

Fiber Optic and Low Voltage Cabling

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Technology Request for Bid

# Clarkston Community Schools



SECTION 00 01 10  
TABLE OF CONTENTS

**DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS**

<u>Section</u>	<u>Description</u>
00 01 01	Cover Page
00 01 10	Table of Contents
00 65 00	Contract Close-out

**DIVISION 27 - TECHNOLOGY SYSTEMS**

<u>Section</u>	<u>Description</u>
27 13 23	Fiber Optic Cabling
27 21 00	Low Voltage Cabling

**APPENDICES**

<u>Section</u>	<u>Description</u>
A	Building Diagrams

END OF SECTION

**ADVERTISEMENT FOR BIDS  
2022 Bond Projects – New Clarkston Junior High Fiber  
Optic and Low Voltage Cabling**

The Clarkston Community Schools' Board of Education will receive firm prime contractor bids for new internal fiber cabling, low voltage cabling, and related network infrastructure equipment and installation for the new Clarkston Junior High School within the Clarkston Community Schools district.

The bidding documents consist of plans and specifications prepared by Communications by Design, Inc. of Grand Rapids, MI. Documents may be downloaded through PreconSuite. If you need assistance downloading them through PreconSuite, please contact Joe Brenton, [jbrenton@auchconstruction.com](mailto:jbrenton@auchconstruction.com), at George W. Auch Company. There will also be one set for review at the office of the Construction Manager, George W. Auch Company, 65 University Dr, Pontiac, MI 48342, Ph: 248.334.2000, **on or after 1:00 pm, Monday, November 4, 2024.**

A **pre-bid meeting** will be held at **11:30 am, Monday, November 18, 2024.** Attendees are to meet at the Job site trailer located at 6595 Waldon Rd, City of the Village of Clarkston, MI 48346.

Each proposal must be submitted electronically through PreconSuite or as a hardcopy in duplicate on the forms furnished in the Project Manual and must be completed in full. The proposal shall be sealed in an opaque envelope and **marked with the name of the bidder and the project name.** Proposals are to be addressed and delivered to:

Clarkston Community Schools  
2022 Bond Projects – New Clarkston Junior High Fiber Optic and Low Voltage Cabling  
Attn: Wes Goodman  
6389 Clarkston Road  
Clarkston, MI 48346

Bids shall be **delivered no later than 2:00 pm (EST), Thursday, December 12, 2024 to the location indicated above, or electronically through PreconSuite.** The Board of Education will not open, consider nor accept a bid received after the date and time specified for bid submission. All late bid proposals will be returned to the bidder unopened.

A **bid bond** executed by a Treasury listed surety company acceptable to Clarkston Community Schools or a cashier's check in the amount of at least 5% of the sum of the proposal payable to Clarkston Community Schools shall be submitted with each proposal over \$30,512. **Cashier's checks must be delivered to Clarkston Community Schools at the address above prior to the bid opening** for bids submitted electronically that are utilizing a cashier's check for bid security. All proposals shall be firm for a period of sixty (60) days.

Bids will be publicly opened and read at the Administration Building, located at 6389 Clarkston Road, Clarkston, Michigan 48346 and via Zoom **starting at 2:00 pm (EST), December 12, 2024.** The Zoom meeting and meeting room for the bid opening will be available beginning at 1:30pm. **Please use the following zoom link for the bid opening:**

<https://us02web.zoom.us/j/89781918741>

Successful bidders whose proposals are \$50,000 or more will be required to furnish a satisfactory **Performance and Payment Bond** by a Treasury listed surety in the amount of 100% of their bid. **The cost of the Bond shall be included in each proposal.**

Bids 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 or the superintendent. Additionally, bids shall **be accompanied by sworn and notarized statements for the Iran Economic Sanctions Act Affidavit of Compliance, Equal Opportunity Statement, and Affidavit of Compliance – Criminal Background Checks.** Bids not accompanied by these sworn and notarized statements will not be accepted by the Board.

The Board of Education reserves the right to reject any and/or all bids in whole or in part and to waive any informality or irregularity therein, or to award the contract to other than the low bidder, in its sole discretion. Clarkston Community Schools reserve the right to accept that bid which in its opinion, is in the best interest of the Owner.

Board of Education  
Clarkston Community Schools

**CM - INSTRUCTIONS TO BIDDERS**

Date: November 14<sup>th</sup>, 2024

**PROJECT:** CLARKSTON COMMUNITY SCHOOLS  
2022 BOND PROJECTS – NEW CLARKSTON JUNIOR HIGH FIBER OPTIC AND LOW  
VOLTAGE CABLING

**TRADES:** Proposal 028 – Fiber and Low Voltage Cabling

All bidders are advised to make special note of project schedule, alternates and completion date. See next page.

**OWNER:** CLARKSTON COMMUNITY SCHOOLS  
6389 Clarkston Road  
Clarkston, MI 48346  
Wes Goodman, Executive Director of Operations

**CONSTRUCTION  
MANAGER:** GEORGE W. AUCH COMPANY  
65 UNIVERSITY DRIVE  
PONTIAC, MI 48342  
Ph: 248.334.2000 Fx: 248.334.3404  
Danielle Eschner, Project Director / Joe Brenton, Project Manager

**ARCHITECT:** COMMUNICATIONS BY DESIGN, INC.  
4101 SPARKS DRIVE SE  
GRAND RAPIDS, MI 49546  
Ph: 616-676-4101

**PRE-BID MEETING:** A pre-bid meeting and site visit will be held:

**Date/Time:** Monday, November 18<sup>th</sup>, 2024 at 11:30am  
**Location:** Clarkston Junior High School  
6595 Waldon Rd  
City of the Village of Clarkston, MI 48346  
Meet at the job site trailer.

**TAXES:** This project is not tax exempt. All applicable rates, use, employment and other applicable taxes are to be included in your proposal.

**BIDDING  
PROCEDURE:**

It is mandatory that the specific procedures be followed.

1. Sealed bids on **forms provided**, in duplicate.  
Envelope must **show your company name**, project name, and address to:

Clarkston Community Schools  
2022 Bond Projects – New Clarkston Junior High Fiber Optic and Low  
Voltage Cabling  
Attn: Wes Goodman  
6389 Clarkston Road  
Clarkston, MI 48346

2. Bids over \$30,512 **must** be accompanied with either a certified check or a **treasury listed bid bond** for bid security in minimum amount 5% of bid amount. Bids received without this guaranty will not be read or considered.
3. Successful bidders for work in excess of \$50,000 will be required to provide **Payment and Performance Bonds** issued by sureties approved by the U.S. Treasury Department and licensed to do business in Michigan. Sureties must be acceptable to the Construction Manager and Clarkston Community Schools. Payment and Performance Bonds will be required when individual building contracts are in excess of \$50,000.

4. ***Bids are due on or before 2:00 pm, Thursday, December 12th, 2024 to Clarkston Community Schools, 6389 Clarkston Road, Clarkston, MI 48346 to the attention of Wes Goodman or electronically through Building Connected. The bids will be opened and read publicly at 2:00 pm at the Administration Building located at 6389 Clarkston Road, Clarkston, MI 48346 and via Zoom. The Zoom meeting and meeting room for the bid opening will be available beginning at 1:30 pm. Please use the following zoom link for the bid opening:***  
<https://us02web.zoom.us/j/89781918741>

5. Bidders shall submit with their bid proposal,
  - (1) Signed **“Equal Opportunity Statement”**
  - (1) Signed and notarized **“Familial Disclosure Statement”**
  - (1) Signed and notarized **“Iran Economic Sanctions Act Affidavit”**
  - (1) Signed and notarized **“Affidavit of Compliance”**
6. Clarkston Community Schools’ Board of Education reserves the right to reject any and/or all bids in whole or in part and to waive any informality or irregularity therein, or to award the contract to other than the low bidder, in its sole discretion. Clarkston Community Schools reserves the right to accept that bid which in its opinion, is in the best interest of the Owner.
7. No proposal shall be withdrawn for a period of 60 days from date of bid.

**CONTRACTOR  
QUALIFICATION  
STATEMENT:**

Contractor may be required to provide the following documents as part of post bid evaluation; failure to provide said documents may disqualify contractor for consideration for award of contract:

1. Online Auch qualification statement located by clicking the link at the bottom of the homepage at [www.auchconstruction.com](http://www.auchconstruction.com) or AIA 305 qualification statement and supplemental information as requested.
2. (3) three years financial statements prepared by an independent Certified Public Accountant.
3. Evidence of the successful completion of the projects over the past (5) five years of similar size, scope and value to this project. Work under those projects must have been performed by its own workforce and under the company name.
4. Evidence of the contractor's safety record including OSHA 300A forms for the prior 3 years and the contractor's EMR for the last 3 years on their insurance carrier's letterhead.
5. Contractor's sample certificate of insurance.
6. Letter stating the contractor's bonding capacity on their insurance carrier's letterhead.

**BIDDING  
DOCUMENTS:**

Plans and specifications may be viewed and ordered through Building Connected. If you need assistance viewing or obtaining them through Building Connected, please contact Joe Brenton at the George W. Auch Company. Documents will also be available for review at the office of **George W. Auch Co., 65 University Drive, Pontiac, MI 48342 on or after 1:00PM, Monday, November 4, 2024.** Bid Package consists of Instruction to Bidders, Proposal Forms, General Conditions, and CM Supplementary Conditions and Procedures, drawings and the Project Manual and associated specifications.

Drawings and Specifications remain the property of the Architect.

**QUESTIONS, OR  
DISCREPANCIES:**

Should a bidder find discrepancies or ambiguities in, or omissions from the Contract Documents, or should it be in doubt as to their true meaning, it shall notify the Architect or Construction Manager at once, or in any case not less than seven (7) days before the proposal due date. The Architect shall review same where information sought is not clearly indicated or specified, and shall distribute an addendum to all bidders of record. Neither the Owner, Architect, nor the Construction Manager shall be responsible for any oral instructions. No addendum will be issued later than two (2) days prior to bid due date.

**CURRENT STATUS  
AND SCHEDULE:**

Bids due	December 12, 2024
Post-bid review conference	December 16 <sup>th</sup> -20 <sup>th</sup> , 2024
<b>(NOTE: Project manager must be in attendance for post-bid review conference, if requested)</b>	
Contract to be awarded on or about:	January 14, 2024
Construction shall commence on or about:	April 2024
Project Substantial Completion:	August 2028

\*\*\*See schedule, phasing and logistics plans contained within project specifications

END OF SECTION

BID PROPOSAL FORM FOR TRADE CONTRACTS

**Note:** This sheet, proposal sheet and  
last two sheets of this proposal form  
must be filled in to be complete.

COMPANY: \_\_\_\_\_  
(Print or Type)

SUBMITTED BY: \_\_\_\_\_  
(Print or Type)

ADDRESS: \_\_\_\_\_  
(Street) City/State/Zip

\_\_\_\_\_  
Phone Fax

\_\_\_\_\_  
E-Mail

CONSTRUCTION MANAGER: GEORGE W. AUCH COMPANY  
65 UNIVERSITY DRIVE  
PONTIAC, MI 48342

ARCHITECT ENGINEERS: COMMUNICATIONS BY DESIGN, INC.  
4101 SPARKS DRIVE SE  
GRAND RAPIDS, MI 49546  
PH: 616-676-4101

PROPOSAL: Pursuant to and in compliance with the instructions to bidders and contract documents for the above-named project, the undersigned agrees to enter into a contract with Clarkston Community Schools.

The undersigned hereby acknowledges that his proposal, as stated below, includes all the labor and services required and only those materials in compliance with the specifications and shown on the drawings.

The undersigned acknowledges that he has carefully examined the drawings and specifications and visited the site to fully inform himself of all existing conditions and limitations, and that his proposal includes a sum to cover the cost of all items included in the contract.

The undersigned further agrees to commence work on the project following the signing of the contract or within five working days thereof.

The undersigned agrees to coordinate, properly schedule and complete his portion of the work in compliance with the project schedule.

GENERAL NOTES

(Applicable to all Bid Items)

- A. The Contractor shall be deemed to be aware of, and include the cost for, all state and local laws, codes, ordinances, building rules and regulations, and other statutory provisions, all as are or may become applicable to the Work.
- B. Contractor shall coordinate with other trades that affect the installation of the Work, and with the Construction Manager.
- C. The Construction Manager shall provide two (2) working points, and a benchmark. All other layout to be provided by the Contractor
- D. Bidders shall exclude costs of testing from bid unless required by the proposal form or the trade specification, and shall cooperate with testing agency hired by the Construction Manager.
- E. Each Trade Contractor shall cooperate and coordinate with other contractors for expedient completion of the Work of this project.
- F. The proposal's scope of work will supersede any assignment of work indicated by the drawings and specifications. The section of the scope of work indicating ".....Specifically include....." May indicate items, which are in addition to the specification section.
- G. The Scope of Work for each Bid Item includes any hoisting, delivery, handling and/or storage requirements.
- H. Schedule and sequence manpower loading, and prefabrication and erection of work shall be in accordance with the construction completion dates and as indicated on the construction schedule.
- I. The Scope of Work for each Bid Item includes cleaning and maintaining streets free of dirt, mud, gravel and other debris caused by the Work of that Bid Item. Contractors are cautioned that local authorities intend to enforce local ordinances in this regard, and violators will be ticketed and prosecuted.
- J. The Scope of Work for each Bid Item includes strict adherence to the safety requirements and considerations as defined in the General Conditions and Supplementary General Conditions.
- K. Each Contractor shall review existing building and site conditions prior to commencing the Work and advise Construction Manager of any claim to changes in the Work within three (3) calendar days therefrom, or waive its right for claim for changes in the existing site condition. Each Contractor shall be responsible for restoring site to its original conditions upon completion of its work.
- L. All excess materials shall be legally disposed of off site unless otherwise indicated in the contract documents.
- M. All bidders are required to review and provide pricing for (where applicable) the alternate work itemized on the Bid Proposal Form with their bids. Unit prices shall be all inclusive and include all material, delivery, installation, insurance, applicable taxes, overhead, and profit. Material and equipment suppliers are requested to list the total State of Michigan sales and use tax included in their proposal.
- N. The apparent low bidders shall furnish a list of subcontractors and suppliers within 3 days of request for same.
- O. The Contractor is committed to nondiscrimination in employment. All qualified applicants are welcome to apply for jobs with the Contractor. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, physical impairment, national origin, height, weight, or marital status.
- P. All bidders are expected to familiarize themselves with the Instruction to Bidders, this Bid Proposal Form as applicable, General and Supplementary Conditions, and the drawings and technical specifications covering their work.

The following proposal sheets summarize the general scope of work in an attempt to help define the work of the separate trade contractors. The ensuing individual trade proposal forms are a guide to the scope of work, but are **not** intended to be all inclusive of the work to be covered.

**PROPOSAL 028: Fiber and Low Voltage Cabling**

GENERAL SCOPE: General Conditions  
CM Supplementary Conditions and Procedures

The scope of work shall include the following specification section in entirety,  
unless specifically stated as being excluded by this scope of work:

**Project Manual CCS – Fiber Optic and Low Voltage Cabling**

**CBD Bid ID: 3049**

Division 00 – BIDDING AND CONTRACT REQUIREMENTS

Division 27 – TECHNOLOGY SYSTEMS

APPENDIX A – Building Diagrams

The scope of work shall specifically include, yet not be limited to the following items for the entire set of documents:

1. Provide all labor, material & equipment necessary to complete the fiber cabling and low voltage cabling scope of work.
2. Provide all documentation and coordination to comply with E-Rate requirements.
3. Doors must be secured by the end of each work day.
4. Provide engineering and layout as required to complete this work. Layout points of reference will be provided prior to commencement of work. All other layout and establishment of grades will be provided by this contractor.
5. Coordinate and obtain all required tests, inspections, and permits.
6. Provide cored sleeves for all penetrations of the masonry, floor, or foundation system.
7. Provide fire/smoke seals for all penetrations created by this contractor's work including all penetrations created for above ceiling cabling. Provide sleeves, conduits, and seals as required. Each seal shall provide 1 hour rating unless otherwise indicated. Provide stickers and label penetrations as indicated.
8. Provide all patch panels as indicated. Connect cabling at the patch panels.
9. Provide all required labeling of patch panels and cabling.
10. Provide fiber and fiber panels as indicated. Connect existing MDF to new MDF as a temporary interconnect as indicated. Provide fiber between new MDF and new IDF rooms as indicated.
11. Provide faceplates and connectors as required per the drawings.
12. Provide specified support for this scope of work for above ceiling cabling at as indicated.
13. Provide racks, cable organizers, and all items as indicated to complete the communications room scope of work.
14. Provide cable and network jack colors as noted within specification.
15. Provide completed schedule of value form as attached within documents.
16. Provide daily clean up, removal, and legal disposal of all debris and excess material.

17. Provide all warranty and closeout documents required. Provide as-builts as indicated.

TOTAL FOR PROPOSAL 028: (\$ \_\_\_\_\_ )

**Unit Prices (provide unit prices below are same for adds/deducts)**

Additional Cat-6 drop \$ \_\_\_\_\_ / EA

CHANGES IN THE WORK: The prices listed above are to include overhead and profit. For authorized changes in the work involving additions to or deductions from the contract price, the bidder agrees to perform or delete such authorized work at net cost to him plus the following percentage of net cost. Percentages shall be considered to be all direct costs. Taxes, social security payments, and insurance premiums shall not be considered direct costs.

