



PORTAGE PUBLIC SCHOOLS

NORTH MIDDLE SCHOOL DEMOLITION

CONSTRUCTION MANAGER'S PROJECT MANUAL

January 23, 2019

Construction Manager:
Owen-Ames-Kimball Co.
300 Ionia NW
Grand Rapids, MI 49503
616.456.1521

Included Documents:
Advertisement for Bid
Instruction to Bidders
Bid Form
Supplementary Conditions
General Requirements
Construction Schedule
Phasing Plan
Architectural Specifications



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Portage Public Schools
North Middle School Demolition



ADVERTISEMENT FOR BIDS

BID PROPOSAL

Sealed bids, in triplicate, for the Portage Public Schools North Middle School Demolition, will be received at Owen-Ames-Kimball Co. – Kalamazoo, 161 E Michigan Ave., Kalamazoo, MI 49007, Suite 102 on Thursday, February 14, 2019 until 2:00pm local time. Bids received after this time will neither be considered nor accepted.

All proposals received by the time and date stated above will be opened and read publicly at 3:00pm local time on Thursday, February 14, 2019, at the Portage Administration Building, 8107 Mustang Drive, Portage, MI 49002.

Bids may be mailed to Owen-Ames-Kimball Co. – Kalamazoo, 161 E Michigan Ave., Kalamazoo, MI 49007, Suite 102. Mailed bids must be received prior to the bid due time and date stated above. **FAXED OR EMAILED BIDS WILL NOT BE ACCEPTED.**

In accordance with Section 1267 of the Revised School Code each bid must be accompanied by a sworn and notarized Familial Disclosure Statement completed by the bidder disclosing any familial relationship between the Owner or any employee of the Bidder and any member of the District's Board of Education or the Superintendent of the District.

PRE-BID MEETING

A construction pre-bid meeting will be held at Portage North Middle School, 5808 Oregon Ave, Portage, MI 49024 on Monday, February 4, 2019, at 4:00pm local time. All bidders are encouraged to attend.

BID DOCUMENTS

The Bidding Documents may be obtained at ARC-Veenstra Documents Solutions, 800 Monroe Ave NW Grand Rapids, MI 49503 and Kal-Blue, Inc., 914 E Vine St., Kalamazoo, MI 49001. A deposit of \$100 is required. The deposit will be refunded if documents are returned within 15 days after bid opening. A non-refundable charge of \$50 will be required for mailing documents.

The Bidding Documents may be examined at the following locations:

- Owen-Ames-Kimball Co. website: www.owen-ames-kimball.com/subcontractors/
- Builders Exchange plan rooms in Grand Rapids, Kalamazoo, Lansing and Traverse City.
- Dodge McGraw Hill plan rooms in Grand Rapids, Lansing & Southfield.
- Reed Construction Data and Construction Association of Michigan, Detroit.
- Construction News Corp, Cleveland.

BIDDER QUALIFICATIONS

Bidders submitting a Bid for this Project shall have qualifications as follows:

- a. Shall be a reputable, recognized organization, with at least five (5) years successful experience on work of this type and scope of this project.
- b. Shall have a license where required by public authorities having jurisdiction.
- c. Shall have ample financial resources for work of this magnitude.

BID SECURITY - PERFORMANCE BONDS

Each bid shall be accompanied by good and sufficient bid security or bid bond in an amount not less than 5% of the Bid amount and shall secure the Owner from loss or damage by reason of the withdrawal of the Bid by a Bidder or by failure of the successful Bidder to enter into a Contract with the Owner if his Bid is accepted by the Owner.

The successful Bidder will be required to secure Performance, Labor and Material bonds for all contracts exceeding \$50,000, from a surety company having a rating of A- or better, for the full amount of the Contract.



Standard AIA Forms

The Instructions to Bidders (AIA Document A701-1997 Edition), Articles 1 through 8, and as herein amended or added to, are a part of the Contract Documents, and shall apply to all Contractors, and/or Subcontractors.

ARTICLE 1 – DEFINITIONS Add Subparagraph 1.10 as follows:

1.10 All references made to Owner shall be implied to refer to the Construction Manager.

ARTICLE 3 – BIDDING DOCUMENTS

3.1 COPIES Revise Subparagraph 3.1.1 and add Subparagraph 3.1.5 as follows:

3.1.1 Bidders may obtain bidding documents from ARC-Veenstra Documents Solutions, 800 Monroe Ave NW, Grand Rapids, MI 49503 and Kal-Blue, Inc., 914 E Vine St., Kalamazoo, MI upon receipt of a refundable deposit of one hundred dollars (100.00) for each set requested. A shipping and handling fee of twenty dollars (\$25.00) per set of Bidding Documents is required for mailing of Bidding Documents. This fee is not refundable and, therefore, a separate check is required. Refundable deposits shall be returned providing the bidding documents are returned in good condition to the Construction Manager within twenty (20) days of the bid date. Bidders failing to return documents within this time, or who return documents in an unusable condition, shall forfeit their deposit.

3.1.5 The Bidding Documents, including drawings, specifications, and necessary forms, can be examined at the following locations:

- Owen-Ames-Kimball Co. website: www.owen-ames-kimball.com/subcontractors/
- Builders Exchange plan rooms in Grand Rapids, Kalamazoo, Lansing and Traverse City.
- Dodge McGraw Hill plan rooms in Grand Rapids, Lansing & Southfield.
- Reed Construction Data and Construction Association of Michigan, Detroit.
- Construction News Corp, Cleveland.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS Revise Subparagraph 3.2.2. as follows:

Line 2 shall read "...ten days..."

ARTICLE 4 – BIDDING PROCEDURES

4.1 PREPARATION OF BIDS Revise Subparagraph 4.1.1. and Add Subparagraph 4.1.6.1, 4.1.8 and 4.1.9 as follows:

Bids shall be submitted, in triplicate, on the Bid Proposal Form included within the bidding Documents.

4.1.6.1 Proposals will be accepted for one (1) Bid Category only, or a combination of two (2) or more Categories. If the Bidders wish to have their combined bid considered for separate categories they must submit separate proposals for the individual category along with their combined bid proposal.

4.1.8 The Contractor shall include in their Bid Proposal all applicable sales and uses taxes.

4.1.9 A Pre-Bid Conference will be held in accordance with the following schedule:

Date: Monday, February 4th, 2019

Place: Portage North Middle School, 5808 Oregon Ave, Portage, MI 49024

Time: 4:00pm local time

4.1.10 In accordance with Section 1267 of the Revised School Code each bid must be accompanied by a sworn and notarized Familial Disclosure Statement completed by the bidder disclosing any

- familial relationship between the Owner or any employee of the Bidder and any member of the District's Board of Education or the Superintendent of the District.
- 4.2 BID SECURITY Add Subparagraphs 4.2.1.1, 4.2.1.2 and Revise Subparagraph 4.2.2 as follows:
- 4.2..1.1 Bid security shall be required for each bid tendered.
- 4.2.1.2 Bid security shall be in the form of either a CERTIFIED or CASHIER'S CHECK on an open and solvent bank or bid bond issued by surety company payable to the Owner in an amount equal to five percent (5%) of the base bid.
- 4.2.2 Revise Lines 1 and 2 to read "If a surety bond is provided the attorney-in-fact who ...".
- 4.4 MODIFICATION OR WITHDRAWAL OF BIDS Revise Subparagraph 4.4.1 as follows:
- 4.4.1 After the time and date of receipt of Bids, a bid may not be modified, withdrawn or cancelled by the Bidder for sixty (60) days.

ARTICLE 5 – CONSIDERATION OF BIDS

- 5.3 ACCEPTANCE OF BID (AWARD) Revise Subparagraph 5.3.2 and add Subparagraph 5.3.4 as follows:
- 5.3.2 Revise Line 1 to read "...right to accept Mandatory and Voluntary Alternates in any order..."
- 5.3.3 Owner reserves the right determine which bidders are considered the lowest qualified bidder and to award to said bidder.
- 5.3.4 After the Owner has awarded the Bid Categories the Construction Manager will prepare and send a Notice of Pending Award to the successful Bidders.

ARTICLE 6 – POST-BID INFORMATION

- 6.1 CONTRACTOR'S QUALIFICATION STATEMENT Revise Subparagraph 6.1 as follows:
- 6.1 The Owner, Architect and Construction Manager may make such investigations as they deem necessary to determine the ability of the Bidder to perform the work. The Bidder shall furnish all such information and data for this purpose as the Construction Manager may request within twenty-four (24) hours, including, but not limited to, lists of projects completed, financial statements for the past two (2) years, a current list of work in progress. The Owner reserves the right, based on the advice of the Construction Manager and Architect, to reject any bid if the evidence submitted, or investigation of such Bidder, fails to prove that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
- 6.3 SUBMITTALS Revise Subparagraph 6.3.1, replace Subparagraphs 6.3.1.1 thru 6.3.1.3 and add Subparagraphs 6.3.1.4 thru 6.3.1.6 as follows:
- 6.3.1 The Bidder shall within ten (10) days upon issuance of a Notice of Pending Award furnish to the Owner through the Construction Manager the following:
- 6.3.1.1 The necessary insurance forms as specified in the Bidding Documents.
- 6.3.1.2 A cost breakdown on the continuation sheets of the "Application and Certificate for Payment", AIA Document G703 showing all major work items, separated by both material and labor.
- 6.3.1.3 A list of the work which will be performed with the Bidder's own forces, a list of their subcontractors and a list of work that will be performed by the subcontractor's forces.
- 6.3.1.4 Names of the manufacturer's, products and suppliers of principle items, materials or systems proposed for the work.
- 6.3.1.5 Contractor shall submit schedule information to the Construction Manager within ten (10) days of Notice of Award.
- 6.3.1.6 The Bidder will be notified in writing if any of the above items are not acceptable.

ARTICLE 7 – PERFORMANCE BOND AND PAYMENT BOND & INSURANCE

- 7.1 BOND REQUIREMENTS Revise Subparagraph 7.1.1 as follows and Delete Subparagraph 7.1.3
- 7.1.1 Revise first sentence to read “For Contracts exceeding \$50,000 the Bidder shall furnish separate Performance and Payment Bonds covering the...” and revise the second sentence to read “...Bidders’ usual sources, provided that such bonds fulfill requirements specified elsewhere in these Documents.”
- 7.1.1 The Owner may, prior to execution of the Contract, require the successful Bidder(s) to furnish separate Performance and Payment Bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder in an acceptable form to the Owner and the Construction Manager. Such bonds can be secured through the Bidder’s usual sources provided that they fulfill requirements specified elsewhere in these Documents. The cost of such bonds shall be paid for by the Bidder. A space has been provided on the Proposal Form for the Bidder to identify the amount that shall be added to their proposal should the bonds be required. Should they be required the Bidder shall deliver the bonds to the Construction Manager not later than the date of execution of the Contract.
- 7.2 TIME OF DELIVERY AND FORM OF BONDS Revise Subparagraph 7.2.2 as follows:
- 7.2.2 Delete the first sentence.
- 7.3 INSURANCE REQUIREMENTS The required insurance will name the Owner, Architect and Construction Manager, along with their respective officers, agents and employees are named as additional insureds for the Automobile and Commercial General Liability on a per project basis. The ONLY acceptable endorsement for the additional insureds requirements is ISO form CG 20 07 04.
- 37
- 04 7.3.1 Commercial General Liability – ISO Occurrence form CG 20 10 07 04 and CG 20 37 07 are the required forms.

ARTICLE 8 – FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

- 8.1 EXECUTION BY CONTRACTOR Add Paragraph 8.1 Execution by Contractor and Subparagraphs 8.1.1 and 8.1.2 as follows:
- 8.1.1 Upon receipt of a Contract the Bidder shall sign and return the document to the Construction Manager within ten (10) days.
- 8.1.2 Upon receipt of a Contract the Contractor shall complete Shop Drawings and schedule the delivery of materials in accordance with the Project schedule.

ARTICLE 9 – DESCRIPTION OF WORK Add paragraph 9.1 and 9.2

- 9.1 BID CATEGORIES Add Subparagraphs 9.1.1, 9.1.1.1.,9.1.1.2, 9.1.1.3 as follows:
- 9.1.1 Bid Categories have been established to guide Bidders in determining scope of work where trade jurisdiction is not clearly defined. These descriptions are not meant to be all inclusive of work to be included in the Bid. If a conflict in the assignment of work exists between the Bidding Documents and the descriptions of these bid categories the requirements of the bid category description(s) shall take precedence and the Construction Manager shall immediately be notified of the conflict. Bidders are to familiarize themselves with all Bid Categories.
- 9.1.1.1 Requirements for a specific Bid Category, trade or contract will generally be described in that portion of the Specifications or Drawings related to that trade or contract. Such requirements may, however, be described in other sections of the contract documents. Contractors will be held responsible for having carefully examined all drawings and read all divisions of the specifications and all contract documents to avoid omissions or duplications and to ensure a complete job.
- 9.1.1.2 There is not necessarily a direct relationship between the Bid Category numbers or names and the Specification Division or Section numbers.



