

PROJECT MANUAL

for

BOYNE FALLS PUBLIC SCHOOL

Flooring Replacement

PROJECT NO. 304-26A

June 5, 2026



ANTHONY P. ESSON
ARCHITECT

PO BOX 479

GAYLORD, MICHIGAN 49734

TELEPHONE:

(989) 732-0585

DOCUMENT 00 01 01

PROJECT TITLE PAGE

PROJECT NAME: BOYNE FALLS PUBLIC SCHOOL
Flooring Replacement

OWNER: Boyne Falls Public School District
PO Box 356; 01662 M-75 South
Boyne Falls, MI 49713
Contact: Cynthia Pineda, Superintendent
231/549-2211, ext. 30010
cpineda@boynefalls.org

ARCHITECT: Anthony Esson, Architect

Mailing Address:
P.O. Box 479
Gaylord, MI 49734

Shipping Address:
2111 Forester Drive
Frederic, MI 49733

Contact: Anthony P. Esson, Architect, LEED AP
989-350-1827
tony@anthonyessonarchitect.com

**CONSTRUCTION
MANAGER:** Sugar Construction, Inc.
2968 Venture Drive
Midland, MI 48640
Contact: Jerry Brown, Project Manager
989-631-4154
jerrybrown@sugarconstruction.com

DOCUMENT 00 01 10

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INVITATION TO BID

Project:

BOYNE FALLS PUBLIC SCHOOL
Flooring Replacement

Owner:

Boyne Falls Public School District
PO Box 356; 01662 M-75 South
Boyne Falls, MI 49713

Architect/Engineer:

Anthony P. Esson, Architect, PLLC
PO Box 479
Gaylord, MI 49734

Date: June 5, 2026

Boyne Falls Public School District will receive Bids for flooring replacement at the Boyne Falls Public School building located at 01662 M-75 South, Boyne Falls, MI 49713.

Sealed Bids may be delivered in person to Boyne Falls Public School District, c/o Cynthia Pineda, 01662 M-75 South, Boyne Falls, MI 49713. Bids must be received prior to 10:30 AM local time on June 30, 2026. Bids will be opened publically and read aloud immediately after the closure of the bidding period in the Commons area located in the School; 01662 M-75 South, Boyne Falls, MI 49713. The Owner will not consider or accept a bid received after the date and time specified for bid submission. Post Bid Interviews with the apparent low Bidder(s) will be scheduled following receipt of Bids. All Bids will be evaluated at a later date.

There will be a Pre-Bid Conference conducted by the Construction Manager, Owner, and Architect/Engineer at 1:00 PM local time, Wednesday, June 18, 2026. The meeting will convene in the Commons area of the School, 01662 M-75 South, Boyne Falls, MI 49713. The Pre-Bid Conference will consist of a brief informational meeting followed by an opportunity for Bidders to examine the Project site. Attendance is not mandatory but is strongly encouraged.

Bidding Documents will be available on or about June 8, 2026. Interested Bidders may view and download bidding documents at www.sugarconstruction.com/current-bids. Select Boyne Falls Public School Flooring Replacement. Questions regarding obtaining documents should be directed to the Construction Manager c/o Jerry Brown, 989-631-4154.

Each Bidder shall include with its Bid, a sworn and notarized statement disclosing any familial relationships that exist between the owner or any employee of the Bidder and any member of the Board of Education of the Superintendent of the School District on the form provided in the Bidding Documents.

Compliance with the Iran Economic Sanctions Act (PA 517 of 2012) is required. Each Bidder shall include a sworn and notarized certification that they are not an "Iran Linked Business" as the term is defined in the Act on the form provided in the Bidding Documents.

A Bid security in the amount of no less than 5 percent of the Bid Sum in the form of a Bid Bond, or certified check payable to the Owner shall accompany each Bid. A personal or company check does not constitute a Bid security.

Refer to other bidding requirements described in Document 00 21 13.

Bids shall be submitted on the Bid Form provided in the Bidding Documents. Bidders may supplement this form as appropriate.

Bidders will not be required to furnish Performance and Labor/Material Payment Bonds for this project.

Bids will be required to be submitted under a condition of irrevocability for a period of 60 days after submission.

The Owner reserves the right to accept or reject any or all Bids, either in whole or in part; to award the Contract to other than the lowest Bidder; to waive any irregularities and/or informalities; and in general to make awards in any manner deemed to be in the best interest of the Owner.

END OF DOCUMENT

DOCUMENT 00 21 13

INSTRUCTIONS TO BIDDERS

1.1 SUMMARY

- A. Document Includes:
 - 1. Bid submission.
 - 2. Intent.
 - 3. Work identified in contract documents.
 - 4. Contract Time.
 - 5. Definitions.
 - 6. Contract Documents identification.
 - 7. Availability of documents.
 - 8. Examination of documents.
 - 9. Inquiries and Addenda.
 - 10. Product substitutions.
 - 11. Site examination.
 - 12. Prebid conference.
 - 13. Prevailing Wage Requirements
 - 14. Subcontractors.
 - 15. Submission procedure.
 - 16. Bid ineligibility.
 - 17. Security deposit.
 - 18. Performance Assurance.
 - 19. Bid Form requirements.
 - 20. Bid Alternates.
 - 21. Fees for changes in the Work.
 - 22. Bid Form signature.
 - 23. Familial Disclosure Statement
 - 24. Iran Economic Sanctions Act Compliance Affidavit
 - 25. Bid Alternates
 - 26. Bid opening.
 - 27. Duration of offer.
 - 28. Selection and Award of Alternates.
 - 29. Acceptance of offer.

- B. Related Documents:
 - 1. Document 00 11 16 - Invitation to Bid.
 - 2. Document 00 41 13 - Bid Form - Stipulated Sum (Trade Contract).
 - 3. Document 00 73 43 – Prevailing Wage Directive.

1.2 BID SUBMISSION

- A. Bids signed and under seal, executed, and dated will be received by Boyne Falls Public School District c/o Cynthia Pineda, Superintendent, 01662 M-75 South, Boyne Falls, MI 49713 until 10:30 AM local time on June 30, 2026.
- B. Bids submitted after the above time will be returned to Bidder unopened.
- C. Amendments to submitted Bids will be permitted when received in writing prior to bid closing and when endorsed by the same party or parties who signed and sealed the Bid.
- D. Bidders may withdraw their Bid by written request at any time before bid closing.