For work by Subcontractor's own forces - Maximum 15%

Involving Additions \_\_\_\_\_percent

Involving Deductions \_\_\_\_\_percent

For work under subcontract - Maximum 10%

Involving Additions \_\_\_\_\_percent

Involving Deductions \_\_\_\_\_percent

ADDENDA: If addenda have been received during the bidding period, the bidder shall fill in their numbers and dates, which will be an acknowledgement of his having received same and included in this proposal the work involved.

Addendum No. \_\_\_\_\_Dated

Addendum No. \_\_\_\_\_Dated

LABOR, MATL AND PERFORMANCE BONDS: Successful bidders whose proposals are \$50,000 or more are required to furnish a satisfactory Performance and Payment Bond in the amount of 100% of their bid. Payment and Performance bonds will be required when individual building contracts are in excess of \$50,000. For accounting purposes individual contracts will be written for each building that sum to the total proposals. If more than one building within the total proposal exceeds \$50,000, than an individual Payment and Performance bond must be provided for each building contract that exceeds \$50,000. The cost of the bond(s) shall be included in the proposal and stated below in total.

Bond Premium \$\_\_\_\_\_

Successful bidders will provide Payment and Performance Bonds issued by sureties listed by the Treasury Department and licensed to do business in Michigan. Sureties must be acceptable to the CM and Clarkston Community Schools.

SCHEDULE: Time is of the essence for this project, therefore the Undersigned further agrees to conform to the following schedule to allow the on-site start of his work.

a. Shop drawings and submittals; after notice to proceed \_\_\_\_\_weeks

b. Fabrication and/or Manufacture/Procurement and Delivery after approval of shop drawings and submittals: \_\_\_\_\_weeks

If awarded the Subcontract, the Undersigned agrees to commence the Work within 5 days notice to proceed from the CM and to complete the Work within the framework of the project schedule.

TAXES: The bidder shall include all applicable federal, state and municipal sales and excise taxes.

PROPOSAL GUARANTEE: A certified or cashier's check payable to "Clarkston Community Schools" or a satisfactory bid bond executed by the bidder by a Treasury listed surety company in the amount of five percent (5%) of the bid shall be included with any proposal in excess of \$30,512.

No proposal shall be withdrawn for a period of 60 days from the date of bid.

Accompanying this proposal is a proposal guarantee, as required, consisting of:

(State nature of guarantee and amount)

ACCEPTANCE OF PROPOSAL: The Owner reserves the right to reject any and/ or all bids and to waive any informalities should it be deemed in its best interest to do so.

Upon receipt of written notice of the acceptance of this bid, the bidder will execute the formal contract within 10 days.

Respectfully submitted,

Date: \_\_\_\_\_  
Name of Bidder: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-MAIL: \_\_\_\_\_

INSTRUCTIONS: Submit two copies and retain one for your file.

**SUBMIT THE FAMILIAL DISCLOSURE STATEMENT AND IRAN ECONOMIC SANCTIONS ACT AFFADAVIT INCLUDED HEREIN. FAILURE TO COMPLY WILL RESULT IN THE DISQUALIFICATION OF THE BIDDER'S PROPOSAL.**

**\*\*END OF PROPOSAL\*\***

SCHEDULE 'A'

VOLUNTARY ALTERNATES / SUBSTITUTIONS

NOTE: Value Engineering is encouraged.

The Bidder proposes the following Voluntary Alternates for the sums to be deleted from the Base Bid as stated below:

VOLUNTARY ALTERNATE NO. 1:

which would save the Owner

\_\_\_\_\_ ( \_\_\_\_\_ ) Dollars

VOLUNTARY ALTERNATE NO. 2

which would save the Owner

\_\_\_\_\_ ( \_\_\_\_\_ ) Dollars

The Bidder proposes the above Alternate for the following reason:

The Bidder requests acceptance of the following substitutions: (Attach)

## EQUAL OPPORTUNITY STATEMENT

The Clarkston Community Schools authority:

Gentlemen:

It is the publicly stated policy of \_\_\_\_\_ not to discriminate against any employee, applicant for employment, contractor, or material supplier, because of race, religion, color, national origin, ancestry or sex. With regard to employment, such non-discrimination includes, but is not limited to, our (my) policies of recruitment, recruitment, advertising, selection for apprenticeship or other training, rates of pay, promotion, transfer, lay-off or termination.

In all advertising for employment, subcontractors, or suppliers we (1) shall state that all applicants or respondents will receive consideration without regard to race, religion, color, national origin, ancestry or sex.

We (I) understand that any contract for the **Clarkston Community Schools** shall be in consideration of our maintaining the above mentioned non-discrimination policy.

We (I) understand that we (I) may be required to submit further information covering the race, color and work classification for our employees and those of our sub-contractors to be employed on this project.

NAME OF BIDDER (COMPANY): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_  
(Typed or Printed)

TITLE: \_\_\_\_\_



**CLARKSTON COMMUNITY SCHOOLS**

**2022 BOND PROJECTS – NEW CLARKSTON JUNIOR HIGH FIBER OPTIC AND LOW VOLTAGE CABLING**

**AFFIDAVIT OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT**

**Michigan Public Act No. 517 of 2012**

The undersigned, the owner or authorized officer of \_\_\_\_\_ (the "Bidder"), pursuant to compliance certification requirement provided in the Clarkston Community Schools Request for Proposal for 2022 Bond Projects – New Clarkston Junior High Fiber Optic and Low Voltage Cabling hereby certifies, represents and warrants that the Bidder (including officers, directors and employees) is not an "Iran linked business" within meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event Bidder is awarded a contract as result of the aforementioned RFP, the Bidder will not become an "Iran linked business" at any time during the course of performing services under the contract.

The Bidder further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the School District's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date it is determined that the person has submitted the false certification.

BIDDER:

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF MICHIGAN        )  
  )ss.  
\_\_\_\_\_ COUNTY OF        )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by

\_\_\_\_\_ County, Michigan

My Commission Expires: \_\_\_\_\_

Acting in the County of: \_\_\_\_\_







# DRAFT AIA® Document A132™ - 2019 Exhibit A

## Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the « \_\_\_\_\_ » day of « \_\_\_\_\_ » in the year « 202 \_\_\_\_\_ »

(In words, indicate day, month, and year.)

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

[Clarkston Community Schools, 2022 bond construction project improvements in accordance with the relevant application for preliminary qualification of bonds, the relevant ballot election language, Owner-approved plans and specifications, all applicable laws, the Owner's fixed budget, and as otherwise approved by the Owner.](#)

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

[Clarkston Community Schools](#)  
[6389 Clarkston Road](#)  
[Clarkston, Michigan 48346](#)

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

#### ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A232™-2019, General Conditions of the Contract for Construction.

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

##### § A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and, [upon the Contractor's request](#), provide evidence of the coverage, required under this Article A.2 and, [upon the Contractor's request, provide](#) a copy of the property insurance policy

**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 Document A232™-2019, General Conditions of the Contract for Construction. Article 11 of A232™-2019 contains additional insurance provisions

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or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

### § A.2.2 Liability Insurance

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

### § A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 **Causes of Loss.** The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

*(Indicate below the cause of loss and any applicable sub-limit.)*

Causes of Loss

Sub-Limit

§ A.2.3.1.2 **Specific Required Coverages.** The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to false work and other temporary structures, and to building systems from testing and startup. [The term "temporary structures," as used in this Section A.2.3.1.2, shall not include job trailers for 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

[§ A.2.3.1.2.1 The policy of insurance required by Section A.2.3.1, 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 such items until the Date of Substantial Completion is established by the Architect. 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.](#)

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 **Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions, [unless the loss is caused or allowed by the Contractor, whereby the Contractor shall be responsible for all loss not covered because of such deductibles or retentions.](#)

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

#### § A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

#### § A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)*

[  ] § A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

[  ] § A.2.4.2 Ordinance or Law Insurance, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

[  ] § A.2.4.3 Expediting Cost Insurance, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

[  ] § A.2.4.4 Extra Expense Insurance, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

[  ] § A.2.4.5 Civil Authority Insurance, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

[  ] § A.2.4.6 Ingress/Egress Insurance, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

[  ] § A.2.4.7 Soft Costs Insurance, to reimburse the Owner for costs due to the delay of completion of

the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

« »

#### § A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)*

- [  ] § A.2.5.1 Cyber Security Insurance for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

« »

- [  ] § A.2.5.2 Other Insurance *(List below any other insurance coverage to be provided by the Owner and any applicable limits.)*

Coverage	Limits
----------	--------

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

#### § A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies. Certificates of insurance must contain a clause stating that coverage afforded by the policies will not be canceled or materially altered without at least thirty (30) days' advanced written notice to the Owner and Architect. If requested, Contractor shall provide true and full copies of any or all required insurance policies.

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

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect and the Architect's consultants, and the Construction Manager and the Construction Manager'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. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, and the Construction Manager and the Construction Manager's consultants, CG 20 32 07 04.

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

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is

located. The Contractor shall maintain the required insurance on an occurrence-basis for at least one year following the date of Substantial Completion and/or on a claims-made basis for at least seven years following the date of Substantial Completion~~until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions~~, unless a different duration is stated below:

*(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

« »

### § A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than « » (\$ « ») each occurrence, « » (\$ « ») general aggregate, and « » (\$ « ») aggregate for products-completed operations hazard, providing coverage for claims including

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

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction 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 ~~arising out of injury to employees of the insured.~~
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.
- .12 Claims related to contractual obligations.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than « » (\$ « ») 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.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than « » (\$ « ») each accident, « » (\$ « ») each employee, and « » (\$ « ») policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

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

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased 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 on an occurrence-basis for at least one year following the date of Substantial Completion and/or on a claims-made basis for at least seven years following the date of Substantial Completion~~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.)*

« »

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

*(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*

- [ « » ] § A.3.3.2.1 If there is only one Contractor performing the Work on the Project, property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
- (Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

« »

[ « » ] § A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than « » (\$ « » ) per claim and « » (\$ « » ) in the aggregate, for Work within fifty (50) feet of railroad property.

[ « » ] § A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than « » (\$ « » ) per claim and « » (\$ « » ) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[ « » ] § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[ « » ] § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

[ « » ] § A.3.3.2.6 Other Insurance  
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits

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

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, [at least in accordance with MCL 129.201, et seq.](#) and as follows: (Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	<a href="#">100% of the Contract Sum</a> « »
Performance Bond	<a href="#">100% of the Contract Sum</a>

[Unless otherwise provided in the Contract Documents](#), Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement, [except that the language of Section 11 of AIA Document A312-Performance Bond shall be deemed deleted. Payment and Performance Bonds shall be provided within ten \(10\) days of request by the Owner and/or Architect, and in any event prior to Contractor commencing any services related to the Project.](#)

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

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

« »

# 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 « 202  
»

(In words, indicate day, month, and year.)

BETWEEN the Owner:

(Name, legal status, address, and other information)

[Clarkston Community Schools](#)  
[6389 Clarkston Road](#)  
[Clarkston, Michigan 48346](#)

and the Contractor:

(Name, legal status, address, and other information)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

for the following Project:

(Name, location, and detailed description)

[Clarkston Community Schools, 2022 bond construction project improvements in accordance with the relevant application for preliminary qualification of bonds, the relevant ballot election language, Owner-approved plans and specifications, all applicable laws, the Owner's fixed budget, and as otherwise approved by the Owner.](#)

The Construction Manager:

(Name, legal status, address, and other information)

[AUCH Construction](#)  
[65 University Drive](#)  
[Pontiac, Michigan 48342](#)  
[Telephone: \(248\) 334-2000](#)  
[Facsimile: \(248\) 334-3404](#)

The Architect:

(Name, legal status, address, and other information)

[GMB Architecture + Engineering](#)  
[85 E. 8<sup>th</sup> Street, Suite 200](#)  
[Holland, Michigan 49423](#)  
[Telephone: \(616\) 796-0200](#)

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, AS MODIFIED  
~~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, 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 may 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.

### 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.)

« \_\_\_\_\_, 202 \_\_\_\_\_ »

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

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

§ 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 The Contractor agrees that time is of the essence of this Agreement, that the Contractor must begin work as directed by the Construction Manager, and that the 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 Project. Nothing herein shall be interpreted to eliminate or reduce the Owner's right to extend the time for performance in accordance with the Contract Documents. 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.)

[  X ] 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 « \_\_\_\_\_ Dollars » (\$ « \_\_\_\_\_ »), 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.

~~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.)

« See General Conditions, as modified »

§ 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 Provided that a certified Application for Payment is received by the Owner from the Construction Manager not later than the « \_\_\_ » day of a month, the Owner shall make payment of the amount certified to the Contractor not later

than the «        » day of the « next » month, unless and to the extent the invoice or the services represented therein are reasonably disputed the Owner in good faith. If a certified and undisputed Application for Payment is received by the Owner from the Construction Manager after the application date fixed above, payment of the undisputed 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, Construction Manager as Adviser Edition, as modified, 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 Owner Architect determines, after advice and consent from the Architect 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 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 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 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.)*

« ~~Not applicable. All Contractor payments 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 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 that retainage restoration is desirable.~~ »

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, when the Work of this Contract is ~~finally 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 the Work of this Contract is ~~substantially finally~~ 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 incurred by the Owner due to the Contractor's negligence or breach of this Agreement~~ »

§ 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. Such withholdings shall not be less than 150% of the estimated cost to complete the work. »~~

~~§ 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 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.)~~

~~« »~~

~~« »~~

~~« »~~

~~« »~~

### § 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, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

## ARTICLE 7 TERMINATION OR SUSPENSION

### § 7.1 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 or another Contract Document, the reference refers to that provision as modified by the Owner and 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)

« \_\_\_\_\_ »  
« \_\_\_\_\_ »  
« \_\_\_\_\_ »  
« »  
« »  
« »

§ 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 elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A132™-2019, Exhibit A, and as set forth elsewhere in the Contract Documents, and as required by MCL 129.201, et seq.

§ 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 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 Claims and causes of action 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 or cause of action 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.

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

§ 8.8.6 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.

§ 8.8.7 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.

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

§ 8.8.9 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.

§ 8.8.10 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.

§ 8.8.11 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.

§ 8.8.12 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.

§ 8.8.13 Independent Contractor. 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.

§ 8.8.14 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.

§ 8.8.15 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. See Section 8.1.
- .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, listed below:

(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.~~)

- Bid Proposal Form
- PLM Bond
- Insurance Certificates
- Board Resolutions
- List of Subcontractors
- Schedule of Values
- Invitation to Bid
- Project Manual
- Accepted portions of Contractor's Bid (if consistent with Contract Documents)
- Post-Bid Interview documentation

In the event of any inconsistency or ambiguity within, between, or among the various Contract Documents, the terms most beneficial to the Owner (as determined in the Owner's sole discretion) shall govern »

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

CLARKSTON COMMUNITY SCHOOLS,

OWNER (Signature)

CONTRACTOR (Signature)

[Modified: 07/04/23; 8:44AM](#)



# DRAFT AIA<sup>®</sup> Document A232<sup>™</sup> - 2019

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

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

Clarkston Community Schools, 2022 bond construction project improvements in accordance with the relevant application for preliminary qualification of bonds, the relevant ballot election language, Owner-approved plans and specifications, all applicable laws, the Owner's fixed budget, and as otherwise approved by the Owner.

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

[AUCH Construction](#)  
[65 University Drive](#)  
[Pontiac, Michigan 48342](#)  
[Telephone: \(248\) 334-2000](#)  
[Facsimile: \(248\) 334-3404](#)

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

[Clarkston Community Schools](#)  
[6389 Clarkston Road](#)  
[Clarkston, Michigan 48346](#)

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

[GMB Architecture + Engineering](#)  
[85 E. 8<sup>th</sup> Street, Suite 200](#)  
[Holland, Michigan 49423](#)  
[Telephone: \(616\) 796-0200](#)

**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<sup>™</sup>-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132<sup>™</sup>-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132<sup>™</sup>-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 also~~ 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 or ambiguity within, between, or among the Contract Documents the ambiguity or 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). 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 ~~t~~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 ~~shall~~ agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will ~~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 ~~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. The Contractor shall immediately notify the Construction Manager of delays of other contractors that could impact timely coordination and completion of the Work.

§ 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. The Contractor is required to obtain, review, and understand the Owner's hazardous material report and/or asbestos management plan prior to performing construction work that disturbs the site. The Contractor is not to disturb any in-place hazardous materials, except as required to perform the Contractor's authorized scope of work and only as permitted by law, available hazardous materials information, and the Owner or its authorized agents. The Contractor must immediately stop all Work and notify the Owner if they reasonably suspect the presence of unknown hazardous materials and/or have unwittingly 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. It is required and understood that the Contractor's Contract Sum includes all applicable taxes and will not be modified as a result of Contractor's failure to include all such applicable taxes or to address 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.

### § 3.14 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.

§ 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,~~ 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 the 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 no greater than 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.

§ 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 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. 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~~ 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 corrected (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) ~~(5)~~ documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and ~~(6)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.

§ 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 year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner 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-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

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

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

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner. 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-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 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, this Section 15.1.2.

§ 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 waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes~~

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

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

## § 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision 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 decisionan 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, c~~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.

Modified; 06/12/23; 5:22pm

## CM SUPPLEMENTARY CONDITIONS & PROCEDURES

This document is written to complement, clarify or negate certain provisions of AIA Document A232- 2019 Construction Manager-Advisor Edition, as modified, previously bound within this specification. It is written specifically for this project in an attempt to summarize and elaborate upon several facets of interest and concern to the awarded contractors. These CM-Supplementary Conditions and Procedures, as with the aforementioned documents, will form a part of the written construction contract.