9.1.1.3 Unless specifically noted as being furnished only, scopes include the complete installation including materials, labor, equipment, interface with the work of other trades, etc....

9.2 INDEX OF BID CATEGORIES Add paragraph 9.2

Bid Category No. 1 - Demolition

Bid Category No. 2 - Earthwork (For Reference Only)

9.3 BID CATEGORY DESCRIPTIONS Add paragraph 9.3

Provide complete Bid Category descriptions for all portions of work to be bid during this phase – sequentially numbered. Add and delete categories to correspond with above index.

Bid Categories have been established to guide Bidders in determining scope of work where trade jurisdiction is not clearly defined. These descriptions are not meant to be all inclusive of work to be included in Bid. Unless specifically noted as being furnished only or install only, scope includes complete installation including all labor, material, equipment, etc....

Bidders are required to familiarize themselves with all BID CATEGORIES and Alternates.

BID CATEGORY NO. 1 - DEMOLITION

Include:

1. Complete demolition as shown on the drawings and specified in the following sections:

02 41 16 STRUCTURE DEMOLITION

2. Complete demolition and removal of the existing North Middle School building as shown on C-100 drawing.
3. State notification and permits required to begin demolition.
4. Complete demolition plan as required by MiOSHA and furnish to Construction Manager before beginning work.
5. Dust protection measures
6. See attached schedule. TIMELINE IS CRITICAL. DEMOLITION OF THE RED OUTLINED PORTION OF THE BUILDING ON SHEET C-100 MUST BE COMPLETED IN NO LESS THAN THE 3 WEEKS SHOWN ON THE SCHEDULE.
7. The intent is for the demolition contractor to remove the existing building including footings, foundations and tunnels. The Earthwork contractor (by others) is responsible for restoring the grade of the existing building to the specified elevation.
8. Existing prints of the North Middle School are included for reference only.
9. Keep rubble and debris into an organized pile. Keep all rubble and debris off of all roadways/parking lots to remain.
10. City of Portage Ordinance: Construction is permitted 7am-10pm on weekdays. Holidays and weekends 9am-9pm.
11. Daily Clean Up.

Exclude:

1. Site demolition by earthwork
 2. Note #10 on C-100 to be by earthwork contractor.
 3. Removal of site utilities past 5' of the exterior walls to be by Earthwork contractor.
-



BID CATEGORY NO. 2 – EARTHWORK (FOR REFERENCE ONLY) – BY OTHERS

Include:

1. Complete site related demolition work as shown on the drawings
2. Site Protection Key Items 1-14 and Site Removal Key Items 1-10 on C-100.
3. Applicable fees, permits, inspections, etc...as required for the completion of the work in this bid category.
4. Demolition contractor to remove existing building including footings, foundations and tunnels. This contractor is responsible for filling and compacting voids left by demolition back up to their specified elevation.
5. Responsible for keeping public roads clean of construction traffic dirt and debris.
6. Remove existing utilities from 5' outside of building to specified termination point.
7. Temporary tree protection measures.

Exclude:

1. Testing will be provided for and paid for by the Owner.
-

GENERAL COMMENTS

Support for Building Systems/Components:

1. Any component of the building construction that requires support and/or blocking that is not shown in the Documents shall be provided by the contractor that is responsible for the installation of the component.

Demolition:

1. Dumpsters provided by the Construction Manager for use during construction shall not be available for the disposal of the following items: debris resulting from architectural, structural, mechanical, or electrical demolition operations; site related materials; paint products, hazardous materials. Contractors generating such materials shall provide dumpsters for them and legally dispose of them off site.
2. Unless specifically noted otherwise the division of demolition work shall be as follows: sitework contractor – site demolition; demolition contractor – demolition of the building and its components.
3. Demolition shown on the demolition plans is the responsibility of the Demolition Contractor.
4. Demolition (and related patching) needed but not shown on the demolition plan is the responsibility of the contractor requiring it.

ARTICLE 10 – MISCELLANEOUS Add Paragraph 10.1

- 10.1 This is **Not** a prevailing wage project.

End of Instruction Bidders



STATEMENT OF PARTICIPATION

Owen-Ames-Kimball Co. strives to recognize and represent the community in which you reside and serve through continuous efforts to encourage local participation and inclusive practices on all our construction projects.

Owen-Ames-Kimball Co. encourages local participation. We believe we have a responsibility to support the growth of the businesses within the community in which the project resides.

Owen-Ames-Kimball Co. practices inclusion. These inclusive practices are established within our organization and in our business endeavors, and strongly promoted on our jobsites. We encourage all of our subcontractors to implement inclusive practices within their organizations and through partnering efforts on our projects.

SUBMIT IN TRIPLICATE

BID FORM

BID TO: Portage Public Schools
8107 Mustang Dr.
Portage, MI 49002

BID FROM: _____

PROJECT: Portage Public Schools, North Middle School Demolition

Ladies and Gentlemen:

The undersigned, having familiarized themselves with the local conditions affecting the cost of the Work and having examined the site, and Bidding Documents prepared by C2AE/Stantec, 211 E. Water Street Suite 213L, Kalamazoo, MI 49007, hereby propose to furnish all labor, material, equipment, taxes and services required for the proper completion of each of the following categories for this Project, including all addenda issued thereto, for the sum of:

Bid Category No. __ Title _____
_____ Dollars (\$ _____),
Said amount constituting the Base Bid.

TAXES: Bid sum includes all applicable taxes, including Michigan Sales Tax. Confirm that your company can pay Michigan Sales and Use Tax: Yes No

ALLOWANCES: Base bid includes applicable allowance cost(s) as set forth in Section 01020 of the General Requirements and as identified in the Instruction to Bidders Bid Category Descriptions.

COST OF BONDS: Bid sum includes cost of furnishing a Performance Bond and Labor and a Material Payment Bond, each in the amount of 100% of Base Bid.

ACKNOWLEDGEMENT OF ADDENDA

The following addenda have been received, are hereby acknowledged, and their execution is included in the above Base Bid:

Addendum No. __ Dated _____ Addendum No. __ Dated _____ Addendum No. __ Dated _____

Addendum No. __ Dated _____ Addendum No. __ Dated _____ Addendum No. __ Dated _____

VOLUNTARY ALTERNATES (Identify in detail on appropriate attachment any Voluntary Alternates shown here)

A _____

B _____

C _____

BID SECURITY

Accompanying this Bid, as required by the Instructions to Bidders, is a bid security in the form of (Certified Check/Cashier's Check/Bidder's Bond) in the amount of:

_____ Dollars (\$ _____), payable to the Owner, which it is agreed, shall be retained as liquidated damages, not as a penalty, by the Owner, if the undersigned fails to execute the Contract in conformity with the form of Contract incorporated in the Contract Documents and fails to furnish specified bonds within ten (10) days after date of issuance of Letter of Intent to the undersigned.

If awarded the Contract, the undersigned agrees to commence Work within ten (10) days after date of issuance of Notice of Pending Award, which shall be considered as the notice to proceed, and agrees to complete the Work in accordance with the Construction Progress Schedule.

CONSTRUCTION PROGRESS SCHEDULE

If awarded this Contract, the undersigned:

Endorses the Construction Progress Schedule: _____

Amends the Construction Progress Schedule as follows:

UNIT LABOR RATES

The undersigned further proposes and agrees that should the amount of work required be increased or decreased where unit prices have not been established, the following labor rates will be the basis for any change order proposal. Labor rates are to include all direct costs without mark-up as defined in Article 7.3 of the General Conditions. Prior to contract award, if requested by the Construction Manager, the successful bidder shall provide documentation substantiating the proposed labor rates.

Job Classification	Hourly Rate	Benefits	Employer's Liability	Payroll Taxes	Total

FEES FOR ADDITIONAL WORK

1. There will be a fee of 10% applied to the total cost of materials purchased and work completed by a contractor's own forces. This percentage represents both overhead and profit.
2. There will be a fee of 5% applied to the total cost of work completed by a subcontractor. This percentage represents both overhead and profit.

CREDIT FOR WORK DELETED

Should any work be deleted from Contract by order of the Owner, full cost savings realized thereby will be credited to Owner.

FAMILIAL DISCLOSURE

See Page 4 of this Bid Form for required statement.

AGREEMENT

The undersigned agree(s) to provide the post-bid information required within (10) days after notification of the Notice of Award and to execute an agreement for work covered by this Proposal on AIA Document A132-2009, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment is a Stipulated Sum.

In submitting this bid, it is understood that the Owner reserves the right to reject any or all bids. It is further agreed that this bid is binding for a period of sixty (60) days from the opening thereof.

Respectfully submitted,

Date _____, 2017

Firm Name _____

By _____

Signed _____

Title _____

Official Address _____

(If a corporation, affix seal)

Telephone No. (_____) _____

Fax Number (_____) _____

E-Mail Address _____

Familial Disclosure Statement
(Must be completed for bid to be considered)

In accordance with Section 1267 of the Revised School Code this bid must be accompanied by a sworn and notarized statement disclosing any familial relationship between the Owner or any employee of the Bidder and any member of the District's Board of Education or Superintendent of the District.

___ No, there is not a familial relationship between the Owner or any employee of the Bidder and any member of the District's Board of Education or Superintendent of the District.

___ Yes, there is a familial relationship between the Owner or an employee of the Bidder and a member of the District's Board of Education or Superintendent of the District. The person(s) and relationship are as follows:

Bidder	Board of Education or Superintendent
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Subscribed and sworn this _____ day of _____, 2013.

In the County of _____ State of _____

By _____
Notary Public Signature

My commission expires on: _____ Seal or stamp:

Affidavit of Compliance – Iran Economics Sanctions Act

Michigan Public Act No. 517 of 2012

The undersigned, the owner or authorized office of the below-named contractor (the “Contractor”), pursuant to the compliance certification requirement provided in the Portage Public Schools (“the School District”) Request for Proposals For North Middle School (“the RFP”), hereby certifies, represents and warrants that the Contractor (including its officers, directors, employees) is not an “Iran linked business” within the meaning of the Iran Economics Sanctions Act, Michigan Public Act No.517 of 2012 (“the Act”), and that in the event Contractor will not become an “Iran linked business” at any time during the course of performing any services under this contract.

The Contractor 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 determined that the person had submitted the false certification.

Contractor: _____

(Name of Contractor)

By: _____

Title: _____

Date: _____

State of: _____

County of: _____

This instrument was acknowledged before me on the _____ day of _____, 2017,

by, _____, Notary Public

_____ County, _____

My Commission Expires: _____

Acting in the County of: _____

LEGAL STATUS OF BIDDER

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS.

The Vendor and/or Bidder certifies to the best of its knowledge and belief that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offences enumerated above in this certification; and Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; is not now or has been, within a three-year period preceding this date, been listed on the Excluded Parties List System website (EPLS).

Vendor/contractor will notify the Portage Public Schools Business Office immediately upon becoming suspended or debarred if there is any current or ongoing contract or agreement in place between the district and the vendor/contractor.

Firm Name: _____
Address: _____
Phone &
E-mail: _____

Name, title and signature of individual duly authorized to execute contracts:

Name: _____
Title: _____
Signature: _____

A Corporation organized and existing under the laws of the
State of _____

Safety Information Supplement to Bid Form

The safety data listed below shall be submitted as part of your official bid. Further documentation may be requested as part of the contract documents. Information specified below must be current and accurate. Provide the required information:

Current EMR rating	
Current TRIR rating	
Number of serious MIOSHA violations (last two years)	
Number of willful MIOSHA violations (last two years)	

Acknowledge that your company has a written safety plan

Contractor acknowledges that the use of PPE by field staff while on site is a requirement of the project. Failure to use the required PPE by contractor's field staff while on site may result in removal of insubordinate members of contractor's forces.

Required PPE includes the following, but is not limited to the follow. Acknowledge that all onsite employees and subcontractors will comply with these specific PPEs:

Hard Hat

Work Boots

Proper attire (no shorts or sleeveless shorts)

Company Acknowledgement

Company: _____

By: _____

Title: _____

Date: _____



Document A232™ – 2009

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

for the following PROJECT:

(Name, and location or address)

Portage Public Schools 2015 Bond Projects, including new construction, additions, renovations, technology and other improvements to Central Middle School, North Middle School, West Middle School, Central High School, Northern High School, and Portage Community Education Center, all in accordance with the relevant ballot language, the approved plans and specifications, the Owner's fixed budget, and as otherwise approved by the Owner

THE CONSTRUCTION MANAGER:

(Name, legal status and address)

Owen-Ames-Kimball Co.
300 Ionia Avenue NW
Grand Rapids, Michigan 49503

THE OWNER:

(Name, legal status and address)

Portage Public Schools
8107 Mustang Drive
Portage, Michigan 49002

THE ARCHITECT:

(Name, legal status and address)

C2AE
211 E. Water Street
Kalamazoo, Michigan 49007

THE OWNER REPRESENTATIVE:

Walbridge Aldinger Company
905 Town Center Way, Suite 140
Portage, Michigan 49002

Walbridge Aldinger Company may be referred to herein as the "Owner's Representative." The Owner's Representative shall provide consulting services and recommendations to the Owner as described in the relevant Owner/Owner Representative Agreement, and should not be confused with the Owner's designated representative.

