction Manager. The prints will be signed off by all designated Trade Contractors involved in the process per floor meeting the milestone schedule. The DWF or DWG files will serve as installation drawings for construction.
- F. Once all Trade Contractors sign-off on a designated area, the HVAC Contractor shall submit 2D coordination drawings for final Architect/Engineer approval and record. This is a final review process before the release of fabrication or installation by respective trades. The BIM Coordinator shall maintain signed record copies available for view by all

SECTION 013316
DESIGN DATA (BIM COORDINATION)

parties involved. This process and coordination meetings will be repeated until all zones on the project have been coordinated. The signed records will be turned over to the CM at project completion.

- G. Due to the coordination, demolition, and construction schedule. Areas may be signed off prior to any field validation. These areas will be coordinated based on design only. At the time that existing conditions can be captured, the designated BIM Coordinator will reflash these areas against the existing structure. If clashes are found, involved Trade Contractors will be notified and a timetable for resolution will be scheduled with all involved parties. Depending on the scope of work, this may require additional coordination meetings of the parties involved.
- H. The Trade Contractors shall update their model when Bulletin changes are approved. The BIM Coordinator will run clash detection after each Bulletin change and all trades will be required to participate in the clash detection process as necessary.

5. BIM CLOSEOUT REQUIREMENTS

- 5.1. At the conclusion of the project, as part of the closeout process, all Trade Contractors participating in the BIM Coordination process shall provide a data-rich final building information model of their work that is up to date with all changes made during the construction process.

END OF SECTION

SECTION 013323
SHOP DRAWINGS, PROJECT DATA AND SAMPLES

1. DEFINITIONS

- 1.1. Shop drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Trade Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
- 1.2. Product data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Trade Contractor to illustrate a material, product or system for some portion of the Work.
- 1.3. Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

2. SUBMISSION REQUIREMENTS

2.1. Shop Drawings

- A. Trade Contractor shall furnish all shop drawings through Connect.
- B. Shop drawings shall follow or be keyed to the nomenclature, terminology and symbolism of the Contract Documents and shall be identified by the Bid Category designation.
- C. A copy of the shop drawings will be returned to the Trade Contractor through Connect with review comments.

2.2. Product data

- A. Submit manufacturer's product data printed literature, catalogs, pre-printed drawings and brochures for the Construction Manager's and Architect's review through Connect.
- B. Submittals shall be identified by the CSI Specification section, location within the building and a descriptive explanation as to the materials intended use.
- C. A copy of submitted product data will be returned to the Trade Contractor through Connect with review comments.

2.3. Samples

- A. Submit four (4) samples to illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing Work.
- B. Submit samples of finishes from the full range of manufacturer's standard colors, textures and patterns for Architect's selection.
- C. Include identification on each sample, with full project information.

SECTION 013323
SHOP DRAWINGS, PROJECT DATA AND SAMPLES

- D. Submit four (4) samples unless otherwise specified in individual Specification sections, two (2) of which will be retained by the Architect.
- E. Reviewed samples which may be used in the Work are indicated in individual Specification sections.

3. MANUFACTURER'S INSTALLATION INSTRUCTIONS

- 3.1. When specified in individual Specification sections, submit manufacturer's printed instructions for delivery, storage, assembly, installation, start-up, adjusting and finishing, in quantities specified for product data.
- 3.2. Indicate special procedures, perimeter conditions requiring special attention and special environmental criteria required for application or installation.

4. MANUFACTURER'S CERTIFICATES

- 4.1. When specified in individual Specification sections, submit manufacturer's certificate for review, in quantities specified for product data.
- 4.2. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits and certifications as appropriate.
- 4.3. Certificates may be recent or previous test results on material or product, but must be acceptable to the Architect.

5. TRADE CONTRACTOR RESPONSIBILITIES

- 5.1. The Trade Contractor shall review, check, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the Work or in the Work of the Owner or any separate Trade Contractor, all shop drawings, product data and samples required by the Contract Documents.
- 5.2. Trade Contractor shall furnish shop drawings and coordinate with other Trade Contractors each condition in which coordination of the work is required for coordination dimensions, sequencing of the work, clash coordination and other information as required to acceptably complete the work.
- 5.3. Trade Contractor shall have sole responsibility for all dimensions associated with its work and shall not scale the Contract Drawings.
- 5.4. Shop drawings shall be thoroughly reviewed and approved by the Trade Contractor before submitting to the Construction Manager.
- 5.5. The Construction Manager will not review any shop drawings which are not reviewed and approved by the Trade Contractor prior to submittal.
- 5.6. By approving and submitting shop drawings, product data and samples the Trade Contractor represents that he has determined and verified all materials, field

SECTION 013323
SHOP DRAWINGS, PROJECT DATA AND SAMPLES

measurements and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

- 5.7. Trade Contractors shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Construction Manager's or Architect/Engineer's review of shop drawings, product data or samples unless the Trade Contractor has specifically informed the Construction Manager in writing of such deviation at the time of submission and the Architect/Engineer has given written approval to the specific deviation.
- 5.8. The Trade Contractor shall not be relieved from responsibility for error or omissions in the shop drawings, product data or samples by the Construction Manager's review thereof.
- 5.9. The Trade Contractor shall direct specific attention, in writing or on resubmitted shop drawings, product data or samples, to revisions other than those requested by the Construction Manager on previous submittals.
- 5.10. No portion of the Work requiring submission of a shop drawing, product data or sample shall be commenced until the submittal has been approved by the Architect/Engineer. All such portions of the Work shall be in accordance with approved submittals.
- 5.11. After final review by the Architect/Engineer, the Trade Contractor shall furnish prints from the transparencies of all approved shop drawings, as required by construction operations in the field, to the Construction Manager for distribution to the Trade Contractor affected.
- 5.12. The requirements that corrections be made on shop drawings, or delay in resubmittal of shop drawings, shall not be justification for delay of the progress of the Work.
- 5.13. Extreme care is to be used in distribution of all drawings, shop drawings, equipment cuts and operating instructions to protect the Owner. These items shall be kept in strict confidence and all copies shall be accounted for.

6. ARCHITECT'S ACTION

- 6.1. Except for submittals for the record and similar purposes, where action and return on submittals is required or requested, the Architect will review each submittal, mark with appropriate "action" and return as soon as possible. Where the submittal must be held for coordination, the Construction Manager will so advise the Trade Contractor.
- 6.2. The architect will stamp each submittal to be returned with a uniform, self-explanatory action stamp, appropriately marked.

END OF SECTION

013323-3

SECTION 013529
TRADE CONTRACTOR HEALTH AND SAFETY PLAN

1. GENERAL

- 1.1. Clark Construction Company holds health and safety to be its highest priority at all times, under every circumstance.
 - A. Health and safety shall govern every course and method of action.
 - B. Potential risk to health and safety shall be evaluated prior to commencement of all work activities. Work practices shall be employed which create conditions free of potential injury.
 - C. An environment of concern for the health and safety of each person shall be promoted on the project site.
- 1.2. Trade Contractor shall be responsible to take all necessary precautions for the safety of employees, others working on the project site and the general public.
- 1.3. Trade Contractor shall comply with all applicable federal, state and local health, safety and environmental laws, codes and requirements.
- 1.4. Trade Contractor shall assure that each of its employees, and employees of its subcontractors and material suppliers on the project site are familiar with and abiding by all aspects of the Trade Contractor Health and Safety Plan.
- 1.5. Provisions contained herein shall not relieve the Trade Contractor of its obligations and liabilities under federal, state and local laws including all additions and revisions thereto. Nor shall any provision herein transfer obligations and/or liabilities of the Trade Contractor to Clark Construction Company.

2. TRADE CONTRACTOR RESPONSIBILITIES

- 2.1. Trade Contractors and subcontractors and material suppliers to the Trade Contractor at any tier shall comply with all health, safety and environmental requirements. Clark Construction Company shall have authority over such subcontractors and material suppliers at any tier to same extent it has over the Trade Contractor.
- 2.2. Trade Contractor Health and Safety Program and Hazard Communication Program Documentation:
 - A. Trade Contractor shall have in place and implement a comprehensive written Health and Safety and Hazard Communication Program. Trade Contractor shall ensure that all of its subcontractors and material suppliers at any tier adhere to the Health and Safety Program, Hazard Communication Program and all health, safety and environmental requirements of the Contract.

013529-1

SECTION 013529
TRADE CONTRACTOR HEALTH AND SAFETY PLAN

- B. Trade Contractor, its subcontractors and material suppliers at any tier shall provide its current electronic Health and Safety Program and Hazard Communication Program to Clark Construction Company for review and acceptance as a condition of award of a Contract. Clark Construction Company will receive and keep such program on file to completion of the project.
- C. Trade Contractor shall ensure that subcontractors and material suppliers to the Trade Contractor at any tier have in place and implement a comprehensive Health and Safety and Hazard Communication Program.
- D. Trade Contractor and its subcontractors and material suppliers at any tier shall have on site and available at all times for its employees and Clark Construction Company, a current copy of its Health and Safety and Hazard Communication Program.
- E. Health and Safety and Hazard Communication Programs shall be supplemented by the Trade Contractor and any of its subcontractors and material suppliers at any tier with a project specific Health and Safety and Hazard Communication Plan ensuring compliance to all requirements of the Contract Documents and project conditions as required.

2.3. Designated Safety Representative

- A. Trade Contractor shall designate a safety representative from the site staff in addition to any craft safety representative when less than 40 employees of the Trade Contractor and/or subcontractor employees are working on the project site. Anytime 40 or more employees of the Trade Contractor and/or subcontractor employees are working on the project site the Trade Contractor shall have a full time safety representative on site responsible 100% of his/her time to health and safety.
- B. Trade Contractor shall provide Clark Construction Company with a contact telephone number of a representative of the Trade Contractor that can take action and may be contacted 24 hours per day, seven days per week in the event of an emergency.
- C. Safety Representative shall:
 - 1. have adequate training and experience as required by applicable regulations and be knowledgeable in health and safety aspects of the Work to be performed;
 - 2. have authority to make decisions and take action relative to health and safety on behalf of the Trade Contractor, its subcontractors and material suppliers;

013529-2

SECTION 013529
TRADE CONTRACTOR HEALTH AND SAFETY PLAN

3. participate in Clark Construction Company Preconstruction Health and Safety Meetings, other project health and safety meetings and hazard identification walk-through meetings as required by Clark Construction Company; and
4. assure immediate correction of any health and safety and environmental issues by the Trade Contractor at the Trade Contractor's expense and report corrective action taken to Clark Construction Company in writing.

2.4. Regulations/Compliance

- A. Trade Contractor shall comply with the current Federal Occupational Safety and Health Act (OSHA), current State Health and Safety requirements, other applicable federal, state and local requirements, health and safety requirements of the (sub) Contract and environmental regulations.
- B. Cost of correction of health and safety infractions shall be paid by the Trade Contractor.