Several references in the General Conditions refer to an Agreement between the Contractor/Subcontractor and the Owner or the Construction Manager (CM), as the case may be. For this project, it is intended that Agreements will be between the Contractor and Clarkston Community Schools. See AIA Document A132-2019 (Std. Form of Agreement between Owner and Contractor) as modified, following these Supplementary Conditions for Form of Agreement.

I. Other modifications to the General Conditions are as follows:

Article 3: Contractor.

Add:

Para. 3.4.5.2 Where certification of the asbestos content of the material is not available from the manufacturer, the contractor shall pay the cost for sampling and analyzing the material for asbestos content. Any asbestos containing material shall be removed and replaced with like asbestos free material, all at the cost of the contractor.

Add:

Para. 3.14.3 "Every contractor will be responsible for all cutting and patching necessary for completion of his work unless otherwise noted. All patching is to be done by the contractor whose work is damaged and shall be reimbursed by the contractor causing the damage."

Add:

Para. 3.14.4 Restrict the size of holes to a maximum 2" larger than the minimum possible size. Exercise care when cutting to minimize damage to existing work.

Add:

Para. 3.14.5 Do not cut structural members without prior permission of the Architect and C.M.

Add:

Para. 3.15.4 All combustible waste materials shall be removed from all buildings at the close of every work day. All other rubbish and debris shall be removed from the premises at least once every week.

Add:

Para. 3.15.5 Costs attendant to the removal of all debris, rubbish, packaging, etc. which are identifiable to the activity of a specific contractor or its subcontractors shall be charged to the contractor. Costs attendant to the removal of all debris, rubbish, packaging, etc. which are not identifiable to the activity of a specific contractor or subcontractor will be pro-rated among all contractors on the basis of the ratio of the workforce of each (including their subcontractors) to the total workforce on the job site.

Add:

Para. 3.15.6 The Construction Manager shall maintain adequate records relating to the assessment of charges.

Add:

Para. 3.15.7 As work is completed in an area, the contractor shall remove all tools, equipment, scaffolding, and surplus materials and leave the area broom-clean.

Article 9 PAYMENTS AND COMPLETION

Replace with:

Para. 9.3.1 No later than the 25th day of each month, the Contractor shall make an application for payment in duplicate based on a percentage of completion of items of cost breakdown. Each application shall be accompanied by a sworn statement that all labor, materials, and services included in the previous and prior statements have been paid for, and that all work under subcontract has been paid, less only the retained percentage stated herein, and any disputed amounts, which shall be stated. Partial waivers shall be submitted covering all payments made to the contractors from the contractor's subs and suppliers. Final payment requests or reductions of the retained percentage shall be submitted with waivers of lien from all principal contractors and material suppliers.

**CM SUPPLEMENTARY CONDITIONS & PROCEDURES**

Add:  
Para. 9.3.4 The Owner shall make payments on account of the contract, provided therein, as follows: On or about the thirtieth day of the following month, (or after the Board meets and approves payment) ninety percent (90%) of the value (except as may be modified under 10.3.3) based on contract prices including executed change orders amending the contract, or labor and materials incorporated into the work, and materials suitably stored at the site up to the date of the application, as certified by the Architect, less the aggregate of previous payments. Subject to Article 9.5, payments shall be made within ten days of the date owner funding is provided.

Add:  
Para. 9.3.5 There shall be retained ten percent (10%) of the estimated amounts until final completion and acceptance of all work covered by the contract. However, the CM with the approval of the Architect, at any time after ninety (90%) of the work has been completed, if he finds that satisfactory progress is being made, and with written consent of surety, may recommend that remaining partial payments be paid in full. The balance of the retained percentage shall be paid thirty (30) days after the Owner's acceptance of the building providing that all requirements of the contract are met and financial obligations are discharged.

Add:  
Para. 9.3.6 Suitably stored in 9.3.2 preceding, will be interpreted to mean on site and such as to not interfere with building operations, be exposed to weather if unsuitable, an invitation to tampering or theft. Such storage shall be at the contractor's risk except as provided under insurance

Add:  
Para. 9.3.7 Applications for payments shall be on AIA Forms G-702 and G-703 and accompanied by any and all documents CM may deem appropriate.

Add:  
Para. 9.10.5 Final payment, including retainage, will be made upon completion of the work. Final payment for work of each contractor will be made upon satisfactory completion of the following conditions:

1. All work is to be completed to the satisfaction of the Architect and Construction Manager. Any uncompleted work must be listed, with explanation and anticipated completion date.
2. Contractor to submit the following documents (if applicable). Obtain verification through Construction Manager.
  - a. Final Invoice, Final Waiver, Sworn Statement.
  - b. Final waiver from subs.
  - c. Guarantee(s). See Appendix "A"
  - d. Contractor's affidavit of Payment of Debts and Claims (AIA Form G-706).
  - e. Fire Certificate(s) and/or Affidavit(s) as applicable.
  - f. As-builts and Manuals, as applicable.
  - g. Balance Report, as applicable.
  - h. Valve Chart, as applicable.
  - i. Punch List complete (letter stating Punch List items completed).
  - j. Change orders complete.
  - k. Close-out items in the Specifications which pertain to your specific category of work.
  - l. Consent of Surety to Final Payment (if applicable).

Add:  
Para. 10.1 The Contractor shall cooperate by mandating his project field personnel participate in periodic safety training programs.

Add:  
Para. 10.5.1 The Contractor shall be responsible for contracting with a private utility locator for any and all work including but not limited to excavation, saw cutting, and other instances where private utilities may be encountered.

Add:  
Para. 11.1.1 Contractor coverage limits shall be not less than:

WORKERS' COMPENSATION as required by law, with minimum of: \$ 100,000

## CM SUPPLEMENTARY CONDITIONS & PROCEDURES

COMPREHENSIVE GENERAL LIABILITY POLICY including Bodily Injury and Property Damage Liability coverage on an occurrence basis for claims arising out of premises, operations, products, completed operations, contracts as applicable to the contractor's obligations under Paragraph 11.1 of the General Conditions, independent contractors, elevators, broad form property damage, property damage losses stemming from hazards of explosion, collapse, underground with the following minimum limits of liability:

GENERAL POLICY	Aggregate	\$ 2,000,000
BODILY INJURY	Each occurrence & Aggregate	\$ 1,000,000
PROPERTY DAMAGE	Each occurrence & Aggregate	\$ 1,000,000

The Owner, Construction Manager, Architect, and such other parties as required by the Contract Documents, shall be named as primary additional insureds on each Comprehensive or Commercial General Liability Insurance Policy, any Umbrella Liability Policy, and any other special liability insurance policy as required for the Project. The Contractor's insurance shall be primary and non-contributory. The Contractor must maintain Completed Operations coverage (to apply to all insureds) for a minimum of two (2) years after final payment has been made unless the contract specifications dictate a longer period.

The trade contractor shall arrange for a certificate of insurance, confirming that the minimum limits are in effect for each kind of insurance required for the Project and naming all of the above primary additional insureds, to be timely furnished to the Contractor by the trade contractor's insurance agent.

Trade Contractor insurance, not less than:

COMPREHENSIVE AUTOMOBILE LIABILITY POLICY including liability coverage for owned, non-owned and hired automobiles and property damage on an occurrence basis with the following limits of liability:

BODILY INJURY AND PROPERTY DAMAGE	Each accident	\$ 1,000,000
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The contractor shall furnish the C.M. and Owner with satisfactory evidence and/or bonds with a provision that at least thirty (30) days prior written notice will be given to the Owner in the event of cancellation or material change.

The Owner will provide the following insurance for the above project:

### OWNER'S CONTINGENT LIABILITY

BODILY INJURY AND PROPERTY DAMAGE	Each occurrence Aggregate	\$ 1,000,000 \$ 1,000,000
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BUILDER'S RISK - Fire, extended coverage, vandalism and malicious mischief insurance on the uniform standard Builder's Risk Completed Value Form for the full insurable value of the work in the names of the Owner, Architect, the C.M. and all Contractors as their interests may appear.

STEAM BOILER AND MACHINERY (if applicable)		
A. Limit		\$ 2,500,000

### Add:

Para. 11.1.2 Any bond held by contractor shall name George W. Auch Company (DBA AUCH Construction), as a dual obligee (for purposes of coordinating the Owner's rights and responsibilities under the bonds).

## II. SPECIAL CONDITIONS & PROCEDURES

### 1. Construction Manager

- A. This is a Construction Management-Adviser Project. George W. Auch Company, (DBA, AUCH Construction) Pontiac, is the Construction Manager, and, as such, is responsible for the scheduling and administering of the construction process, and the financial accounting for same.
- B. The CM shall provide on-site coordination upon the start of construction and shall maintain it to insure timely performance by Contractors without hold-ups and delays resulting from the absence of on-site CM Coordination.

## CM SUPPLEMENTARY CONDITIONS & PROCEDURES

- C. The CM shall coordinate the performance of the Contractors in the utilization of the site as well as in the actual performance of their contractual obligations to the owner in the construction Project.

### 2. Construction Support

- A. The Construction Manager will locate and maintain property lines, establish key reference points and grades, and set 2 control points. Each Contractor is responsible for all other layout to his work. Restaking of damaged stakes will be at the cost of the Contractor responsible for the damage. Contractors are responsible for protection of their stakes and the accuracy of their work as it pertains to line, dimension and grade, within the tolerances specified, the work of previous contractors and layout entity notwithstanding. Assistance provided by the Construction Manager shall not relieve a Contractor of his responsibilities established herein.
- B. The Construction Manager will arrange for testing and quality control services as necessary. In the event that any materials testing fails due to improper installation, the Contractor will bear all costs for retesting.

### 3. Contractor's Responsibility

- A. It is not the responsibility of the Architect or CM to notify the Contractors when to commence, to cease, or to resume work: no in any way to superintend to relieve the Contractor responsibility for the consequences of any neglect or carelessness by it or its subordinates. It is the Contractor's responsibility to determine the timing and resources needed to meet the project schedule. All material and labor shall be furnished at times best suited for all Contractors concerned, so that the combined work of all shall be properly and fully completed on the date fixed by the Contract.
- B. The Contractor shall be responsible for all items contained in both the specifications and on the drawings for all trades. The Contractor shall be responsible for the proper division of labor according to current labor union agreements regardless of the division of responsibility implied in the contract documents.

### 4. Contractor's Measurements

- A. Before ordering material, preparing Shop Drawings, or doing any work, each Contractor or supplier shall verify, at the building, all dimensions which may affect his work. He assumes full responsibility for the accuracy of his figures. No allowance for additional compensation will be considered for minor discrepancies between dimensions on the drawings and actual field dimensions.

### 5. Continuity of Service

- A. Continuity of all existing services in the building shall be maintained throughout the construction period. Where it is necessary to tie into the existing electrical service, water or waste systems, it shall be done as directed by the Architect/Engineer. This Contract shall also provide temporary lines or bypasses that may be required to maintain continuous service in the building.

### 6. Protection of Occupancy

#### A. Fire Precautions

1. Take necessary actions to eliminate possible fire hazards and to prevent damage to construction work, building materials, equipment, temporary field offices, storage sheds, and other property.
2. During the construction, provide the type and quantity of fire extinguishers and fire hose to meet safety and fire prevention practices by appropriate rules and regulations.
3. Provide the necessary personnel and fire-fighting equipment to effectively control incipient fires resulting from welding, flamecutting or other operations involving the use of flame, sparks or sparking devices. During such operations, all highly combustible or flammable materials shall be removed from the immediate working area, and if removal is impossible, same shall be protected with suitable non-combustible shield against sparks, flame or hot metal.
4. Not more than one-half day's supply of flammable liquids such as oil, gasoline, paint and paint solvent shall be brought into the building at any one time. Flammable liquids having a flash point of 110 degrees F. or

## CM SUPPLEMENTARY CONDITIONS & PROCEDURES

below which must be brought into the building shall be confined in an Underwriters Laboratories (UL) labeled safety cans. The bulk supply of flammables shall be stored at least 75 feet from the building and other combustible materials. Spigots on drums containing flammable liquids are prohibited on the project site. Drums shall be equipped with approved vented pumps.

5. Only a reasonable working supply of flammable building materials shall be located inside the building.
6. All oil-soaked rags, papers, and other similar combustible materials shall be removed from the building at the close of each day's work, or more often if necessary, and placed in metal containers, with self-closing lids.
7. Materials and equipment stored in cardboard cartons, wood crates or other combustible containers shall be stored in an orderly manner and accessibly located, fire-fighting equipment of approved types shall be placed in the immediate vicinity of any materials or equipment stored in this type of crate or carton.
8. No gasoline, benzene, or like combustible materials shall be poured into sewers, manholes, or traps.
9. All rubbish shall be removed from the site and legally disposed of. Burning of rubbish, waste materials or trash on the site shall not be permitted.
10. The contractor shall be responsible for the conduct of employees relative to tobacco use. No smoking shall be allowed on the project; all forms of tobacco use is prohibited on the project.

### 7. GENERAL SAFETY AND BUILDING PRECAUTIONS

- A. Provide and maintain in good repair barricades, railings, etc., as required by law for the protection of the Public. All exposed material shall be smoothly dressed.
- B. At dangerous points throughout the work provide and maintain colored lights or flags in addition to above guardrails.
- C. Isolate Owner's occupied areas from areas where demolition and alteration work will be done, with temporary, dustproof and weatherproof enclosures as conditions may require and as directed by the Architect/Engineer.
- D. Protect openings in existing floors and areaways with barricades to prevent accidents.
- E. Cover and protect furniture, equipment and fixtures to remain from soiling, dust, dirt, or damage when demolition work is performed in rooms or areas from which such items have not been removed.
- F. Repair any damage done to existing work caused by the construction and removal of temporary partitions, coverings, and barricades.
- G. The Contractor will be held responsible for all breakage or other damage to glass up to the time the work is completed.
- H. Provide protection for existing buildings, interior and exterior, finishes, walls, drives, landscaping, lawns (see below), etc., to remain. All damages shall be restored to match existing conditions to the satisfaction of the Architect/Engineer.

### 8. INTERFERENCE WITH OWNER'S OPERATIONS

- A. The Owner will be utilizing the Building Facilities to carry on his normal business operation during construction. The Contractor shall coordinate the performance of the work necessary to complete the project in such a way as to interfere as little as possible with the operation during construction. The Contractor shall coordinate the performance of the work necessary to complete the project in such a way as to interfere as little as possible with the operation of the Owner.
- B. Work which will interfere with the Owner's occupancy, including interruptions to the Owner's mechanical and electrical services, and essentially noisy operations (such as jack hammering) shall be identified to be incorporated into the overall project schedule. The schedule of alterations shall be approved by the Architect/Engineer and the work shall be done in accordance with the approved schedule.
- C. It is understood that the work is to be carried through to completion with the utmost speed consistent with good workmanship and to meet the construction schedule.
- D. The Contractor shall begin work under the Contract without delay upon receipt of the fully-executed contract and shall substantially complete the project ready for unobstructed occupancy and use of the Owner for the purposes intended within the completion time stated in the contract.

- E. The Contractor shall, immediately upon award of contract, schedule his work and expedite deliveries of materials and performance of Contractors to maintain the necessary pace to meet the construction schedule.
9. Coordination
- A. The contractor also shall provide staff adequate to coordinate and expedite the work properly and shall at all times maintain competent supervision of its own work to insure compliance with the contract requirements.
  - B. The contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the work under the Contract.
10. Inspections and Tests
- A. The Architect shall at all times have access to the work wherever it is in preparation or in progress and the Contractor shall provide proper facilities for such access and observation.
  - B. No failure of the Architect, during the progress of the work, to discover or reject materials or work not in accordance with the Contract Specifications and Drawings shall be deemed an acceptance thereof, nor a waiver of defects therein. Likewise, no acceptance or waiver shall be inferred or implied due to payments made to the Contractor or by partial or entire occupancy of the work, or installation of materials which are not strictly in accordance with the Contract Specifications and Drawings.
  - C. Where tests are specifically called for in the Specifications, the Owner shall pay all costs of such tests and engineering services unless otherwise noted in the Contract.
  - D. Where tests are not specifically called for in the Specifications, but are required by the Architect or Consultant, the Owner shall pay all costs of such tests and engineering services except where the tests reveal that the workmanship or materials used by the Contractor are not in conformity with the Drawings, Specifications, and/or approved Shop Drawings. In such event, the Contractor shall pay for the tests, shall remove all work and materials so failing to conform and replace with work and materials which are in full conformity.
11. Temporary Facilities
- A. Cold Weather Protection:
    - 1. Prior to the enclosure of building, each contractor shall provide and maintain weather protection as may be required by the respective construction schedule to properly protect all parts of his work from damage during construction. This shall include protective coverings and enclosures, space heaters with vent pipes, fuel, and the necessary attendants. Heat shall be maintained around the clock (24 hours, seven days per week) as necessary to fully meet contract requirements. Work must also be protected from the deleterious effects of hot weather and moisture.
  - B. Temporary Heat:
    - 1. All heating required during construction of the work, after building enclosure (definition: all exterior permanent material in place, i.e., walls, roof, doors, windows, louvers) and prior to the acceptance or occupancy of the building shall be classified "Temporary Heat". The CM shall pay for all fuel once the permanent HVAC system is operational.
    - 2. Except as otherwise called for, a minimum temperature of 50 degrees in the building shall be maintained during working hours, and above freezing at all other times. Contractors requiring additional heat will provide the same.
    - 3. After the permanent heating source is installed and upon approval of the Architect and Engineer, it will be used to provide temporary heat. When permanent elements are used for temporary heat, the system will be operated by the Mechanical Contractor (in coordination with the Owner) who shall provide adequate supervision and labor. The warranty period shall commence at the project's substantial completion. Mechanical contractor shall obtain any required warranty extensions.
    - 4. Prior to turning building over to the Owner, the Mechanical Contractor shall thoroughly inspect and clean all units used for temporary heat and leave all units in original condition. If air handling units are used, they will be cleaned both inside and out and provided with new permanent filters.
  - C. Temporary Light and Power
    - 1. The existing building's power will be available for contractor's use. When an electrical contract has been awarded, the following requirements will be available soon after the electrical contractor has mobilized.