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™–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

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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, accepted portions of the Contractor's bid or proposal, or and portions of addenda relating to bidding requirements)-requirements) but do not include sample forms. The Contractor's execution of the Owner/Contractor Agreement, 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 Contractor's performance of their-its 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 Multiple Prime Contractors and by the Owner's own forces, including persons or entities under separate contracts not administered by the Construction Manager.

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

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

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

§ 1.1.8 Initial Decision Maker. The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.1.9 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.

§ 1.1.10 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."

§ 1.1.11 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.

§ 1.1.12 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.

§ 1.2.2 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 him, even though that responsibility may be shown only in that portion of the documents typically pertaining to another contractor or trade.

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

§ 1.5.1 The Unless otherwise indicated in the Contract Documents or the Owner/Architect Agreement, the Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and unless otherwise indicated in the Contract Documents or the

Owner/Architect Agreement, the Architect and the respective consultants will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, sub-subcontractors, and material or equipment 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 this Project is not to be construed as publication in derogation of the Architect, or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the Instruments of Service ~~provided to them~~ 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 material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Owner Representative, Architect and the Architect's consultants.

§ 1.6 Transmission of Data in Digital Form

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they ~~shall~~ may endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

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.~~ authorization subject to parameters of authority established by Owner's board of education. Except as otherwise provided in Article 4, 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.~~ parties acknowledge that liens are not permitted on public property.

§ 2.2 Information and Services Required of the Owner

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, ~~including~~ 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, through the Construction Manager, shall secure and pay for the building permit.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. ~~The Taking into account the Contractor's experience and expertise, 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 that are readily observable prior to bid opening.~~

§ 2.2.4 ~~The~~ Upon specific written request of the Owner, ~~the~~ 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.

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

§ 2.2.6 The Owner shall endeavor to forward all communications to the Contractor through the Construction Manager and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents.

§ 2.3 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-persistently~~ 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.

§ 2.4 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ~~ten-day~~ three-day period after receipt of written 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 deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor 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. ~~Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect, after consultation with the Construction Manager. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.~~

In the event the Owner directs another entity to perform the Contractor's Work pursuant to this section, that other entity shall charge the Contractor all costs for labor, material, and equipment plus administrative costs, profit, and overhead. The Contractor shall pay that other entity within ten (10) days of the date of invoice. If not paid within ten (10) days, the Contractor authorizes the Owner to withhold that amount from the Contractor and to pay the same to that other entity from the next payment due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

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.

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

§ 3.1.2 The plural term "Multiple Prime Contractors" refers to persons or entities who perform construction under contracts with the Owner that are administered by the Construction Manager. The term does not include the Owner's own forces, including persons or entities under separate contracts not administered by the Construction Manager.

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

§ 3.1.4 The Contractor shall not be relieved of 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 2.2.3, 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 make 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 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 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, unless the Contract Documents give other specific instruction concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and 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 written notice to the Owner, the Construction Manager, and the Architect and shall not proceed with that portion of the Work without further written instructions from the Architect, through the Construction Manager. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required 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 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.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 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 agrees that neither it nor its 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 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.

§ 3.4.5.2 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.

§ 3.4.5.3 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

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 with 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.~~

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. 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.

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.

§ 3.6 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.

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

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Owner, through 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 21 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-determine 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 an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner and the Architect, in consultation with the Construction Manager, determines-determine 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 in writing, stating the reasons. If the ~~Owner or~~ Contractor disputes the ~~Architect's~~ determination or recommendation, ~~either party may~~ the Contractor shall proceed as provided in Article 15. The requirements of Section 2 of 1998 PA 57, 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 ~~notify~~ provide written and dated notification to 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 be made~~ 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 shall be satisfactory to the Owner in all respects, and the Owner shall have the right to require the Contractor to remove any superintendent from the Project whose performance is not satisfactory to the Owner and to replace such

superintendent with another who is satisfactory to the Owner. (It is acknowledged that the "superintendent," as defined herein, may also be referred to as a foreman, supervisor or the like.)

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner and Architect through the Construction Manager, the name and qualifications of a proposed superintendent. The Owner and/or Construction Manager may reply within 14 days to the Contractor in writing stating (1) whether the Owner, the Construction Manager, or the Architect has reasonable objection to the proposed superintendent or (2) that any of them require additional time to review. ~~Failure of the Construction Manager to reply 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.~~ except with another superintendent who is satisfactory to the Owner.

§ 3.10 Contractor's Construction Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information and the Construction Manager's approval a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project schedule to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution 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 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 Multiple Prime Contractors or the construction or operations of the Owner's own forces.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter update it as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Construction ~~Manager's and Architect's approval. The Architect and Construction Manager's~~ Manager's, Owner's and Architect's approval, which approval shall not unreasonably be 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.~~ (2) allow for a reasonable time to review submittals, and (3) shall provide for expeditious and practical execution of the Work. If the Contractor fails to submit a 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 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 ~~schedules submitted~~ approved project schedule and the most recent work schedule submitted by the contractor 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 and 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 schedules 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 Contractor shall prosecute the Work undertaken in a prompt and diligent manner whenever the Work (or 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 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 Contractor's forces or take other action permitted under Section 2.4. Contractor shall be responsible for any and all costs of performing or completing the Work and shall pay any such sums within ten (10) days of an invoice. If not paid within ten (10) days, the amount will be withheld from the Contractor's next payment and paid to the relevant parties. 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 maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These documents shall be available to the Architect 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 in writing 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 the way by which 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 4.2.9 through 4.2.11. 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 Multiple Prime 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 Multiple Prime 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 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 informed 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 written 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. 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 cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, 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 Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 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, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 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 and patching shall be restored to the condition existing prior to the cutting, fitting and 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's own forces or of other Multiple Prime Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner's own forces or by other Multiple Prime Contractors except with written consent of the Construction Manager, Owner and such other Multiple Prime Contractors; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the other Multiple Prime Contractors or the Owner the Contractor's 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 or 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 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 loss on account thereof, 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 such 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 the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such 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 ~~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 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 negligent or wrongful acts or omissions of the Contractor, a Subcontractor, or 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.~~ of any of them may be liable to the fullest degree of Contractor's fault, on a comparative basis (or the fault of any others for whom the Contractor is responsible). 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 Article 3.18.

Such obligation shall not be construed to negate, abridge or reduce any other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18 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.

§ 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 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, 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, Owner's Representative, 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 this Contract;

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 this Contract.

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 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. 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.

§ 4.1.2 The Owner shall retain a construction manager is lawfully licensed to practice construction management or an entity lawfully practicing performing 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.

§ 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, Construction Manager, Architect and Contractor. Owner and the Construction Manager or Architect, respectively. Consent shall not be unreasonably withheld.

§ 4.1.4 If the employment of the Construction Manager or Architect is terminated, the Owner shall employ a successor construction manager or architect ~~as 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.

§ 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. 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 more frequently, as otherwise agreed with the Owner, Owner or 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 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 report to the Owner and Construction Manager (1) known deviations from the Contract Documents and from the most recent Project schedule prepared by the Construction Manager, and (2) defects and deficiencies observed in the Work.

§ 4.2.3 The Construction Manager shall provide a staffing plan to include 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 reasonably informed of the progress of the Work, and will report to the Owner and Architect (1) known deviations from the Contract Documents and the most recent Project schedule, and (2) defects and deficiencies observed in the Work.

§ 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Multiple Prime Contractors in accordance with the latest approved Project ~~schedule. schedule and shall supervise construction as required by 1937 PA 306.~~

§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and ~~Architect Architect,~~ except as may be required under 1937 PA 306 and/or 1980 PA 299, will not have control over, or charge of, construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. 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 Facilitating Contract Administration.** Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with other Multiple Prime Contractors shall be through the Construction Manager and shall be contemporaneously provided to the Architect if those communications are about matters arising out of or related to the Contract Documents. Communications by and with the Owner's own forces shall be through the Owner.

§ 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. The Construction Manager shall determine in general whether the Work of the Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require additional inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, upon written authorization of the Owner, whether or not such 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, material and equipment suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 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 Multiple Prime Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from Contractor and other Multiple Prime 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.

§ 4.2.10 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.

§ 4.2.11 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, unless otherwise specifically stated by the Construction Manager and Architect, 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.

§ 4.2.12 The Construction Manager will prepare Change Orders and Construction Change Directives.

§ 4.2.13 The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7-7, 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.

§ 4.2.14 Utilizing the documents provided by the Contractor, the 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.

§ 4.2.15 The Construction Manager will assist the Architect in conducting inspections to determine the 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.

§ 4.2.16 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.17 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.

§ 4.2.18 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~~, interpretations, 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~~ faith and without negligence.

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

§ 4.2.20 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 to 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~~ 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 Multiple Prime Contractors or subcontractors of other Multiple Prime 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 or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Construction Manager for review by the Owner, Construction Manager and Architect the names of persons or entities (including those who are to furnish

supplies, materials or equipment (including those fabricated to a special design) proposed for each principal portion of the Work. The Construction Manager ~~may~~ will reply within 14 days to the Contractor in writing stating (1) whether the Owner, the Construction Manager or the Architect has reasonable objection to any such proposed person or entity or, (2) that the Construction Manager, Architect or Owner requires additional time for review. ~~Failure of the Construction Manager, Owner, or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.~~ All contractual agreements with additional persons or entities serving as a subcontractor shall expressly identify the Owner as a third-party beneficiary, and 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 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 agreement, written where legally required for validity, 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 responsibility for safety of the Subcontractor's Work, which the Contractor, by these 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 in writing; 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 be equitably adjusted for increases in cost resulting from the suspension. may be equitably adjusted as negotiated by the parties.

§ 5.4.3 Upon such 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 OTHER 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, which include persons or entities under separate contracts not administered by the Construction Manager, and to award other contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to ~~insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.~~ insurance. . 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 time schedule.

§ 6.1.2 When the Owner performs construction or operations with the Owner's own forces including persons or entities under separate contracts not administered by the Construction Manager, the Owner shall provide for coordination of such forces 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, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor 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, Construction Manager and other Multiple Prime 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 or other Multiple Prime Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Construction Manager and Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's own forces or other Multiple Prime Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to a separate contractor or to other Multiple Prime 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~~ If the Contractor incurs any additional costs due to delays, improperly timed activities, damage to the Work or defective construction by the Owner's own forces or other Multiple Prime Contractors, other Multiple Prime Contractors, the Contractor's remedy shall be to pursue a claim for additional time and/or additional compensation in accordance with the claims process identified herein.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor ~~wrongfully~~ causes to completed or partially completed construction or to property of the Owner, Construction Manager, separate contractors, or other Multiple Prime 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, the Contractor shall promptly settle the dispute with such other contractor. If a separate contractor sues the Construction Manager or 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 Construction Manager or Owner arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the Construction Manager or Owner for all costs, including attorneys fees and court costs, which either the Owner or Construction Manager may have incurred.

§ 6.2.5 The Owner and other Multiple Prime 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, other Multiple Prime 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 ~~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, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 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 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably ~~adjusted~~adjusted, unless the Contractor provided such unit prices as a part of a competitive bid.

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

§ 7.3.6 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.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager shall ~~determine~~determine, with the Owner's approval, the method and 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 7.3.7 shall be limited to a reasonable amount of the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers compensation insurance;
- .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 related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 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. ~~The~~For those undisputed portions, the Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine to be reasonably justified. The interim determination of ~~cost~~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~~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 has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order issued through the Construction Manager and shall be binding on the Owner and Contractor.

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, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 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 If 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 an act or neglect of the Owner, Owner's own forces, Construction Manager, Architect, any of the other Multiple Prime Contractors or an employee of any of them, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration, litigation, mediation, or arbitration, as applicable, or by other causes that the Architect, based on the recommendation of the Construction Manager, determines may justify delay, then the Contract Time shall 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

§ 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.~~

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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.

§ 9.2 Schedule of Values

~~Where the Contract is based on a Stipulated Sum or Guaranteed Maximum Price, the Contractor shall submit to the Construction Manager, before the first Application for Payment, 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 and prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. In the event there is one Contractor, the Construction Manager shall forward to the Architect the Contractor's schedule of values. If there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall forward the Multiple Prime Contractors' schedules of values only if requested by the Architect.