1.3 INTENT

- A. The intent of this Bid request is to obtain an offer to perform Trade Contract work to complete the Work described in the Contract Documents.
- B. This is a “Construction Management as Constructor” project and there will be no “general contractor”. The Construction Manager will award trade contracts for each Bid Category as described below:
 - 1. Bid Category 9.0 - Flooring

1.4 WORK IDENTIFIED IN CONTRACT DOCUMENTS

- A. Work of this proposed Contract comprises renovations and improvements to the Boyne Falls Public School building as described in the drawings, specifications, and specific Bid Categories for each trade discipline.
- B. Locations:
 - 1. Boyne Falls Public School; 01662 M-75 South, Boyne Falls, MI 49713.

1.5 CONTRACT TIME

- A. Perform the Work within time stated in Document 00 52 14, Sample Subcontract Agreement, and Sample Subcontract Agreement - Exhibit "A". The Bidder, in submitting an offer, accepts the Contract Time period stated for performing the Work.
- B. It is intended that replacement of carpeting, resilient flooring and associated accessories be complete during the 2026 summer recess ending in late August. Replacement of tiling will be completed during the 2027 summer recess beginning in early June and ending in late August.

1.6 DEFINITIONS

- A. Bidding Documents: Contract Documents supplemented with Invitation to Bid, Instructions to Bidders, Information Available to Bidders, Bid Form, and bid securities, identified
- B. Contract Documents: As defined in AIA Document A201-2007 Article 1, including issued Addenda.
- C. Bid: Executed Bid Form and required attachments submitted in accordance with these Instructions to Bidders.
- D. Bid Price: Monetary sum identified by the Bidder in the Bid Form.

1.7 CONTRACT DOCUMENTS IDENTIFICATION

- A. The Contract Documents are identified as Project No.303-26A Boyne Falls Public Schools; Flooring Replacement as prepared by Anthony P. Esson, Architect.

1.8 AVAILABILITY OF DOCUMENTS

- A. Bidding Documents may be obtained as stated in Invitation to Bid.
- B. Partial sets of Bidding Documents will not be issued to Bidders.

- C. Bidding Documents are made available only for the purpose of obtaining offers for this Project. Their use does not grant a license for other purposes.

1.9 EXAMINATION OF DOCUMENTS

- A. Bidders are responsible for full examination of the drawings, specifications, exhibits and any Addenda prior to submission of bids.
- B. Bidding Documents may be viewed at the office of the Owner
- C. Upon receipt of Bidding Documents verify documents are complete. Notify Architect/Engineer if documents are incomplete.
- D. Contractor shall study and compare contract documents and Immediately notify Architect/Engineer or error, inconsistency, or omission in the documents. Refer to AIA A201-2007 Article 3.2.5.
 - 1. Where errors, inconsistencies, or omissions could have been discovered by exercise of reasonable diligence, it is presumed that the Contractor's Bid and Contract Sum include the cost of correcting such errors, inconsistencies, or omissions.
 - 2. Where such errors' inconsistencies, or omissions affect quantity of material or labor, it is presumed that Contractors Bid and Contract Sum included the higher quantity or quality of material, or more labor intensive or costly installation.

1.10 INQUIRIES AND ADDENDA

- A. Direct questions regarding Drawings and/or Specifications in writing to Anthony P. Esson, at the office of the Architect/Engineer; email at tony@anthonyessonarchitect.com.
- B. Direct questions regarding Bidding and/or Trade Contractor requirements in writing to Jerry Brown, at the office of the Construction Manager; email at jerrybrown@sugarconstruction.com.
- C. Verbal answers are not binding on any party.
- D. Submit questions not less than 7 days before date set for receipt of Bids. Replies will be made by Addenda.
- E. Addenda may be issued during bidding period. Addenda will be posted on the Construction Manager's website. Addenda become part of the Contract Documents. Include resultant costs in the Bid Price.

1.11 PRODUCT SUBSTITUTIONS

- A. Where Bidding Documents stipulate particular Products, substitution requests will be considered by Architect/Engineer up to 5 days before receipt of Bids.
- B. With each substitution request, provide sufficient information for Architect/Engineer to determine acceptability of proposed products.
- C. When a request to substitute a Product is made, Architect/Engineer may approve the substitution. Approved substitutions will be identified by Addenda.
- D. In submission of substitutions to Products specified, Bidders shall include in their Bid, changes required in the Work, changes to Contract Time and Contract Price to accommodate such approved substitutions. Later claims by the Bidder for an addition to the Contract Time or

Contract Price because of changes in Work necessitated by use of substitutions will not be considered.

1.12 SITE EXAMINATION

- A. Examine Project site before submitting a Bid.

1.13 PREBID CONFERENCE

- A. A Bidders conference is scheduled for 1:00 PM on June 18, 2026. The meeting will convene in the Commons area of the School building at 01662 M-75 South, Boyne Falls, MI 49713. The Pre-Bid Meeting will consist of a brief informational meeting followed by an opportunity for Bidders to examine the project sites. No other opportunity to examine the project sites will be offered.
- B. Attendance is not mandatory but, is strongly recommended.
- C. Representatives of the Owner, Architect/Engineer and Construction Manager will be in attendance.
- D. Information relevant to Bidding Documents will be issued by Addendum

1.14 PREVAILING WAGE REQUIREMENTS

- A. This project is exempt from Michigan Prevailing Wage requirements as this project is not a State funded project in whole or in part.

1.15 SUBCONTRACTORS

- A. The owner reserves the right to reject a proposed subcontractor for reasonable cause.
- B. Refer to AIA Document A201-2007 Article 5 of General Conditions.

1.16 SUBMISSION PROCEDURE

- A. Bidders shall be solely responsible for delivery of Bids in manner and time prescribed.
- B. Submit one copy of executed offer on Bid Forms provided, signed, with required security deposit in a closed opaque envelope, clearly identified with Bidder's name, Project name, Specific Bid Category and Owner's name on the outside.
- C. Each Bid Category must be bid in its' entirety. Bid qualifiers that omit portions of the work will be grounds for rejection.
- D. Bidders may bid more than one Bid Category however each category must be bid separately, using separate Bid Forms, in separate envelopes.
- E. An abstract summary of submitted Bids will be made available to all Bidders following bid opening.

1.17 BID INELIGIBILITY

- A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, will be declared unacceptable at Owner's discretion.

- B. Bid Forms, Appendices, and enclosures which are improperly prepared will be declared unacceptable at Owner's discretion.
- C. Failure to provide security deposit, bonds or insurance requirements will invalidate the Bid at the discretion of the Owner.
- D. Bidders that are "Iran Linked Businesses" as the term is defined in PA 517 of 2012, Iran Economic Sanctions Act are ineligible to Bid. Eligible Bidders must submit certification in accordance with the Act. Refer to Section 00 45 02.