## CM SUPPLEMENTARY CONDITIONS & PROCEDURES

2. The Electrical Contractor shall provide temporary service for light and power required in construction for all trades until the permanent system is in operation. The Electrical Contractor shall include the following facilities in the temporary power and lighting service for the entire project: temporary service shall be provided for the entire time of the project.
3. Provide 120/208 Volt, three phase, four wire service and branch wiring per MIOSHA. Lighting standards for 120 Volt lighting and small tool power outlets through the building. General lighting, consisting of 150 watt (minimum) lamps and weatherproof sockets, and power outlets, consisting of 120 Volt pendant type cord connectors for fractional horsepower electric tools shall be installed. 120 Volt and 208 Volt power outlets shall be located such that any point in the building can be served by a portable power cord of a maximum length of 100 feet.
4. The Electrical contractor shall provide maintenance service for temporary power and lighting facilities including lamps, during regular working hours. Any additional maintenance service required during overtime work, on Saturdays, Sundays, or holidays shall be arranged for and paid by the contractor requiring the facilities.
5. If any contractor requires additional extensions, he shall furnish his own portable cords, lamps and connectors above locations, in order to properly complete his work.
6. The Electrical Contractor shall provide a temporary electrical service for light and heat for use by A/E, Owner and CM in project offices.
7. The CM will arrange for payment of all electrical current used for temporary light and power.
8. Complete installation shall be in compliance with all applicable codes. Electrical Contractor's estimate shall allow removal and salvage for the temporary service when it is no longer required.

### D. Temporary Access.

1. Ladders, railings, barriers, scaffolds, etc. as required by the proper execution of the work shall be provided by the specific contractor and/or his subcontractor requiring same.

### E. Toilet Facilities.

1. The Construction Manager shall arrange for and maintain temporary toilets as necessary for use of workers. The plumbing contractor shall provide permanent toilet facilities inside the building as soon as work will allow.

### F. Project Sign.

1. The CM will arrange for a suitably constructed project sign giving the name of the project, Owner, Architect and CM. No other signs will be permitted on the site without written approval of the Owner.

### G. Temporary Storage.

1. Each contractor shall be responsible for receiving, storing and properly protecting his own materials. Any materials to be stored on site must have field CM approval for location.
2. Do not store materials, tools, or equipment on any existing roof area adjacent to the work site unless proper protection of the existing roof is provided.
3. The Contractor shall hold the Owner harmless against all claims of damage or alleged damage to any such structure arising out of the work under this Contract.

### H. Temporary Water.

1. A temporary water service for construction purposes shall be provided by the plumbing contractor. Any hose extensions required from the temporary services shall be provided by then Trade Contractor requiring same.

## 12. Damaged Work

- A. Each Contractor shall be held responsible for all damages caused to any work on the project by its own forces, subcontractors, or others connected with its operations on the project in any way, and shall make all necessary repairs

## CM SUPPLEMENTARY CONDITIONS & PROCEDURES

to and replacement of such damaged work to the Architect's and Owner's complete satisfaction at no expense to the Owner.

- B. Any damaged work shall be repaired or replaced by the trade which installed the original work. The cost of repairing or replacing such damaged work shall be borne by the contractor or subcontractor responsible for the damage.
- C. Should the evidence be insufficient in the opinion of the Architect and CM to fix responsibility, the cost of replacement and making good the damaged work shall be paid for by all Contractors employed on the job at the time of the occurrence of the damage who possibly could have contributed to said damage, in amounts proportional to their respective contracts as determined by the Architect.

### 13. Vandalism

- A. The cost for any damage by vandalism to material or equipment or that which occurs to items furnished or installed under this Contract is to be borne by the Contractor. The Contractor is responsible for such vandalism from the start of construction until it is conditionally accepted by the Owner.

### 14. Right to Know

- A. The Michigan Occupational Safety and Health Act requires a communication program designed to safeguard the handling of hazardous chemicals through labeling of chemical containers, development and availability of Safety Data Sheets (SDS), the training of employees working with these chemicals and a written hazard communication program developed by the employer.
- A. The law also provides specific employee rights. They include: 1) the right to be notified (by employer posting) of the location of Safety Data Sheets (SDS); 2) the right to be notified (by employer posting) of new or revised SDS no later than five (5) working days after receipt; 3) and that employees have the right to request SDS from their employers.

### 15. 15. Site Maintenance and Cleanup

- A. Each contractor shall be responsible for the maintenance of the site in a clean and orderly condition at all times to the satisfaction of the Architect and Construction Manager. Individual Contractors shall cooperate in this requirement as noted below.
  - 1. All combustible waste materials shall be removed from all buildings at the close of each work day. All other rubbish and debris shall be removed from the premises at least once every week.
  - 2. Costs attendant to the removal of all debris, rubbish, packaging, etc. which are identifiable to the activity of a specific Contractor or its subcontractors shall be charged to the Contractor. These costs will be pro-rated among all contractors on the basis of the ratio of the work force of each (including their subcontractors) to the total work force on the jobsite.
  - 3. The Construction Manager shall maintain adequate records relating to the assessment of charges.
  - 4. As work is completed in an area, the contractor shall remove all tools, equipment, scaffolding, and surplus materials and leave the area broom-clean.
  - 5. Contractors working under separate contracts shall be responsible for daily cleanup of their immediate work areas as noted in 1 above. In case of contractor failure to comply with the requirements, the Construction Manager, after notifying the Contractor, may perform the cleanup work and charge the Contractor.
  - 6. Contractors involved in demolition of portions of existing buildings will remove all materials and debris caused by their operation from the site.

### 16. Final Cleaning

- A. Immediately before turning the project or parts of same over to the Owner, the Construction Manager will coordinate the Contractor's final cleaning with the project's final cleaning.
  - 1. Wash and clean all exposed exterior and interior surfaces of metal, glass in the following divisions of the specifications: Hollow Metal, Ornamental Metal, Windows, Glass and Glazing, Metal Partitions, Metal Lockers or other Metal Equipment and Specialties. This work shall be thoroughly cleaned with soap and water by professional cleaners. Steel wool, harsh abrasives or acids are not to be used for cleaning.
  - 2. Care shall be taken to avoid scratching glass or metal; any damages to same shall be corrected even to furnishing new materials of same character and replacement of other work disturbed.

3. Wash and clean all exposed finished metal and glass parts of mechanical and electrical equipment in the same manner as specified in the foregoing paragraph.
4. At completion, all hard tile, terrazzo and resilient floors and stairs shall be mopped clean with soap and water.
5. All cleaning specified in individual sections shall be done by that trade. Unless otherwise noted on the proposal scope of work. Construction Manager to coordinate the trade's final cleaning requirements prior to Owner's occupancy.

17. Work Schedule and Contractor Meetings

- A. It is intended that the proposed schedule be adhered to; it should be understood that it is approximate in nature and not to be taken as a final and rigid document. A detailed construction schedule will be developed by the Construction Manager within the context of the proposed schedule after award of contracts. Each Contractor shall submit to the Construction Manager a summary of time durations to complete each phase of his work for updating the detail schedule. Once finalized, the detail schedule will become the official construction plan for the project. Each Contractor will then be expected to adhere to and meet that schedule.
- B. If any Contractor does not adhere to the established schedule, thereby causing delay to succeeding work, he may be held responsible for such failure. In the event of blatant non-performance, as determined by the Architect and Construction Manager, costs will be accumulated to the defaulting Contractor and charged accordingly.
  1. Under no circumstances, shall the Owner, the Architect, or the Construction Manager be responsible for charges caused by such delays. Nor shall the Owner, the Architect or the Construction Manager be responsible for delays caused by failure of suppliers to meet delivery schedules which may cause subsequent Contractor to reschedule their work.
  2. If an individual Contractor, or group of Contractors, do not complete their work in the time allotted for that work, the Construction Manager shall have the prerogative to direct the Contractor to accelerate his work at no increase in cost to the Owner. If the Contractor fails to expedite his work, the Construction Manager may solicit the services of others to perform such work on schedule, or if the Contractor completes his work late, the Construction Manager may accelerate the work of subsequent Contractors to reestablish the original construction schedule. If either of these are invoked, the costs incurred by these efforts will be charged to the late Contractor(s). Any direction given in this regard by the Construction Manager shall be in writing, with copies given to all parties involved.
  3. The Construction Manager shall have the right to remove a Contractor from the project, and assign his work to other Contractors. In the event it is not possible to secure a "firm bid" to perform this work, a time and material method will be used to complete the work.

C. Meetings

1. When directed by the Construction Manager, meetings shall be held for the purpose of coordinating and expediting the work. The invited Contractors will be required to have qualified representatives at these meetings, empowered to act on their behalf.

18. Parking

1. Parking for employees of Contractors will be as directed by the Owner. School employee volume at certain times of the year may require that a maximum limit be placed on the number of vehicles allowed on site by each Contractor.

19. Regulatory Requirements

A. Permits

1. The Contractor shall comply with all State and local rules, ordinances, and regulations relating to buildings, employment, the preservation of public health and safety, and so forth. The necessary permits or certificates of inspection shall be paid for and obtained by this Contractor. All necessary individual licenses required for the performance of the work shall be made available to the Owner/Construction Manager upon request. Contractor shall hold in its name any and all licenses required for the performance of the work being bid.

## CM SUPPLEMENTARY CONDITIONS & PROCEDURES

2. Should the Contractor perform any work knowing it to be contrary to existing laws, ordinances, rules and regulations, and fails to give notice of such fact to the Construction Manager, he shall bear the costs arising therefrom and hold the Owner harmless for such violation.

### B. Work Specified to Requirements Stricter than Standard Codes:

1. Where the contract documents require the work or parts of the work to be done in accordance with a particular standard or code recognized in the building industry by State or local law, such work shall be completed in accordance with the requirements of the contract.

## 20. Contested Work

- A. Each Contractor is expected to do all reasonably associated work connected with his trade. In the case of contested work each Contractor shall proceed with the Work as directed by the Construction Manager even though it feels the Work is not part of his contract.
- B. If the Contractor disagrees, he shall immediately submit, in writing, that he is protesting the work with copies of such protest sent to the offices of the Owner and Construction Manager with the original given to the Project Superintendent on the job. IF THE CONTRACTOR'S WRITTEN PROTEST IS NOT RECEIVED WITHIN FIVE (5) DAYS, IT AUTOMATICALLY MEANS HE ACCEPTS THE WORK. The protest must state specific reasons for the issuance of such protest. When proceeding with the protested work, the Contractor is obligated to provide and maintain daily cost records for this work. Daily cost records must be signed by the Project Superintendent for each day with a copy furnished for his records.
- C. Upon receipt of the written protest, the Construction Manager will review the protest with the Owner and Architect and respond, in writing, within fourteen (14) days. If after the contested work is completed, the Contractor wishes to appeal the decision further, he may request, in writing, through the Construction Manager, a meeting with the Owner, Architect and Construction Manager. All of the above is in addition to the claims process listed in the General Conditions.

## 21. CODES AND STANDARDS

- A. Reference to standard specifications for workmanship, apparatus, equipment and materials shall conform to the requirements of latest specifications of the organization referenced, i.e., American Society for Testing Materials (ASTM), Underwriters Laboratories, Inc. (UL), American National Standards Institute, Inc. (NSI), and others so listed in the Technical Specifications.

AA	-	Aluminum Association
AIA	-	American Institute of Architects
AISI	-	American Iron and Steel Institute
ANSI	-	American National Standards Institute
ASTM	-	American Society for Testing and Materials Designation
CS	-	Commercial Standards, U.S. Department of Commerce
FS	-	Federal Specification, General Services Administration
MDOT	-	Michigan Department of Transportation, 1979, Standard Specifications for Construction
NBFU	-	National Board of Fire Underwriters/American Insurance Association
NFPA	-	National Fire Protection Association
SPR	-	Simplified Practice Recommendation, U.S. Department of Commerce
UL	-	Underwriters' Laboratories, Inc.

All Architectural, Mechanical and Electrical drawing symbols and abbreviations are based on the recommended drafting standard symbols and abbreviations as promulgated by the Construction Industry Council of Southeastern Michigan, current edition.

## 22. Project Safety

- A. This project will be a "hard hat and safety glasses area". All Contractors will be required to enforce the wearing of hard hats and safety glasses for their personnel at all times on this project. Contractors not enforcing this rule will be subject to having payments held until such time as the requirements are met.
- B. In addition to the periodic project safety briefing meetings convened by the Construction Manager, all Contractors shall schedule on site safety meetings with their employees. Minutes of these meetings should be kept and a copy filed with the Construction Manager.

## 23. Punch List

## CM SUPPLEMENTARY CONDITIONS & PROCEDURES

- A. Each Contractor must accomplish his initial and subsequent punch list corrective items WITHIN FIFTEEN (15) CALENDAR DAYS of notification of such work. Each Contractor shall notify the Construction Manager of his intended schedule to accomplish such punch list items. If the Contractor, for any reason, does not expect to complete his work within this time frame, he shall notify the Construction Manager, in writing, WITHIN SEVEN (7) DAYS. On such notification, the Contractor must explain his reasons for such delay, and submit a schedule satisfactory to the Construction Manager and Owner.
- B. If Contractor fails to expedite his work, the Construction Manager may solicit the services of others to perform such work on schedule, or if the Contractor completes his work late, the Construction Manager may accelerate the work of subsequent Contractors to reestablish the original construction schedule. If either of these are invoked, the costs incurred by these efforts will be charged to the late Contractor(s). Any direction given in this regard by the Construction Manager shall be in writing, with copies given to all parties involved.

### 24. Geotechnical Data

- A. The complete geotechnical report and logs are made available only for the convenience of the bidders or the Contractors, and are included herewith (see 00210).
- B. Geotechnical investigations to determine the nature of subsoil conditions, have been made at various locations on the site. Borings indicate only the subsoil conditions at the points where borings were made and samples were taken, and are not intended to indicate the subsoil conditions for the entire site. Data contained in the report and logs are not intended as representations or warranties of accuracy or continuity of such subsoil conditions between borings. It is expressly understood that the Owner will not be responsible for interpretations or conclusions drawn therefrom by bidders or Contractors.
- C. Additional borings and other exploratory operations may be made by the Contractor and shall be done at no additional costs to the Owner.

### 25. Project Closeout

- A. Record Drawings
  - 1. At beginning of job, provide one copy of Working Drawings, and record changes, between Working Drawings and "As Built", including changes made by Addenda, Change Orders, Shop Drawings, etc. Keep an accurate record of all underground and above grade concealed work, and all changes on one complete set of record drawings. Submit a final completed set to the Construction Manager prior to final payment. The submitted drawings shall be a set of transparencies, which may be obtained from the Architect for cost of same, with all as-built notes marked thereon.
- B. Operating and Maintenance Data
  - 1. Prepare and furnish to the Construction Manager/Architect-Engineer three (3) bound copies of "Operating and Maintenance Manual" on all equipment installed under this Contract.
  - 2. Manual shall include copies of all Manufacturers' "Operating and Service Instructions", including Parts List, Control Diagrams, Description of Control Systems, Operating, Electrical Wiring, and any other information needed to understand, operate and maintain the equipment. The names and addresses of all Contractors shall be included. These instructions shall be custom prepared for this job - catalog cuts will not be accepted, Equipment shall be cross referenced to Section of Specifications and to location shown and scheduled on drawings.
  - 3. Include Test-Adjust-Balance Report in the Manual.

### 26. Warranty

- A. A warranty will be required for all work contributing to the finished project. In the absence of specific warranty information in the individual trade specification divisions, the warranty period will be for one year from the date of substantial completion, as established by Owner, Architect and Construction Manager.

### 27. Premium or Overtime Work

- A. The Contractor shall include in its base bid all premium time or overtime required to properly man the job, meet the established schedules, make all necessary tie-ins or cut-overs and avoid interferences with the Owner's operations.
- B. When the Contractor is not in default, deficient in performing the contract, nor behind the scheduled activity, and is directed, in writing, by the Owner, to perform work on a premium or overtime basis, the Contractor will be compensated for the incremental difference in cost of labor, including labor fringes, by an appropriate Contract Amendment, provided each and every unit at premium or overtime shall be documented by Contractor and countersigned by Owner's

## CM SUPPLEMENTARY CONDITIONS & PROCEDURES

representative, absent which Contractor waives all claim to additional compensation. The Contractor grants the Owner the right to audit the Contractor's books and records to verify costs for all Contract Amendments for a period of thirty-six (36) months after receipt by the Contractor of the final payment.

- C. All hours to be worked for which premium labor rates are to be paid shall be reported to the Construction Manager at least 48 hours in advance of the scheduled performance of the work.
- D. Casual over time, such as may be required to complete concrete placement and finishing, is the Contractor's responsibility and may be performed without prior notification to the Owner and without additional costs to the Owner.