§ 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. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner, Construction Manager or Architect may require, such as copies of requisitions from Subcontractors and material 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 material 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. 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 his 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 and Construction Manager 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, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.3.4 Sworn statements are required with each application for payment. Also, waivers from subcontractors and suppliers shall also be required on all such contracts.

§ 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 issue to the Owner a Certificate for Payment, with a copy to the Construction Manager, for such amount as the Architect determines is properly due, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding certification in whole or in part 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 are Multiple Prime Contractors performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives the Multiple Prime Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Multiple Prime Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Multiple Prime Contractors' application with information from similar applications for progress payments from other Multiple Prime Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Multiple Prime Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 9.4.3 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 issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager, for such amount as the Architect determines is properly due, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

§ 9.4.4 The Construction Manager's certification of an Application for Payment or, in the case of Multiple Prime Contractors, a Project Application and Certificate for Payment shall be based upon the Construction Manager's evaluation of the Work and the information provided as part of the Application 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 and the quality of the Work is in accordance

with the Contract Documents. The certification will also constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 9.4.5 The Architect's issuance of a Certificate for Payment or in the case of Multiple Prime Contractors, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and information provided as part of 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, that the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 9.4.6 The representations made pursuant to Sections 9.4.4 and 9.4.5 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~~ Architect, in writing, together with the Certification to which the qualification pertains.

§ 9.4.7 The issuance of a separate Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or Architect ~~has~~ 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 the Contractor's construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material 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 9.4.4 and 9.4.5 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 9.4.3. 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 or subsequent observations, 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~~ .1 defective Work not ~~remedied~~; remedied, or the Contractor is in breach of the Agreement;
- ~~.2~~ .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~~ .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- ~~.4~~ .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- ~~.5~~ .5 damage to the Owner or a separate contractor;
- ~~.6~~ .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;
- ~~.7~~ .7 ~~delay;~~ repeated failure to carry out the Work in accordance with the Contract Documents;
- ~~.8~~ .8 ~~the Work not having progressed to the extent set forth in the Application for payment; or~~
- ~~.9~~ .9 ~~representations of the Contractor are untrue.~~

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

§ 9.5.3 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 material or equipment suppliers 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.

§ 9.5.4 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.

§ 9.6.2 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 material and equipment 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 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 except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment 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 and 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, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall 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 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~~, Contractor and without justifiable basis under the Contract Document, 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, then the Contractor may, upon ~~seven~~ twenty-one (21) additional days' written notice to the Owner, Construction Manager and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents 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.

§ 9.8.2.1 Each Contractor must complete its initial and subsequent punch list items within fifteen (15) calendar days of notification of such work, unless otherwise stipulated by the Owner in writing. If the Contractor for any reason does not expect to complete its work within this time frame, it must notify the Owner and Construction Manager in writing within seven (7) days, explaining the reasons for such delay. Lack of a timely response by a Contractor in accomplishing such work will be cause for its work to be immediately assigned to others and all costs related thereto shall be charged to the Contractor. Without affecting the enforceability of any other provision of these General Conditions, the Contractor acknowledges that the above procedures will be strictly enforced.

§ 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 requirements of 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 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, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall 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 such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

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

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 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.~~ complete. 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 written 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 will evaluate the completion of Work of the Contractor and then forward the notice and Application, with the Construction Manager's recommendations, 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 terms and conditions of 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 and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial 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 and (5), 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, and (9) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, 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. If such lien 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 such lien, 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 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 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 constitute a waiver of Claims by the Owner except those arising from
.1 — liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
.2 — failure of the Work to comply with the requirements of the Contract Documents; or
.3 — terms of special warranties required by the Contract Documents not constitute a waiver of any Claims by the Owner

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material 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 or the Contractor's Subcontractors or Sub-subcontractors;
- .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 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.

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

§ 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, except damage or loss 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 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, written notice of such 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 to investigate the matter.~~ 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. 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 report the condition to the Owner, Construction Manager and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the ~~Owner~~ Owner, in its discretion, shall obtain the services of a licensed laboratory to verify a 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~~ 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 such material or substance or who are to perform the task of removal or safe containment of such 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~~ 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 in the amount of the Contractor's reasonable additional costs of to address shut-down, 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 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 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 site. 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 indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance 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 indemnify 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 MISS DIG (or any other Registered Utility Protection Service of the utility company possibly affected by the planned work).

§ 10.5.2 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.

§ 10.5.3 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 Liability Insurance

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.
- .9 liability insurance shall include all major divisions of coverage and e on a comprehensive basis including:
 - .1 Premises' Operations (deleting X, C, or U exclusions);
 - .2 Owner's and Contractor's Protective;
 - .3 Products and Completion Operations;
 - .4 Contractual – including specific for the Contractor's obligations under Paragraph 3.18;
 - .5 Any auto; and
 - .6 Broad Form Property Damage, including Completed Operations; and
- .10 All bonds required by law, including bid bond, performance bond and payment bond.
- .11 The Contractor shall, at its sole expense, secure and maintain the insurance coverages of the types and minimum policy limits specified and said insurance shall be maintained in a form and from insurers acceptable to the Owner. All insurers shall have at least an A.M. Best rating of A1 with a financial

rating of no less than VII and be licensed to do business in the state of Michigan. The required insurance identified in this Subparagraph .11 will name the Owner, Architect, Construction Manager, along with their respective officers, agents and employees and anyone directly or indirectly employed by any of them, or by anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable case law, as additional insured for the Automobile and Commercial General Liability on a per project basis. The ONLY acceptable endorsements for the additional insureds requirement is ISO form CG 20 10 07 04 and CG 20 37 07 04 or equivalent coverage. Certificates of the listed coverages, with a thirty (30) day cancellation clause, shall be filed with and approved by the Owner a minimum of five days before the commencement of work hereunder. New certificates of the listed must be supplied if the coverages first supplied are canceled, materially restricted, not renewed or are allowed to lapse in any way. The Owner reserves the right to request complete certified copies of the policies if deemed necessary to ascertain details of coverage not provided by the certificates. Any reduction or exhaustion in the limits of coverage required shall not be deemed to limit the indemnification afforded under this Agreement. In the event that the insurance company(ies) issuing the policy(ies) required by this insurance provision deny coverage to the Owner, Architect or Construction Manager, the Contractor will, upon demand by the Owner, Architect, Construction Manager defend and indemnify the Owner, Architect or Construction Manager at Contractor's sole expense. It is expressly understood by the Owner, Architect, Construction Manager and the Contractor that any insurance obtained by the Owner, Architect or Construction Manager is deemed excess, non-contributory and not co-primary in relation to the coverage(s) procured by the Contractor. To the fullest extent permitted by applicable state law, a waiver of subrogation clause shall be added to the commercial general liability and workers compensation policies in favor of the Owner and this clause shall apply to the Owner's officers, agents, and employees with respect to all work performed hereunder.

- .1 Commercial General Liability – ISO Occurrence form CG 00-01-12-0720 10 07 04 and CG 20 37 07 04 are the required forms, or equivalent, including coverage for bodily injury, property damage (broad form), premises/operations, blanket contractual, independent contractors and products/completed operations.

Minimum Limits:	\$1,000,000	per occurrence
	\$2,000,000	Product and Completed Operations aggregate
	\$1,000,000	Personal and Advertising Injury
	\$ 50,000	Fire Damage
	\$ 5,000	Medical Expense
	\$2,000,000	General Aggregate

The Contractor shall continue to carry Completed Operations Liability Insurance for at least six (6) years after either (90) days following substantial completion of the work or final payment to the Contractor, whichever is later.

- .2 Automobile Liability – "No-fault" coverage where required by law and residual automobile liability, comprehensive form, covering owned, hired and non-owned automobiles.

Minimum Limits:	Statutory No-Fault Coverage	
	\$500,000 per person/\$1,000,000 per accident	Bodily Injury
	\$500,000 per occurrence	Property Damage
	(Or a combined single limit of \$1,000,000 per occurrence)	

- .3 Workers' Compensation and Employers' Liability – Statutory Coverage

Minimum Limits:	Statutory Workers' Compensation	
	\$500,000	Employers' Liability Each Accident
	\$500,000	Disease – Each Employee
	\$500,000	Disease – Policy Limit

- .4 Umbrella Insurance (only following form of primary insurance acceptable including "Duty to Defend" coverage) - \$2,000,000 limit over primary insurance
- .5 For any insurance coverages, endorsements, waivers of subrogation or the like required by Contractor that are for the benefit of the Construction Manager, Architect or their respective consultants, employees, officers or agents, such insurances shall be provided by the Contractor **only** if the additional cost of such coverage is paid by the benefitted party. The Owner shall not be responsible for any such cost,

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents ~~or required by law,~~ 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, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be submitted by Contractor to the Construction Manager for transmittal to the Owner with a copy to the Architect prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be ~~canceled~~ canceled, reduced, or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable ~~promptness.~~ promptness, but no less than 30 days prior to any reduction in coverage.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Construction Manager, the Construction Manager's consultants, the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.1.5 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."

§ 11.2 Owner's Liability Insurance

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

§ 11.3 Property Insurance

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project. The term "temporary building", as used in this section, shall not include job trailers of any party.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the Architect's, Contractor's, and Construction Manager's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

~~§ 11.3.1.3 If the property insurance requires deductibles, the Owner deductibles and such deductibles are identified in the Contract Documents, the Contractor shall pay costs not covered because of such deductibles.~~

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 **Boiler and Machinery Insurance.** The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Construction Manager, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 **Loss of Use Insurance.** The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. ~~The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.~~

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

~~§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, adjoining 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, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.~~

§ 11.3.6 ~~Before an exposure to loss may occur, the~~ The Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 **Waivers of Subrogation.** ~~The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees each of the other, and (2) the Construction Manager;~~

Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as the Owner and Contractor may have to the proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, Owner's separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or distribution of insurance proceeds in accordance with the direction of the arbitrators. 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.

§ 11.4 Performance Bond and Payment Bond

§ 11.4.1 The Owner shall have the right to require the Contractor to Contractor shall furnish 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 in the Contract Documents or by law on the date of execution of the Contract.

§ 11.4.2 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.

§ 11.4.3 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.

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 observation and be replaced at the Contractor's expense without change in the Contract Time. Time or Contract Sum.

§ 12.1.2 If a portion of the Work has been covered which the Construction Manager or Architect has not specifically requested to observe prior to its being covered, the Construction Manager or Architect may ~~request~~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, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. 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, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or one of the other Contractors in which event the Owner or the separate Contractor, shall be responsible for payment of such costs.

§ 12.2 Correction of Work

§ 12.2.1 Before or After 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, whether discovered before or after 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 damaged 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 an 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 written 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. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.~~

§ 12.2.2.2 The one-year period 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, whether completed or partially completed, of the Owner or separate contractors or other Multiple Prime Contractors 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 material breach, and the Owner may terminate the Contract. 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 pay such costs out of retainage held by the Owner on 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 place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4. 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)..

§ 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 such 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 such assignment.

§ 13.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity or to an officer of the corporation for which it was intended; or if delivered at or sent by registered or certified mail or by national overnight courier service providing a tracking system and proof of delivery to, the last business address known to the party giving notice.

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 sit 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.

§ 13.4 Rights and Remedies

§ 13.4.1 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.

§ 13.4.2 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 in writing.

§ 13.5 Tests and Inspections

§ 13.5.1 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 (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 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 13.5.1, 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 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, 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.

§ 13.5.4 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.

§ 13.5.5 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.

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

§ 13.6 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may 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.

§ 13.7 Time Limits on Claims

The Owner and the Contractor shall commence all claims and causes of action in accordance with Section 13.1 and Section 13.7.2, regardless of any other time frames identified in this Agreement. The Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time 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 the Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7, action in accordance with Section 15.1, other provisions of this Agreement and in accordance with Michigan law.

§ 13.7.2 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.

§ 13.8 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.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, 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;~~ 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 promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, 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' written notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor 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' written notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 ~~repeatedly~~ refuses or fails to supply enough properly skilled workers or proper ~~materials;~~ materials to the point of negatively impacting the Project and/or the related schedule;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 ~~repeatedly~~ disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; ~~or~~
- .4 ~~authority;~~ 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 above reasons exist, the Owner, after consultation with the Construction Manager, and upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate ~~employment of the Contractor and may, subject to any prior rights of the surety;~~ 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:

- .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.

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 seven (7) 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 as described in 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 written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

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- .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 Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, ~~along with reasonable overhead and profit on the Work not executed.~~ termination.

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, or other relief with respect to the terms of the ~~Contract.~~ 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.~~ Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. 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 **Notice of Claims.** Claims by ~~either the Owner or Contractor~~ must 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 Construction Manager and or Architect is not serving as the Initial Decision Maker. Claims by ~~either party~~ the Contractor must 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 13.7.