2.5. Disciplinary Action/Termination

- A. In response to Trade Contractor's failure to comply with health and safety and environmental requirements or otherwise performing in an un-safe manner Clark Construction Company shall have authority to:
 1. order immediate Work stoppage and corrective action to be taken by the Trade Contractor;
 2. withhold any payments due to the Trade Contractor; and
 3. take action to correct any issue which is not corrected by the Trade Contractor in an acceptable time period.
- B. Trade Contractor shall be responsible to ensure compliance by all employees, subcontractors and material suppliers' employees at any tier. Trade Contractor supervision unable or unwilling to secure safe performance by these employees shall be deemed unqualified and the Trade Contractor shall, upon direction of the Construction Manager, replace the unqualified person with a qualified person.
- C. Trade Contractor, subcontractor and material supplier employees as a condition of working on the project site shall comply with all health, safety and environmental regulations and requirements.

SECTION 013529
TRADE CONTRACTOR HEALTH AND SAFETY PLAN

- D. In response to Trade Contractor, subcontractor and material supplier employee(s) failure to comply with health, safety and environmental requirements or otherwise performing in an unsafe manner, Clark Construction Company shall have authority to take action up to and including barring an individual from the project site.
 - 1. Disciplinary actions may be implemented against employee(s) of the Trade Contractor, subcontractor and material supplier by Clark Construction in response to violations of health and safety and environmental requirements as follows:
 - a. first notice: verbal and/or written notification to the Trade Contractor;
 - b. second notice: written notification to the Trade Contractor;
 - c. third notice: termination of the employee from the project;
 - d. Clark Construction Company may at its discretion immediately bar the employee(s) in violation from the project site without a first or second notice if in the opinion of Clark Construction Company the violation warrants such action.

2.6. Health and Safety Implementation Planning

- A. Prior to the Trade Contractor beginning work on the project site the Trade Contractor shall develop and submit a detailed Project Specific Safety Plan as required by Clark Construction Company.
- B. The Project Specific Safety Plan shall be revised as project conditions and activities change.

2.7. Employee Training

- A. Trade Contractor shall provide health and safety training to each of its employees as required by governing health and safety authorities and shall provide training as required to perform specific duties in a safe manner.

2.8. Daily Health, Safety and Environmental Job Safety Analysis (JSA)

- A. Prior to commencement of work Trade Contractors will submit to Clark Construction the project specific JSA plans. JSA's will be reviewed by Clark personnel and accepted or sent back to the contractor for re-work. JSA's should identify all hazards and mitigation of such hazards for each work related tasks.

013529-4

SECTION 013529
TRADE CONTRACTOR HEALTH AND SAFETY PLAN

- B. On a daily basis **prior to performing the Work** the Trade Contractor supervisor or foreman shall submit a Job Safety Analysis (409FR041), for work to be performed, to Clark Construction Company's Superintendent. If there is extra work involved not previously noted on the JSA, then the supervisors will fill out the back portion of the Sign-In Sheet (409FR045) to identify new job steps and job hazards.
- C. JSA's shall identify sequence of Work, required personal protective equipment, potential hazards, other persons, property, potentially affected environment, and action to be taken to eliminate risks.
- D. JSA's shall be reviewed daily with all personnel involved in the execution of the Work and other personnel on site that may be affected or have need to be made aware.
- E. Trade Contractors will be required to perform a daily stretching program prior to each shift with Clark field representatives and other Trade Contractors.

2.9. Meeting Attendance

- A. All Trade Contractor employees shall be required to attend;
 - 1. A project orientation session the first day the employee is on the project site prior to start of any Work activity. Orientation sessions will be approximately one hour long;
 - 2. Weekly "Tool Box Talk" meetings shall be conducted by the Trade Contractor with topics of discussion relevant to the Work to be performed and project site conditions. Attendees shall sign the weekly "Tool Box" meeting notes. "Tool Box" meeting attendance sheets shall be submitted to the Construction Manager;
 - 3. Other health, safety and environmental meetings may be required by Clark Construction Company.

2.10. Safety Guide Program

- A. Each tradesperson, prior to beginning work on the project site, will be provided with and shall read thoroughly and understand Clark Construction Company's Safety Guide information (Refer to CCC Form)
- B. Tradespersons after fully understanding the information shall sign and return the Safety Guide to Clark Construction Company.

SECTION 013529
TRADE CONTRACTOR HEALTH AND SAFETY PLAN

- C. All tradespersons working on the project site shall have Clark Construction Company's safety sticker on their hard hat signifying participation in the Safety Guide Program.

2.11. BRAVO Program (Being Resistant Against Violations Openly)

- A. Trade Contractors shall actively participate in the BRAVO Program.
- B. The purpose of the BRAVO Program is to engage all persons on the project site in maintaining the safety of self and others as the highest priority and to supportively encourage safe work practices by all.
- C. Trade Contractor onsite personnel are encouraged to actively identify safe work procedures and environments of other Trade Contractors and of others within their own firm.
- D. In the process of actively identifying safe work procedures and environments, each person is urged to detect any unsafe work procedures and environments.
 - 1. Trade Contractor personnel are encouraged to take action to prevent injury to others in the event an unsafe situation is observed. Action may include:
 - a. pointing out the potential threat to the individual(s) involved and suggesting the work be stopped and the situation corrected. This approach may be appropriate under various circumstances; it should always be employed in the event of imminent danger;
 - b. promptly report the situation to the person's supervisor who in turn shall promptly report to a designated Clark Construction Company representative; or
 - c. promptly report the situation to a designated Clark Construction Company representative.
- E. Trade Contractors shall utilize Clark Construction Company BRAVO Observation cards to document both safe and if any, unsafe work procedures and environments.
 - 1. Each Trade Contractor shall submit a minimum of 2 completed BRAVO Observation cards per week to a designated Clark Construction Company representative.
 - 2. BRAVO Observation cards are a 2 sided card. One side for safe observations and the other for any unsafe observations.

SECTION 013529
TRADE CONTRACTOR HEALTH AND SAFETY PLAN

3. The intent of the information provided on a BRAVO Observation card is not to point fingers, rather to keep everyone mindful of safety being the project priority. As such BRAVO cards do not request the name of the firm for which the observation is being reported.
- F. Clark Construction Company will employ an incentive program in appreciation of the onsite personnel “looking out” for one another by Being Resistant Against Violations (BRAVO).

2.12. First Aid/CPR Training

- A. Each Trade Contractor shall have a minimum of one First Aid/CPR trained person on the project site whenever work is being performed by its employees.
- B. Each Trade Contractor shall have a first aid supply kit on site available to its employees.

2.13. Communication/Foreign Languages

- A. In the event that one or more Trade Contractor employees working on site do not speak the English language fluently, the Trade Contractor shall assure that a minimum of one of its employees on site is fluent in the English language as well as the language of non-English speaking employee(s).
- B. The employee fluent in both languages shall be on site at all times when a non-English speaking employee is on site and shall have authority to make decisions and take action on behalf of the Trade Contractor.

2.14. Housekeeping

- A. Trade Contractors shall maintain the project free of debris.
- B. Thoroughly clean up on a daily basis and more frequently as required.
- C. Debris shall be transported to dumpsters on a daily basis.
- D. Material and equipment in storage and in use shall be located out of means of ingress, egress; stairways, walkways, etc.
- E. Location of stored material and equipment shall be coordinated with Clark Construction Company and other trades.

3. HEALTH AND SAFETY ORIENTATION

3.1. General

013529-7

SECTION 013529
TRADE CONTRACTOR HEALTH AND SAFETY PLAN

- A. Trade Contractor shall notify Clark Construction Company Superintendent of any employee arriving on the project site for the first time. Trade Contractor shall schedule a project-specific orientation sessions to be conducted prior to the employee performing work on-site. The orientation session will be conducted by a Clark Construction Company representative.
- B. Trade Contractor shall provide project-specific orientation training with each of its employees specific to the work to be performed to assure a safe project environment for all.
- C. Trade Contractor shall assure that employees visiting the site for meetings, project review, or other “non-trade Work” related activities and walking into or through construction areas, shall attend an abbreviated Health and Safety Orientation Session.

3.2. Orientation Sessions

- A. The following topics may be reviewed at the Health and Safety Orientation Session.
 - 1. Trade Worker Orientation Sessions
 - a. Clark Construction Company site safety representative contact information
 - b. Emergency contact information
 - c. First Aid supply location
 - d. Personal protective equipment (PPE) and clothing requirements
 - e. Health and Safety General Rules
 - f. Clark Construction Company’s Safety Guide Program (to be signed by each Trade Contractor employee).
 - g. Fire Protection and Prevention Plan Hazard Communication Program and SDS file location
 - h. Accident and incident reporting
 - i. Environmental Program
 - j. Cell Phone and Electronic Device Policy
 - 2. Non-Trade Worker Orientation Sessions

SECTION 013529
TRADE CONTRACTOR HEALTH AND SAFETY PLAN

- a. Clark Construction Company's site safety representative contact information
- b. Emergency contact information
- c. First Aid supply location
- d. Personal protective equipment (PPE) and clothing requirements
- e. Cell Phone and Electronic Device Policy

4. EMERGENCY RESPONSE PLAN

4.1. Medical Services

- A. Prior to commencement of work Trade Contractor shall;
 - 1. make provisions for prompt medical attention in the event of a serious injury;
 - 2. ensure that adequate first aid supplies are easily accessible when needed;
 - 3. provide proper equipment for prompt transportation of the injured person to proper medical care or system for contacting necessary ambulance service;
- B. In the event of any incident or accident the following procedure shall ensue.
 - 1. Attend to the injured party and/or stabilize the area as may be required.
 - 2. Contact 911 as required.
 - 3. Notify Clark Construction Company's project superintendent when first aid is being administered.
 - 4. Assist in ascertaining and reporting events surrounding the incident or Accident.
 - 5. Trade Contractor or injured person shall;
 - a. Complete an Incident Observation Report (409FR012) and provide a copy to Clark Construction Company site safety representative.
 - b. Provide status reports to Clark Construction Company's site safety representative as conditions require.

013529-9

SECTION 013529
TRADE CONTRACTOR HEALTH AND SAFETY PLAN

- c. Participate in accident/incident investigation meetings for the purpose of establishing the “Root Cause” of the accident or incident.

4.2. Emergency Evacuation Plan

- A. Have a sounding device and a sign to identify it as an evacuation alarm instructing all personnel to sound three short blasts in the event of emergency (a car horn or air horn can be used).
- B. Pre-determine a meeting place to account for all personnel.
- C. Each Trade Contractor’s Designated Safety Representative shall account for all personnel to arrive at the pre-determined meeting place in the event of an emergency.
- D. All persons working on-site shall be familiar with emergency egress routes from their position on the project at all times.

4.3. Blood–Borne Pathogens

- A. In accordance with OSHA, Trade Contractors shall assure that each employee exposed or potentially exposed to blood and other infectious materials be advised of the potential Blood-borne pathogen hazards and how to guard against those hazard.

5. CRISIS COMMUNICATION PLAN

- 5.1. Clark Construction Company will designate a spokesperson to make all public comments during a crisis situation.
- 5.2. Trade Contractor personnel are encouraged to refrain from comments to the media. Trade Contractor employees are encouraged, questioned by the media, to state “The incident is being investigated and Clark Construction Company’s spokesperson will make a statement shortly”.

6. PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING

- 6.1. Personal protective equipment and clothing shall be worn on the project site with exception of construction office areas separated from construction work.
- 6.2. Personal protective equipment shall meet the most stringent standard established by federal, state and local authorities, requirements of the employer or Clark Construction Company.
- 6.3. **Personal Protective Equipment**

013529-10

SECTION 013529
TRADE CONTRACTOR HEALTH AND SAFETY PLAN

- A. Hard hats shall be worn at all times on the project site with exception of construction office areas separated from construction work.
- B. Safety glasses shall be worn at all times on the project site with exception of construction office areas separated from construction work.
- C. Safety vest and/or shirt of high visibility fluorescent colored fabric shall be worn when ever performing project site construction activities or in the vicinity of moving site work equipment.
- D. Gloves shall be worn at all times on the project site.

6.4. Clothing

- A. Shirt sleeve lengths shall be a minimum of four inches.
- B. Shirts cut off above the waist are not allowed.
- C. Pants shall extend to cover ankles.
- D. Shorts are not allowed.
- E. Work boots shall extend to protect the ankle.
- F. Clothing shall be worn in a neat fashion and be in good repair.
- G. Clothing imprinted with language or images as determined by Clark Construction Company to be offensive in any way or advertise and/or promote the use of alcohol or illegal substances shall not be worn on the project site.

7. CELL PHONE AND ELECTRONIC USE POLICY

7.1. Cell phone and electronic devise use

- A. Cell phone use includes listening, talking, texting, emailing, net surfing or other cell phone device activity.
- B. “Electronic device” includes any internet reception, video, electronic tablets, computers, Bluetooth, walkie-talkies, etc.
- C. Cell phone and electronic device use is allowed only in hazard free areas.
- D. Cell phone and electronic device users shall remain stationary, no walking during cell phone or electronic device use.

SECTION 013529
TRADE CONTRACTOR HEALTH AND SAFETY PLAN

- E. Persons not designated as Foreman, Superintendent, Manager, General Foreman, may use a cell phone or electronic device only during breaks in a hazard free area.
 - F. Cell phone and electronic device use is not allowed;
 - 1. While engaged in any job task which requires the use of the hands and/or other attention to work activity.
 - 2. While operating equipment, tools or motorized vehicles including cars, trucks and motorized carts, etc.
 - G. Motorized vehicles must be parked in a location free of hazards and turned off while using a cell phone or electronic device.
- 7.2. Crane and other lifting device cell phone and walkie-talkie use
- A. Cell phones and walkie-talkies shall not be used while operating a crane, hoist, powered industrial trucks or other lifting device (unless identified in a Pre-Task Plan requiring communication for ground person to Operator).
 - B. Cell phones must be turned off whenever in the control cab or at the control panel unless identified for use in a Pre-Task Plan.
 - C. No communications other than directly between the lift coordinators. Pre-Task planning shall include the communication method/plan.

8. SUBSTANCE ABUSE POLICY

- 8.1. Clark Construction Company is committed to an alcohol and drug free work environment.
- A. Possession, distribution, or sale on the project premises, facility, or other work places of alcoholic beverages, intoxicants, drugs and related drug paraphernalia is strictly prohibited.
 - B. Person's shall not report for duty or perform work while under the influence of any drug, alcoholic beverage, or intoxicant.

9. SAFE WORK REQUIREMENTS

9.1. Asbestos Abatement

- A. Trade Contractors shall assure that any employee that may be exposed to airborne asbestos fibers shall be trained in the recognition of the hazards and appropriate controls.

013529-12

SECTION 013529
TRADE CONTRACTOR HEALTH AND SAFETY PLAN

- B. Trade Contractors engaged in asbestos abatement shall be licensed by the Department of Labor and the State in which the Work is being performed.

9.2. Confined Space Entry

- A. Trade Contractor shall employ a confined space entry procedure when Contractor's employees are required to enter a confined area or space.
- B. Confined space entry procedures shall conform to OSHA and any State requirements.

9.3. Excavation

- A. A competent person trained in soil classification and the recognition of trenching and excavation hazards must be on the project site when excavating or trenching is to be done.
- B. Trenches and excavations 5'-0" or more in depth and shall be shored or walls cut back to protect persons from cave-in. Trenches and excavations less than 5'-0" with unstable walls shall be shored or cut back to protect persons from cave-in.
- C. Trenches and excavations shall be properly barricaded to prevent persons from falling into them.

9.4. Fall Protection

- A. A fall protection system shall be utilized when an adjacent surface is six-feet (6'-0") or more below foot level.
 - 1. Ladders
 - a. Fall protection on ladders is not required providing that the persons body remains within the vertical side rails.
 - 2. Personal fall arrest systems
 - a. Shall be properly worn and actively used by all workers when an adjacent surface is six feet (6'-0") or more below the foot level of the person unless other adequate fall protection such as guardrails are in place.
 - b. All components (anchorage points, lanyards, clips etc.) of a fall arrest system shall be of a type recommended for the work being performed and the conditions to be encountered;

SECTION 013529
TRADE CONTRACTOR HEALTH AND SAFETY PLAN

- c. The entire system shall be as approved by the system manufacturer and all local and federal health and safety requirements.
- 3. Wire rope guard rails;
 - a. Wire rope guard rail systems providing fall protection shall incorporate loop type connections with a minimum of two (2) wire rope clamps. Turnbuckles shall be installed at each side or at more frequent intervals to maintain the required tautness of the wire rope.
 - b. Wire rope horizontal lifelines shall be designed by a registered professional engineer and installed and maintained by a competent person. Wire rope lifelines shall be designed to meet, at a minimum, the requirements of OSHA.
- 4. Flat roofs and decks
 - a. A warning barrier meeting, at a minimum, the requirements of OSHA may be used 15 feet from the fall hazard. Warning tape or other such means is not allowed, persons between the warning barrier and fall hazard shall utilize a positive means of fall protection.
- 5. Scaffolding
 - a. Persons erecting, using and dismantling scaffolds shall be trained in the hazards and safe procedures to be followed to eliminate exposure to those hazards and shall utilize fall protection when six feet (6'-0) or more above an adjacent surface.
 - b. Trade Contractor's designated Competent Person shall inspect all scaffolds prior to each work shift.
 - c. All scaffolds shall bear a tag, signed and dated by the contractor's Competent Person, denoting that the scaffold has been inspected and is safe to use prior to inspected and is safe to use prior to an employee utilizing the scaffold on that work shift.

9.5. Fire Protection and Prevention Plan

A. Purpose

- 1. The following plan has been developed in accordance with MIOSHA Fire Protection and Prevention Standard Part 18.

013529-14

SECTION 013529
TRADE CONTRACTOR HEALTH AND SAFETY PLAN

- a. This plan exists to:
 - i. Prevent inception of fire
 - ii. Prevent loss of life and personal injury
 - iii. Protect property from damage
 - iv. Provide uninterrupted operations
- B. Trade Contractor shall be responsible for fire prevention associated with its work and operational areas 24 hours per day 7 days per week for the duration of the contract.
- C. Major workplace fire hazard control procedures to them
 - 1. Prior to the start of the construction and as construction progresses, Trade Contractors shall identify hazards and make on-site personnel aware.
 - 2. Maintenance of equipment and systems to prevent or control fires
 - a. The Clark Construction Company Project Superintendent will inspect fire extinguishers at least monthly.
- D. Employee training
 - 1. Trade Contractors shall be responsible to train all of its personnel on-site on the general principles of fire extinguishers use and the hazards involved with the various stages of firefighting.
 - 2. All personnel on site will be responsible to review the Fire Protection and Prevention Plan and be familiar with its contents.
- E. Hot work procedures
 - 1. Hot work procedures shall be followed when the possibility of a source of ignition exists. This includes open flames, spark-producing tools, hot surfaces (above 450 degrees F), and static discharging items.
 - 2. The following minimum hot work procedures shall be followed when directed by Clark Construction Company. In the event that the Trade Contractor or project specific requirements are more stringent the most stringent shall be employed after review with Clark Construction Company.

SECTION 013529
TRADE CONTRACTOR HEALTH AND SAFETY PLAN

- a. Ensure that a Hot Work Permit form is completed. A Hot Work Permit is good for one working shift only.
- b. Hot work permit shall be posted at the jobsite with a copy in the Clark Construction Company Superintendent field office.
- c. Hot work is not permitted where a flammable liquid is present in an open tank.
- d. Obtain any other appropriate permits.
- e. At the site of the work the following minimum action is required:
 - i. Clean up of combustibles such as paper, oil and grease.
 - ii. Cover immovable combustibles such as wooden steps with flame retardant tarpaulins.
 - iii. Place fire-extinguishing equipment at stand-by readiness.
 - iv. Have a fire watch person at stand-by readiness.
 - v. Perform explosive atmosphere testing.
 - vi. Provide necessary welding screens.
 - vii. Determine if wind may present a potential hazard.
 - viii. Cover sewers and drains.
 - ix. Protect lower levels.
 - x. Provide adequate ventilation.
 - xi. Assure equipment is purged, flushed, and/or filled with water as required.
 - xii. Post and rope off areas.
 - xiii. Wear required safety clothing and devices including respiratory equipment.
 - xiv. Following completion of the hot work:
 - 1. Cleanup area
 - 2. Replace extinguishers

SECTION 013529
TRADE CONTRACTOR HEALTH AND SAFETY PLAN

3. Provide fire watch for one half hour
 4. Return copy of Hot Work Permit form to Clark Construction Company Superintendent.
- f. Construction related fire hazards:
- i. Rubbish and trash accumulation
 1. Trash containers shall be provided for proper disposal of debris; and all trash containers shall be emptied or removed from the building at the end of each shift.
 2. Trash dumpsters shall be located a sufficient distance from the building.
 3. Care must be taken not to mix hot items (cigarettes, etc.) in the trash containers.
 4. Do not block or stack material against exits, fire extinguishers or electrical switches or panels.
 - ii. Cutting and welding
 1. Store acetylene and oxygen cylinders in safe locations, protected from high temperatures and separated from each other by a distance of 20 feet or a five foot, one hour fire-rated flame barrier.
 2. All cylinder valves shall be shut off and capped when not in use.
 3. Remove all combustibles from the area or be sure they are safely covered prior to starting hot work.
 4. Fire watchman shall be posted with a fire extinguisher during the work period and for at least 30 minutes after completion when the possibility of sparks or slag starting a fire exists.
 5. Fire resilient enclosures or fire blankets shall be utilized where possible.
 6. Use "Hot Work" permit procedure if work needs to be done in an area where combustibles and flammables are present or otherwise required by Clark Construction Company.

013529-17

SECTION 013529
TRADE CONTRACTOR HEALTH AND SAFETY PLAN

iii. Fireproofing

1. When fireproofing is specified, it should be applied as soon as possible to afford fire protection to beams and columns in the event of a fire.

iv. Flammable/combustible liquids

1. Small quantities can be safely handled in approved, metal safety containers (not plastic), and should be kept in isolated locations.
2. No Smoking in areas of flammable or combustible liquids in use or stored.
3. Discharge devices requiring the container to be pressurized are prohibited.
4. Pumping devices or faucets shall be well maintained.
5. Only Underwriter's Lab (UL), Factory Mutual (FM) listed equipment shall be used.
6. Bulk containers used to dispense flammable liquids shall be kept outside at least ten feet from any building or inside a building used exclusively for the storage of flammable liquids and located at least ten feet from any other building.
7. Tanks and containers used for the storage of flammable liquids above ground shall be labeled (placarded), and "No Smoking" signs conspicuously placed.
8. Tanks shall be grounded during dispensing operations.
9. Area near storage tanks shall be graded away from building and diked.
10. Do not use flammable materials near electrical panels, switches, fork trucks or other combustion engines
11. Use Hot Work Permit procedures.