### 28. Non-Discriminatory Equal Employment Opportunity

- A. It is the policy of the Owner to extend employment opportunities to qualified applicants and employees on an equal basis regardless of an individual's age, race, color, sex, religion, or national origin. The Owner requests that the Contractor and its Subcontractors, vendors and suppliers take appropriate action with respect to implementation of their own equal employment opportunity policies.
- B. The Contractor shall comply and contractually require all Subcontractors to comply with the provisions and requirements set forth in the non-discriminatory clauses contained herein or included by reference.
- C. All Subcontractors shall comply with all applicable laws, ordinances, rules, regulations, and order of any public authority relating to the terms and conditions of employment of any employee who is employed in connection with the work to be performed under the contract, including without limitation by reason of specification, the applicable provisions of the Fair Labor Standards Act, the Fair Employment Practices Law and the Equal Pay Act.
- D. No subcontractor shall discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin, and all of them shall take affirmative action and cause all of their respective sub-subcontractors to take affirmative action to afford equal employment opportunities without discrimination because of race, creed, color, sex, or national origin. Such action shall be taken with reference, but not limited to, recruitment, employment, job assignment, promotion, rates of pay or other forms of compensation and selection for training including apprenticeship or on-the-job training.
- E. All Subcontractors shall comply with all plans, guidelines, and policy determinations relating to the employment of minorities, established by any public authority and Contractors designated by Owner or Construction Manager.

### 29. Prohibition Against Mechanic's Liens

- A. Contractor acknowledges that this is public project and no lien can legally attach to it. Therefore, Contractor on behalf of itself, its employees, its subcontractors and material suppliers, and their employees, hereby waives, releases, and relinquishes all rights to file any construction lien or other encumbrance against the Project, the real and personal property related thereto and any monies held by or on behalf of Contractor for work under this Contract for which it has been paid. The filing or effectuating of any encumbrance or lien shall constitute a material breach of the Contract. Further, Contractor will save and keep the Project free from all purported liens and claims for payment by reason of its Work or any of the work or materials provided by Subcontractors, laborers, or suppliers. If Contractor, any Subcontractor, laborer, materialmen, supplier or other person or entity contracted by Contractor in connection with the Project, or any other person or entity directly or indirectly acting for or through or under it, or any of them, files or maintains a lien or claim against the Project or the worksite, Contractor agrees, so long as Owner is not in default of its payment obligations under the Contract, to cause those liens and claims to be satisfied, removed or discharged by bond, payment or otherwise within twenty (20) days from the filing thereof. Should Contractor fail or refuse to furnish a bond as required under the Contract, Owner shall have the right, but not the obligation, to obtain a bond at Contractor's expense. By posting a lien bond, however, the Contractor shall not be relieved of any responsibilities or obligations under the Contract, including, without limitation, the duty to defend and indemnify Owner, Construction Manager and Architect.

Notwithstanding the foregoing, Owner reserves the right to settle any disputed mechanic's or material supplier's lien claim by payments to the lien claimant or by such other means as the Owner, in the Owner's sole discretion, determines is the most economical or advantageous method of settling the dispute. Contractor shall promptly reimburse the Owner, upon demand, for any payments so made. This provision shall only apply if Owner is made a party to a lawsuit involving a disputed mechanic's or material supplier's lien claim and/or the Project has been encumbered by a lien which Contractor has failed or refused to bond over as provided under this Agreement.

Reviewed Date: \_\_\_\_\_

## A Contractors Qualification Review

### Responsibility

AUCH	Date	
AUCH	Submitted By	

### Contractor Information

CONTRACTOR	Company Name	
CONTRACTOR	Address	
CONTRACTOR	Telephone #	
CONTRACTOR	Date Organization Started	
CONTRACTOR	Owners Name	

### Potential Project Information

Attached?

AUCH	Owner			
AUCH	Project Name			
AUCH	Potential Contract Amount			
AUCH	Bid Detail Results	ATTACHED	YES	NO
AUCH	Auch Inquiry-contracts by vendor	ATTACHED (From accounting)	YES	NO

### Contractor Safety Information

CONTRACTOR	Current EMR is		YES	NO
CONTRACTOR	Letter From Insurance Company Indicating Previous 3 years EMR		YES	NO
CONTRACTOR	Letter Listing previous 3 years MIOHSA Violations and Submit MI 300A Forms		YES	NO
CONTRACTOR	Letter detailing previous 3 years Lawsuits		YES	NO
CONTRACTOR	Letter detailing previous 3 years Liens		YES	NO
CONTRACTOR	Letter detailing previous 3 years Garnishments		YES	NO

### Contractor Insurance Information

CONTRACTOR	Sample of current Insurance Certificate		YES	NO
CONTRACTOR	Completed Attachment B (Ins. & Safety Form)		YES	NO
CONTRACTOR	Letter from Insurance Comp. indicating current Bond lines and Line Availability		YES	NO

### Contractor Financial Information

CONTRACTOR	3 Years of Previous Financial Statements		YES	NO
CONTRACTOR	Current Work In Progress		YES	NO
CONTRACTOR	Completed Projects (3-5 years)		YES	NO
CONTRACTOR	Reference List		YES	NO
CONTRACTOR	Copy of W-9 -- Give to accounting		YES	NO

### Other Information

CONTRACTOR	Labor	UNION	NON UNION	
CONTRACTOR	work performed by	Employees	Outside Contractors	Indicate (Circle)
CONTRACTOR	Trade Unions Employed			Indicate (Circle)
				LIST
CONTRACTOR	Subcontractor Trades Contractor Hires			LIST

### Administrator Comments

--

## CONTRACTOR'S QUALIFICATION STATEMENT

TO:

Project:

Date:

Submitted by: \_\_\_\_\_

(full address)

In accordance with Instructions to Bidders and Bid Form., we include the Supplements to Bid Form Appendices listed below. The information provided shall be considered an integral part of the Bid Form.

These Appendices are as follows:

Appendix A — Contractor's Qualification Statement (AIA A305) and Attachment 'B' and 'C'. Include all information requested - complete in its entirety.

### **SUPPLEMENTS TO BID FORM SIGNATURE(S)**

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If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or firms as above.

# CONTRACTOR'S QUALIFICATION STATEMENT

1986 EDITION

*This form is approved and recommended by the American Institute of Architects (AIA) and the Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by the AIA or AGC.*

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO:

ADDRESS:

SUBMITTED BY:

NAME:

Corporation

ADDRESS:

Partnership

PRINCIPAL OFFICE

Individual

Joint Venture

NAME OF PROJECT (if applicable):

TYPE OF WORK (file separate form for each Classification of Work):

General Construction

HVAC

Plumbing

Electrical

Other

(please specify)

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**AIA DOCUMENT A305**•CONTRACTOR'S QUALIFICATION STATEMENT•1986 EDITION•AIA•©1986  
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE N.W., WASHINGTON, D.C. 20006

**A305-1986 1**

1. **ORGANIZATION**

1.1 How many years has your organization been in business as a Contractor?

1.2 How many years has your organization been in business under its present business name?

1.2.1 Under what other or former names has your organization operated?

1.3 If your organization is a corporation, answer the following:

1.3.1 Date of incorporation:

1.3.2 State of incorporation:

1.3.3 President's name:

1.3.4 Vice-president's name(s):

1.3.5 Secretary's name:

1.3.6 Treasurer's name:

1.4 If your organization is a partnership, answer the following:

1.4.1 Date of organization:

1.4.2 Type of partnership (if applicable):

1.4.3 Name(s) of general partner(s):

1.5 If your organization is individually owned, answer the following:

1.5.1 Date of organization:

1.5.2 Name of owner:

1.6 If the form of your organization is other than those listed above, describe it and name the principals:

## 2. LICENSING

2.1 List jurisdiction and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable:

2.2 List jurisdictions in which your organization's partnership or trade name is filed:

## 3. EXPERIENCE

3.1 List the categories of work that your organization normally performs with its own forces:

3.2 Claims and Suits (If the answer to any of the questions below is yes, please attach details.)

3.2.1 Has your organization ever failed to complete any work awarded to it?

3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers:

3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of the project, owner, architect, contract amount, percent complete and scheduled completion date.

3.4.1 State total worth of work in progress and under contract:

3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of the project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

3.5.1 State average annual amount of construction work performed during the past five years:

3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

#### 4. REFERENCES

4.1 Trade References (at least 4 references with name and phone number):

4.2 Bank References:

4.3 Surety:

4.3.1 Name of bonding company:

4.3.2 Name and address of agent:

**Bonding Capacity;**

**Single Job \_\_\_\_\_ Aggregate \_\_\_\_\_ Available Credit**

#### 5. FINANCING

5.1 Financial Statement.





**ATTACHMENT 'B'**

**INSURANCE/SAFETY**

1. Insurance

Name of Company \_\_\_\_\_

Name of Agent \_\_\_\_\_

“Best” Rating \_\_\_\_\_

Program Coverage  
and Type Coverage

Limits

Worker’s Comp; \_\_\_\_\_

Bodily Injury & Property Damage: \_\_\_\_\_

Excess/Umbrella Liability: \_\_\_\_\_

Professional Errors & Omissions (if applicable) \_\_\_\_\_

2. Current written and operating Safety Program?

Yes \_\_\_\_\_ No \_\_\_\_\_

3. How do you maintain a safe project? (Explain)

4. Accident History: (Last three years)

20\_\_\_\_ 20\_\_\_\_ 20\_\_\_\_

No. of manhours worked: \_\_\_\_\_

No. of days lost: \_\_\_\_\_

No. of losses: \_\_\_\_\_

Exper. Modif. Factor: \_\_\_\_\_

ATTACHMENT 'C'

Work in Progress \_\_\_\_\_ (Attachment 'A')

Project      Owner      Description      Contract      Start      %  
Name      Contact      of Work      Amount      Date      Complete

SECTION 00 65 00  
CONTRACT CLOSE OUT

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Provide an orderly and efficient transfer of the completed work to Owner.
- B. Details affecting work of this Section include, but is not limited to all other Sections herein and all related Contract Documents.
- C. Activities relative to Contract close-out are described in, but not limited to, this and other Sections of this document.

1.02 SUBSTANTIAL COMPLETION

- A. "Substantial Completion" shall be defined as:
  - 1. All responsibilities of Contractor for all provisions and requirements of all divisions and sections of complete Contract herein, and as amended, are properly and fully completed or properly, accurately and acceptably provisioned for.
  - 2. All systems, equipment, facilities, services, programming and/or components required by all divisions and sections of complete Contract are fully operational, acceptable and useful to the Owner for their intended purposes.
- B. Prior to requesting inspection by Designer to certify Substantial Completion, Contractor shall use adequate means to assure the Work is completed in accordance with the specified requirements and is ready for such inspection.

PART 2 - MATERIALS

2.01 NOT USED FOR THIS SECTION

PART 3 - EXECUTION

3.01 PROCEDURES

- A. Contractor shall submit a written request to Designer indicating they have achieved Substantial Completion of Work.
- B. Within a reasonable time after receipt of the request, Designer will inspect Work to determine status of completion.
- C. Should Designer determine the Work is not substantially complete:

1. Designer promptly will so notify Contractor, in writing giving reasons therefore and providing sufficient details to allow Contractor to make corrective actions.
2. Contractor shall then expeditiously remedy the deficiencies and notify Designer in writing when ready for re-inspection.
3. Designer will re-inspect the Work.
4. Excessive re-inspections of Work may result in fees being assessed Contractor.

D. Should Designer concur the Work is substantially complete:

1. Designer will prepare a letter of Substantial Completion.
2. Designer will submit the letter to Owner and Contractor.
3. Contract shall be deemed "Closed Out" for retainage purposes.
4. Final Acceptance of the system shall be deemed complete.

END OF SECTION

SECTION 27 13 23  
FIBER OPTIC CABLING

PART 1 - GENERAL

1.01 DESCRIPTION OF PROJECT

- A. Work described in this specification section pertains to fiber optic network backbone installation of the Clarkston Community Schools' private fiber optic network infrastructure.

1.02 WORK INCLUDED

- A. Work includes, but is not limited to, the following:
- B. A single indoor rated twelve (12) strand armored (SMF) 9 micron fiber optic cable installed between:
  - 1. Existing MDF new MDF as a temporary interconnect to support construction phasing.
  - 2. Between new MDF room and newly constructed IDF rooms identified in this document, and provided within Appendix A, for which work is included as indicated herein.
- C. New Single Mode fiber optic cables shall be terminated on Contractor supplied enclosure shelf (Optical Fiber Interconnecting Unit - LIU) with LC connectors.
- D. All 12 strands are to be terminated and tested.
- E. Connectors and couplers.
- F. Adequate cable support in existing or new raceway system as may be required for efficient and effective cable routing.
- G. Rack mounted termination enclosure shelves.
- H. Storage Loops
  - 1. Installed prior to cable entry to cabinet or rack where termination is completed with fifteen (15) feet of stored cable.

- 1.03 The Contractor shall design, engineer, supply, connect, test, document, train Owner representatives and warrant a fully operational and compliant backbone fiber network connections, complete as specified herein.

- 1.04 Contractor shall coordinate their installation with other communication systems, contractors, Designer and the Owner as is appropriate.
- 1.05 DRAWINGS
- A. Drawings show the location and general arrangement of equipment, systems and related items. They shall be followed as closely as elements of construction permit.
  - B. Examine drawings of other trades and verify conditions of work sites. Arrange work accordingly.
  - C. Deviations from drawings, with the exception of minor changes in routing and other such incidental changes not affecting functionality or serviceability of systems, shall not be made without written approval of Architect/Engineer.
- 1.06 REFERENCE STANDARDS
- A. All work, products, and materials shall conform with the following standards as applicable for the intended use:
    - 1. ANSI
    - 2. NFPA
    - 3. EIA/TIA Commercial and Administration Standards
    - 4. NEC
    - 5. BICSI
    - 6. UL
    - 7. MOSHA Safety Standards
    - 8. IEC
    - 9. IEEE
- 1.07 WARRANTY
- A. Complete installation shall be free from defect and/or failure for a period of fifteen (15) years. Any replacement, upgrade or fix, including labor for any non-conforming or non-operational part of the system shall be fixed and/or replaced at no cost to the Owner
  - B. Manufacturer's warranty shall be provided for all components of the system.

1. Any paperwork and/or submittals required by individual manufacturers for compliance with the standard and/or applicable extended warranty programs shall be provided and submitted for approval by the Contractor.
  2. Contractor shall submit all paperwork, apply for warranty or extended warranty certification, and provide a Certificate of Warranty or Extended Warranty as may be applicable from the manufacturer prior to project closeout.
- C. On site services provided under the warranty shall be performed by personnel or representatives of Contractor as herein defined and located within physical proximity to provide response levels deemed acceptable to Owner.

Contractor shall provide response times for all malfunctioning equipment of two (2) business days or less.

1. Response time shall be measured from the time Contractor is notified by Owner to the time work is begun to resolve the matter
- D. System Warranty shall commence on date of substantial completion as certified by Designer and provided for herein. Delivery to work site of materials, physical removal from packaging, issuance of Contractor documents including, but not limited to invoices and/or packing slips, or any event or documentation, not specifically provided for herein, shall have no effect on Warranty or System Acceptance by Owner and/or Designer.

#### 1.08 STORAGE OF MATERIALS

- A. All materials shall be secured when not in use by the Contractor.
- B. It shall be the Contractor's responsibility to secure all equipment including material to be installed as part of the contract. No changes shall be made to the contract due to loss or theft of equipment and/or materials not officially accepted by the Owner.
- C. Formal receipt of the materials shall not be completed by the Owner until completion of project closeout. The Contractor shall be responsible for all equipment until time of closeout as provided for herein.

#### 1.09 SUBMITTALS

- A. Submittals shall consist of, but not be limited to, technical cut sheets and detailed information pamphlets on all components of the system to be installed. All cut sheets and submittals shall be distinctly marked to highlight the actual part number of the item being submitted for approval with Bid.
- B. Shop drawings and diagrams shall be submitted by Bidder for approval by Designer with Bid.

1. Shop drawings and diagrams shall show all data relating to structural, electrical, wiring, cross connect, interconnect, equipment arrangement/layout, and any other information deemed significant by the Designer.
  2. No work constituting final installation shall be commenced until after approval of shop drawings by Designer.
- C. Equipment or material installed for this project that does not have an approved submittal associated with it, will be removed and replaced with acceptable equipment or material as defined by the Designer. All replacement costs including, but not limited to material and labor, shall be the sole responsibility of the Contractor.
1. The Owner and/or Designer may notify Contractor of any offending situations under this provision allowing Contractor up to forty-eight (48) hours to correct the situation prior to taking other corrective action.
  2. The Owner reserves the right to replace unapproved materials and deduct the costs of doing so as defined herein from any amounts that may be due, or become due Contractor.
- D. The Contractor shall submit within five (5) calendar days after the Notice to Proceed, a schedule that reflects the sequence of activities of the contractor's approach to the execution of and completion of the work. The schedule shall be broken into work areas to provide for a clear identification of the planned progress of the work. Included in the schedule will be a list of tasks with list of deliverables and the percentage of work completed. This schedule shall coincide with progress payments applications dates and projected amounts. All durations shown will be in working days. Microsoft Project is the software of choice for this schedule. The timeframe described in the Contractor's Schedule shall represent the Contractor's plan for organizing, directing, managing, controlling, staffing and executing the work required by the Contract Documents. The district will rely on such schedules to coordinate and otherwise plan the work of the District, other separate contractors, or the District's routine daily work.
- E. Determination of acceptance of proposed equal equipment is at the sole discretion of the Designer/Owner.