§ 15.1.3 **Continuing Contract Performance.** Pending final resolution of a Claim, including 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. The Construction Manager will prepare Change Orders and the Architect will issue a Certificate for Payment or Project Certificate for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 **Claims for Additional Cost.** If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. 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 10.3. A Project delay shall not be a basis for a Claim for additional cost.

§ 15.1.5 Claims for Additional Time

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, additional written notice as provided herein shall be ~~given.~~ 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.~~ the Work, due to the increase in Contract Time sought. In the case of a continuing delay only one Claim is necessary.

§ 15.1.5.2 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.

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~~§ 15.1.6 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 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.~~

§ 15.2 Initial Decision

~~§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, 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. ~~Maker~~. 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 arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no ~~decision-interpretation~~ having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.~~

~~§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to ~~resolve the Claim-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 material men 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 such 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~~ 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 and the Architect and Construction Manager, if the Architect or Construction Manager is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be ~~final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution subject to the parties' agreed upon 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 13.7.

~~§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

~~§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is Owner, Architect or Initial Decision Maker may, but are 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 Owner, Architect or Initial Decision Maker may, but are not obligated to, notify the surety and request the surety's assistance in resolving the controversy.~~

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

§ 15.3 Mediation

~~§ 15.3.1 Claims, Except as stated in this Agreement or otherwise agreed in writing by the parties, claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution mediation.~~

~~§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding commencement of the parties' agreed upon dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution such 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 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. 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~~ Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

~~§ 15.4.4.2~~ Either party, 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, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

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

§ 15.4.4.2 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 mediation, provided that the party sought to be joined consents in writing to such joinder. Consent to 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 the Owner and Contractor under this Agreement.

Modified: 07/25/16; 4:10pm

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 07:47:40 on 07/27/2016 under Order No. 0636095496_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A232™ – 2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.


(Signed)

Assistant Supt. of Operations
(Title)

9/7/16
(Dated)



DIVISION I - GENERAL REQUIREMENTS

01010 SUMMARY OF WORK

01010.1 Work Covered by Contract Documents

- A. The Project consists of construction of demolishing the existing Portage North Middle School.
- B. The Instructions to Bidders, Project Manual, Request for Proposals, dated October 7, 2014, issued by owner, General Conditions AIA A232-2009, General Requirements and Owner-Contractor Agreements, are a part of all divisions and all contract documents. The order of precedence for interpretation shall be the Agreement between Owner and Contractor, RFP, the Instruction to Bidders, the Project Manual, the General Conditions and the Contractor's Proposal. Execution of the Contract signifies that the Contractors are fully knowledgeable with all requirements of all divisions and documents. No claims for additional compensation will be entertained or paid to any Contractor on account of its failure to be fully informed of all requirements of all Contract Documents.

01010.2 CONTRACTS

- A. Construct the work of each contract under a separate lump-sum/fixed price contract with the Owner. Coordination of the work will be provided as specified herein.
- B. Contractors shall carefully examine all drawings and read all divisions of the specifications and Contract Documents, and shall include all Work required of them for a complete project.
- C. Requirements for a specific trade or contract will generally be described in that portion of the Specifications or Drawings related to that trade or contract. Such requirements may, however, be described in other sections of the Contract Documents. Contractors will be held responsible for having carefully examined all drawings and read all divisions of the specifications and all contract documents to avoid omissions or duplications and to ensure a complete job.
- D. Each Contractor is deemed to be fully informed about conditions relating to the construction of the Project and the employment of labor thereon by execution of the Contract. The Contractor will not be relieved of its obligation to furnish all material and labor necessary to carry out the provisions of the Contract.
- E. Any claim by the Contractor of an inability to meet any requirement set forth on the Contract Documents, or that any requirement of these documents is impractical or unreasonable, will not be recognized, unless the claim was made at the time the Contractor's proposal was submitted, and specific provision is made for such claim in the Contract.
- F. Unless otherwise specified, the Contractor shall supply all labor, supervision, materials, transportation, apparatus, fuel, energy and tools, necessary for the entire and proper completion of the Work. It shall perform all Work herein described in a workmanlike manner in accordance with the Contract Documents and shall provide everything properly incidental thereto as shown on the drawings, stated in the specifications or reasonably implied therefrom.
- G. Each Contractor shall be responsible for its own Work and every part thereof, and all Work of every description used in connection therewith. It shall specifically and distinctly assume all risks of damage or injury from whatever cause to property or persons used or employee on or in connection with his Work, and undertake and promise to indemnify, defend and hold harmless the Owner, Architect and Construction Manager against all claims rising out and or on account of any such damage or injury.
- H. Each Contractor shall be held responsible for the execution of a satisfactory and complete piece of Work in accordance with the true intent of the drawings and specifications. It shall



provide without extra charge all incidental items required as a part of its Work, even though not particularly specified or indicated. If it has good reason for objecting to the use of any material, application or method of construction as shown or specified, it shall make report of such objection to the Construction Manager and obtain proper adjustment before the Contract is executed.

- I. Should any material or workmanship be found defective or in any way contrary to the Contract, it may be rejected by the Owner regardless of its state of completion and same must be remedied or removed by the Contractor at no additional cost or expense to Owner.

01010.3 WORK BY OTHERS

- A. Work on the Project which is excluded from this Contract is as follows:
 - 1. Materials testing
 - 2. Asbestos abatement

01010.4 WORK SEQUENCE

- A. Construct Work in stages to accommodate the Owner's use of the premises during the construction period, as applicable. The Construction Manager shall (1) coordinate detailed sequencing and scheduling with the Owner, and (2) provide overall scheduling and coordination for the entire project. All Bidders shall acknowledge the Construction Manager's right to establish and set up, or subsequently modify, the sequencing and scheduling of all work for the earliest possible completion and benefit to the Owner.
- B. Initial sequencing and scheduling detail is provided in the Construction Manager's Preliminary Project Schedule that is included at the end of these General Requirements/bound with the drawings. This schedule represents the general order and time frames for work to be followed by the Construction Manager. Bidders are to assume that their Work will be coordinated in a manner consistent with industry practice and the efficient coordination of all trades and that are to recognize that the sequence and pace of their work may be dictated by other trades.
 - 1. Calendar dates associated with the completion of work of any particular contract are not assured.
 - 2. All Bidders recognize and will accept modifications to the schedule which, in the opinion of the Construction Manager, are reasonable for the general interest of the Project as a result of allowable time extensions (formally or informally approved) in any contract, and that such modifications are inherent to the construction process and shall not qualify as a basis for extra compensation from the Owner.
 - 3. The Bidder, in submitting a proposal for a particular bid category, agrees to commit the necessary resources to complete the Work activities of the bid category within a period of time not longer than the planned duration. Work included in a bid category, but not specifically defined by a work activity, is to be accomplished in a reasonable manner in conjunction with other work of the bid category, and in such a way as to avoid complication of or to delay the work of other bid categories.

- 01010.5 **CONTRACTOR USE OF PREMISES**
- A. Each Contractor shall limit its use of the premises for Work and for storage related specifically to the Work, to allow for Work by other Contractors.
 - B. Use of the premises will be coordinated by the Construction Manager.
 - C. Each Contractor shall assume complete responsibility for the protection and safekeeping of their products stored on site.
 - D. Each Contractor shall move its stored products, which interfere with operation of the Owner or separate Contractor as directed by Construction Manager.
 - E. Each Contractor shall obtain and pay for the use of additional storage or Work areas if needed for operations.
- 01010.6 **PARTIAL OWNER OCCUPANCY**
- A. Each Contractor shall schedule his operations for completion of portions of the Work, as designated in Schedule for the Owner's occupancy prior to substantial completion of the entire work.
 - B. Each Contractor shall execute Certificate of Substantial Completion for portions of the work prior to Owner occupancy.
 - (1) After Owner's occupancy, each Contractor shall allow:
 - (a) Access for Owner's personnel
 - (b) Access for receiving of Owner's equipment and furnishings
 - (c) Operation of the HVAC and electrical systems
 - (2) Upon occupancy, the Owner will provide:
 - (a) Operation of the HVAC and electrical systems
 - (b) Adjustment of insurance coverage in accordance with General Conditions Article 11, Item 11.3.9.
- 01040 **PROJECT COORDINATION**
- 01040.1 **GENERAL**
- A. It shall be the responsibility of the Construction Manager to coordinate and expedite all phases of construction. All separate Contractors shall fully cooperate with the Construction Manager.
 - B. Contractors shall assist the Construction Manager in coordinating, scheduling and timing of construction activities to ensure orderly progress of the Work.
 - C. Temporary Omission of Work. If any materials and finish are of such nature that it is necessary to temporarily omit certain portions of Work in order to make final installation, the Contractor whose Work is involved shall omit such parts of this Work or finishes as are necessary until other said Work and/or materials have been installed and shall then return and install such omitted parts of its Work as part of this contract and without additional cost or expense to the Owner.
 - D. Equipment and Furnishings
 - (1) Copies of equipment specifications and drawings shall be made available to the Construction Manager for determining the amount of Work to be done as described herein.
 - (2) Each Contractor shall receive, inventory, store, and when spaces are acceptable, shall set equipment in the rooms for which it is intended.
 - (a) Arrangements shall be made by Contractor to obtain storage space for equipment and furnishings. This space shall be available to him on or

before date of delivery and shall be at his disposal until all of the equipment is moved to the building.

- (b) Contractor shall provide the Construction Manager with the name and address of the storage facility, and obtain insurance coverage protecting all stored equipment from loss or damage.
 - (c) Contractor shall be responsible for receiving, unloading, and placing into storage all items of equipment shipped by the equipment suppliers.
 - (d) Contractor shall inspect bills of lading for all items of equipment received, shall inspect all equipment, and shall immediately notify the shipping company and the supplier of items damaged or missing. The Construction Manager should be notified of any damaged or missing items.
 - (e) When the Construction Manager determines that rooms are ready for installation or placing of equipment, the required equipment shall be set in place. Equipment transported from the storage facility shall be insured against damage or loss by each Contractor. Each Contractor shall be responsible for receiving, unloading, and placing and installing equipment in the rooms designated for the specified items of equipment.
- (3) The Construction Manager shall cooperate with the supplier's installation personnel by providing unobstructed areas in which they may assemble and install equipment.
 - (4) The responsibilities of the Electrical and Mechanical Contractors shall be as follows, unless noted otherwise in Contract Documents:
 - (a) Final connections of equipment to building electrical and mechanical rough-ins will be made by the Electrical and Mechanical Contractor (interconnection between items of equipment will be done by the installing personnel, not by the Electrical or Mechanical Contractor). Equipment requiring only plug-in connections shall have outlets installed in accordance with the Contract Documents.

E. Each Separate Contractor shall

- (1) Within ten (10) days of receipt of Notice of Pending Award of Contract, submit to the Construction Manager a list of the Contractor's principle staff, including on-site superintendent. Coordinate the work of its employees and Sub-contractors.
- (2) Expedite its Work to assure compliance with schedules.
- (3) Coordinate its Work with that of other separate Contractors and Work by Owner. Contractor will prepare and submit coordination drawings wherever close and careful coordination is required.
- (4) Comply with directions and instructions of the Construction Manager.
- (5) Verify dimensions shown on the drawings and obtain all measurements required for proper execution of Work.
- (6) Place sleeves and inserts correctly for pipes, conduits and similar items required for its Work, in forms, walls, partitions, and floors. All said Work shall be done in cooperation with the affected Contractors. All items shall be placed in ample time so as not to delay concrete operations. Do not place sleeves so they pass through beams, girders, and similar construction, unless locations are approved by the Architect.
- (7) Each Contractor shall see that sleeves and inserts are kept in their proper positions and not displaced by the placing of concrete or other construction Work. The separate Contractors of the Mechanical and Electrical Work involved shall be responsible for inclusion of these items in the Work and shall advise the Construction Manager and Architect of all changes of sleeves and inserts locations.