1.18 SECURITY DEPOSIT

- A. Bids shall be accompanied by security deposit as follows:
 - 1. Bid Bond in the amount of not less than five percent (5%) of the Bid Price on standard surety company form or;
 - 2. Certified check payable to Owner in the amount of five percent (5%) of the Bid Price.
- B. Endorse Bid Bond in name of Boyne Falls Public Schools as obligee, signed and sealed by the principal (Contractor) and surety.
- C. Endorse certified check in name of Boyne Falls Public Schools.

1.19 PERFORMANCE ASSURANCE

- A. A Construction Manager will administer this project. All correspondence, submittals, changes to the contract, etc. shall be directed to the attention of the Project Manager: Jerry A. Brown

1.20 BID FORM REQUIREMENTS

- A. Complete requested information in the Bid Form and Bid Form Supplements.

1.21 BID ALTERNATES

- A. Indicate variation of Bid Price for alternates listed in the Bid Form. Indicate "difference" in Bid Price by adding to or deducting from base Bid Price.
- B. Bidders may propose voluntary alternates and or substitutions with the Bid at the Bidders discretion however, the Bid shall be based on the Drawings and Specifications as written.

1.22 FEES FOR CHANGES IN THE WORK

- A. When the Architect/Engineer establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, the percentage fee allowed for Overhead and Profit shall be Ten Percent (10%) on the net cost of work by the General Contractor, and Ten Percent (10%) on the gross cost of work by a Subcontractor.

1.23 BID FORM SIGNATURE

- A. Sign Bid Form, as follows:
 - 1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.
 - 2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. Affix seal to each signature.

3. Corporation: Signature of a duly authorized signing officers in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the Bid is signed by officials other than the president and secretary of the company, or the president/secretary/treasurer of the company, submit a copy of the by-law resolution of their board of directors authorizing them to do so, with the Bid Form in the bid envelope.
4. Joint Venture: Signature of each party of the joint venture under their respective seals in a manner appropriate to such party as described above similar to requirements for Partnerships.

1.24 FAMILIAL DISCLOSURE STATEMENT

- A. Include a fully executed Familial Disclosure Statement – 00 45 01 with the Bid.
- B. Complete all requested information in the affidavit.
- C. Signature of the affidavit shall be notarized.
- D. Award of contract is contingent upon receipt of a Familial Disclosure Statement.

1.25 IRAN ECONOMIC SANCTIONS ACT COMPLIANCE AFFIDAVIT

- A. Include a fully executed Iran Economic Sanctions Act Compliance Affidavit – 00 45 02 with the Bid.
- B. Complete all requested information in the affidavit.
- C. Signature of the affidavit shall be notarized.
- D. Award of contract is contingent upon receipt of a Familial Disclosure Statement.

1.26 BID OPENING

- A. Bids will be opened publicly immediately after time for receipt of Bids. Bidders may be present.

1.27 DURATION OF OFFER

- A. Bids shall remain open to acceptance and shall be irrevocable for a period of 60 days after bid closing date.

1.28 SELECTION AND AWARD OF ALTERNATES

- A. Bids will be evaluated on total of base Bid Price with full consideration of Bid Alternates requested.
- B. No consideration will be given to voluntary alternates offered by any Bidder in awarding of the contract.

1.29 ACCEPTANCE OF OFFER

- A. The Owner reserves the right to accept or reject any or all offers.
- B. After acceptance by the Owner, the Construction Manager, on behalf of the Owner, will issue to the accepted Bidder, a written Notice to Proceed.

- C. Owner reserves the right to award Alternates not selected at contract award at a later date by Change Order, subject to reasonable and justified cost escalation.
- D. Notwithstanding delay in the preparation and execution of the Agreement, accepted Bidder shall be prepared, upon written Notice to Proceed, to commence work within (3) days following receipt of official written order of the Owner to proceed, or on date stipulated in such order.
- E. The accepted bidder shall enter into a Contract Agreement with the Construction Manager, and within (5) days following its presentation shall execute Agreement and return it to the Construction Manager.

END OF DOCUMENT

BID CATEGORY 9.3 – FLOORING

General Inclusions for This Category's Work

1. The term "general contractor" will not apply to any body of work for this project. Each trade discipline will be responsible for such work as described by Bid Category content.
2. Provide all required layout for this Bid Category's work.
3. Provide daily housekeeping and clean up and dispose of any wastes generated by this bid category in dumpster provided by the Construction Manager unless noted otherwise in Specific Inclusions below. "Daily" means daily. Should it be necessary for the Construction Manager to get involved in clean up the costs will be passed along to this contractor.
4. Contractor shall have a competent supervisor on site while performing any work for this bid category.
5. Contractor shall be responsible for coordination and interface with other contractors for the duration of the project.
6. Contractor shall be responsible for the receiving, unloading, storage and storage facilities for materials brought to the site.
7. The owner shall have the right to reclaim demolished materials.
8. All front end paperwork such as insurance certificates, schedule of values, submittals and/or shop drawings must be submitted to the Construction Manager within ten work days of award.
9. Contractor shall be responsible for safe work practices as required by Michigan Laws and as per the safety policy of the Construction Manager.
10. Contractor is responsible for the complete bid documents including drawings, specifications, Addenda, schedules, etc. and shall perform all that is required for a complete product that complies with same.
11. Contractor's representative shall attend scheduled progress meetings each week as directed by the Construction Manager.
12. Any Contractor that knowingly installs their work on another's mistake or faulty work will be responsible for correcting same.
13. All contractors shall complete their work to a fully operational condition in full compliance with governing codes and authorities.
14. Contractors shall obtain and pay all costs for permits that are associated with this categories work. Scheduling inspections by governing officials will be by this bid category and shall be coordinated with the Construction Manager. The Building Permit will be purchased by the Construction Manager.
15. Copies of permits (if applicable) shall be forwarded to the Construction Manager as soon as received. Occupancy approvals shall also be forwarded on or before the date of substantial completion.
16. Contractor shall supply sufficient manpower or any overtime that might be required to meet the project schedule.
17. Contractor is responsible for the protection of existing structures, plants, lawns, trees, etc.
18. Mud and/or debris tracked onto the parking lots, streets or any roadways by this contractor shall be swept and properly cleaned by this contractor.
19. Bid Category descriptions are intended to define the job scope in as much detail as possible however not necessarily "all" inclusive. Each bidder shall review all Bid Categories for a clear understanding of responsibility of scope and should advise the Architect of any conflicts or irregularities that could affect the bidding or the execution of this contract.
20. Should there be a conflict regarding assignment of work between the Bid Category descriptions and notes and/or Architect's specifications, the Bid Category descriptions shall take precedence.
21. All Contractors shall be subject to liquidated damages for failure to meet the specified date of substantial completion as set forth in these documents and/or obtaining a Certificate of Occupancy (temporary or final), by the Michigan Bureau of Construction Codes prior to said date.
22. The Construction Manager will have a safety policy governing the work activities of this project. Each Contractor shall comply with said policy as well as the minimum requirements under Michigan Law.