#### 1.10 CONTRACTOR

- A. The Contractor shall accept complete responsibility for the installation, certification and support of the system. Contractor shall be an authorized vendor of all major components.
- B. All work shall be performed and supervised by Project Managers, Engineers and/or Technicians who are qualified to install Fiber Optic Communication System

Components and perform related tests as recommended by the manufacturer and in accordance with the manufacturer's best practices and methods.

- C. Project Managers, Engineers and Technicians employed on this project shall be properly and fully trained and qualified by the manufacturer on the installation and testing of the equipment and systems to be installed.
- D. The Contractor shall have a proven track record in Fiber Optic Cable Network configuration and installation. This must be shown by the inclusion of references of at least three (3) projects involving the installation of similar systems completed by the Contractor in the prior two (2) years on unaltered forms with the sealed Bid as provided herein.

## PART 2 - PRODUCTS

### 2.01 MANUFACTURERS

- A. Manufacturer of major components of the Fiber Optic Network shall be a known and leading entity in the cabling and/or connector field, and shall have been designing, manufacturing and installing similar components for a period of no less than four (4) years.
- B. Acceptable Manufacturers (In alphabetical order):
  - 1. Corning
  - 2. Panduit
  - 3. Hubbell
  - 4. Or approved equal.
- C. Network shall be constructed using industry standards and as specified herein.
- D. Contractor shall provide all dielectric fiber optic cable and termination components. All provided and installed fiber components shall comply with ANSI/TIA/EIA 568C specifications.
- E. All fiber optic cables shall meet or exceed the following specifications or performance requirements:
  - 1. Installed cable shall be single mode graded index glass fiber.
  - 2. Any armored cable installed, as provided for, shall be appropriately grounded.
  - 3. All materials in the cable are to be dielectric (excepting the armor if used in lieu of specified innerduct as provided for herein).

4. Fiber shall be OS1 9 micron 12 strand SMF (Single Mode Fiber)
  5. EIA/TIA – 598 color coding for fiber optic cable
  6. Indoor plenum rated
  7. Capable of bend radius as small as 20 x outside cable diameter (under installation load) and 10 x outside cable diameter (long term load).
- F. All indicated fibers shall be terminated on high quality IEC 61754 compliant LC connectors at MDF/ IDF locations. Total optical attenuation through the cross connect from any terminated fiber to any other terminated fiber shall not exceed .5 dB. All optical fiber shall be handled, installed, and supported as per manufacturer recommendations.
- 2.02 Contractor shall supply new fiber patch cables for MDF and IDF locations.
- A. Three (3) – 2-meter, OS1 LC to LC single mode fiber patch cables shall be provided at each new MDF/ IDF location for connection to Owner provided network equipment.
  - B. Three (3) – 4-meter, OS1 LC to LC single mode fiber patch cables shall be provided at each new MDF/ IDF location for connection to Owner provided network equipment.
- 2.03 Contractor shall provide termination shelves to support newly installed optical fiber. Fiber termination shelves shall meet or exceed the following specifications:
- A. Rack mountable - 1U
    1. Where fiber densities are greater than can be accommodated in 1U, larger enclosures will be permitted.
  - B. Provide security and protection.
  - C. Be accessible from both front and rear.
  - D. Provide adequate strain relief for cables.
- 2.04 Contractor shall supply non-metallic flexible innerduct for all fiber optic paths and install provided cabling within. Armored cable will be considered equivalent in lieu of fiber optic cabling with innerduct. All other specifications identified herein will still be required.
- 2.05 Supply most current version of all products provided.

- A. Prior and/or old versions of products, unless specifically approved and documented by Designer and/or Owner shall not be acceptable.
- B. In cases where a newer version of hardware or software is available at the time of installation, Contractor shall request clarification from Designer on which version is to be used.
- C. Furnish only new, first-class quality materials and equipment.
- D. System shall be comprised of interoperable components.

## PART 3 - EXECUTION

### 3.01 PREPARATION

- A. Contractor shall conduct detailed project walk-through examination with Designer and Owner verifying routing and configuration for equipment and material locations as well as mounting and placement requirements prior to commencement of other installation activities.
- B. Contractor shall ensure all submittals and shop drawings have been provided to, and approval has been obtained from Designer prior to commencement of any final installation activities.

### 3.02 INSTALLATION

- A. Contractor shall be familiar with the environment where work will be done as specified herein.
- B. Work Areas shall be cleaned at the end of each day. All debris shall be cleared, removed and disposed of in an approved container for the site. All equipment and tools shall be removed from common areas and stored in approved, secure storage locations. Any work that may impede the general use of the space and cannot be removed shall be flagged and cordoned off by the Contractor prior to their departure.
- C. All equipment and materials shall be installed in a neat and workmanlike manner. Best practices installation principles shall be used throughout the project.
- D. Installation timeline shall be observed and executed as follows:
  - 1. Phase 1: Summer 2025 (Construction areas: A, B)
  - 2. Phase 2: Summer 2026 (Construction areas: C, D, E, F, G)
  - 3. Phase 3: Summer 2027 (Construction areas: H, L)
  - 4. Phase 4: Spring 2028 (Construction areas: J)

- E. Work shall be conducted during hours when network disruptions created by intentional or unintentional efforts by Contractor will not impact normal Owner operations.
1. Where work takes place in existing campus, work shall be conducted during second or third shift, weekends and other times the Owner is not conducting normal operations.
  2. Where work takes place in new construction area, work shall be conducted in coordination with the construction manager and construction schedule.
  3. Special provisions may be, at the Owner's sole discretion, made from time to time to allow work to be conducted during hours outside those listed above..
- F. The Contractor shall furnish, set in place, and install all equipment necessary for a fully compliant and operational system as specified herein. The installation process includes, but is not limited to the following:
1. Inventory receipt of all components and equipment.
  2. Storage of all equipment and components until such time those items are installed according to the specifications.
  3. Transport equipment to the Owner's installation location(s).
  4. Assemble, install, configure and test all equipment and components, maintaining accurate inventory records and status documents and discarding packaging.
  5. Work shall be performed to meet local codes and industry standards, including, but not limited to:
    - a. Adequate electrical and lightning protection.
    - b. Grounding and Bonding.
    - c. Contractor shall properly restore all areas affected by the installation of conduit/backbone cabling.
    - d. All interior cable installed shall be installed in one inch (1") PVC yellow colored fiber optic inner duct with suitable couplings when joining ends of inner duct.
      1. Alternately, fiber optic cable may be armored cable with yellow colored exterior. If used, armored cable shall be properly and neatly terminated with armor properly grounded and finished at all end points of the link per the manufacturer installation guides.

- e. All exterior cable installed shall be armored. Armored cable shall be properly and neatly terminated with armor properly grounded and finished at all end point of the link per manufacturer installation guidelines.
  - f. Contractor shall install spider fan-out kits on fiber optic cable prior to termination.
  - g. All fiber optic cables shall be terminated on fiber optic LC connectors on rack mounted patch panels provided by contractor.
  - h. All fiber optic cable terminations shall be clearly labeled at each end with computer generated labels, designations as approved by Owner.
    - 1. Labeling should be consistent in all buildings and carefully coordinated with owner.
  - i. Contractor shall be responsible for all required coring. All cores are to be fitted with sleeves, bushings, and fire stopping and must comply with EIA/TIA standards.
  - j. Ramset anchors shall NOT be allowed in any locations with precast concrete. Drilled anchors should be used only.
  - k. Any firewall penetrated to facilitate the routing of communication wiring shall be fire stopped using approved methods as outlined in the current National Electric Code (NEC) and all applicable State, County and Local ordinances.
  - l. Where cable tray or raceway is not provided Contractor shall provide and install cable supports of intervals not more than five (5) feet.
  - m. Cables shall not be laid on ceiling grid structure or any structure not specifically designed to support cable.
- G. Contractor shall be responsible for ensuring cable and components are not damaged during installation and the manufacturer's recommended pulling ratings are not exceeded.
- H. It shall be the responsibility of the Contractor to repair or replace any damage done to the structure of finishes in the building by the Contractor. If, in the course of work, Contractor damages, marks or misplaces any surfaces or access plates/panels the Contractor shall repair and/or replace the surface, plate or panel to the original condition.
- 1. Final determination as to the damage condition and/or repair/replacement fitness of any surface, plate or panel shall be the sole responsibility of the Designer.

## FIBER OPTIC CABLING

2. The building and work area shall be returned to its original condition prior to final sign off of the project.

### 3.03 TESTING

- A. All fiber optic cable shall be factory tested on a reel basis with performance data for each cable supplied to Owner.
  1. Tests shall be conducted at both 1310nm and 1550nm wavelengths utilizing an Optical Time Domain Reflectometer (OTDR). Attenuation will be recorded for each fiber.
  2. Continuity testing shall be performed on each fiber of each cable reel prior to installation.
- B. Contractor shall review all end faces of field terminated connectors with a fiber inspection scope following final polish. Connector end faces with hackles, scratches, cracks, chips and/or surface pitting shall be rejected and re-polished or replaced if re-polishing will not remove defects. The minimum viewing magnification for connector end inspections shall be 200x.
- C. Contractor shall conduct and document OTDR traces from head end location(s) for baseline documentation on each strand.
- D. All fiber optic cable (system) shall be tested in both directions by Contractor following installation, and prior to acceptance.
- E. All fiber optic strands shall be tested end-to-end for bi-directional attenuation, 1310 nm / 1550 nm. Tests shall be conducted in compliance with EIA/TIA-526-14 or OFSTP 14, Method B and according to the manufacturer's instructions for the test set being utilized.
- F. Tests must certify the measured link loss for each strand does not exceed the "worst case" allowable loss defined as the sum of connector loss (based on the number of mated connector pairs at EIA/TIA-568B maximum allowable loss of .75 dB per mated pair) and optical loss (based on the performance standard specified herein).
  1. The maximum allowable attenuation for any splice or termination is 0.3 dB.
  2. Contractor shall perform Optical Test Set consisting of an Optical Source (transmitter) and Optical Meter (receiver) to determine end-to-end attenuation and fiber length. All testing will be done in accordance with EIA/TIA 526-14.
  3. The procedure shall be completed in three steps.
    - a. Reference set-up

- b. Jumper test
  - c. Standard test
4. Final test shall be the successful operation of the network utilizing the transfer of at least one ten-megabyte (10Mb) file from computers located in each building to and from a computer located at the other end of each link. All pairs of fiber shall be tested in this step.
  5. Test results shall be submitted on both 8.5" x 11" paper and a USB formatted to be read by a standard Windows 10 workstation.
- G. Upon receipt of test documentation, Designer shall verify particular and specific test results by means of independent re-testing.
1. Prior to submitting testing to Designer, Contractor shall use adequate means to assure the work is completed in accordance with the specified requirements, meets the owner's specific application requirements.

### 3.04 DOCUMENTATION

- A. Contractor shall be responsible for providing thorough, timely documentation on all hardware, software. Documentation shall include, but not be limited to:
1. Equipment description.
  2. Manufacturer's warranty.
  3. Maintenance contract terms.
  4. Verification of maintenance contract engagement.
  5. Telephone numbers for service and support.
  6. Detailed technical support and service procedure instructions.
  7. All product (hardware and software) manuals and manufacturer supplied documentation, including, but not limited to owner manuals, system administrator manuals and configuration guides. Where number of duplicate copies for particular manual or documentation item could be reasonably considered excessive, Contractor shall request direction from Owner and Designer.
  8. Photocopy of original invoice listing make and model for all material components and equipment from individual manufacturer(s), distribution source(s), or authorized agent(s) to establish manufacturer warranty start date for potential use after end of contract warranty provisions.

9. CAD as built drawings for each building.

3.05 TRAINING

A. Not Used

3.06 SCHEDULE, MEETINGS AND PLANS

A. Schedule

1. Post bid Interviews: Week of December 9, 2024
2. Contractor Chosen: Week of January 14, 2024
3. Work Commences: April 1, 2025
4. Substantial Completion of Project: Phase 1 – August 2025

Phase 2 – March 2027

Phase 3 – Area L (August 2027)  
Area H (December 2027)

Phase 4 – August 2028

5. Project Close-out: August 2028

B. Sequence of operations shall be established by the Contractor within the guidelines established by the Owner, documented herein, required by Architect/Engineer, Architect and/or Construction Manager and as required to meet schedule.

C. Contractor shall attend all construction progress meetings as may be required by Construction Manager and Owner. Such meetings shall aid in coordination and scheduling for field work and be held at the convenience of the Construction Manager.

END OF SECTION

SECTION 27 20 00  
LOW VOLTAGE CABLING

PART 1 - GENERAL

1.01 DESCRIPTION OF PROJECT

- A. Work described in this specification section pertains to structured cabling to support various types and styles of communications systems. Owner expects structured cable system shall be used to provide connectivity for their new high school addition, as indicated and as specified herein.
- B. Structured cable system shall be compliant with EIA/TIA 568B.
- C. The Contractor shall configure, supply, install, connect, test, document and train Owner representatives and warrant a fully operational and compliant communications transport system, complete and with full functionality as specified herein including, but not limited to:
  - 1. Cables
  - 2. Jacks
  - 3. Cable support hardware
  - 4. Communication distribution racks
  - 5. Cross connect blocks and devices
- D. Contractor shall coordinate their installation with other contractors, Architect, Construction Manager, Architect/Engineer and the Owner as is appropriate.

1.02 DRAWINGS

- A. Drawings show the location and general arrangement of equipment, systems and related items. They shall be followed as closely as elements of construction permit.
- B. Examine drawings of other trades and verify conditions of work sites. Arrange work accordingly.
- C. Deviations from drawings, with the exception of minor changes in routing and other such incidental changes not affecting functionality or serviceability of systems, shall not be made without written approval of Architect/Engineer.

1.03 WARRANTY

- A. Complete installation shall be free from defect and/or failure for a period of fifteen (15) years. Any replacement, upgrade or fix, including labor for any non-conforming or non-operational part of the system shall be fixed and/or replaced at no cost to the Owner.
- B. The manufacturer's warranty shall be provided for all components of the system.
  - 1. Any paperwork and/or submittals required by individual manufacturers for compliance with the standard and/or applicable extended warranty programs shall be provided and submitted for approval by the Contractor.
  - 2. Contractor shall submit all paperwork, apply for warranty or extended warranty certification, and provide a Certificate of Warranty or Extended Warranty as may be applicable from the manufacturer prior to project closeout.
- C. On site services provided under the warranty shall be performed by personnel or representatives of Contractor as herein defined and located within physical proximity to provide response levels deemed acceptable to Owner.
  - 1. Contractor shall provide response times for all malfunctioning equipment of two (2) business days or less.
  - 2. Response time shall be measured from the time Contractor is notified by Owner to the time work is begun to resolve the matter.

#### 1.04 SUBMITTALS

- A. Submittals shall consist of technical cut sheets and information pamphlets on all components of the system to be installed. All cut sheets and submittals shall be distinctly marked to highlight the actual part number of the item being submitted for approval.
- B. Equipment or material installed for this project that does not have an approved submittal associated with it, shall be removed and replaced with acceptable equipment or material as defined by the Architect/Engineer. All replacement costs including, but not limited to material and labor, shall be the sole responsibility of the Contractor.
  - 1. The Owner and/or Architect/Engineer may notify Contractor of any offending situations under this provision allowing Contractor up to forty-eight (48) hours to correct the situation prior to taking other corrective action.
  - 2. The Owner reserves the right to replace unapproved materials and deduct the costs of doing so as defined herein from any amounts that may be due, or become due Contractor.

- C. Shop drawings and diagrams shall be submitted by Bidder for approval by Architect/Engineer with Bids.
  - 1. Shop drawings and diagrams shall show all data relating to structural, electrical, wiring, cross connect, interconnect, equipment arrangement/layout, and any other information deemed significant by the Architect/Engineer.
  - 2. No work constituting final installation shall be commenced until after approval of shop drawings by Architect/Engineer.

#### 1.05 REFERENCE STANDARDS

- A. All work, products, and materials shall conform with the following standards as applicable for the intended use:
  - 1. ANSI/NFPA
  - 2. EIA/TIA Commercial and Administration Standards
  - 3. NECA
  - 4. BICSI
  - 5. UL
  - 6. MOSHA Safety Standards

#### 1.06 CONTRACTOR

- A. The Contractor shall accept complete responsibility for the installation, certification and support of the system. Contractor shall provide proof of manufacturer support by photocopy of certification and letter of support from major component manufacturers for this specific project. Contractor shall be an authorized vendor of all major components.
- B. All work shall be performed and supervised by Project Managers, Engineers and/or Technicians who are qualified to install system and perform related tests as recommended by the manufacturer and in accordance with the manufacturer's best practices and methods.
- C. Project Managers, Engineers and Technicians employed on this project shall be properly and fully trained and qualified by the manufacturer on the installation and testing of the equipment and systems to be installed. Certification of such training shall promptly be provided if requested by Architect/Engineer.
- D. The Contractor shall have a proven track record in structured cable configuration and installation. This must be shown by the inclusion of references of at least three (3)

projects involving the installation of similar systems completed by the Contractor in the prior two (2) years on unaltered forms with the sealed Bid as provided herein.