SECTION 013529
TRADE CONTRACTOR HEALTH AND SAFETY PLAN

12. When combustible materials are present, a water supply shall be available.

v. Temporary heaters

1. Constant supervision is required.
2. Only Underwriters Lab (UL) or Factory Mutual (FM) listed equipment shall be used.
3. Area shall be cleared of all combustible material.
4. Adequate ventilation shall be maintained.
5. A fire extinguisher shall be readily available.
6. Care shall be taken not to block means of egress.
7. All spare cylinders shall be stored outside the building.
8. Hoses supplying fuel to heaters shall be secured off of the floor and out of harm's way.
9. Hoses shall be properly supported by materials which will not cause damage to the hose (a wire hanging wire is not allowed).

vi. Internal Combustion Engines

1. Care shall be taken to avoid exhaust discharge near or in contact with combustible material and flammable liquids.
2. Engines shall be shut down and allowed to cool before refueling to prevent flash fires.
3. A fire extinguisher shall be kept in close proximity to the unit.

vii. Concrete Forms

1. Non-combustible forms should be used whenever possible.
2. Concrete shall be poured as quickly as possible after combustible forms have been constructed, and the

013529-19

SECTION 013529
TRADE CONTRACTOR HEALTH AND SAFETY PLAN

forms removed as soon as possible after the concrete has set.

3. During the time combustible forms are in place, storage and construction operations on that floor should be held to a minimum and ignition sources should be eliminated.

viii. Temporary Enclosures of Buildings

1. Only flame-resistant tarpaulins or material of similar fire retardant characteristics shall be used.
2. If plastic is used, it shall be the type that does not readily ignite and that exhibits slow burning characteristics.
3. Temporary enclosure material shall be securely fastened or guarded to prevent contact with heaters or other sources of ignition.

ix. Tar Kettles

1. The use of tar kettles shall be continually supervised.
2. Tar kettles are permitted only outdoors away from combustibles or on a non-combustible floor or roof in the building.
3. Metal covers shall be provided to smother potential fires.
4. A fire extinguisher shall be kept in close proximity to the tar kettle. Should a fire occur, do not use water.
5. Roofing mops shall never be left indoors or near ignition sources or combustible materials. Note: roofing mops have been known to spontaneously ignite.

x. Electrical fires

1. Proper extinguishers must be used for electrical fires.
2. Extreme care must be used when dealing with energized circuits during fires.

SECTION 013529
TRADE CONTRACTOR HEALTH AND SAFETY PLAN

3. Toxic fumes could be given off from certain electrical insulations.
4. Fire damage to wiring may extend beyond main involvement and proper investigation is required to isolate all damaged wiring.
5. Before re-energizing circuits, proper testing should be performed to assure that all damaged wiring has been eliminated.
6. Preventive maintenance of electrical systems will significantly reduce the amount of electrical fires.

xi. Housekeeping

1. Work and storage areas shall be kept clean, orderly and free of combustible materials.
2. Combustible liquids shall be stored away from arc producing devices.

9.6. Electrical Safety

A. Temporary lighting

1. Temporary lighting may not rest on any metal unless properly insulated.
2. Proper illumination levels shall be maintained.
3. Temporary lights shall be removed after permanent lighting is installed and the area is turned over.

B. Temporary power

1. GFCI circuits shall be supplied and regularly tested.
2. Temporary power wiring shall be supported as per code requirements.
3. Proper height restrictions shall be adhered to regarding temporary wiring installations.

C. Tools

1. All tools requiring grounds shall have grounded plugs. Double-insulated tools do not need grounded plugs.

013529-21

SECTION 013529
TRADE CONTRACTOR HEALTH AND SAFETY PLAN

2. Damaged tools and ladders are shall be repaired or replaced.
3. All electrical power tools shall be tested for electrical safety prior to use.

9.7. Hazard Communication

- A. Each Trade Contractor shall implement a Hazard Communication Program in accordance with federal, state and local and other applicable requirements.
- B. Each Trade Contractor utilizing hazardous chemicals on the project site shall:
 1. maintain project specific Safety Data Sheets (SDS) on the project site available to its employees for all hazardous chemicals and post the location of (SDS), as well as the contact person and telephone number, of the person responsible for managing this file;
 2. provide employees of other employer(s) on the project site access to (SDS) for each hazardous chemical their employees may be exposed to;
 3. inform other employer(s) of any precautionary measures to be taken to protect employees during the workplace's normal operating conditions and in foreseeable emergencies;
 4. inform the other employer(s) of the container labeling system used in the workplace; and
 5. submit to Clark Construction Company a substance inventory list and (SDS) for hazardous chemicals prior to bringing such chemicals to the project site and cooperate in maintaining a current (SDS) record held by Clark Construction Company on the project site.
 6. Trade Contractors shall train employees in chemical hazards and controls for hazardous chemicals used. Training shall include:
 - a. symptoms of exposure;
 - b. exposure prevention including control procedures, work practices and personal protective equipment;
 - c. exposure reaction procedures;
 - d. hazard label and (SDS) understanding; and
 - e. proper disposal of hazardous chemicals.

SECTION 013529
TRADE CONTRACTOR HEALTH AND SAFETY PLAN

7. Label all hazardous chemical containers. Labels shall include the following minimum information:
 - a. container contents;
 - b. hazard warning(s); and
 - c. name and address of manufacturer.
8. Notify Clark Construction Company and other Trade Contractor in the work area when hazardous chemicals will be in use and potential hazards which may be encountered.

9.8. Lockout/Tagout

- A. No one shall be permitted to work on and energized circuit. Trade Contractor shall employ procedures to ensure that no one will be exposed to hazards as a result of an energized circuit.
- B. Trade Contractor shall adhere to the most stringent of the following lockout/tagout procedures as required:
 1. trade contractor's own requirements;
 2. owner requirements;
 3. Clark Construction Company requirements; or other project-specific requirements.

9.9. Motor Vehicles and Equipment

- A. All equipment shall be inspected daily before each use by the operator.
- B. Defective equipment shall be removed from service immediately.
- C. All operators shall be properly licensed and certified. Copies of certifications shall be maintained on-site and shall be made available to Clark Construction Company upon request.

9.10. Rigging

- A. Lifting and Rigging Planning
 1. All loads shall be rigged by a qualified rigger.
 2. Materials being hoisted shall be rigged to prevent unintentional displacement.

013529-23

SECTION 013529
TRADE CONTRACTOR HEALTH AND SAFETY PLAN

3. All hoisting operations shall be pre-planned to ensure that all applicable local and federal health and safety agency requirements are met.
4. Routes for suspended loads shall be preplanned to ensure that no employee is required to work directly below a suspended load, except for employees as allowed by local and federal health and safety agencies (i.e., structural steel connector making initial connection).
5. Tag lines shall be used on all loads.

B. Rigging Equipment

1. Rigging equipment for material handling shall be inspected at the time of installation, before each job, and at the beginning of each shift if in use, by an employee qualified to perform this inspection.
2. Defective rigging equipment shall be removed from service.
3. Hooks with self-closing safety latches or their equivalent shall be used to prevent components from slipping out of the hook.

9.11. Sweeping Compound

- A. Sweeping Compounds used on the project site shall be silica free.
- B. Trade shall have a silica exposure control plan in place whenever performing any cutting, coring and patching operations.

10. NON-CONFORMANCE

- 10.1. Safety violations shall be promptly corrected by the Trade Contractor.
- 10.2. A “Notice to Comply” (NTC) may be issued by the Construction Manager for follow-up and response by the Trade Contractor (Refer to “Non-Conformance Procedure Section 014517 in front end documents)

END OF SECTION

SECTION 013543
ENVIRONMENTAL PROCEDURES

1. PROJECT SITE REQUIREMENTS

- 1.1. Clark Construction Company is committed to constructing and delivering to the client a project completed in an environmentally conscious manner from Design/Bid to Turnover.
- 1.2. Clark Construction Company's Environmental Policy is available for review upon request. Adherence to this policy shall be required.
- 1.3. Trade Contractors shall cooperate with the Construction Manager in evaluating Significant Environmental Aspects of the Work which it has control over and plan and implement such action as required to prevent significant impacts on the environment.
- 1.4. Trade Contractors shall take all necessary action and comply with applicable federal, state, county, and municipal laws to prevent pollution of rivers, streams, waterways, lakes, soil, and air.
- 1.5. Material, equipment, supplies, or workmanship found not to comply with Clark Construction Company and regulatory agency environmental requirements shall be promptly corrected by the Trade Contractor.
- 1.6. A "Notice to Comply" (NTC) may be issued by the Construction Manager for follow-up action and response by the Trade Contractor. (Refer to Section 01410 for Non-Conformance Procedures).

2. SOIL EROSION AND SEDIMENTATION CONTROL

- 2.1. The Trade Contractor shall be responsible to maintain all soil erosion and sedimentation control within the project limits in accordance with Public Act 347, 1972 as amended and as required by the Contract Documents. As a minimum, the Trade Contractor shall keep a log of weekly inspections of the soil erosion and sedimentation control measures.
 - 2.2. Trade Contractor shall conduct all excavation, embankment, grading, and clean-up operations in a manner such that silty soil materials and waterborne objects are not discharged into any storm sewer, drainage ditch, river, lake, or underground utility system. In addition, soil shall be managed so that it does not become airborne.
 - 2.3. Soil erosion and sedimentation extending beyond the project will not be permitted. This includes soil washing across both turf and paved areas and soil washing into underground utility systems.
 - 2.4. All violations of this requirement shall be corrected within 12 hours of notification by the Project Representative to eliminate recurrence.
- 3. Maintain all erosion control measures in good working order at all times to provide for maximum efficiency of the control provision. Trade Contractor shall keep a log**

SECTION 013543
ENVIRONMENTAL PROCEDURES

of weekly inspections of the soil erosion and sedimentation control measures. All control measures shall be re-inspected after any significant rain fall.

4. **ON-SITE FUEL/OIL STORAGE AND DELIVERY** (Select either 3.1 or 3.2 through 3.3 (3.1(a) is preferred by Clark Construction Company). (The EMR must approve the use of on-site fuel storage and be notified of such request prior to fuel storage on-site).

4.1. On-site fuel storage tanks are not allowed on this project.

4.2. On-site fuel storage will be allowed only if approved in advance by the Construction Manager. The following minimum requirements shall be strictly adhered to:

A. The only tanks that meet this requirement are double wall tanks with an inspection port. A maximum of 1,320 gallons are permitted on-site (total combined capacity of all storage tanks).

B. Tanks shall be located at least 40 feet from any buildings and/or property lines and must have a 12-foot-wide access way within 200 feet to permit the approach of emergency vehicles. They shall also be placed no closer than 25 feet from overhead electrical power lines. Two or more tanks stored together shall be separated by a minimum four-foot clear area. Tanks shall not be placed in or near an area used as a means of egress from a building.

C. All liquid petroleum in containers over five gallons that are left on-site shall be stored together in the fuel staging area. Each tank is to have its own spill kit and fire extinguisher. A minimum 20 pound, BC Rated fire extinguisher with a current inspection tag (per Item 2.1 above) shall be located no closer than 25 feet and no farther than 75 feet from the tank. The spill kit should be an “over pack” kit, i.e. one that comes with its own plastic pail for disposal of the materials if the spill kit is deployed and should be located adjacent to the fuel tank.