- 01040.2 CONSTRUCTION ORGANIZATION AND START-UP
- A. Construction Manager shall establish on-site lines of authority and communications. Construction Manager will:
- (1) Conduct the pre-construction meetings.
 - (2) Conduct progress meetings.
 - (3) Establish procedures and lines of communication:
 - (a) Submittals
 - (b) Reports and records
 - (c) Recommendations
 - (d) Coordination drawings
 - (e) Schedules
 - (4) Contract Documents:
 - (a) Consult with Architect to obtain interpretation.
 - (b) Assist in resolution of questions or conflicts which may arise.
 - (c) Transmit written interpretations to other Contractors, and to other concerned parties.
 - (5) Assist in obtaining permits and approvals:
 - (a) Building permits and special permits required for permanent improvements or for temporary facilities.
 - (b) Verify that Contractors and Sub-Contractors have obtained permits for inspections and for temporary facilities.
 - (6) Control the use of the Site:
 - (a) Supervise field engineering and site layout.
 - (b) Allocate space for each Prime Contractor's use for field offices, sheds, and work and storage areas.
 - (c) Establish access, traffic and parking allocations and regulations.
 - (d) Monitor the use of the site during construction.
- 01040.3 CONSTRUCTION MANAGER'S DUTIES
- A. Construction Schedules
- (1) Prepare a detailed schedule of basic operations.
 - (2) Coordinate the schedules.
 - (a) Each Contractor shall prepare sub-schedules to comply with critical phases.
- B. Process Shop Drawings, Coordination Drawings, Product Data and Samples
- (1) Prior to submittal to Architect, Construction Manager will review for compliance with Contract Documents.
 - (2) After the shop drawings are reviewed the Construction Manager will submit to Architect for approval.
 - (3) If shop drawings are incomplete or unacceptable, Construction Manager will return them to Contractor, with comments and recommendations, for revising and to be resubmitted.
- C. Inspection and Testing
- (1) The Construction Manager will assist the Architect in inspecting the Work to assure that it is performed in accordance with requirements of Contract Documents.
 - (2) Coordinate Testing Laboratory Services:
- D. Monitor the Use of Temporary Utilities
- (1) Verify that adequate services are provided.
 - (2) Administer the use of Owner furnished utilities and facilities.
- E. Monitor Contractors' periodic cleaning; enforce compliance with Specifications.

- F. Provide Cost Control for the Project
 - (1) Revise and refine the approved estimate of construction cost periodically:
 - (a) Record actual costs, and estimates for uncompleted Work.
 - (b) Incorporate approved changes as they occur.
 - (c) Develop cash flow reports and projections.
 - (2) Maintain cost accounting records for authorized work performed under:
 - (a) Unit costs.
 - (b) Actual costs for labor and materials.
 - (c) Other basis requiring accounting records.
 - (3) Implement procedures for review and processing of contractors' applications for progress payments and for final payments.
- G. Maintain Reports and Records at Project Site, Available to Architect and Owner.
 - (1) Daily log of progress of Work of each Contractor.
 - (2) Records:
 - (a) Contract Documents.
 - (b) Materials and equipment records.
 - (c) Samples, Product Data and Shop Drawings
 - (d) Record Documents
 - (3) Maintain file of record documents.

01040.4 CONSTRUCTION MANAGER CLOSE-OUT DUTIES

- A. Coordinate Mechanical and Electrical Equipment Start-Up
- B. At completion of the Work of each Contract, conduct an inspection to assure that:
 - (1) Specified cleaning has been accomplished.
 - (2) Temporary facilities have been removed from the Site.
- C. Substantial Completion
 - (1) Conduct an inspection to confirm or supplement each Contractor's list of Work to be completed or corrected.
 - (2) Assist Architect in his inspection.
 - (3) Supervise the correction and completion of Work as established in the Certificate of Substantial Completion.
- D. When Owner occupies a portion of the Project Site prior to final completion, administer the established responsibilities of the Contractors and the Owner.
- E. Final Completion
 - (1) When each Contractor determines that Work is complete, assist the Architect in his inspection to verify completion of the Work.
- F. Administration of Contract Closeout
 - (1) Receive and review Contractors' final submittals.
 - (2) Transmit final submittals to Architect.
 - (3) Review all close out documentation required under Contract Documents.

01045 CUTTING AND PATCHING NEW WORK

- A. Each Contractor whose Work requires it, shall be responsible for all cutting, fitting and patching, including excavation and backfill, required to complete the Work in accordance with Contract Documents or to:
 - 1. Properly fit parts together or to receive Work of other Contractors.
 - 2. Uncover portions of the Work to provide for installation of ill-timed Work.
 - 3. Remove and replace defective Work.
 - 4. Remove and replace work not conforming to requirements of Contract Documents.

5. Provide routine penetrations of non-structural surfaces for installation of piping and electrical conduit.
- B. Preparation
- (1) Provide adequate temporary support as necessary to assure the structural value or integrity of the affected portion of the Work.
 - (2) Provide devices and methods to protect other portions of the Project from damage.
 - (3) Provide protection from the elements for that portion of the Project which may be exposed by cutting and patching work, and maintain excavations free from water.
- C. Performance
- (1) Execute cutting and demolition by methods which will prevent damage to other Work, and will provide proper surfaces to receive installation of repairs.
 - (2) Execute excavating and backfilling by methods which will prevent settlement or damage to other Work.
 - (3) Employ the original installer or fabricator to perform cutting and patching in accordance with Contract Documents for:
 - (a) Weather-exposed or moisture-resistant elements.
 - (b) Sight-exposed finished surfaces.
 - (4) Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finishes.
 - (5) Restore Work which has been cut or removed; install new products to provide completed Work in accordance with requirements of Contract Documents.
 - (6) Fit Work airtight to pipes, sleeves, ducts, conduit and other penetrations through surfaces.
 - (7) Maintain Fire Wall penetrations.
 - (8) Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes:
 - (a) For continuous surfaces, refinish to nearest intersection.
 - (b) For an assembly, refinish the entire unit.

01050 FIELD ENGINEERING

01050.1 GRADES, LINES, LEVELS

- A. Information pertaining to preliminary investigations, such as soil borings, location of utilities, existing structures and existing grades appear on the drawings. While such data has been collected with reasonable care, there is no expressed or implied guarantee that conditions so indicated are entirely representative of those actually existing or that unforeseen developments may not occur. Each Contractor must make its own interpretation on results of such investigation and shall satisfy itself as to materials to be excavated and materials upon which fill or other Work may be placed. Where underground services, utilities, structures, etc., are located on the drawings or given at the site, they are based on available records, but are not guaranteed to be complete or correct. They are merely given to assist each Contractor.
- B. Each Contractor shall immediately upon entering the Site for purpose of beginning Work, locate general reference points and take such action as is necessary to prevent their destruction. Each Contractor shall lay out its own Work and be responsible for all lines, elevations and measurements of the building, utilities and other Work executed by it under the Contract. It must exercise proper precaution to verify figures on the Drawings before laying out Work and will be held responsible for any error resulting from its failure to exercise such precaution.

- C. Using datum furnished by the Owner, the lot lines and present levels have been established as shown on the Construction Documents.
- D. The Construction Manager shall employ a registered land surveyor to lay out the building corners on the site and establish a main floor benchmark elevation.
- E. The Construction Manager shall make provision to preserve property line stakes, bench marks or datum point. If any are lost, displaced, or disturbed through neglect of any Contractor, or his agents or employees, the Contractor shall notify the Construction Manager at once and the Contractor shall be responsible for the cost of restoration.
- F. Each Contractor, as it applies to its Contract, shall verify grades, lines, levels, locations, and dimensions as shown on drawings and report any errors or inconsistencies to the Construction Manager before commencing Work. Starting of Work by the Contractor shall signify its acceptance to the condition of the Site.

01095 REFERENCE STANDARDS AND DEFINITIONS

01095.1 ABBREVIATIONS AND TRADE NAMES

- A. Trade associations names and titles are frequently abbreviated. Where acronyms or abbreviations are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards generating organization, authority having jurisdiction, or other entity applicable to the text provision. Refer to the "Encyclopedia of Associations" published by the Gale Research Co., found at most libraries.

01095.6 EQUAL OPPORTUNITY FOR EMPLOYMENT (MICHIGAN)

- A. Each Contractor will comply with all applicable provisions of the Federal Civil Rights Act and the Michigan Fair Employment Practices Act, and the violation of either shall be cause for cancellation of this contract.
- B. Each Contractor, in accordance with the Michigan Fair Employment Practices Act, to the extent such act is applicable, shall not discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to the hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because race, color, religion, national origin or ancestry (or age or sex, except where based on a bona fide occupational qualification). Contractor shall not maintain or provide for his employees any segregated facilities.

01200 PROJECT MEETINGS

01200.1 PRE-BID MEETINGS (Conducted by the Construction Manager, scheduled as indicated in Instruction to Bidders.)

- A. Introduction of Owner, Architect, and Construction Manager
- B. Agenda may include the following:
 - (1) Safety to Persons and Property
 - (2) Bonding Requirements
 - (3) Prevailing Wages
 - (4) Monthly Invoice Requirements
 - (5) Insurance Requirements
 - (6) Testing, Permits, and Inspection Requirements
 - (7) Clean Up
 - (8) Temporary Utilities and Services
 - (9) Lay Out of Project
 - (10) Alternates
 - (11) Addendum Items

- (12) Bid Packages
- (13) Schedule
- (14) Bid Forms
- (15) Bid Date
- (16) Shop Drawing Procedures
- (17) Correspondence
- (18) Questions and Answers

01200.2 PRE-CONSTRUCTION MEETING (Conducted by Construction Manager)

A. Attendance

- (1) Owner's Representative.
- (2) Architect and consultants.
- (3) Construction Manager, including Field Superintendent, General Superintendent and Project Coordinator.
- (4) Contractor's Superintendent(s).
- (5) Major Sub-contractors
- (6) Major suppliers.
- (7) Others as appropriate.

B. Agenda may include the following:

- (1) Distribution and discussions of:
 - (a) List of major sub-contractors and suppliers
 - (b) Project construction schedules
- (2) Critical Work sequencing.
- (3) Major equipment deliveries and priorities.
 - (a) Indicate request for color charts for materials requiring color selection.
- (4) Project Coordination.
 - (a) Designation of responsible personnel.
 - (b) Establish proper lines of communication
- (5) Procedures and processing of:
 - (a) Field decisions.
 - (b) Proposal requests.
 - (c) Submittals.
 - (d) Change Orders.
 - (e) Applications for Payment.
- (6) Procedures for maintaining Record Documents.
- (7) Use of premises:
 - (a) Use of site during construction
 - (b) Office, work and storage areas.
 - (c) Owner's requirements.
- (8) Temporary utilities.
- (9) Security procedures.
- (10) Housekeeping procedures.
- (11) Quality and work standards

01200.3 PROGRESS MEETINGS

- A. The Construction Manager shall represent the Owner and conduct a job progress meeting on the Site every two weeks. The Construction Manager will confer with the Owner, Architect and Contractors at the pre-construction meeting to schedule regular time and day of the week to conduct such meetings.

- B. The Construction Manager, as a representative of the Owner, shall preside at these meetings and record the minutes of the meeting. Typed minutes shall be sent to the Owner, Architect, and each Contractor, and one (1) copy shall be on file at the Project Site. Each meeting shall, at the discretion of the Construction Manager, include as a minimum the following information.
- (1) Date, time and place of meeting.
 - (2) Name, title and company affiliation of each participant.
 - (3) Discussion of Contractors' construction progress of each trade since last meeting.
 - (4) Contractor's schedule of Work proposed before next meeting.
 - (5) Review of Contractor's schedule relative to current construction progress.
 - (6) Coordination problems and methods of resolving same.
 - (7) Information required from the Owner for the timely execution of the work.
 - (8) Specific directions by the Contractor to his subcontractors relative to the execution of the work.
- C. Each Contractor and his Subcontractors currently working on the project shall be represented at these meetings. Decisions rendered and instructions given during these meetings shall be binding on the Contractor and on his Subcontractors.

01300 SUBMITTALS (All submittals shall be made to the Construction Manager)

01300.1 CONSTRUCTION SCHEDULES

- A. The Construction Manager has included a preliminary construction schedule at the end of this Division. Within ten (10) days of Notice of Pending Award of Contract the Contractor shall submit the following forms which will be distributed by the Construction Manager with the Notice of Pending Award:
1. Shop Drawing - Item Delivery Schedule
 2. Manpower Requirements
 3. A list of critical phasing requirements as it relates to other trades
 4. Schedule concerns
- B. The Construction Manager will finalize the Construction Schedule based upon Contractor's input without altering the original completion dates shown on the preliminary schedule.
- C. The Construction Manager will periodically update the construction schedule. It is each Contractor's responsibility to maintain the schedule as it relates to their work.

01300.2 SHOP DRAWINGS, PRODUCT DATA, SAMPLES

- A. All submittals shall be clearly identified with project name and location, and Contractor's name. The Construction Manager shall indicate its review by means of his stamp, with his initials and date of review, prior to submitting to the Architect for review.
- B. Shop drawing details shall be identified by reference to sheet and detail, schedule of room or door numbers shown on Contract Documents.
- C. Product data copies shall be clearly marked to identify pertinent products, models, or part numbers; shall show performance characteristics and capacities, dimensions and clearances required, and during or piping diagrams and controls.
- D. Samples shall be of sufficient size and quantity to clearly illustrate functional characteristics of the product with related parts and attachment devices, showing full range of color, texture and pattern.
- E. Shop drawing submissions unless otherwise noted, shall be electronically transmitted.
- F. Product data submissions, unless otherwise noted or otherwise instructed at the pre-construction meeting, shall be electronically transmitted.