## PART 2 - PRODUCTS

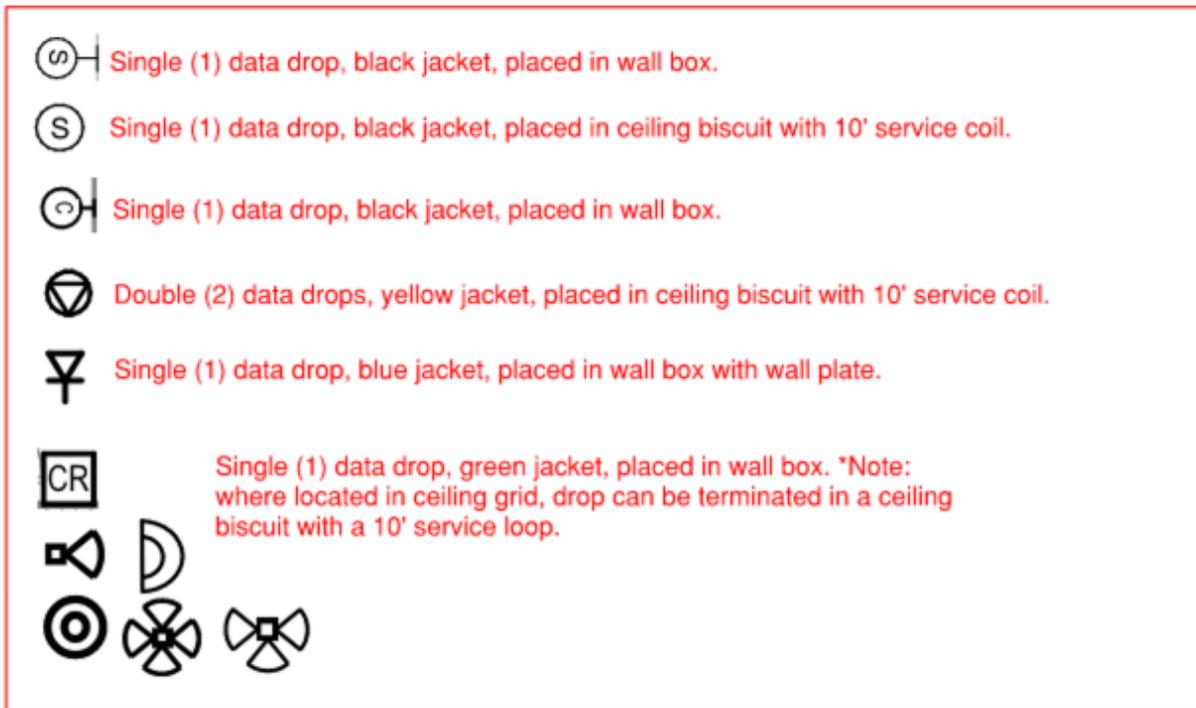
### 2.01 MANUFACTURERS

- A. Manufacturer(s) of major components of the structured cable system shall be a known and leading entities in the communications field, and shall have been designing, manufacturing and installing similar systems for a period of no less than four (4) years.
- B. Acceptable Manufacturers (In alphabetical order):
  - 1. Superior Essex
  - 2. Gen Speed
  - 3. Or approved equal
- C. System shall be built upon an open and standard platform, supporting industry standards. Systems that are deemed Proprietary in nature shall not be considered.

### 2.02 COPPER CABLE

- A. Station Cable shall meet or exceed:
  - 1. Four (4) pair Category 6 Unshielded Twisted Pair (UTP) cable.
  - 2. Rated and certified for installation in plenum air return spaces as may be required.
  - 3. Twenty-three (23) AWG
  - 4. Compliant as per EIA/TIA-568 specifications
  - 5. Certified under UL's LAN Cable Certification Program
- B. All cables shall be terminated for T568B compliant connection.
- C. Coordinate cable color(s) with Owner requirements as shown below:

<p><u>Cable Color:</u> Blue - Data cabling for user devices including phones Yellow – Wireless access points Green – Physical security devices including cameras Purple – PA System devices including clocks, speakers, and message boards</p>
--



## 2.03 CROSS CONNECT EQUIPMENT

### A. Cross Connect Equipment shall meet or exceed:

1. Patch Panel for UTP Category 6 Cable Termination.
  - a. Rack mounted patch panels shall be of the Keystone snap in style. Rack mounted patch panels shall be Category 6 compliant, with T568B compliant terminations on front of panel and 110 type terminations on rear of panel.
  - b. Rack mounted patch panels shall be no larger than Forty-eight (48) ports each.
  - c. Newly installed cables of like color, as installed based on 27-21-00/ 2.02 shall be installed in patch panel(s) with like colored cables only.
  - d. All patch panel keystone openings shall be populated with the appropriate keystone insert, as outlined in 27-21-00/ 2.05, whether or not there is a cable terminated on the back of the keystone insert.
2. Furnish and install smear resistant, mechanically imprinted polyester or similar material labels to identify each port of all patch panels (fiber optic and copper) in compliance with EIA/TIA 606 standards or Owner required scheme. Labels shall be permanently affixed to patch panels.
3. Coordinate cable color per Owner requirements as noted herein.

## 2.04 WIRING DEVICES

- A. All station cable shall terminate on modular jacks that meet or exceed:
1. Category 6 compliant
  2. 8 position T568B compliant modular female jack.
  3. Snap-in, high impact housing
  4. Field verify, and coordinate insert color to match Owner requirements.
  5. Field verify and coordinate plates and/or outlet frame colors and materials to coordinate with electrical devices and Owner requirements as noted herein.
  6. Where station cable is to terminate above finished ceiling or behind a finished wall for cameras, speakers, or other special station devices, modular jack may be surface mounted in appropriate high strength, impact resistant plastic enclosure.
  7. Furnish and install matching coordinating blank cover plates for all unused communications outlets indicated on drawings.
  8. Mount flush plates so all four edges are in continuous contact with finished surfaces.
  9. Furnish and install smear resistant, mechanically imprinted polyester or similar material labels to identify each port of all patch panels (fiber optic and copper) in compliance with EIA/TIA 606 standards or Owner required scheme. Labels shall be permanently affixed to patch panels.

## 2.05 OWNER STANDARDS

- A. Contractor shall provide connectors in a color to match the Owner's existing standards.
- B. Contractor shall provide cover plates and any associated keystone inserts as may be required matching Owner's existing standards.
1. Stainless Steel cover plates.
  2. Keystone inserts (cat6 jacks) shall be gray in color, unless otherwise approved by Owner, or Designer.
- C. Contractor shall provide connector identification and labels on all terminations matching Owner's existing standard. Field verify all label conditions per site prior to final installation.

## 2.06 ALLOWANCES

- A. Contractor shall include allowances for contract service reimbursements as required below in base bid lump sum amount(s).
  - 1. Allowance shall be made in the amount of \$25,000 for contract services for Owner directed infrastructure upgrades.
- B. Contract services shall be provided and sourced at Owner's discretion, direction and convenience with full cooperation by Contractor, and paid for from successful bidder's contract in the amount(s) provided for herein.
- C. Any allowance amount proving to be excessive for the intended equipment and/or contract services

## PART 3 - EXECUTION

### 3.01 PREPARATION

- A. Contractor shall conduct detailed walk-through examination with Architect/Engineer verifying equipment and material locations as well as mounting and placement requirements prior to commencement of other installation activities.
- B. Contractor shall ensure all submittals and shop drawings have been provided to, and approval has been obtained from Architect/Engineer prior to commencement of any final installation activities.

### 3.02 INSTALLATION

- A. Contractor shall be familiar with the environment where work shall be done as specified herein.
- B. Work Areas shall be cleaned at the end of each day. All debris shall be cleared, removed and disposed of in an approved container for the site. All equipment and tools shall be removed from common areas and stored in approved, secure storage locations. Any work that may impede the general use of the space and cannot be removed shall be flagged and cordoned off by the Contractor prior to their departure.
- C. All equipment and materials shall be installed in a neat and workmanlike manner. Best practices installation principles shall be used throughout the project.
- D. Installation timeline shall be observed and executed as follows:
  - 1. Phase 1: Summer 2025 (Construction areas: A, B)

2. Phase 2: Summer 2026 (Construction areas: C, D, E, F, G)
  3. Phase 3: Summer 2027 (Construction areas: H, L)
  4. Phase 4: Spring 2028 (Construction areas: J)
- E. The Contractor shall furnish, set in place, and install all equipment necessary for a fully compliant and operational system as specified herein. The installation process includes, but is not limited to the following:
1. Where work takes place in existing campus, work shall be conducted during second or third shift, weekends and other times the Owner is not conducting normal operations.
  2. Where work takes place in new construction area, work shall be conducted in coordination with the construction manager and construction schedule.
  3. Special provisions may be, at the Owner's sole discretion, made from time to time to allow work to be conducted during hours outside those listed above.
  4. Cables installed in a professional manner to prevent tangling and congestion and to facilitate installation or removal of cables in the future.
  5. Cables installed without kinks (any bend with a radius less than manufacturer defined minimum).
  6. All cable free of abrading or penetrating of cable jacketing.
  7. In suspended ceiling where cable trays or conduit are not available, Contractor shall support wiring with "J – hooks", beam clamps or other approved cable support devices at appropriate distances (4 ft. minimum).
  8. All information outlets shall be labeled according to the Owner's cable identification scheme. Labels shall be completed using pre-printed labels. Handwritten labels are not acceptable.
  9. The Contractor shall label all cables, jacks, patch panel positions, faceplates and cross connects.
  10. In-line cable splicing shall not be permitted.
  11. Contractor shall provide 15' minimum service loop above accessible ceiling for each terminated cable in pole access for modular furniture to accommodate future changes.

12. Length of each individual run of horizontal cable from the MDF/IDF to the information outlet shall not exceed 90 meters (295 ft.).
13. IDF(s) and MDF locations have been identified in the drawings. Contractor shall calculate distances to ensure the adherence to the EIA/TIA 568 distance limitations. Contractor shall notify Architect/Engineer of cable length exceptions prior to installation in writing and request direction.
14. All copper data cabling shall terminate on Category 6 compliant connectors. Approximately 10 ft. of Category 6 and/or fiber cabling shall be coiled and stored at each cable distribution center in order to accommodate future change.
15. Wiring not installed in conduit shall not be routed within 18 inches of light fixture ballasts or within 36 inches of motors or transformers.
16. Coordinate cable colors with Owner requirements as noted herein.
17. Contractor shall include any sleeves where wall penetrations are needed. Sleeves shall be a minimum of 2" diameter and sized for cable being installed with a maximum fill rate of 25%. All installed sleeves shall be fully fire stopped with compliant fire stop material following cable installation.
18. Assemble, install, configure and test all equipment and components, maintaining accurate inventory records and status documents and discarding packaging.
19. All work shall be completed in strict compliance with applicable codes, manufacturer's recommendations, and industry best practices and standards.
20. Work shall be performed to meet local codes and industry standards, including, but not limited to:
  - a. Grounding and Bonding.

F. Sites of Work:

1. Clarkston Junior High School  
6595 Waldon Rd., Clarkston, Mi 48346

G. Final determination as to the damage condition and/or repair/replacement fitness of any surface, plate or panel shall be the sole responsibility of the Designer.

H. The building and work area shall be returned to its original condition prior to final sign off of the project.

I. It shall be the responsibility of the Contractor to repair or replace any damage done to the structure of finishes in the building by the Contractor. If in the course of work, Contractor damages, marks or misplaces any surfaces or access plates/panels the

Contractor shall repair and/or replace the surface, plate or panel to the original condition.

### 3.03 DOCUMENTATION

A. Contractor shall be responsible for providing thorough, timely documentation. Documentation shall include, but not be limited to both printed and electronic copies of:

1. CAD as-built drawings of each building.
2. Copper station cable test results.

### 3.04 TESTING

A. End to end testing of UTP copper Category 6 cables shall be conducted at standard frequencies to meet or exceed referenced standards. 100% of all pairs shall be tested. Documentation of test results shall be provided including, but not limited to the following parameters:

1. Attenuation.
2. Near End Cross Talk (NEXT).
3. Signal to noise ratio.
4. continuity
5. Pair integrity
6. EMI interference.
7. Any cable that does not meet EIA/TIA 568 specifications shall be repaired or replaced at the Contractor's expense.
8. Cable length.

### 3.05 TRAINING

A. Not Used.

### 3.06 SCHEDULE, MEETINGS AND PLANS

A. Schedule

1. Post bid Interviews: Week of December 9, 2024
2. Contractor Chosen: Week of January 14, 2024

3. Work Commences: April 1, 2025
  4. Substantial Completion of Project: Phase 1 – August 2025  
Phase 2 – March 2027  
Phase 3 – Area L (August 2027)  
Area H (December 2027)  
Phase 4 – August 2028
  5. Project Close-out: August 2028
- B. Sequence of operations shall be established by the Contractor within the guidelines established by the Owner, documented herein, required by Architect/Engineer, Architect and/or Construction Manager and as required to meet schedule.
- C. Contractor shall attend all construction progress meetings as may be required by Construction Manager and Owner. Such meetings shall aid in coordination and scheduling for field work and be held at the convenience of the Construction Manager.

END OF SECTION













# Appendix A

## Pg. 7 of 16

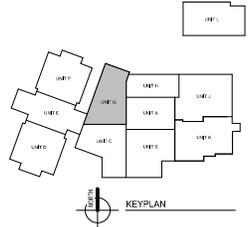
- Single (1) data drop, black jacket, placed in wall box.
- Single (1) data drop, black jacket, placed in ceiling biscuit with 10' service loop.
- Single (1) data drop, black jacket, placed in wall box.
- Double (2) data drops, yellow jacket, placed in ceiling biscuit with 10' service coil.
- Single (1) data drop, blue jacket, placed in wall box with wall plate.
- Single (1) data drop, green jacket, placed in wall box. Note: where located in ceiling grid, drop can be terminated in a ceiling biscuit with a 10' service loop.

- POWER & COMMUNICATION GENERAL NOTES**
1. REFER TO ELECTRICAL GENERAL NOTES ON SHEET E2.1G.
  2. REFER TO COMMUNICATION GENERAL NOTES ON SHEETS E2.1G, E2.1H, AND E2.1I FOR ADDITIONAL INFORMATION. REFER TO APPROPRIATE ELECTRICAL AND COMMUNICATION SHEETS FOR ALL WIRING AND CONNECTIONS.
  3. ALL CONDUIT SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL COMMUNICATIONS CODE (NCC).
  4. PROVIDE SUFFICIENT POWER FOR ALL BROADCAST AND COMMUNICATION EQUIPMENT.
    - A. CONDUCT PRELIMINARY SURVEYS FOR LOCATION AND CAPACITY OF POWER.
    - B. CONDUCT PRELIMINARY SURVEYS FOR LOCATION AND CAPACITY OF COMMUNICATIONS.
    - C. CONDUCT PRELIMINARY SURVEYS FOR LOCATION AND CAPACITY OF BROADCAST.
    - D. CONDUCT PRELIMINARY SURVEYS FOR LOCATION AND CAPACITY OF COMMUNICATIONS.
  5. PROVIDE BROADCAST SIGNAL CONNECTIONS TO ALL BROADCAST EQUIPMENT IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL COMMUNICATIONS CODE (NCC). PROVIDE BROADCAST SIGNAL CONNECTIONS TO ALL BROADCAST EQUIPMENT IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL COMMUNICATIONS CODE (NCC). PROVIDE BROADCAST SIGNAL CONNECTIONS TO ALL BROADCAST EQUIPMENT IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL COMMUNICATIONS CODE (NCC).
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  7. CONDUCT ALL POWER SURVEYS REQUIRED FOR ELECTRICAL, COMMUNICATIONS, AND BROADCAST EQUIPMENT IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL COMMUNICATIONS CODE (NCC). PROVIDE BROADCAST SIGNAL CONNECTIONS TO ALL BROADCAST EQUIPMENT IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL COMMUNICATIONS CODE (NCC).

ELECTRICAL KEYNOTES	
	REFER TO ELECTRICAL GENERAL NOTES FOR REQUIREMENTS TO POWER EQUIPMENT.
	REFER TO COMMUNICATIONS GENERAL NOTES FOR REQUIREMENTS TO COMMUNICATIONS EQUIPMENT.
	REFER TO BROADCAST GENERAL NOTES FOR REQUIREMENTS TO BROADCAST EQUIPMENT.

UNIT 'G' (100'-0") POWER & COMMUNICATIONS PLAN  
 1/8" = 1'-0"

UNIT 'G' FIRST FLOOR POWER & COMMUNICATIONS PLAN  
 1/8" = 1'-0"



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 CLARKSTON COMMUNITY SCHOOLS  
 CLARKSTON, MICHIGAN

**REVISIONS**

NO.	DATE	DESCRIPTION
03.25.2024	BPEI - BBS & CONSTRUCTION	
04.11.2024	BPEI - ADDENDUM 002	
02.22.2024	FOR CONSTRUCTION	

PROJECT NO.: 24-0000  
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 ALL RIGHTS RESERVED.