D. Fuel in quantities of five gallons or less should be stored per State and Federal guidelines. Any cans on-site are to be metal safety cans, plastic is not allowed.

E. A weather-resistant, legible “no smoking” and “flammable” label must be placed on the container and be visible from all sides.

F. The fuel storage area(s) must be graded in a manner to divert a possible spill away from a building or other hazard. The superintendent and project manager shall review the site for the best possible location(s) that will minimize the risk should a spill occur and note location(s) on the Site Staging Plan.

4.3. The following minimum requirements shall be followed when refueling or otherwise handling petroleum products on the project site:

SECTION 013543
ENVIRONMENTAL PROCEDURES

- A. Delivery vehicles with permanently mounted fuel tanks over 119 gallons shall have current DOT certification. Temporary mounted fuel tanks over 119 gallons are not allowed. Superintendents are to check for certification on the initial filling of the tank and spot check subsequent deliveries as time permits. Fuel tanks of less than 119 gallons should be in good condition and free from visible leaks.
- B. A spill control kit shall be required at all storage locations, and on the delivery vehicle for mobile deliveries. This spill kit is not required to be an overpack kit, however the driver is responsible for proper disposal of materials should a spill occur.
- C. Coordinate location(s) of refueling with the Construction Manager.
 - 1. All mobile equipment shall be refueled in an area designated by the project superintendent (i.e., sky-tracks, excavators, loaders, dozers, etc.) The refueling area(s) must be graded in a manner to divert a possible spill away from the building or other hazard. The superintendent and project manager shall review the site for the best possible location(s) that will minimize the risk should a spill occur and note location(s) on the Site Staging Plan.
 - 2. All fixed equipment shall be allowed to be refueled in place. Notice should be given to the superintendent prior to refueling operations (i.e., cranes, stationary generators, etc.).
 - 3. All equipment with gas tanks less than five (5) gallons and being refueled from a five (5) gallon can or less can be refueled at the point of use (i.e., concrete trowels, gas-powered saws, etc.).
 - 4. Any fuel spill that occurs MUST be reported to Clark Construction Company immediately for proper remediation.

5. DUST CONTROL

- 5.1. Dust control shall be provided by each Trade Contractor as required to prevent nuisance and hazard.

6. WATER CONTROL

- 6.1. Maintain excavations free of water. Provide, operate and maintain pumping equipment.

7. CATCH BASIN FILTERS

- 7.1. Water from trenches and other excavations shall not be pumped directly into catch basins (or manholes being temporarily used as catch basins) without first being properly filtered through the approved sediment filter system.

SECTION 013543
ENVIRONMENTAL PROCEDURES

- 7.2. All manholes and catch basins within the project site, and all such structures offsite where sediment is likely to flow from the construction site or be carried by construction traffic, shall be securely covered with the approved sediment filter system.
- 7.3. The Filter system shall be maintained clean and shall be periodically replaced by the Trade Contractor as required to maintain adequate water flow.
- 7.4. Install 36" high filter fence around structures that have not been paved.

8. DECONSTRUCTION AND SALVAGE OPPORTUNITIES

- 8.1. Separate dumpsters shall be required and set up through local recycling centers for the different types of recyclable materials, ie. metals, concrete, masonry, wood, gypsum etc.
- 8.2. Contractors shall be responsible for the disposal of recyclable items in the proper containers/ dumpsters. Compound materials are to be broken down for proper recycling ex. Wood doors with metal hardware, etc.
- 8.3. Separation of materials is required for inclusion in the proper dumpsters ie. removing door hardware off existing doors, wood door in wood dumpster and door hardware in the metals dumpster.
- 8.4. Salvage opportunities, including debris sorting to maximize recycling efforts, is required and will need to be reported to Clark Construction Company on a monthly basis, if dumpsters are not provided by Clark Construction Company. Percentage of waste diverted from landfills must also be reported.

9. CONSTRUCTION INDOOR AIR QUALITY

- 9.1. All HVAC duct work coming into the building for new installation shall have all vents and ends capped with a plastic covering to prevent dust building up and other debris from entering the duct prior to installation.
- 9.2. New HVAC units shall not be run for temporary heating unless deemed there are no other reasonable methods for temporary heat. In the event that new equipment will be required to be used MERV 13 filters shall be required. The schedule of filter change out will depend on the intensity level of work on the project.
- 9.3. Use of tobacco products is not allowed on school property.
- 9.4. Reference specification section 015000 Temporary Facilities and Controls for the requirements of "temporary heating and cooling" during construction.

SECTION 013543
ENVIRONMENTAL PROCEDURES

END OF SECTION

SECTION 014516
FIELD QUALITY CONTROL PROCEDURES

1. GENERAL

- 1.1. Trade Contractor shall provide premium quality workmanship and service of all Work under its Contract.

2. QUALITY ASSURANCE

- 2.1. The Trade Contractor shall be responsible for implementing a quality control program relative to its suppliers, manufacturers, products, services, and workmanship, to assure Work of specified quality.
- 2.2. Comply fully with the manufacturer's requirements. Conflicts with the manufacturer's requirements and the Contract Documents shall be brought to the attention of the Construction Manager for review and direction by the Architect prior to proceeding with the Work.
- 2.3. Standards of quality required in the Contract Documents shall be considered as minimum standards. Trade Contractor shall meet higher standards of quality as required by authorities having jurisdiction over the project or other entities as applicable.
- 2.4. Conflicts in the Contract Documents shall be brought to the attention of the Construction Manager for clarification and direction prior to proceeding with the Work.
- 2.5. All Work shall be performed by qualified crafts persons to produce workmanship of specified quality.

3. REFERENCES

- 3.1. Conform to reference standard current as of the date of Contract Documents.

4. MATERIAL MOCK-UP

- 4.1. Construct mock-ups at the site for review and approval as required in the Contract Documents.
- 4.2. Quality of workmanship shall be equal to or better than the quality of workmanship of the approved mock-up.
- 4.3. Trade Contractor shall remove mock-ups from the project site upon completion of the Work.

5. REQUESTS FOR INFORMATION

- 5.1. Clarification of the Contract Documents shall be requested in the form of Request for Information (RFI) utilizing the Request for Information Form module in the Project specific Website (Connect) (Refer to "Certificates and Other Forms" section).

SECTION 014516
FIELD QUALITY CONTROL PROCEDURES

6. INSPECTION AND TESTING LABORATORY SERVICES

- 6.1. Cooperate with independent material inspection and testing firms employed by others to accomplish all inspection and testing required to assure the quality of materials and workmanship.
- 6.2. Costs for any re-testing required as a result of non-conforming or apparent non-conforming Work will be charged to the Trade Contractor.

7. MANUFACTURER'S FIELD SERVICES AND REPORTS

- 7.1. When specified in individual Specification sections, the Trade Contractor shall require material or product suppliers or manufacturers to provide qualified representatives to observe site conditions and installation procedures as specified or as required for warranties or other requirements.
- 7.2. Report observations and directions made by representatives that are supplemental or contrary to the manufacturer's written instructions, Contract Documents, or other requirements.

8. REGULATORY REQUIREMENTS

- 8.1. Standards and regulations referred to throughout the Contract Documents establish the minimum requirements of the Work. Where the Contract Document requirements exceed the applicable code, the Contract Document drawings shall be met. Unless specifically noted, the current edition of all applicable regulatory codes shall be met.

9. TOLERANCES

- 9.1. Comply with manufacturer's quality tolerances. Manufacturer's tolerances which conflict with Contract Documents shall be brought to the attention of the Construction Manager for clarification and direction prior to proceeding with the Work.

10. NON-CONFORMANCE

- 10.1. Material, equipment, supplies, or workmanship found not to comply to the Contract requirements shall be promptly corrected by the Trade Contractor.
- 10.2. A "Notice to Comply" (NTC) may be issued by the Construction Manager for follow up action and response by the Trade Contractor. (Refer to "Non-Conformance Procedure" section).

END OF SECTION

SECTION 014517
NON-CONFORMANCE PROCEDURE

1. GENERAL

- 1.1. Trade Contractor performance found not to comply with requirements relative to safety, quality, and environmental issues, shall be promptly corrected by the Trade Contractor.
- 1.2. In the event of non-conforming performance, a Notice to Comply (NTC) may be issued by the Construction Manager for follow-up, action, and response by the Trade Contractor. (Refer to “Certificates and Other Forms” section).

2. NOTICE TO COMPLY PROCEDURES

- 2.1. Construction Manager issues Notice to Comply (NTC).
- 2.2. The Trade Contractor, jointly with the Construction Manager, determines the cause for non-conformity. Cause for non-conformity is recorded on the Notice to Comply (NTC).
- 2.3. The Trade Contractor, jointly with the Construction Manager; proposes corrective action to ensure non-conformity does not recur on the project. Corrective action is recorded on the Notice to Comply (NTC).
- 2.4. Construction Manager reviews proposed corrective action and approves if acceptable. Approval of proposed corrective action may require review and acceptance by the Owner, Architect/Engineer, or other entity as deemed appropriate by the Construction Manager. Approval is documented on the Notice to Comply (NTC).
- 2.5. Upon approval of the proposed corrective action, the Trade Contractor implements approved corrective action. The Trade Contractor shall document the corrective action taken and the date completed on the Notice to Comply (NTC) and return the form to the Construction Manager.

END OF SECTION

SECTION 015000
TEMPORARY FACILITIES AND CONTROLS

1. CLEANING

1.1. On-going Construction Clean-up

- A. Project clean-up and disposal of debris is the responsibility of each Trade Contractor for their own material and shall be performed on a daily basis.
- B. Daily clean-up shall include broom cleaning including removal of identifiable debris and rubbish from site.
- C. Sweeping compounds shall be silica-free.
- D. Fridays of each week are designated as total project clean-up day. Trade Contractors shall be responsible for providing the necessary labor force to thoroughly clean all areas where it has performed Work or otherwise created a need for clean-up. Friday clean-up shall include broom clean condition.
- E. In the event that the Trade Contractor fails to clean up and dispose of all debris promptly after written direction to comply, the Construction Manager will clean-up the debris and the Trade Contractor shall be responsible for all associated costs.
- F. Trade Contractor shall furnish labor for clean-up of unidentifiable debris including broom clean as directed by the Construction Manager
- G. Remove all electrical extension cords from the floor each Friday at the end of the work day.

1.2. Work in Place Progress Cleaning

- A. Trade Contractor shall be responsible for cleaning all material and equipment installed upon completion of installation of same.
- B. Work in place progress cleaning by each Trade Contractor shall include but not be limited to the following:
 - 1. Remove labels which are not required to be permanent.
 - 2. Clean transparent materials, including mirrors and window/door glass to a polished condition.
 - 3. All interior and exterior building materials and equipment finished surfaces and components shall be cleaned to be free of dirt, dust, oils, film, and other foreign material.
 - 4. Clean debris and dust from limited-access spaces including roofs, plenums, ducts, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.