23. The Construction Manager will designate an area outside the school for contractor lunch room trailers.
24. Smoking is not permitted anywhere on School Property.
25. Questions that arise during the construction period shall be directed to the Construction Manager who will provide the appropriate response. Contractors shall not approach the owner or any persons employed by the owner with job questions or concerns.
26. Certain areas may be occupied by the owner during construction. Profane or abusive language, pornography, etc. will not be tolerated.
27. Provide and maintain dust control for this Bid Category's work.
28. Contractors will be given access to the site from 7:00am to 5:30pm weekdays only. Weekend work may be granted by special permission or if so stated in your bid proposal.

The contractor shall provide all labor, materials and equipment to perform the work specified in the construction documents and as set forth in this Bid Category description.

Specifications Included for This Bid Category:

(Total responsibility for these sections in their entirety unless otherwise noted)

- 02 41 19 – Selective Demolition
- 08 70 00 - Hardware
- 09 30 00 – Tiling
- 09 65 13 – Resilient Base and Accessories
- 09 65 19 – Resilient Flooring
- 09 68 13 – Tile Carpeting

Reference Specifications for This Bid Category:

(Include portions of these specifications as they apply to this bid category)

All sections under Division 1 General Requirements

Inclusions for This Project: (but not limited to):

Any work that may be reasonably construed as part of this bid category's responsibility shall be included.

1. Coordination with other trade contractors.
2. Demo existing flooring and base and prep existing floor for new surfaces as required.
3. Furnish and install new resilient flooring and base.
4. Furnish and install carpet tile as shown.
5. Furnish and install porcelain tile as shown.
6. This Bid Category will be responsible for protection of existing finishes that it may affect. Damages by this category will be repaired at the expense of this Bid Category.
7. Furnish contractor lunch facilities as required for this Bid Category.
8. The intent is to finish the carpet replacement summer of 2026 and the balance of the work by August 20th of 2027.

Exclusions:

1. Temporary restrooms will be provided by the Construction Manager.

END OF BID CATEGORY 9.3

DOCUMENT 00 41 13

BID FORM – STIPULATED PRICE

To: Boyne Falls Public School District
c/o Cynthia Pineda, Superintendent
01662 M-75 South
Boyne Falls, Michigan 49713

Project: Boyne Falls Public School
Flooring Replacement
Project No. 304-26A

Date: _____

Submitted by: _____
(Contractor full name)

(Contractor full address)

Estimator _____
(name)

(telephone)

(email address)

1. OFFER

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Anthony Esson, Architect dated June 5, 2026 for the above named project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the

Stipulated Sum of: \$ _____ (numerical)

\$ _____ dollars in
lawful (written) money of the United States of America.

- We have included the required security deposit as required by the Instruction to Bidders.
- All applicable federal and/or State of Michigan taxes are included in the Bid Sum.
- We have included the costs of all required construction permits and inspections (if any) in the bid sum.
- We acknowledge that Damages will be assessed for our failure to achieve Substantial Completion and/or obtain approval for occupancy from the Michigan Bureau of Construction Codes (where applicable) prior to the dates indicated in the Contract Documents.

2. BID ALTERNATES

We offer the following alternate prices for specific portions of the Work as required by the Bidding Documents:

Bid Alternate 1 – Furnish and install water-jet cut tile logo in Corridor 101.

ADD \$ _____(numerical).

2. ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for sixty (60) days from the bid closing date. If this bid is accepted by the Owner within the time period stated above, we will:

- a. Execute the Agreement within five (5) days of receipt of Notice of Award by the Construction Manager.
- b. Commence work within three (3) days after written Notice to Proceed by the Construction Manager.

If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

3. ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum # _____ Dated _____

Addendum # _____ Dated _____

4. BID FORM SIGNATURE(S)
The Corporate Seal of

(Bidder - print the full name of firm)
was hereunto affixed in the presence of:

(Authorized signing officer _____ Title)

(Seal)

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

END OF BID FORM - STIPULATED PRICE

DOCUMENT 00 45 01

FAMILIAL DISCLOSURE STATEMENT

The undersigned, the owner or authorized officer of _____ (the "Bidder") pursuant to the familial disclosure requirement provided in the advertisement for construction bids, hereby represent and warrant, except as provided below, that no familial relationships exist between the owner(s) or any employee of the Bidder and any member of the Board of Education or the Superintendent of Boyne Falls Public School District (the School), except as indicated below:

List any Familial Relationships:

BIDDER:

By: _____

Its: _____

State of Michigan)
) SS
County of)

This instrument was acknowledged before me on the _____ day of _____, 20____, by
_____.

_____, Notary Public

_____, County, Michigan

My Commission Expires: _____

Acting in the County of: _____

END OF FAMILIAL DISCLOSURE STATEMENT

DOCUMENT 00 45 02

IRAN ECONOMIC SANCTIONS ACT COMPLIANCE AFFIDAVIT

Effective April 1, 2013, all Bids and/or Proposals received by public entities in the State of Michigan must comply with the Iran Economic Sanctions Act, Act 517 of 2012. As a condition to compliance with the Act, the following certification must be submitted with the Bid.

The undersigned, the owner or authorized officer of _____ (the "Bidder"), pursuant to the requirements of the Iran Economic Sanctions Act, Act 517 of 2012, hereby certifies under civil penalty for false certification, that the Bidder is not an "Iran Linked Business", as defined in the Act, and is eligible to submit a Bid.

By: _____

Its: _____

State of Michigan)
) SS
County of)

This instrument was acknowledged before me on the _____ day of _____, 20__, by
_____.

, Notary Public

_____, County, Michigan

My Commission Expires: _____

Acting in the County of: _____

END OF IRAN ECONOMIC SANCTIONS ACT COMPLIANCE AFFIDAVIT

DOCUMENT 00 52 14

AGREEMENT FORM

1.1 SUMMARY

A. Document Includes:

1. Agreement.

B. Related Documents:

1. Document 00 72 14 - General Conditions.

1.2 AGREEMENT

- A. The Subcontractor Agreement included in this section (see following Sample agreement) forms the basis of Agreement between the Construction Manager and Trade Contractor.