Approved Project: 24-0000, Clarkston, Mich. Division: Junior HS, 04/05/2024, 2024-04  
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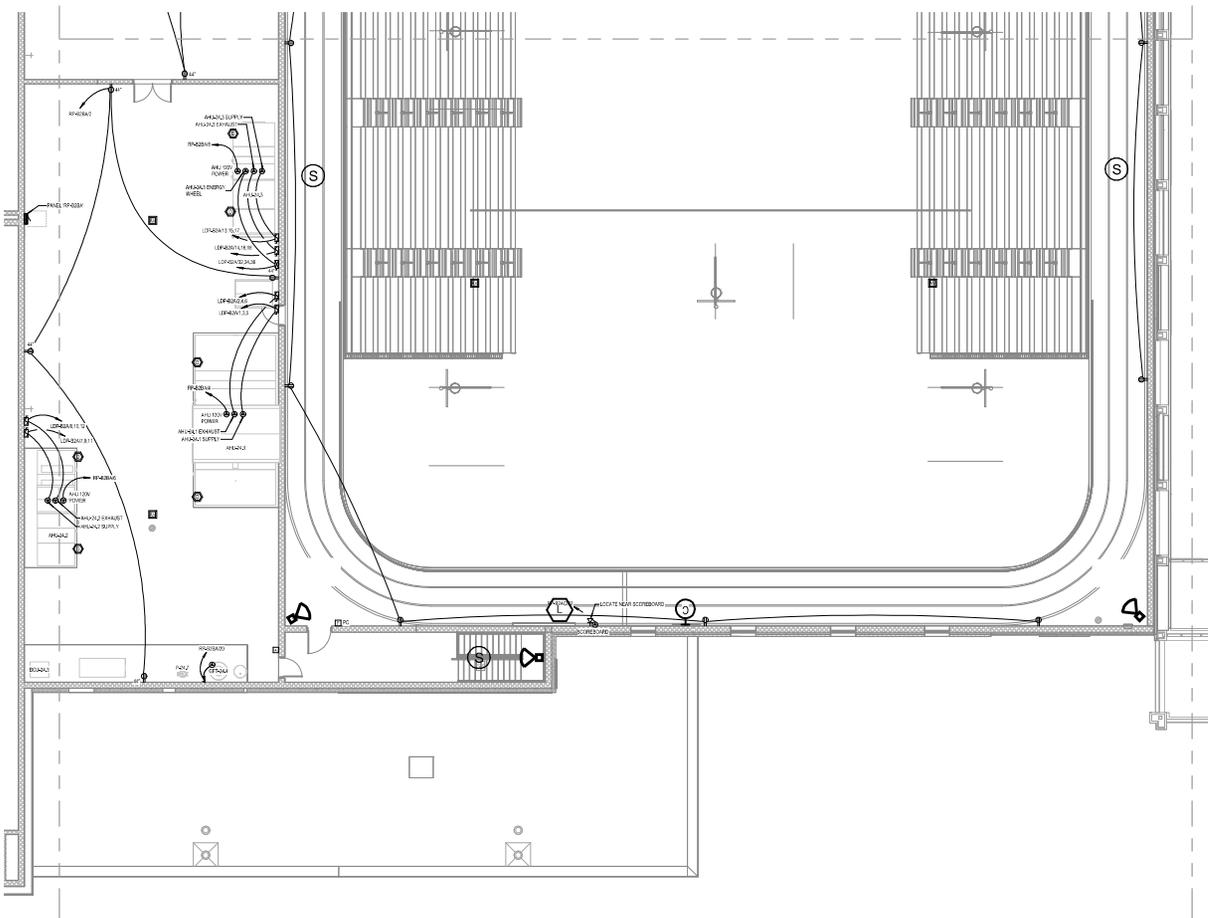


# Appendix A

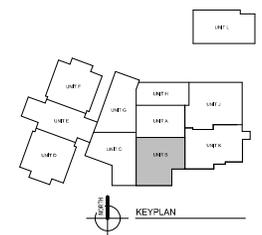
## Pg. 13 of 16

- ⊙ Single (1) data drop, black jacket, placed in wall box.
- ⊙ Single (1) data drop, black jacket, placed in ceiling biscuit with 10' service coil.
- ⊙ Single (1) data drop, black jacket, placed in wall box.
- ⊙ Double (2) data drops, yellow jacket, placed in ceiling biscuit with 10' service coil.
- ⊙ Single (1) data drop, blue jacket, placed in wall box with wall plate.
- ⊙ Single (1) data drop, green jacket, placed in wall box. \*Note: where located in ceiling grid, drop can be terminated in a ceiling biscuit with a 10' service loop.

- POWER & COMMUNICATION GENERAL NOTES**
- REFER TO ARCHITECTURAL GENERAL NOTES ON SHEET 01-11.
  - REFER TO ELEC COMM PLAN FOR THE LOCATION OF ALL POWER, COMMUNICATION, AND SIGNALING DEVICES. ALL DEVICES SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL COMMUNICATIONS CODE (NCC).
  - ALL DEVICES SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL COMMUNICATIONS CODE (NCC).
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UNIT 'B' SECOND FLOOR POWER & COMMUNICATIONS PLAN  
1/8" = 1'-0"



NEW CLARKSTON JUNIOR HIGH SCHOOL  
CLARKSTON COMMUNITY SCHOOLS  
CLARKSTON, MICHIGAN

ISSUANCES  
03.25.2024 BPPS - BIDS & CONSTRUCTION  
05.22.2024 FOR CONSTRUCTION

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UNIT 'B' SECOND FLOOR  
POWER & COMMUNICATIONS  
PLAN  
**E2.2B**

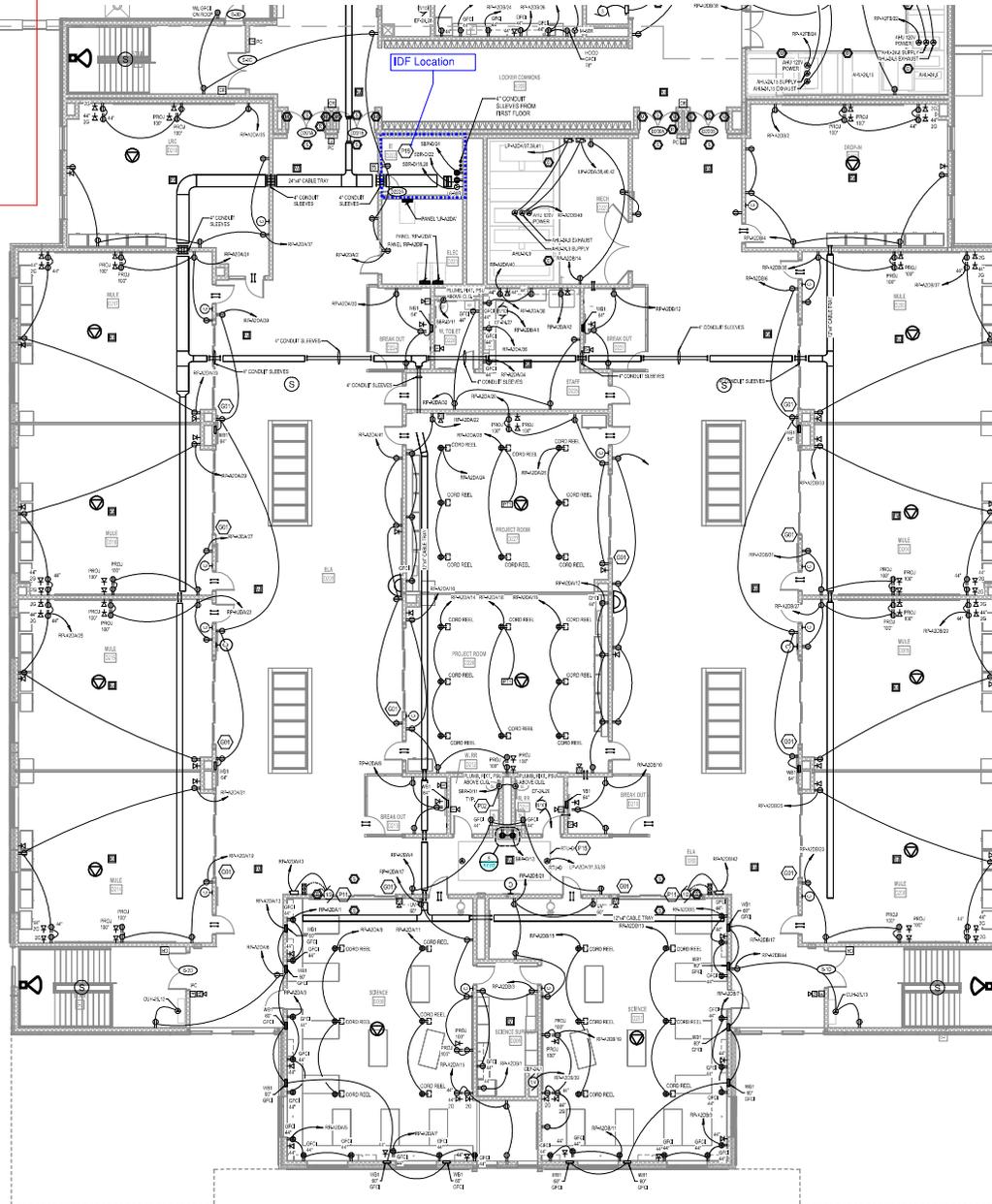
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# Appendix A

## Pg. 14 of 16



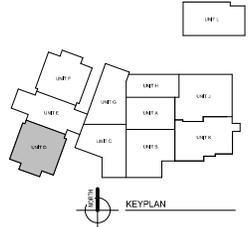
- ① Single (1) data drop, black jacket, placed in wall box.
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- ⑥ Single (1) data drop, green jacket, placed in wall box. \*Note: where located in ceiling grid, drop can be terminated in a ceiling biscuit with a 10' service loop.



- POWER & COMMUNICATION GENERAL NOTES**
- REFER TO ELECTRICAL GENERAL NOTES ON SHEET 001.
  - REFER TO CODE COMPLIANCE FOR ALL ELECTRICAL AND COMMUNICATIONS CODES. ALL ELECTRICAL AND COMMUNICATIONS CODES SHALL BE THE MOST RECENT EDITIONS UNLESS OTHERWISE SPECIFIED.
  - ALL CONDUIT SHALL BE RIGID UNLESS OTHERWISE SPECIFIED. CONDUIT SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL COMMUNICATIONS CODE (NCC).
  - PROVIDE SUFFICIENT POWER FOR ALL BUILT-IN EQUIPMENT AND COMMUNICATIONS EQUIPMENT.
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ELECTRICAL KEYNOTES	
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002	PROVIDE SUFFICIENT POWER FOR ALL BUILT-IN EQUIPMENT AND COMMUNICATIONS EQUIPMENT. PROVIDE SUFFICIENT POWER FOR ALL BUILT-IN EQUIPMENT AND COMMUNICATIONS EQUIPMENT.
003	PROVIDE SUFFICIENT POWER FOR ALL BUILT-IN EQUIPMENT AND COMMUNICATIONS EQUIPMENT. PROVIDE SUFFICIENT POWER FOR ALL BUILT-IN EQUIPMENT AND COMMUNICATIONS EQUIPMENT.
004	PROVIDE SUFFICIENT POWER FOR ALL BUILT-IN EQUIPMENT AND COMMUNICATIONS EQUIPMENT. PROVIDE SUFFICIENT POWER FOR ALL BUILT-IN EQUIPMENT AND COMMUNICATIONS EQUIPMENT.

UNIT 'D' SECOND FLOOR POWER & COMMUNICATIONS PLAN  
10' = 1" (1/4")



NEW CLARKSTON JUNIOR HIGH SCHOOL  
 CLARKSTON COMMUNITY SCHOOLS  
 CLARKSTON, MICHIGAN

ESUNANCES  
 03.25.2024 BPP3 - BBS & CONSTRUCTION  
 04.11.2024 BPP4 - ADDENDUM 001  
 05.22.2024 FOR CONSTRUCTION

PROJECT NO: 54000  
 10' = 1" (1/4")  
 US: 10' = 1" (1/4")  
 DATA BASE OF REFERENCE SYSTEM  
 ALL RIGHTS RESERVED

UNIT 'D' SECOND FLOOR  
 POWER & COMMUNICATIONS  
 PLAN  
**E2.2D**

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# Appendix A

## Pg. 15 of 16

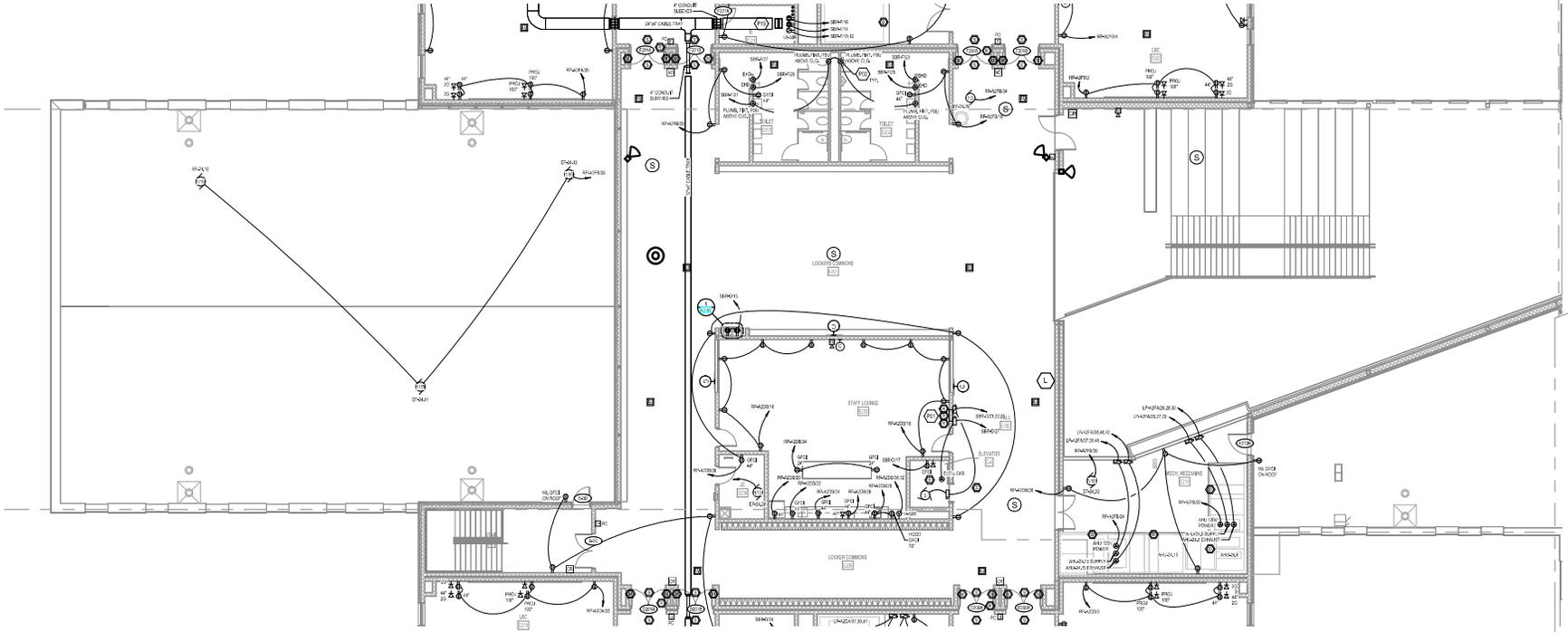


- ⊙ Single (1) data drop, black jacket, placed in wall box.
- ⊙ Single (1) data drop, black jacket, placed in ceiling biscuit with 10' service coil.
- ⊙ Single (1) data drop, black jacket, placed in wall box.
- ⊙ Double (2) data drops, yellow jacket, placed in ceiling biscuit with 10' service coil.
- ⊙ Single (1) data drop, blue jacket, placed in wall box with wall plate.
- ⊙ Single (1) data drop, green jacket, placed in wall box. *Note:* where located in ceiling grid, drop can be terminated in a ceiling biscuit with a 10' service loop.

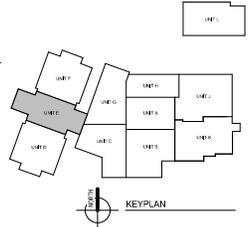
- POWER & COMMUNICATION GENERAL NOTES**
- REFER TO ELECTRICAL GENERAL NOTES ON SHEET E2.1.
  - REFER TO CODE REQUIREMENTS FOR THE LATEST REQUIREMENTS OF NATIONAL AND STATE ELECTRICAL CODES, LOCAL ORDINANCES, AND APPLICABLE REGULATIONS. THE DESIGN SHALL BE SUBJECT TO THE LATEST EDITIONS OF ALL APPLICABLE CODES.
  - ALL CONDUIT SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE AND SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF ALL APPLICABLE CODES.
  - PROVIDE SIGNAL POWER FOR ALL BROADCAST AND COMMUNICATION DEVICES.
    - CONDUCT TO THE MAIN RACEWAY OR CONDUIT AND TO THE DEVICES.
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**ELECTRICAL KEYNOTES**

⊙	INDICATES THE LOCATION OF THE ELECTRICAL SYMBOLS. THE SYMBOLS SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE AND SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF ALL APPLICABLE CODES.
⊙	INDICATES THE LOCATION OF THE ELECTRICAL SYMBOLS. THE SYMBOLS SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE AND SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF ALL APPLICABLE CODES.
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**UNIT 'E' SECOND FLOOR POWER & COMMUNICATIONS PLAN**  
1/8" = 1'-0"



**NEW CLARKSTON JUNIOR HIGH SCHOOL**  
**CLARKSTON COMMUNITY SCHOOLS**  
 CLARKSTON, MICHIGAN

**REVISIONS**  
 03.25.2024 BPPS - BBS & CONSTRUCTION  
 04.11.2024 BPPS - ADDENDUM 003  
 03.22.2024 FOR CONSTRUCTION

PROJECT NO: 24000  
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**UNIT 'E' SECOND FLOOR POWER & COMMUNICATIONS PLAN**  
**E2.2E**

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