SECTION 015000
TEMPORARY FACILITIES AND CONTROLS

5. Each Trade Contractor, after completing its Work in any space, shall thoroughly clean any and all debris, dirt, and dust caused by its Work or presence in a space. Such clean-up shall include but not be limited to:
 - a. Vacuum or washing of floor, wall, ceiling and other surfaces.
 - b. Restoring interior and exterior areas to condition that existed prior to occupying the space or commencement of the Work.

1.3. Street Cleaning

- A. Trade Contractor shall be responsible for keeping all paved surfaces and public streets in the vicinity of the project clean of dirt and other debris that is a direct result of his operations.
- B. Cleaning shall consist of cleaning the streets with a pick-up type sweeper in such a manner that the pavement and gutters are maintained broom-clean for the duration of the Contract.
- C. In the event that the Trade Contractor fails after written direction to comply with street cleaning requirements promptly, the Construction Manager shall perform the Work and charge the Trade Contractor all associated costs.

1.4. Debris Disposal

- A. Clark Construction (Trade Contractor) shall be responsible for dumpster costs associated with its Work
- B. All debris shall be legally disposed of off-site. Salvage opportunities, including debris sorting, to maximize recycling efforts are required and will need to be reported to Clark Construction Company on a monthly basis, if dumpsters are not provided by Clark Construction Company. The percentage of waste diverted from landfills must also be reported.
- C. Debris shall not be buried, covered up or left in walls or above ceilings.
- D. Burning of debris will not be permitted on the project site.

2. MATERIAL AND EQUIPMENT HANDLING AND STORAGE

- 2.1. On-site material storage space is limited. Long-term on-site storage will not be allowed without the approval of the Construction Manager. Material and equipment deliveries shall be coordinated and approved in advance with the Construction Manager.
- 2.2. Material and equipment shall be handled and stored utilizing means and methods to avoid damage, soiling, exposure to adverse weather, etc.

SECTION 015000
TEMPORARY FACILITIES AND CONTROLS

- 2.3. Store weather-sensitive products in weather-tight enclosures; maintain them within humidity ranges required by the manufacturer.
- 2.4. Products stored on-site shall be supported so as not to be in contact with ground and to avoid soiling.
- 2.5. In the event that products become exposed to adverse weather, or damaged, the Trade Contractor shall clean, repair or replace if necessary the product to achieve new condition acceptable to the Owner and Architect.
- 2.6. Coordinate material and equipment deliveries to meet requirements of the construction schedule.
- 2.7. Coordinate all delivery dates and storage spaces with the Construction Manager.
- 2.8. Trade Contractor shall be responsible for receipt, unloading and handling of products under its Contract. The Construction Manager or others will not receive deliveries for Trade Contractors unless noted otherwise in the Documents

3. PROTECTION OF INSTALLED WORK

- 3.1. Trade Contractors are responsible for fully protecting their work and the work of others from damage until the Owner accepts the work. In the event of damage to Work in place, the Trade Contractor causing the damage will be responsible for cost of repair. In the event the responsible Trade Contractor cannot be identified, the cost of repair will be prorated on a man hour basis to those Trade Contractors reasonably considered by Clark Construction Company to have personnel in the area of the damage.
- 3.2. Protect installed Work and provide special protection where specified in Contract Documents.
- 3.3. Trade Contractors required to Work on roof surfaces shall be responsible to take all precautions necessary to avoid puncture to roofing materials and shall place not less than the equivalent of ½ inch plywood to protect Work surface.

4. SECURITY

- 4.1. Trade Contractors shall provide all means of security and facilities as necessary to protect tools and equipment from theft or vandalism. Trade Contractor's shall be responsible for insurance and cost of replacement of all tools and equipment.

5. OFFICE/STORAGE FACILITIES

- 5.1. Trade Contractor shall not place storage and/or office facilities on-site without prior approval of the Construction Manager.

SECTION 015000
TEMPORARY FACILITIES AND CONTROLS

- 5.2. Storage and office facilities shall be in good condition and appearance as determined by Clark Construction Company. Clark Construction Company reserves the right to demand removal of facilities that do not meet this requirement.
- 5.3. Field offices and storage facilities shall remain portable and are subject to relocation.
- 5.4. Cost of set-up and any relocation of field offices and storage facilities shall be the responsibility of the Trade Contractor.
- 5.5. Electric heat or air conditioning will not be allowed for field offices or storage facilities unless the Trade Contractor arranges for its own metered electrical service.

6. REMOVAL OF UTILITIES, FACILITIES AND CONTROLS

- 6.1. Remove all temporary above grade or buried utilities, equipment, facilities and materials when directed by the Construction Manager.
- 6.2. Clean and repair damage caused by installation or use of temporary Work.

7. TEMPORARY DATA CONNECTIONS

- 7.1. Data connections if required by the Trade Contractor shall be arranged for and paid for by each individual Trade Contractor per their requirements.

8. TEMPORARY TOILETS

- 8.1. The Construction Manager will provide temporary toilets.

9. TEMPORARY FENCING

- 9.1. Wherever fencing is required adjacent to a public walking area and where fence base supports are required which would otherwise project into the walking area creating a potential trip hazard the following barrier/fence system shall be utilized.
 - A. TraFix Water-Wall Fence by TraFix Devices (or equivalent).
 - 1. Product Website:
 - a. <https://www.traffixdevices.com/products/barriers/water-wall-fence>
 - 2. Rental Supplier Information:
 - a. Clark Contracting Services
 - a. Phone: 248-286-1000

10. FIRE SAFETY

- A. The 06A General Trades shall provide a minimum of 20 pound U.L. rated multi-purpose (Type A, B, C) fire extinguishers on stands spaced throughout the building at all times spaced such that the travel distance to a fire

SECTION 015000
TEMPORARY FACILITIES AND CONTROLS

extinguisher shall not exceed 100 feet. Fire extinguisher stand shall be “Fire-Safety Mate” or equal as manufactured by the Gorla Corporation, (telephone 888.464.6742).

11. TEMPORARY UTILITIES

11.1. TEMPORARY ELECTRICAL SERVICE – BY ELECTRICAL TRADE CONTRACTOR

- A. The Electrical Trade Contractor shall provide power for construction operations including wiring, transformers, connections, and protection.
 - 1. Install temporary power panel and minimum of eight (8) 20 AMP, 120 Volt, weatherproof, GFI grounding, and duplex receptacles at or near pole. Circuit each outlet separately.
 - 2. Extend temporary service to the new building(s). Install temporary distribution systems and temporary power and lighting branch circuits within the building.
 - 3. Provide one 20 AMP, 120 Volt temporary branch circuit with three grounding, duplex receptacles minimum, for each 7,500 square feet of floor area. Locate receptacles to limit maximum extension cord length to 100 feet. Temporary branch circuits may be used for portable tools, portable lights, and other small power loads. Each separate Trade Contractor or Subcontractor shall furnish their own extension cords and supplemental lights.
 - 4. Provide electrical service and separate meter to Clark Construction Company’s temporary field offices.
 - 5. Install telephone lines from utility service location to Clark Construction Company’s temporary field offices.
- B. The Electrical Trade Contractor shall provide a complete lighting system throughout the building for construction operations.
 - 1. Temporary lighting shall consist of a minimum of one (1) 150 Watt lamp, or equivalent, for each 500 square feet of floor area, or a minimum of 10 foot-candle over the entire floor area of the building (or as required to meet current MIOSHA Standards). Provide a minimum of one (1) light in each room (excluding closets and utility chases, corridors, stairwells, etc.). Provide additional lighting in corridors and stairwells as directed by the Construction Manager as conditions require.
 - 2. Provide spare lamps and maintain temporary lighting system until permanent lighting is installed and activated.

SECTION 015000
TEMPORARY FACILITIES AND CONTROLS

- C. Trade Contractor's maximum individual load connected to the system shall be as follows:

<u>VOLTAGE-PHASE</u>	<u>MAXIMUM LOAD</u>
120 Volt, 1 phase	1.5 kVA
240 Volt, 1 phase	2.5 Kva

- D. Trade Contractors shall not use temporary light and power systems for electric heating, welders or for tools requiring larger than minimum loads specified above.
- E. If Work of separate Trade Contractors or Subcontractors requires three-phase power or voltage exceeding 120 Volts for tools or equipment, that Trade Contractor or subcontractor with additional power requirements shall provide the required temporary distribution system.
- F. Each separate Trade Contractor and Subcontractor shall make arrangements for electrical service, lighting and power for their field office, storage sheds, and other temporary buildings.
- G. Electrical Trade Contractor shall remove temporary light and power system when no longer required. Salvaged materials shall become property of the Electrical Trade Contractor.

11.2. **TEMPORARY HEATING AND COOLING – BY MECHANICAL TRADE CONTRACTOR**

- A. The HVAC Trade Contractor shall be responsible for all costs associated with the material and Work described herein.
- B. The HVAC Trade Contractor shall place permanent heating and cooling equipment in operation as directed by the Construction Manager. The HVAC Trade Contractor shall operate and maintain permanent system while in operation prior to substantial completion of the project.
- C. The HVAC Trade Contractor agrees to provide testing, cleaning, adjusting and flushing, including precautions to be taken to prevent unusual wear or damage to the permanent heating system during its use for temporary heat and ventilation and shall submit to the Construction Manager its detailed plan.
- D. Permanent heating and cooling systems and equipment shall not be put into operation for temporary heating until the systems' components and equipment have been tested and cleaned in compliance with the approved plan. In addition:
1. No permanent fan system shall be started, or ducts used, unless proper and adequate temporary air filters are installed and the Construction

SECTION 015000
TEMPORARY FACILITIES AND CONTROLS

Manager has checked and approved the installation. Permanent air filters shall not be used for any temporary heating.

2. Temporary air filters shall be replaced when the pressure drop across the filter bank exceeds the manufacturer's recommended maximum.
 3. Temporary filters shall be removed and replaced by permanent filters, at the termination of temporary heat, and prior to any testing or balancing of permanent heating system.
 4. All warranties for the permanent heating system, as used for temporary heat and ventilation, shall commence on the date of project substantial completion, prior use notwithstanding, unless accepted in advance of this date by the Owner.
 5. Use of permanent systems for temporary construction heating and cooling shall not effect the requirement that the warranty start date shall coincide with the substantial completion date as determined by the Architect and included in the Certificate of Substantial Completion. HVAC Trade Contractor shall include any additional cost to meet this provision in its base bid.
- E. Upon completion of the use of temporary heating, the permanent heating system shall be restored to operative conditions in a manner acceptable to the Architect/Engineer. The entire duct system and all its components shall be thoroughly and properly cleaned to the satisfaction of the architect/engineer and Construction Manager. HVAC Trade Contractor shall guarantee material and equipment cleanliness. Cleaning shall be done so as not to damage other Work of the Contract or other contracts.
- F. Refer to Environmental Management specification section 015300 for specific details regarding the construction indoor air quality plan.

END OF SECTION

SECTION 017123
FIELD ENGINEERING

1. GENERAL

- 1.1. Basic benchmarks and control lines will be provided. Trade Contractor shall be responsible for all other engineering and layout required for the performance of its Work.