END OF DOCUMENT

SUBCONTRACT AGREEMENT

Construction Manager: Sugar Construction, Inc.
2968 Venture Drive
Midland MI 48640
Phone: 989 631-4154
Fax: 989 631-7012

SUBCONTRACTOR: Sample Subcontractor
Address:

PROJECT: Boyne Falls Public Schools Flooring Replacement
Boyne Falls Public Schools
01662 M-75 South
Boyne Falls MI 49713

Phone:
Fax:
Email:
Attn:

Federal ID #:

SCI JOB #: 1127

CONTRACT DATE: 06/03/2026

CONTRACT #: 8376

Taxable: Yes

SUBCONTRACT SUM: \$50,000.00 EXACTLY FIFTY THOUSAND DOLLARS

CONTRACT DOCUMENTS:

1. This Subcontract Agreement.
2. As described in Exhibit A.

TIME OF COMPLETION: 08/20/2027

1. THE WORK:

- 1.1 The Subcontractor represents that it is fully qualified and licensed to perform this Agreement, and acknowledges that, prior to the execution of this Agreement it has (a) by its own independent investigation ascertained (i) the Work required by this Agreement (ii) the conditions involved in performing the Work, and (iii) the obligations of this Agreement and the Contract Documents; and (b) independently verified all information furnished by the Owner, Construction Manager, or others satisfying itself as to the correctness and accuracy of that information. Any failure by Subcontractor to investigate independently and become informed will not relieve the Subcontractor from its responsibilities hereunder nor serve as a basis for an adjustment to the contract value.
- 1.2 The Subcontractor shall provide all necessary labor, material, equipment, tools, shop drawings, layout, samples, professional services, taxes, permits, fees, licenses, insurances, etc. to perform the Work.
- 1.3 The Work shall be performed in accordance with all applicable local, state and federal codes, laws and regulations (including OSHA and MIOSHA) and in accordance with the Contract Documents.
- 1.4 Subcontractor shall keep the Project free and clean of trash and debris attributable to the Work. On twenty-four (24) hours written notice by the Construction Manager, Subcontractor shall remove all trash and debris or be responsible for the cost, plus twenty percent, incurred by Construction Manager to do same.
- 1.5 The Subcontractor shall furnish a workforce that will work in harmony with all other subcontractors on the Project. The Subcontractor shall not suffer, support or take any action to picket, strike, handbill, engage in sympathy or unfair labor practice strikes, or any work stoppages or otherwise interfere with the Work or the business of the Construction Manager or any of its subcontractors. The Subcontractor shall not suffer its employees to honor or recognize any picket line by any union against the Construction Manager.
- 1.6 Subcontractor agrees promptly to make good, without cost to the Owner or Construction Manager, any and all defects due to faulty workmanship and/or materials which may appear within the guaranty or warranty period established in the Contract Documents or for one year from Owner's acceptance of the Construction Manager's work, whichever is later.
- 1.7 Time is of the essence of this Agreement. Subcontractor shall provide sufficient manpower to complete the Work on or before the Completion Date stipulated herein, including working his forces overtime at no cost to the Construction Manager, if deemed necessary by the Construction Manager to meet the Completion Date.
- 1.8 The Subcontractor shall be bound by the terms of the Specifications, General Conditions and Supplemental Conditions and Addenda in the Contract between the Construction Manager and the Owner, shall conform to and comply with the Drawings and Specifications and Addenda, and shall assume toward the Construction Manager all the obligations and responsibilities that the Construction Manager assumes toward the Owner.
- 1.9 If the Work is delayed, substantially without fault or responsibility of Subcontractor, the Subcontractor may receive an extension of the Contract Time and an adjustment to the Schedule of Work. Subcontractor expressly understands that its sole and exclusive remedy for delay will be an extension of time for performance of the Work. Written documentation of delays in work must be accepted by Sugar Construction. Without written documentation, short comings in manpower, schedule, etc. will be the responsibility of the Subcontractor. A subcontractor's ability to not fulfill the contract obligations will result in Sugar Construction fulfilling these obligations at the expense of the subcontractor.

Initials: _____

2. PAYMENTS

- 2.1 Subcontractor shall submit a Subcontractor Application for Progress Payment ("Application for Payment"), completed in full, signed and notarized, to the Construction Manager on or before the 20th day of each month for that portion of the Work completed through the end of the month, less ten percent (10%) retainage, per the attached format. Applications for Payment must be mailed or delivered to Construction Manager; facsimile copies shall not be accepted.
- 2.2 Construction Manager agrees to pay Subcontractor within thirty (30) days from the end of the month in which the Work was performed and the Application for Payment submitted, or within ten (10) business days following Construction Manager's receipt of payment from the Owner for the Work, whichever is later. It shall be an express condition precedent to Construction Manager's obligations to pay Subcontractor any amount under this Contract that Construction Manager shall have first actually received payment for the Work from the Owner.
- 2.3 If notification of any claim against Subcontractor is made to Construction Manager, Construction Manager, at its discretion has the right to withhold sufficient funds from any payment due Subcontractor to cover the cost of the claim, pending final settlement. If Subcontractor fails to settle any claim, Construction Manager shall have the right to pay the Subcontractor's sub-subcontractors or suppliers and deduct those payments from the Subcontract Sum. Any expenses incurred by the Construction Manager including but not limited to costs associated with bonding of liens, attorneys' fees, court costs and Construction Manager's personnel expenses incurred in order to resolve claims shall be deducted from the Subcontract Sum. In the event that the cost to resolve said claims is greater than the unpaid amounts and retainage, Subcontractor shall pay those amounts to Construction Manager upon receipt of a written statement from the Construction Manager. If such amounts are not paid within fifteen (15) days of receipt of statement, Subcontractor agrees to pay Construction Manager interest on all such amounts at a rate of twelve percent (12%) per annum and Subcontractor agrees to pay all costs of collection, including but not limited to court costs and attorney's fees.
- 2.4 Final payment shall be paid Subcontractor upon Construction Manager's receipt of:
- Final payment by Owner.
 - Subcontractor Application for Final Payment, as per the attached format, completed in full, signed & notarized.
 - Final lien waiver from Subcontractor; and
 - Written statement of guaranty of work, warranties, manuals, as-builts and any other required documents from Subcontractor.

3. CHANGES IN WORK

- 3.1 Subcontractor expressly agrees that no changes will be made, nor extra work performed, nor changes made in the quality or quantity of materials furnished, nor additional compensation paid, unless such matter is previously authorized by the Project Manager, in the form of a written change order.
- 3.2 If the written change order entitles the Subcontractor to additional compensation, the change order must include written documentation from any sub-subcontractors or suppliers that are entitled to compensation pursuant to or as a result of the written change order.
- 3.3 Any work that is deemed a change in value for the Subcontract Agreement, and which would delay Subcontractor or Construction Manager's scheduled completion, and for which the parties do not agree as to the value, shall upon twenty four (24) hours written notice, be diligently prosecuted by the Subcontractor according to the following guidelines. The Construction Manager shall determine an undisputed amount for the change order work, which shall be billed in accordance with the Payment terms herein. The disputed amount shall be submitted to the owner or architect for their ruling as to the value of the work. The decision as to the value of the work shall be based on the Owner or architect's ruling, and this amount shall thereby be the agreed upon value of the work.
- 3.4 Subcontractor will give Construction Manager written notice of any claims relating to Subcontractor's performance under this Agreement, including claims for which Construction Manager or Owner might be liable, within three (3) calendar days of the occurrence of the condition or event which forms the basis of such claim. Failure to provide such written notice within the three-day period constitutes a waiver of any such claim.