- G. Sample submissions, unless otherwise noted or otherwise instructed, shall consist of three (3) physical samples.
- H. Each Contractor shall submit a list of dates for the proposed shop drawings delivery schedules for the Construction Manager's review within ten (10) days of Notice of Pending Award.
- I. Allow three (3) weeks for initial review. Allow additional time if further review is required with other disciplines.
- J. It is the Contractor's sole responsibility to submit shop drawings, coordination drawings, product data and samples in a timely fashion for review and approval, including resubmittals if necessary. No time extensions will be allowed for failure to submit these items.

01400

QUALITY CONTROL

01400.1

TESTING LABORATORY SERVICES

- A. The Owner, through the Construction Manager will select, employ, and pay an independent testing laboratory to perform specified and/or required services.
- B. Related requirements specified elsewhere:
 - (1) Testing and inspections required by laws, ordinances, etc., as required by the General Conditions.
 - (2) Tests and standards as may be required by subsequent specification sections.
 - (3) Testing, adjusting and balancing of equipment.
- C. Testing, inspection, and/or sampling which may be required for the Project and may be obtained by the Owner include the following:
 - (1) Soils Compaction Control.
 - (2) Bituminous surfacing or asphaltic concrete.
 - (3) Concrete.
 - (4) Masonry blocks.
 - (5) Masonry mortar and/or grout.
 - (6) Lightweight insulating decks.
 - (7) Steel, structural welding.
 - (8) Fireproofing.
 - (9) Built-up roofing.
 - (10) Electrical: Buss ducts and ground fault.
 - (11) Mechanical: HVAC units acceptance tests.

(The above list is not intended as a complete list and does not relieve each Contractor from responsibility for providing his Work in accordance with the Contract Documents, completely.)
- D. Contractor's Responsibilities
 - (1) Each Contractor shall cooperate with laboratory personnel, provide access to Work, and to manufacturer's or supplier's operations.
 - (2) Each Contractor shall provide to laboratory preliminary representative samples of materials to be tested, in required quantities.
 - (3) Each Contractor shall furnish casual labor and facilities:
 - (a) To provide access to work to be tested.
 - (b) To facilitate inspections and tests.
 - (c) For laboratory's exclusive use for storage and curing of test samples.
 - (4) Each Contractor shall notify Construction Manager and laboratory at least twenty-four (24) hours in advance of operations to allow for his assignment of personnel and scheduling of tests.

- (5) Each Contractor shall employ, and pay for, services of a separate, equally qualified, Independent Testing Laboratory to perform additional inspections, sampling and testing required:
 - (a) For Contractor's convenience.
 - (b) When initial tests indicate work does not comply with Contract Documents.
- E. Laboratory Qualifications
 - (1) Laboratory shall meet "Recommended Requirements for Independent Laboratory Qualifications", latest edition, published by the American Council of Independent Laboratories.
 - (2) Meet approval of requirements for project time schedule and particular Project demands, including available personnel.
- F. Laboratory Duties and Limitations of Authority
 - (1) Cooperate with Construction Manager and Contractor's; provide qualified personnel promptly on 24 hour notice.
 - (2) Perform specified inspections, sampling and testing of materials and methods to establish degree of compliance with Contract Documents.
 - (3) Promptly notify Construction Manager and Contractor of irregularities or deficiencies of work, which are observed during performance of services.
- G. The laboratory shall promptly submit five (5) copies of tests and/or inspections to the Construction Manager including:
 - (1) Date issued.
 - (2) Project title and number.
 - (3) Testing laboratory name and address.
 - (4) Name and signature of Inspector.
 - (5) Date of inspection or sampling.
 - (6) Record of temperature and weather.
 - (7) Date of test.
 - (8) Identification of product and specification section.
 - (9) Type of inspection or test.
 - (10) Observations regarding compliance with Contract Documents.

01500

TEMPORARY UTILITIES

- A. Each Contractor, or other Sub-contractor shall furnish and install temporary service to its own temporary office.
- B. The Electrical Contractor shall provide, install and maintain a 200A, 120/240V-1Ph temporary service, and provide, install and maintain temporary wiring in all areas of new construction. Existing building service may be used to the extent possible until new construction would require removal of existing electrical service.
 - (1) Provide at minimum, a main panel on each level of the building to allow for 240v lighting and other distribution as noted below.
 - (2) For general use of power hand tools and task lighting, provide temporary 4-gang ground fault outlets at each floor level, spaced so that each area of work can be reached with a 100 foot extension cord. Provide separate, 120V, 20 amp circuit for each 4-gang outlet (4 outlets per circuit).
 - (3) For general temporary lighting in construction areas, provide as per MIOSHA requirements but not less than (1) 200 watt incandescent lamp per 1000 square foot of floor area, uniformly distributed, or provide equivalent illumination of a similar nature. Provide not less than 100 watt incandescent lamps in corridors and similar

- traffic-ways, spaced not more than 50 feet apart, except provide (1) lamp at each stairway or ladder landing.
- (4) Temporary lighting system shall be circuited and controlled so that the lighting level in each portion or floor of the building can be reduced to provide security lighting during non-working hours and on weekends and holidays. The level of lighting for security purposes shall be in accordance with all federal, state and local regulations. The control of the temporary lighting will be such that the lighting is turned on at the beginning of each workday and the normal working lighting is reduced to the security lighting level at the end of each workday.
 - (5) Any special voltage requirements for construction equipment shall be furnished and paid for by the Contractor requiring same
- E. Contractors and their Sub-contractors requiring 120 volt, localized lighting and simple phase power shall furnish their own extension cords and lamps. The Electrical Contractor shall furnish wiring and lamps for general temporary lighting and power distribution only.
 - F. Contractors and their Sub-contractors shall be allowed to use the service provided for general temporary lighting and fractional horsepower hand tools at no cost to them.
 - G. Contractors and their Sub-contractors shall compensate the Electrical Contractor for wiring of construction equipment, which requires circuits larger than 20 amp., 120 volt, single phase. Arrangements shall be made with Electrical Contractor before this type of equipment is used.
 - H. Contractors and their Sub-contractors requiring lighting or other electrical service outside of the building, other than for temporary offices, shall pay for the installation and removal of service, maintenance charges, and energy consumed.
 - I. Contractors and their Sub-contractors requiring services for construction equipment and testing in excess of the capacity of the temporary construction service shall make their own arrangements and pay all costs.
 - J. The Electrical Contractor shall expedite the Work under its contract to install and connect the permanent wiring system and panels to permanent heating and ventilating equipment in time to test and operate as temporary heat when the building has been enclosed. Permanent wiring and connections may be used at permanent equipment. However, the use of the permanent system during construction shall in no way affect any part of the guarantee period. If the permanent wiring system is not available for connection to permanent heating and ventilating equipment, the Electrical Contractor shall provide all wiring to connect this equipment to the temporary electrical system.
 - K. After completion of the permanent electrical system and building wiring by the Electrical Contractor, permanent receptacles may be used during finishing work, except this wiring shall not be used for motors larger than 1/2 HP, or for welding equipment. Power for larger motors and welding equipment shall be provided by special circuits to mains of electrical panels at the expense of Contractors requiring them, provided that special permission is obtained from the Architect and the installation is made by the Electrical Contractor.
 - L. After the permanent lighting fixtures are installed and connected to the permanent distribution system, they shall be lamped and used for construction lighting. All burned out lamps shall be replaced by the Electrical Contractor at the time of substantial completion of the project.
 - N. Cost of temporary electrical energy shall be provided by the Owner.



01500.5 TEMPORARY FIRST AID FACILITIES
 A. Each Contractor or Sub-contractor shall provide first aid facilities as required by Federal, State, or Local Safety Regulations.

01500.6 TEMPORARY FIRE PROTECTION
 A. Each Contractor shall provide, maintain and have readily accessible, approved type extinguishers when working adjacent to hazardous areas such as painting or welding, or when torches or open flames for heating or cutting. All personnel working on the project shall be familiarized with the locations and operation of fire extinguishers.

01500.7 WATER CONTROL
 A. All pumping necessary to keep excavations and trenches free from water during the entire progress of this work, from a point five (5) feet outside of building proper, shall be the responsibility of the Contractor who is responsible for said excavations and trenches. Do not discharge water on adjoining property.

01500.8 DEBRIS CONTROL
 A. The Construction Manager will provide dumpsters for general refuse. Major demolition items, masonry, concrete, hazardous materials (including paint products), and earthwork items will not be allowed to be disposed of in these dumpsters.
 B. It shall be the duty of each Contractor to keep the premises free of accumulations of surplus materials and rubbish collection location on the site on a daily basis. If the Contractor fails to clean up within 24 hours after directed by Construction Manager, the debris will be removed and the cost thereof shall be charged to the Contractor.
 C. Every Friday morning between 8:00 AM until 10:00 AM there will be a mandatory clean up. All contractors that are on site are required to participate in the clean up. Each Contractor shall perform an overall cleanup of the entire site, including a broom cleaning of all appropriate surfaces, clean up can also occur more often depending on site conditions. The number of people required to clean up for each contractor is determined by the table below.

	<u>Crew Size</u>	<u>Required Number of People</u>
	1 to 5 people	1-2 person
	6 to 10 people	2-3 people
	11 to 15 people	3-4 people
	16 to 20 people	4-5 people
	21 to 30 people	5-6 people
	31 to 40 people	6-7 people
D.	41 or more people	7-8 people

Burning of rubbish on site will not be permitted.
 E. Rubbish shall not be thrown through window openings or from any great heights, but shall be conducted to ground by means of approved chutes or other means of controlled conveyance.

- 01500.11 TEMPORARY STORAGE AND SHOP FACILITIES
- A. Each Contractor shall provide their own protection against the elements for suitable storage of their materials or equipment delivered to the site. Each Contractor requiring on-site storage or shop facilities shall provide his own sheds, trailers or other structures located as directed by the Construction Manager.
 - B. All storage facilities shall be removed from the Site when no longer required. Any spaces in the project building used for storage of materials or as shop space shall be completely cleaned and restored to a new condition prior to final inspection. Any space required to be vacated for following trades, tenant work, or Owner operations shall likewise be cleaned and restored.
- 01500.12 PROTECTION OF PERSONS AND PROPERTY
- Each Contractor shall be responsible for providing the following for their portion of the Work:
- A. Barricade open excavations and post with warning lights for the safety of persons. Operate warning lights during hours from dusk to dawn each day.
 - B. Protect structures, utilities, sidewalks, pavements and other facilities immediately adjacent to excavations from damages caused by settlement, lateral movement, and undermining, washout and other hazards.
 - C. Take precautions and provide necessary bracing and shoring to guard against movement or settlement of existing improvements or new construction. The Contractor is entirely responsible for the strength and adequacy of bracing and shoring, and for the safety and support of construction and for damage or injury caused by the lack thereof or by movement or settlement.
- 01500.13 SPECIAL SCHOOL CONSTRUCTION POLICIES
- A. There will be no Radios, Boom Boxes, CD Players, or similar items allowed on the jobsite. Failure to comply can result in the removal from site.
 - B. There will be no smoking or tobacco allowed on school grounds. Failure to comply can result in the removal from site.
- 01600 MATERIAL AND EQUIPMENT
- 01600.1 MANUFACTURER'S INSTRUCTIONS
- A. When Contract Documents require that installation of Work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including two copies to Construction Manager.
 - (1) Maintain one set of complete instructions at the job site during installation and until completion.
 - B. Handle, install, connect, clean, condition and adjust products in strict accord with such instructions and in conformity with specified requirements.
 - (1) Should job conditions or Specifications conflict with manufacturer's instructions, consult with Construction Manager for further instructions.
 - (2) Do not proceed with Work without clear instructions.
 - C. Perform Work in accord with Manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.
- 01600.2 TRANSPORTATION AND HANDLING
- A. Arrange deliveries of products in accord with Construction Schedules, coordinate to avoid conflict with work and conditions at the site.



1. Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
 2. Immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals, and that products are properly protected and undamaged.
- B. Provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.