2. REQUIREMENTS

- 2.1. Confirm accuracy of information indicated on the drawings with property survey and existing benchmarks before commencing layout of the Work. Locate and protect existing benchmarks and control points. Preserve permanent reference points during construction.
- 2.2. Discrepancies between the Contract Drawings and existing conditions shall be brought to the attention of the Construction Manager prior to layout of the Work.
- 2.3. Confirm engineering and layout of previous Trade Work. Do not rely on Work or layout of other Trade Contractors. Proceeding with Work adjacent to or in concert with the Work of other trades shall indicate acceptance of responsibility for accuracy of layout of previous Trade Contractor Work.
- 2.4. Engage the services of a registered land surveyor for any layout associated with the performance of site related Work.
- 2.5. Establish and maintain a minimum of two permanent benchmarks on the site, referenced to data established by survey control points.
- 2.6. Prior to layout and construction, verify location and invert elevation at points of connection of all utilities including sanitary sewer, storm sewer, and water service piping.
- 2.7. Working from lines and levels established by the property survey, establish benchmarks and markers to set lines and levels at each story of construction and elsewhere as needed to properly locate each element of the Project. Calculate and measure required dimensions within indicated or recognized tolerances. Do not scale drawings to determine dimensions.
- 2.8. Confirm all major elements for line, level and plumb as Work progresses.
- 2.9. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
- 2.10. Do not change or relocate benchmarks or control points without prior written approval. Promptly report damaged, missing or disturbed control points.
- 2.11. Promptly replace disturbed or destroyed control points. Replace control points in exact original location.

SECTION 017123
FIELD ENGINEERING

3. EXISTING CONDITIONS

- 3.1. Location of underground utilities, such as sewers, electrical power, water piping, conduits, structures, etc., on the drawings is as accurate as can be determined from available information. Accuracy or completeness of this information is not guaranteed. Exact locations and elevations shall be verified by the Trade Contractor prior to starting Work.
- 3.2. Exercise extreme care when excavating at or near the general location of underground utilities.
- 3.3. Notify Miss Dig or other utility location services as required by the Contract Documents, other authorities or quality construction practice, a minimum of three (3) working days prior to commencing site excavation or interruption of utility services.

END OF SECTION

SECTION 017329
CUTTING AND PATCHING

1. GENERAL

- 1.1. Trade Contractor shall be required to perform all cutting and patching as required for its Work and to accomplish the following:
- A. New construction into existing conditions.
 - B. Relocation of existing equipment or devices including patching areas where items were removed and any cutting and patching required at the new location.
 - C. Repair existing surfaces damaged as a result of incidental demolition Work. The repaired area shall match adjacent construction in all aspects.
 - D. Fit several parts properly.
 - E. Uncover Work to provide for the installation of ill-timed Work.
 - F. Remove and replace defective Work.
 - G. Remove and replace Work not conforming to requirements of the Contract Documents.
 - H. Remove samples of installed Work as specified for testing.
 - I. Certain construction Work may be completed before the Work of this bid category begins. Cutting and patching of such Work shall be included in the Work of this Bid Category.

2. DEFINITIONS

- 2.1. Cutting and patching includes cutting into existing construction to provide for the installation or performance of other Work and subsequent fitting and patching as required to restore surfaces to their original condition.
- 2.2. Cutting and patching performed during the manufacture of products or the initial fabrication, erection, or installation processes is not considered to be cutting and patching under this definition. Drilling holes to install fasteners and similar operations are not considered to be cutting and patching.
- 2.3. Selective demolition is recognized as related but separate categories of Work, which may or may not require cutting and patching as defined in this section.

3. PERFORMANCE

- 3.1. Before cutting, examine surfaces to be cut and patched and conditions under which the Work is to be performed. Take corrective action prior to proceeding with cutting that would result in an unsafe condition.

SECTION 017329
CUTTING AND PATCHING

- 3.2. Notify the Construction Manager immediately of any materials encountered which are suspected to contain asbestos. Asbestos-containing material will be removed and disposed of by the Owner.
- 3.3. Modification of the Work of other Trade Contractors or existing conditions shall not be performed without the consent of the Construction Manager.
- 3.4. Protect other Work during cutting and patching to prevent damage. Provide protection from adverse weather conditions for that area of the project that may be exposed during cutting and patching operations.
- 3.5. Take precautions to avoid cutting existing pipe, conduit, duct and other items to remain in service either temporarily or permanently.
- 3.6. Coordinate with other Trade Contractors installation of any sleeves and box outs for the performance of the Work. Include layout and installation of sleeves and box outs to be installed into the Work of other Trade Contractors.
- 3.7. Trade Contractor needing sleeves and box outs shall fill voids around sleeves and box outs with appropriate material to meet required ratings. Provide escutcheon plates where Work will be exposed.
- 3.8. Coordinate date and time of cutting and removal of Work to be uncovered for review and inspection by others.
- 3.9. Cutting and patching of existing materials shall be the responsibility of the Trade Contractor requiring the same.
- 3.10. Cutting and patching shall be performed by craftspersons skilled in working with the material being cut and patched.
- 3.11. Where cutting or patching is required of one Trade Contractor as a result of negligence of another Trade Contractor, cost shall be borne by the negligent Trade Contractor.
- 3.12. Comply with requirements of earth work specification sections where cutting and patching require excavation and backfilling.
- 3.13. All patching shall be done in a neat workmanlike manner with materials to match existing. Fit work tight to adjacent elements. Maintain integrity of wall, ceiling and floor construction and completely seal voids.
- 3.14. Use hand or small power tools designed for sawing or grinding to the greatest extent possible.
- 3.15. Cut using methods that are least likely to damage Work to be retained or adjoining Work. Where necessary, review proposed procedures with the original installer

SECTION 017329
CUTTING AND PATCHING

and Construction Manager. Comply with methods that will achieve highest quality results.

- 3.16. Joint and seam tolerances shall meet the most stringent quality standards in accordance with the Contract Documents or industry standard tolerances for the material being patched.
- 3.17. Coordinate with other Trade Contractors for fitting the Work.
- 3.18. Cutting of existing Work shall be straight, true and of proper size.
- 3.19. Cutting and patching of concrete floors and decks shall be performed in a neat and workmanlike manner, using a coring machine. Openings over six inch diameter must be formed by the Trade Contractor requiring the opening. Each Trade Contractor shall pack and grout openings around sleeves or Work penetrating the floor or deck associated with its Work.
- 3.20. Submit shop drawings and obtain approval of the Architect/Engineer prior to cutting or altering structural members. Shop drawings shall clearly identify each cut or alteration. Include detailed cutting plan.
- 3.21. Provide temporary support to prevent failure of Work to be cut.
- 3.22. Hot work permits shall be obtained from the Construction Manager for any cutting or patching work which requires the use of flame of any kind.

4. SUBMITTALS

- 4.1. Where prior approval of cutting and patching is required, submit proposed procedures for Work to be performed and request approval to proceed. Include the following information, as applicable:
 - A. Describe the nature of the Work and detailed performance plan indicating why cutting and patching cannot be avoided. Describe anticipated results of the Work in terms of changes to existing Work, including structural, operational and visual changes as well as other significant elements.
 - B. List of products to be used and firms that will perform Work.
 - C. Dates Work is expected to be performed.
 - D. List utilities that will be disturbed or otherwise affected by Work, including those that will be relocated and those that will be out of service temporarily. Include duration utility service will be disrupted.
- 4.2. Approval by the Architect/Engineer to proceed with cutting and patching Work does not waive the Architect/Engineer's right to later require complete removal and replacement of Work found to be cut and patched in an unsatisfactory manner.

SECTION 017329
CUTTING AND PATCHING

- 4.3. Submit cost estimate prior to cutting and patching to be performed and considered to be a change in scope of Work.
- 4.4. In the event conditions of Work or schedule require a change of materials or methods, submit request and recommendation. Include the following information:
 - A. Describe condition requiring change.
 - B. Recommendations for alternative materials or methods.
 - C. Submittals as required for substitutions.
 - D. Hot work permit if flame is used in any form to perform the Work.

5. MATERIALS

- 5.1. Except as otherwise indicated, or as directed by the Architect/Engineer, use materials for cutting and patching that are identical to existing materials. In the event identical materials are not available, or cannot be used, materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect shall be used. Materials used for patching shall result in equal or better performance characteristics.

6. CLEANING

- 6.1. Thoroughly clean areas and spaces where Work is performed or spaces used as access to Work. Remove paint, mortar, oils, putty and items of similar nature completely. Thoroughly clean materials before painting or other finishing is applied.

END OF SECTION

SECTION 017700
CLOSEOUT PROCEDURES

1. GENERAL

- 1.1. Specific Project closeout requirements are the responsibility of the Trade Contractor. Coordinate all requirements with the Construction Manager.

2. SUBMITTALS

2.1. Operating and Maintenance Data

- A. Operating and Maintenance Manuals shall be submitted upon completion of 80% of the Work or earlier if required to meet other Contract requirements.
- B. Maintenance Data shall be provided in accordance with the “Operation and Maintenance Data” section.
- C. Submit special tools and spare parts upon completion of 90% of the work in accordance with the “Operation and Maintenance Data” section.

2.2. Project Record Documents

- A. Project Record Documents shall be submitted upon completion of the Work, and uploaded into Clark’s Project Management Software, (Connect)
- B. Record Documents shall be provided in accordance with the “Project Record Documents” section.
- C. Project Record Documents shall include:
 - 1. “As-built” Drawings.
 - 2. “As-built” Material List.
 - 3. Certificates of Inspection and approval
 - 4. Warranties and Guarantees.
 - 5. Asbestos-Free Document (Sample provided by Architect)
 - 6. Smoke and Fire Spread Documentation.
 - 7. Other documentation as required.
- D. “As-built” drawings shall be submitted in electronic format per owner contract requirements, and one (1) hard copy.

3. FINAL APPLICATION FOR PAYMENT

SECTION 017700
CLOSEOUT PROCEDURES

- 3.1. Final Application for Payment shall be submitted in accordance with the Contract Documents.
- 3.2. Final Application for Payment shall be submitted only after all Project Closeout submittals, procedures and processes have been completed.

4. CERTIFICATE OF SUBSTANTIAL COMPLETION

- 4.1. Submit Certificate of Substantial Completion on form included in “Certificates and Other Forms” section.
- 4.2. The date of Substantial Completion will be determined by the Architect.

5. INSTRUCTION OF OWNER PERSONNEL

- 5.1. Provide instructions to Owner personnel in accordance with “Operation and Maintenance Data” section.
- 5.2. Coordinate instruction of Owner personnel to occur as early as possible following material and equipment being placed in complete operation.
- 5.3. Provide additional instruction sessions as required to accomplish instruction of material and equipment under differing conditions (i.e., HVAC equipment under heating and cooling conditions).
- 5.4. Video record Owner training sessions and turnover to the owner for their use.
- 5.5. Provide a signed transmittal if the owner declines any and/or all training.

6. WORK COMPLETION/PUNCH LIST

6.1. PROCEDURE

- A. Trade Contractor shall develop a Work completion list by area of the building as areas of Work are completed. Corrective Work shall be undertaken immediately upon development of the list.
- B. The Construction Manager will review and add additional items to the completion list as needed for completion by the Trade Contractor.
- C. Immediately upon completion of the Work the Trade Contractor shall review the Work and develop a detailed list of punch list and incomplete items of Work and within seven (7) days of completion of the Work, submit the list to the Construction Manager.
- D. Trade Contractor list shall include the location of the item, description, and scheduled date of completion.