4. INSURANCE

- 4.1 The Subcontractor shall procure and maintain at the Subcontractor's own expense, during the entire contract time, Liability Insurance as hereinafter specified:
- Business Automobile Liability shall be provided for a Combined Single Limit of at least \$1,000,000 for Bodily Injury and Property Damage. Coverage shall include owned, leased, hired and non-owned vehicles. Construction Manager shall be named as Additional Insured.
 - Workers Compensation Insurance for the protection of all Subcontractor's employees including partners and individual owners working on or in connection with the Project.
 - Commercial General Liability shall be provided for a Combined Single Limit of at least \$1,000,000 for each occurrence, \$1,000,000 Personal Injury and Advertising Liability, \$2,000,000 Products and Completed Operations aggregate and \$2,000,000 general aggregate. The policy shall contain no restrictions for contractual liability and xcu (explosion, collapse and underground). Construction Manager shall be named as additional insured, per form CG2010 1185 or equivalent. Subcontractor shall maintain Products and Completed Operations insurance and shall name Construction Manager as additional insured for at least two (2) years from the date of final payment. Subcontractor's insurance shall be primary and non-contributing so that the Construction Manager's policy will not respond until the limits under the Subcontractor's policy are exhausted.
 - Commercial Umbrella Liability shall be provided for at least \$1,000,000 and shall be as broad as the primary General Liability and Automobile.

- 4.2 Certificates of Insurance, including a copy of the additional insured endorsement, acceptable to Construction Manager must be provided prior to Subcontractor commencing any work or ordering any materials. Renewal certificates must be provided no less than 14 days prior to expiration. All insurance carriers named in the Subcontractor's certificate of insurance shall have an A.M. rating of A- or better. The Certificates must also contain a provision that coverage afforded under the policies will not be canceled unless at least thirty (30) days prior written notice has been given to Construction Manager. Construction Manager shall not make any payment to Subcontractor until proper evidence of insurance is received. If Subcontractor performs any portion or all of the Work without the required insurances, Construction Manager shall deduct the greater of twenty five percent (25%) broken down as follows: 10% for General Liability, 10% for Workers Compensation, 3% for Automobile Liability and 2% for Umbrella coverage of the Subcontract Sum, or the value of the insurance premium as solely determined by Construction Manager's insurance carrier.
- 4.3 Waiver of Subrogation: Subcontractor waives all rights against Construction Manager, Owner and architect and their agents, officers, Directors and employees for recovery of damages caused by fire or other causes of loss to the extent such damages are covered by any insurance provided under this Subcontract Agreement.

5. INDEMNIFICATION

- 5.1 The Subcontractor shall indemnify and hold harmless Construction Manager and its agents and employees from and against any and all liability, suits, actions, claims, damages, losses, judgments, settlements, costs and expenses, including attorney's fees and litigation costs (including fees and expenses of consultants and/or expert witnesses), arising out of, related to or resulting from the Subcontractor's performance of the Work, provided that such suit, action, claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use therefrom, and is caused in whole or in part by any negligent or willful act or omission of the Subcontractor, its sub-subcontractors, suppliers, anyone directly or indirectly employed by Subcontractor or anyone for whose acts Subcontractor may be liable.
- 5.2 In any or all claims against the Construction Manager, or any of its agents or employees, by any employee of the Subcontractor, anyone directly or indirectly employed by Subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, of benefits payable by or for the Subcontractor under workers compensation acts, disability benefits acts, or any other employee benefit acts.
- 5.3 If Construction Manager is assessed liquidated damages or other damages for delay on the Project, the Construction Manager may assess delay damages against Subcontractor according to Subcontractor's responsibility for the delay. In addition, Subcontractor shall be liable to Construction Manager for actual damages including, without limitation, reasonable attorney's fees caused by Subcontractor's delay.
- 5.4 Subcontractor shall at all times comply with all safety regulations as set forth by any state regulatory agency or any federal regulatory agency and shall indemnify Construction Manager against all claims and/or penalties arising from inspections by these agencies.

6. TERMINATION AND SUPPLEMENTING FORCES

- 6.1 The failure by Subcontractor to supply a sufficient number of skilled workmen, or to supply the specified or required materials, or sufficient and proper equipment, to prosecute the Work in a manner to comply with the Completion Date, to pay in a timely manner for third party materials, equipment and labor, or to perform any covenant contained in the Contract Documents, shall constitute a default of the Subcontractor, and Construction Manager may, at its option, and after forty-eight (48) hours of written notice of said default to Subcontractor, terminate this Agreement.
- 6.2 The Construction Manager also has the right, with forty-eight (48) hours written notice to the Subcontractor, to hire third party forces to help to complete the work if the Subcontractor is proving unable to meet the scheduled Completion Date. All such supplemental charges incurred shall be deducted from the Subcontract Sum. In the event that the cost to supplement forces is greater than the unpaid amounts and retainage, Subcontractor shall pay those amounts to Construction Manager upon receipt of a written statement from the Construction Manager. If such amounts are not paid within fifteen (15) days of receipt of statement, Subcontractor agrees to pay Construction Manager interest on all such amounts at a rate of twelve percent (12%) per annum and Subcontractor agrees to pay all costs of collection, including but not limited to court costs and attorney's fees.
- 6.3 In the event of default by Subcontractor and subsequent termination of Subcontractor by Construction Manager, Construction Manager shall complete the Work through its own or third party forces, and shall deduct the costs thereof from the unpaid amounts and retainage of this Subcontract. In the event the cost to complete the Work is greater than the unpaid amounts and retainage, Subcontractor shall pay those amounts to Construction Manager upon receipt of a written statement from the Construction Manager. If such amounts are not paid by Subcontractor within fifteen (15) days of receipt of statement, Subcontractor agrees to pay Construction Manager interest on all such amounts at a rate of twelve percent (12%) per annum, and Subcontractor further agrees to pay any and all costs of collection, including but not limited to court costs and attorney's fees.