01600.3 STORAGE AND PROTECTION

- A. All cement, caulking materials, paint materials, lime, plaster, adhesives for resilient floors, acoustical materials, and all similar materials shall be delivered and stored on the job or at off-site storage locations in original sealed containers, unopened, with seals unbroken and with labels plainly indicating manufacturer's name, brand, type and grade of materials are unacceptable and shall be immediately removed from the premises. Store all the above mentioned materials above ground and protected from dampness, weather, and other damage. Materials suitably stored off-site shall be bonded to protect Owner's title to materials.
- B. Materials such as reinforcing steel, wood, steel, masonry, piping, roofing, insulation, gypsum board, etc. shall not be stored directly on the ground.
- C. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.
- D. Special care shall be exercised to assure that danger to persons or damage to property is avoided by handling or storage of materials which are volatile or toxic.
- E. In addition to the requirements of the General Conditions, Supplementary Conditions, and other Specification Sections, the following special requirements for protection of the new work shall apply:
- (1) Each Contractor shall at all times protect all Work from damage by rain water, spring water, ground water, backing up of drains, or sewers, and all other water that may or could be admitted to any Work. He shall provide all pumps, other equipment and closures to provide this protection. He shall do all pumping necessary to keep the work free of water.
 - (2) Each Contractor shall be responsible for closing any of his openings in wall or roof which would admit water to the building.
 - (3) Each Contractor shall provide protection to their Work against weather, floods, rain, wind, storms, frost, cold, or heat so as to maintain all work materials, apparatus and fixtures free from injury and damage.
 - (4) After roofing is installed all Work on the roof shall be done over planking or other substantial protection to spread construction loads and to isolate traffic from the roof surface. Each Contractor shall provide his own protection when working on the roof.

01700 CONTRACT CLOSE OUT

01700.1 SUBSTANTIAL COMPLETION

- A. Before Contractor requests inspection for certification of substantial completion, complete the following:
1. Complete all Work within the area to be inspected.
 2. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; including occupancy permits, operating certificates and similar releases.



3. Make change over of permanent locks and transmit keys to the Owner. Advise the Owner's personnel of change over in security provisions.
 4. Deliver tools, spare parts, extra stock, and similar items.
 5. Complete start-up and testing of systems and provide instructions to the Owner's operating and maintenance personnel. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups and similar elements not needed for final completion.
 6. Complete final clean-up requirements as directed by Construction Manager, including touch-up and otherwise repair and restore marred exposed surfaces.
- B. Inspection by the Architect will proceed upon receipt of a request for inspection. The Architect will either proceed with the inspection or advise the Contractor on unfilled requirements. Upon inspection the Architect will prepare the Certificate of Substantial Completion. The following items must be completed before final acceptance and final Payment is made:
1. All Work and Punch List items must be completed.
 2. Final Application for Payment must be submitted and approved for payment.
 3. All guarantees and warranties must be submitted.
 4. Final waiver of lien and sworn statements must be submitted with Application for Payment.
 5. Record drawings, maintenance manuals, and similar record documentation must be submitted.
 6. All items of Work for Contractor must be approved by regulatory agencies such as, but not limited to, the State Fire Marshall, Health Department, Mechanical Inspector and Electrical Inspector.
 7. Submit a copy of the Architect's final punch list signed by Contractor's representative, stating that each item has been completed or otherwise resolved for acceptance.
 8. Consent of surety to final payment must be submitted.

01700.2 CLEANING

- A. The Construction Manager will schedule final cleaning at the completion of the Project.
- B. Each Contractor is responsible for expediting the cleaning, washing, waxing, and polishing required within the technical sections of the Specifications governing work under his contract. In addition, each Contractor shall perform final cleaning of the entire project to remove all foreign matter, spots, soil and construction dust, so as to put the project in a complete and finished condition ready for acceptance and use intended. He shall remove all marks, stains, fingerprints, and other soil or dirt from all painted, enameled or varnished work and all other exposed finished surfaces.
- C. Painting Contractor, at the completion of other trades, shall be responsible to touch-up and restore all damaged paint or wallpaper surfaces.
- D. The Glazing Contractor shall remove all excess glazing compound and sealant, stains and paint from all glass, and wash and polish glass. Take care not to scratch glass. The Glazing Contractor will replace all damaged, broken, or scratched glass. Cost of glass replacement shall be borne by the party who caused the damage. This work is included as part of the cleanup requirements.
- E. Each Contractor shall similarly perform at such time an equivalent thorough cleaning of work and equipment provided under their contracts.
- F. If damage cannot be attributed to a specific party, the cost shall be prorated between all Contractors as their interests or exposure may occur.



- 01700.3 OPERATING AND MAINTENANCE DATA
- A. Each Contractor shall provide two (2) duplicate sets covering each and every item of equipment and device furnished or erected by him. This shall consist of the following:
 - (1) Catalogue data or literature.
 - (2) Manufacturer's operating instructions.
 - (3) Manufacturer's maintenance instructions.
 - (4) Installation instructions.
 - (5) Index of Sub-contractors, including their addresses and phone numbers.
 - B. In each of these, the correct model number and the data for the model number shall be checked off in ink where the literature covers more than one model number. For items assembled by Contractor for special functions, Contractor shall write up and provide duplicate operating and maintenance instructions.
 - C. Material shall be suitably organized, indexed, bound and delivered to the Construction Manager.
- 01700.4 WARRANTIES AND BONDS
- A. Each Contractor shall provide specified warranties and bonds, signed and co-signed where applicable in accordance with Contract Documents. Assemble duplicate copies, indexed and neatly bound into binders, and deliver to the Architect.
- 01700.5 SPARE PARTS AND MAINTENANCE MATERIALS
- A. Each Contractor shall retain all loose and small detachable parts of the apparatus and equipment furnished under his contract, as well as keys and tools required for maintenance, until the completion of the work. Each Contractor shall then turn same over to the Owner, or his representative designated to receive them and obtain from him an itemized receipt thereof in triplicate. He shall retain one copy of this receipt for finally payment for the work.

END OF GENERAL REQUIREMENTS



300 Ionia NW, Grand Rapids, MI

Portage Nothern Middle School Construction Schedule 5/30/2018

ID	Task Name	Duration	Start	Finish	3rd Quarter				
					May	Jun	Jul	Aug	Sep
1	Preconstruction	40 days	Wed 2/22/17	Tue 4/18/17					
2	Bid	15 days	Wed 2/22/17	Tue 3/14/17					
3	Post bid and review	10 days	Wed 3/15/17	Tue 3/28/17					
4	Award	2 days	Mon 4/17/17	Tue 4/18/17					
5	2019 Sitework	70 days	Thu 6/13/19	Wed 9/18/19					
6	Last Day of School 2019	1 day	Thu 6/13/19	Thu 6/13/19					
7	Owner Move Out	5 days	Fri 6/14/19	Thu 6/20/19					
8	Demo Critical (Red) Existing Middle School	3 wks	Fri 6/21/19	Thu 7/11/19					
9	Demo Existing Middle School	4 wks	Fri 7/12/19	Thu 8/8/19					
10	Site Demo/Grading	5 days	Fri 7/12/19	Thu 7/18/19					
11	Underground Utilities	10 days	Fri 7/19/19	Thu 8/1/19					
12	Curb & Gutter	8 days	Fri 8/2/19	Tue 8/13/19					
13	Asphalt	3 days	Wed 8/14/19	Fri 8/16/19					
14	Sidewalk	10 days	Mon 8/19/19	Fri 8/30/19					
15	Landscaping	5 days	Mon 9/2/19	Fri 9/6/19					
16	Seeding	3 days	Mon 9/9/19	Wed 9/11/19					
17	Worklist/Inspections	5 days	Mon 8/19/19	Fri 8/23/19					
18	Punch List	5 days	Thu 9/12/19	Wed 9/18/19					



Portage Northern
Tennis Courts

Portage North
Middle School

Staging

Portage North
Middle School Drama...

Truck Route

Curious Kids
Childcare/Preschool

Charisma &
Associates Hair Salon

Frederick J. Taylor
Law Offices

Chicago Title

Angela Salon

W Milham Ave

W Milham Ave

W Milham Ave

Idaho Ave

Oregon Ave

Utah Ave

Utah Ave

Utah Ave

Utah Ave

Utah Ave

Monticello Ave

Monticello Ave

Monticello Ave

W Milham Ave

SECTION 02 41 16 - STRUCTURE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Demolition and removal of buildings and site improvements.
2. Removing below-grade construction.
3. Disconnecting, capping or sealing, and removing site utilities.

1.2 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged.

1.3 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.4 PREINSTALLATION MEETINGS

- A. Predemolition Conference: Conduct conference at Project site.
1. Inspect and discuss condition of construction to be demolished.
 2. Review structural load limitations of existing structures.
 3. Review and finalize building demolition schedule and verify availability of demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 4. Review and finalize protection requirements.
 5. Review procedures for dust control.
 6. Review procedures for protection of adjacent buildings.

1.5 INFORMATIONAL SUBMITTALS

- A. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection and dust control. Indicate proposed locations and construction of barriers.
1. Adjacent Buildings: Detail special measures proposed to protect adjacent buildings to remain including means of egress from those buildings.
- B. Schedule of Building Demolition Activities: Indicate the following:
1. Detailed sequence of demolition work, with starting and ending dates for each activity.
 2. Temporary interruption of utility services.
 3. Shutoff and capping or re-routing of utility services.

- C. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

1.6 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.

1.7 FIELD CONDITIONS

- A. Buildings to be demolished will be vacated and their use discontinued before start of the Work.
- B. Buildings immediately adjacent to demolition area will be occupied. Conduct building demolition so operations of occupied buildings will not be disrupted.
 - 1. Provide not less than 72 hours' notice of activities that will affect operations of adjacent occupied buildings.
 - 2. Maintain access to existing walkways, exits, and other facilities used by occupants of adjacent buildings.
 - a. Do not close or obstruct walkways, exits, or other facilities used by occupants of adjacent buildings without written permission from authorities having jurisdiction.
- C. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 - 1. Hazardous materials will be removed by Owner before start of the Work.
 - 2. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- E. On-site storage or sale of removed items or materials is not permitted.

1.8 COORDINATION

- A. Arrange demolition schedule so as not to interfere with Owner's on-site operations or operations of adjacent occupied buildings.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting demolition operations.
- B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- C. Verify that hazardous materials have been remediated before proceeding with building demolition operations.

3.2 PREPARATION

- A. Refrigerant: Before starting demolition, remove refrigerant from mechanical equipment according to 40 CFR 82 and regulations of authorities having jurisdiction.

3.3 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Utilities to be Disconnected: Locate, identify, disconnect, and seal or cap off utilities serving buildings and structures to be demolished.
 - 1. Arrange to shut off utilities with utility companies.
 - 2. If removal, relocation, or abandonment of utility services will affect adjacent occupied buildings, then provide temporary utilities that bypass buildings and structures to be demolished and that maintain continuity of service to other buildings and structures.
 - 3. Cut off pipe or conduit a minimum of 24 inches below grade. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing according to requirements of authorities having jurisdiction.
 - 4. Do not start demolition work until utility disconnecting and sealing have been completed and verified in writing.

3.4 PROTECTION

- A. Existing Facilities: Protect adjacent walkways, loading docks, building entries, and other building facilities during demolition operations. Maintain exits from existing buildings.
- B. Existing Utilities to Remain: Maintain utility services to remain and protect from damage during demolition operations.
 - 1. Do not interrupt existing utilities serving adjacent occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction.
 - 2. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and authorities having jurisdiction.
 - a. Provide at least 72 hours' notice to occupants of affected buildings if shutdown of service is required during changeover.
- C. Temporary Protection: Erect temporary protection where required by authorities having jurisdiction and as indicated.
 - 1. Protect adjacent buildings and facilities from damage due to demolition activities.
 - 2. Protect existing site improvements, appurtenances, and landscaping to remain.

3. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.
4. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
5. Provide protection to ensure safe passage of people around building demolition area and to and from occupied portions of adjacent buildings and structures.
6. Protect walls, windows, roofs, and other adjacent exterior construction that are to remain and that are exposed to building demolition operations.
7. Erect and maintain dustproof partitions and temporary enclosures to limit dust, noise, and dirt migration to occupied portions of adjacent buildings.

- D. Remove temporary barriers and protections where hazards no longer exist. Where open excavations or other hazardous conditions remain, leave temporary barriers and protections in place.

3.5 DEMOLITION, GENERAL

- A. General: Demolish indicated buildings and site improvements completely. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Do not use cutting torches until work area is cleared of flammable materials. Maintain portable fire-suppression devices during flame-cutting operations.
2. Maintain fire watch during and for at least one hour after flame-cutting operations.
3. Maintain adequate ventilation when using cutting torches.
4. Locate building demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

- B. Site Access and Temporary Controls: Conduct building demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed trafficways if required by authorities having jurisdiction.
2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.

- C. Explosives: Use of explosives is not permitted.

3.6 DEMOLITION BY MECHANICAL MEANS

- A. Below-Grade Construction: Demolish foundation walls and other below-grade construction.

1. Remove below-grade construction, including basements, foundation walls, and footings, completely.

- B. Existing Utilities: Demolish and remove existing utilities and below-grade utility structures as shown on the Drawings.

3.7 REPAIRS

- A. Promptly repair damage to adjacent buildings caused by demolition operations.

3.8 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Do not burn demolished materials.

3.9 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by building demolition operations. Return adjacent areas to condition existing before building demolition operations began.
 - 1. Clean roadways of debris caused by debris transport.

END OF SECTION 02 41 16