SECTION 017700
CLOSEOUT PROCEDURES

- E. Trade Contractor shall immediately upon development of the list begin corrective Work.
- F. Construction Manager will review the list along with all material and equipment installed by the Trade Contractor and add additional items to the list found to be of unacceptable quality or incomplete.
- G. Construction Manager will coordinate with Owner's representatives, Architect and Engineers to review the Work and add additional items as required.
- H. The complete list of defective or incomplete items which includes review by Owner, Architect and Engineers will be provided to the Trade Contractor for correction/completion of the Work.
- I. Trade Contractor shall be held responsible to correct/complete the Work within thirty (30) calendar days of transmittal of the list by the Construction Manager.
- J. Trade Contractor shall conduct a confirmation walk-through with Construction Manager after correction/completion of the list.
- K. Any punch list items not completed by the Trade Contractor after thirty (30) calendar days or shorter duration as required by the Contract following transmittal of the punch list by the Construction Manager will be completed by others. All costs including Construction Manager time, overhead and profit will be charged to the Trade Contractor.
- L. Final approval and acceptance of the completed punch list and completed Work shall be by the Architect and Owner.

7. BIM CLOSEOUT REQUIREMENTS

- 7.1. Reference Section 013100 – BIM Coordination for BIM Closeout Requirements.

END OF SECTION

SECTION 017823
OPERATION AND MAINTENANCE DATA

1. GENERAL

- 1.1. Provide complete product data and related information appropriate for Owner's maintenance and operation of products furnished under the Contract, and provide operating and maintenance data as specified in the section and as referenced in other pertinent Specification sections.
- 1.2. Instruct Owner's personnel in the maintenance of products and in the operation of equipment and systems. If owner training is required video all sessions and turnover to the owner for their use.

2. QUALITY ASSURANCE

- 2.1. Preparation of data shall be done by personnel trained and experienced in maintenance and operation of the described products.

3. OPERATING AND MAINTENANCE MANUALS

- 3.1. Furnish to the Construction Manager an electronic copy uploaded to the Project Specific Website and three (3) complete manuals as approved detailing the operation and maintenance of all operable systems and products furnished under the Contract.
- 3.2. Provide operation and maintenance manuals in the following format:
 - A. Binder type
 1. Commercial quality three-ring binders with durable and cleanable plastic covers
 2. Minimum ring size – one inch
 3. When multiple binders are used, correlate the data into related consistent groupings
 4. Binder cover
 - a. Identify each volume with the title “OPERATING AND MAINTENANCE INSTRUCTIONS”, and the following information:
 - i. Title of project
 - ii. Identity of separate structure as applicable
 - iii. Identity of the general subject matter covered in the manual

SECTION 017823
OPERATION AND MAINTENANCE DATA

- b. Size – 8 ½” x 11”
- c. Paper – 20 pound minimum, white, for typed pages
- d. Text – Manufacturer’s printed data, or neatly typewritten
- 5. Drawings (included in manuals)
 - a. Provide reinforced, punched binder tab, bind in with text
 - b. Fold larger drawings to the size of the text pages
- 6. Table of Contents
 - a. By system, for each volume
 - b. List each major component as subheading to system
- 7. Organization
 - a. Group all components of each system into complete sections
 - b. Provide indexed divider for each system
 - c. Provide index tabs at each major component of each system using same identifications as Table of Contents
- 8. Content to be included in manuals shall be as follows:
 - a. Manuals shall be suitable for use in training of Owner’s personnel
 - b. Each manual section shall include the following, as applicable:
 - i. Operating data
 - ii. Narrative operating instructions for total system, organized sequentially and tailored to project installation
 - iii. For architectural products, applied materials and finishes
 - 1. Manufacturer’s data, giving full information on products:
 - a. Catalog number, size, composition
 - b. Color and texture designations

SECTION 017823
OPERATION AND MAINTENANCE DATA

- c. Information required for re-ordering special-manufactured products
- 2. Maintenance data
 - a. Procedures
 - i. Recommended maintenance schedules
 - ii. Spare parts lists including manufacturer's catalog numbers
 - iii. Manufacturer's printed data
 - iv. All applicable diagrams and system layouts
 - v. Recommended cleaning products and methods. Include products or methods that are detrimental to the material.
 - vi. Recommended schedule for cleaning and maintenance
 - vii. Supplier and installer contact information

4. POSTED OPERATING INSTRUCTIONS

- 4.1. Where applicable, provide operating instructions for posting for each major piece of equipment and systems of equipment, to aid in the operation of the equipment at or near local control panels or major piece of equipment.
- 4.2. Provide posted operating instructions in the following format:
 - A. Name plate data and manufacturers standard instructions, permanently affixed to product by manufacturer.
 - B. Operating instructions and diagrams furnished by Trade Contractor shall conform to the following:
 - 1. Size – not larger than 24" x 36" or smaller than 8 ½" x 11".
 - 2. Mounting – provide clean rigid protective covering and fasteners to permanently mount instructions to substrates encountered.
 - 3. Groupings of instructions shall be of uniform size.
 - C. Content to be included shall be as follows:

SECTION 017823
OPERATION AND MAINTENANCE DATA

1. Layouts
 - a. Equipment
 - b. Electrical
 - c. Piping
 - d. Other as required
- D. Instructions – simplified narrative
 1. Operation
 2. Cautions
 3. Supplementary information required to aid in the safe operation of the equipment

5. WARRANTIES

- 5.1. Furnish to the Construction Manager an electronic copy uploaded to the Project Specific website and three (3) warranty manuals separate from other project documentation. One (1) manual with original signature on warranties and two (2) copies.
- 5.2. Provide warranty manuals in the following format:
 - A. Binder type
 1. Commercial quality three-ring binders with durable and cleanable plastic covers
 2. Minimum ring size – one inch
 3. When multiple binders are used, correlate the data into related consistent groupings

6. INSTRUCTION OF OWNER'S PERSONNEL

- 6.1. Prior to final acceptance of the Work, and in accordance with specification sections, provide training encompassing all equipment and systems furnished under the Contract, for the Owner's designated operating and maintenance personnel. This training will be video recorded and turned over to the owner for their use. If Owner declines training provide a signed transmittal in lieu of the video recording.
- 6.2. Provide instruction documentation as follows:
 - A. Instruction schedule submittal shall include the following information

SECTION 017823
OPERATION AND MAINTENANCE DATA

1. Systems to be covered
 2. Total hours scheduled for each
 3. Percentage of classroom instruction versus field instruction
 4. Name of instructor and company represented
 5. Qualifications of instructor
 6. Operating and maintenance manuals, and posted operating instructions shall be the basis of instruction
- 6.3. The Trade Contractor shall maintain a training log with the following information
- A. Date
 - B. System in which instruction was given
 - C. Name and signature of instructor
 - D. Hours of instruction
 - E. Names of Owner's personnel in attendance
 - F. Log to be given to Construction Manager as part of the close-out documents at the completion of the training
- 6.4. Instruction shall include the following:
- A. Equipment training shall be provided by a certified manufacturer technician.”
 - B. Complete instruction in the safe operation, emergency procedures, and basic maintenance of equipment furnished under the Contract.
 - C. Instruction in the care and maintenance of finish materials and products.
 - D. Cautions on limitations of Owner's personnel service and conditions under which warranties may be voided.
- 6.5. Deferred Training
- A. Instruction and training in seasonal systems may be deferred until the appropriate season, provide warranties of such systems will be in effect at such times.
7. **SPECIAL TOOLS**

SECTION 017823
OPERATION AND MAINTENANCE DATA

- 7.1. Deliver to the Construction Manager four (4) sets of any special tools and keys required for operation, adjustment, resetting or maintenance. Identify each item and package each set in a separate container identified as to function.

8. ATTIC STOCK

- 8.1. Deliver Owner stock materials as required by each specification section.
- 8.2. Properly label stock material relative to product information and location on the project.
- 8.3. Deliver stock material when directed by the Construction Manager.
- 8.4. Stock material deliveries shall be accompanied by a transmittal listing all materials provided as well as quantities and specification section to which materials apply.
- 8.5. Stock material deliveries shall be signed for by the Construction Manager.

END OF SECTION

SECTION 017839
PROJECT RECORD DOCUMENTS

1. GENERAL

- 1.1. Trade Contractor shall maintain at the jobsite, one (1) copy of Contract Drawings, Specifications, Addenda, approved shop drawings, Change Orders and other modifications to the Contract, and field test reports. Clark Construction Company will utilize Project Sight for the digital distribution, management and control of Project Documents.

2. RECORDING

- 2.1. Label each document "PROJECT RECORD" in one inch high printed letters.
- 2.2. Keep record documents current; failure to maintain current documents may result in reduction of progress payments.
- 2.3. Provide updated set of "as-built" documents for review on a monthly basis as condition of payment.
- 2.4. Do not permanently conceal any Work until required information has been recorded.

3. CONTRACT DRAWINGS

- 3.1. Legibly mark to record "as-built" construction conditions which differ from Contract Documents. Include details as required and not noted on original Drawings.

4. SUBMITTALS

- 4.1. At the completion of the Work, deliver record documents to the Construction Manager.
- 4.2. Accompany submittal with a transmittal letter, in duplicate, containing:
- A. Date
 - B. Project title and number, Architect's name, and project number
 - C. Trade Contractor's name and address
 - D. Title and number of each record document
 - E. Certification that each document as submitted is complete and accurate.
 - F. Signature of Trade Contractor or authorized representative

5. AS-BUILT LIST

SECTION 017839
PROJECT RECORD DOCUMENTS

- 5.1. Furnish one (1) completed copy of an “as-built” materials list. This list shall indicate manufacturer, vendor or supplier and installer for each applicable item listed and any other item specified by trade name herein.

6. CERTIFICATES OF INSPECTION

- 6.1. Provide a copy of all Certificates of Inspection as required by applicable codes and/or the Contract documents.

7. WARRANTY

- 7.1. All Work and material on the Project shall be guaranteed for a minimum period of twelve (12) months from the date of Substantial Completion, or longer as may be required by the Specifications, Owner’s Contract, and local ordinances or applicable codes. The guarantee period shall commence at the date of Substantial Completion as determined by the Owner, Architect, and Construction Manager.
- 7.2. Trade Contractor shall be responsible for any consequential damages as a result of the failure of its Work under warranty.
- 7.3. The Guarantee form shall be the same as the form included in the “Certificates and Other Forms” section or other as required by the Architect, Owner, or Construction Manager.
- 7.4. Trade Contractor shall return to the Project approximately 10 months after the date of substantial completion for a warranty review meeting.

8. BIM PROJECT RECORD REQUIREMENTS

- 8.1. Reference Section 013100 - BIM Coordination for BIM Project Record Requirements.

9. OTHER

- 9.1. Provide other close-out items as required by local ordinances and authorities having jurisdiction.

END OF SECTION

SECTION 023200
GEOTECHNICAL INVESTIGATIONS

1. GENERAL

- 1.1. Geotechnical Report/soil boring location maps are included in Kingscott Specifications for Trade Contractor review.
- 1.2. Trade Contractors are responsible to review the geotechnical report prior to bidding to become familiar with site conditions. Failure to review the reports shall not entitle the Trade Contractor to additional compensation for issues that arise on the site.
- 1.3. Information contained in the reports is not a representation that all conditions encountered at the site are as indicated within the report.

END OF SECTION