7. DISPUTES

- 7.1 The interpretation, performance and enforcement of this Agreement will be governed by the laws of the State of Michigan and or governing body that has jurisdiction over the project work site.
- 7.2 Any and all claims, disputes and other matters in questions arising out of or relating to this Agreement, or breach thereof, will be resolved, at Construction Manager's option (1) by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association in the County of Oakland, Michigan; or (2) in the Circuit Court of Oakland County, Michigan or such other venue as may be agreed upon by Construction Manager. Construction Manager and Subcontractor hereby waive their right to demand a jury trial. In the event that Construction Manager prevails in such arbitration or litigation, Subcontractor shall pay the Construction Manager the costs and expenses, including such reasonable attorney's fees and costs, including expert witness fees and expenses, incurred by Construction Manager in such arbitration or litigation.
- 7.3 Subcontractor shall turn the Work over to Construction Manager in good condition, free and clear of all claims, encumbrances and liens growing out of the performance of this Agreement. In the event a mechanic's or materialman's lien is filed by reason of work done or materials furnished to or by the Subcontractor or any of its sub-subcontractors, Subcontractor will, upon demand by Owner or Construction Manager and at Subcontractor's expense, cause such lien to be released of record, by bonding or otherwise. If Subcontractor fails to do so within a reasonable time after demand, Owner or Construction Manager may take such action as shall be necessary to remove such lien of record and if either of them do so, Subcontractor will, upon demand, reimburse them for all costs incurred, including, without limitation, attorney's fees.

8. MISCELLANEOUS PROVISIONS

- 8.1 Any amounts owed to Subcontractor under this Subcontract Agreement may be withheld by Construction Manager and applied to any actual or potential amounts or sums that are, or may in the future be owed by Subcontractor to Construction Manager on this or any other project, job, matter or contract between Construction Manager and Subcontractor including, without limitation, legal expenses and costs associated therewith.
- 8.2 Within ten (10) days following any request by Construction Manager, Subcontractor will furnish Construction Manager with a list of all subcontractors and material suppliers who have performed labor or supplied materials to Construction Manager as part of the Work, together with a statement of current balance owed to or claimed by each sub-subcontractor or supplier.
- 8.3 The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. The failure of either party to insist, in any or more instances, upon the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respect to further performance.
- 8.4 This Agreement and the Contract Documents constitute the entire agreement between parties and may not be amended, superseded or otherwise affected, except by an agreement in writing signed by both parties. This subcontract or the amounts due hereunder cannot be sublet or assigned in whole or in part without prior written approval from the Construction Manager.
- 8.5 The individual signing below has read and understands all of the terms described herein, and has the capacity to bind the Subcontractor.
- 8.6 No Asbestos containing building materials (ACBM) shall be used in the construction of this project.

8.6 LIQUIDATED DAMAGES: Recognizing that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not Substantially Complete and approved for occupancy by the Michigan Bureau of Construction Codes (if applicable) within the time limits established herein, plus any extensions of time as allowed under the General Conditions, and also recognizing the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the Owner if the Work is not Substantially Complete on time, instead of requiring any such proof, The Construction Manager and Contractor agree that as liquidated damages for delay (but not as penalty) Contractor will pay The Construction Manager (to be forwarded to the Owner)One Thousand Dollars (\$ 1,000.00) for each day that expires after the date of Substantial Completion established herein until the Work is Substantially Complete and approved for occupancy by the Michigan Bureau of Construction Codes (if applicable). Liquidated damages charges shall be deducted from the Contractor's progress payments or final payment as applicable. The Owner reserves the right to demand legal proceedings in the event that the actual loss exceeds the damages provided for herein.

8-7 In addition, Contractor shall be responsible for all Architectural costs incurred by the Construction Manager after the established Final Completion date (thirty days after actual Substantial Completion date) resulting from Contractor's failure to properly complete the work. Any such costs shall be deducted from the Contractors progress payment or final payment as applicable.

This Agreement is entered into as of the day and year first written above, labeled as the contract date.

CONSTRUCTION MANAGER

Sugar Construction, Inc.

BY: _____

NAME: Jerry A Brown

TITLE: Project Manager

DATE: _____

SUBCONTRACTOR

Sample Subcontractor

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Initials _____

EXHIBIT "A"

Pursuant to the terms and conditions stated below, which are part of this agreement, the Subcontractor shall furnish all labor, materials, tools equipment, hoisting, scaffolding, clean-up and services necessary for the satisfactory completion of all work as described in the contract specifications as follows:

Scope of Work:

Bidding Addenda / Bulletins **See Exhibit B for Addendums**

And as shown on the drawings, including applicable addenda, accepted alternates, and all related work, and Subcontractor shall pay the government taxes, sales taxes, and use taxes as applicable. Without limiting the above scope, the following items of work are part of this Sub-Contract Agreement.

Specifications Dated: _____

Drawings Dated: _____

Initials _____

DOCUMENT 00 72 14

GENERAL CONDITIONS

1.1 SUMMARY

- A. Document Includes:
 - 1. General Conditions.

- B. Related Documents:
 - 1. Document 00 52 14 - Agreement Form.

1.2 GENERAL CONDITIONS

- A. AIA Document A201-2017 General Conditions of the Contract for Construction as modified, included herein, is the General Conditions of the Contract.

END OF DOCUMENT



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Boyne Falls Public Schools – Sinking Fund
Name, location and detailed description of Projects to be established and attached by written amendment executed by the parties.

All work in accordance with the relevant Project amendment, subject to the Owner’s fixed budget, and as otherwise approved by the Owner.

THE OWNER:

(Name, legal status and address)

Boyne Falls Public Schools
01662 M-75 South
Boyne Falls, MI 49713
Telephone: (231) 549-2211

THE ARCHITECT:

(Name, legal status and address)

Anthony P. Esson, Architect
P.O. Box 479
Gaylord, Michigan 49734
Telephone: (989) 350-1827

THE CONSTRUCTION MANAGER:

Sugar Construction
2968 Venture Drive
Midland, Michigan 48640
Telephone: (989) 631-4154

References to the "Contractor" herein with respect to the Construction Phase or as pertains to actual, physical construction shall be deemed to apply to the Construction Manager, and references to the Owner/Contractor Agreement shall refer to the Owner/Construction Manager Agreement, unless context suggests otherwise.

The inclusion of any reference to or use of the term "Construction Manager" in this document shall in no way be read to limit in any way the applicability of this document as provided in Owner-Construction Manager Agreement Section 1.3.

ADDITIONS AND DELETIONS:

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

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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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), which shall be awarded by the Owner and then assigned by the Owner to the Construction Manager after award, 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 in writing, the Contract Documents also include the advertisement or invitation to bid, Instructions to Bidders, other information furnished by the Owner in anticipation of receiving bids or proposals, accepted portions of the Contractor's bid or proposal, and portions of Addenda relating to bidding or proposal requirements. The Architect's execution of the Owner/Architect Agreement and the Construction Manager's execution of the Owner/Construction Manager Agreement and subcontractor agreements shall constitute their respective acceptance of all provisions of the Drawings, Addenda, and all Contract Documents.

§ 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 a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate the Contractor's performance of 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.

§ 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 the Owner and by Separate Contractors.

§ 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 or interpretations, as applicable, on Claims in accordance with Section 15.2. The Initial Decision Maker shall not be liable for results of interpretations or decisions rendered in good faith and without negligence.

§ 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.

§ 1.1.12 Unless specifically limited in the Contract, 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.

§ 1.1.13 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. If the Drawings and Specifications conflict with each other with regard to the quality or quantity of Work required, the better quality and/or the greater quantity shall govern, and shall be provided, unless instructions are otherwise furnished to the Contractor by the Architect in writing with the Owner's consent.

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

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. Where responsibility for particular Work is required of the Contractor, the Contractor shall not be released from that responsibility by reason of the location of the Specification, Drawing, or other information that establishes the responsibility. Thus, for example, the Contractor shall be responsible for all Work required of it, even though that responsibility may be shown only in that portion of the Contract 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 conflict or ambiguity within any single Contract Document (for example, these General Conditions, as modified), the conflict or ambiguity shall be resolved by complying with the provision that is most favorable to the Owner, as determined in the Owner's sole discretion.

§ 1.2.5 It is the intent of the Contract Documents to accomplish a complete and first-class installation in which there shall be installed new products of the latest and best design and manufacture, and workmanship shall be thoroughly first class, executed by competent and experienced workmen.

- .1 Details of preparation, construction, installation, and finishing encompassed by the Contract Documents shall conform to the best practices of the respective trades, and that workmanship and construction methods shall be of first class quality so as to accomplish a neat and first class finished job.
- .2 Where specific recognized standards are mentioned in the Specifications, it shall be interpreted that such requirements shall be complied with.

§ 1.2.6 The Contractor acknowledges that there may be items of the Work that the Contractor is responsible to provide under the Contract Documents that are not drawn or specified in the design but are necessary for the proper execution and completion of the Work, and are consistent with, and reasonably inferable from, the Drawings and Specifications. All such items shall be provided as part of the Work without delay in its progress and without any increase in the Contract Sum or Guaranteed Maximum Price.

§ 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 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 in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

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

§ 1.5.3 The Drawings, Specifications, and other documents and all data used in compiling any tests, surveys, or inspections at the Project Site and the results therefrom, as well as all photographs, drawings, specifications, schedules, data processing output, computer-aided design/drafting (CADD) system disks/tapes, computations, studies, audits, reports, models and other items of like kind, and all intellectual property, prepared or created for or in connection with the Project and required by the Owner, the Contractor, or a third party, belong to the Owner. The Contractor may retain one record set. All copies of them, except Contractor's record set, shall be returned or suitably accounted for upon completion of the Work. They are for use solely with respect to the Project. The Contractor shall not, without the prior written consent of the Owner, use or permit anyone to use any Drawings, Specifications, or other documents prepared for or in connection with the Project, or any concepts or ideas developed in connection with the Project, for any purpose other than the Project. The Owner shall at all times have access to and control over the disposition of any Drawings, Specifications, and other documents pertaining to the Project.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to an appropriate representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by registered or certified mail, by courier, or by electronic transmission if an acknowledgment of receipt is received from the recipient or proof of receipt is otherwise established. The parties acknowledge that an appropriate representative of the Owner shall be have authority only to the extent provided by the Owner's Board of Education.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to an appropriate representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery. The parties acknowledge that an appropriate representative of the Owner shall be have authority only to the extent provided by the Owner's Board of Education.

§ 1.7 Digital Data Use and Transmission

The parties may agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

(Paragraphs deleted)

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 matters requiring the Owner's approval or authorization subject to parameters of authority established by the Owner's Board of Education. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 NOT USED

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish, as applicable, to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall immediately notify the Owner that the Work has stopped and state with specificity why any evidence provided (or not provided) by the Owner is insufficient. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents. The parties' disagreement as to the appropriateness of payment for services performed shall not constitute the Owner's failure to make financial arrangements to fulfill the Owner's obligations under the Contract Documents.

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

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

§ 2.3 Information and Services Required of the Owner

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

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the State of Michigan. 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.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor whose status under the Contract Documents shall be that of the Architect.

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a three-day period after receipt of notice from the Owner or the Owner's designee (including, for this purpose, the Architect) to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, including any claim against the Contractor's Performance Bond, correct such default or neglect. In the event the Contractor's default or neglect results in a threat to the safety of persons or property, the Contractor shall immediately commence and continue correction; otherwise, the Owner may undertake the same actions as permitted in the prior sentence. 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 Architect's and/or other Contractor's additional services made necessary by such default, neglect, or failure. If the Contractor does not agree to a Change Order as described in the preceding sentence, the Owner may nevertheless withhold the reasonable cost of correcting such deficiencies and the expenses identified in the preceding sentence (including, but not limited to, all legal expenses incurred to effectuate and enforce this provision). Exercise of such rights shall in no way limit or jeopardize the Owner's right to any claim against the Performance Bond or Contractor. The Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the aforementioned Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15. In the event the Owner directs another entity to perform Work pursuant to this Section that otherwise is the obligation of the Contractor, including correction of safety violations, either at the Contractor's request or as a result of the Contractor's failure to perform such Work, the Owner may withhold any payments due Contractor to cover all costs for labor, material, and equipment plus that other entity's administrative, profit, and overhead costs. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

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. Because the Project utilizes a Construction Manager as Constructor, the term "Contractor" shall, unless otherwise provided herein, mean the Project's Construction Manager.

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

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

§ 3.1.4 These General Conditions refer to the relationship between the Owner and Contractor. As to the contract between the Contractor and its Subcontractors, the General Conditions shall be read as the Contractor having the position of the Owner and the Subcontractors having the position of the Contractor. The Subcontractors are bound to the Contractor just as the Contractor is bound to the Owner. The Subcontractor shall have all the rights, duties and obligations to the Contractor as the Contractor has rights, duties and obligations to the Owner. The Subcontractors shall agree to and accept the same responsibility to the Owner as the Contractor. In the event any failure of a Subcontractor or the Subcontractor's Subcontractor or supplier, at any tier, causes any type of defective Work, injury, loss or damage to the Owner, direct or indirect, the Contractor shall be jointly and severally liable to the Owner for such injury in addition to any responsibility or liability of the Subcontractor.

§ 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. The Contractor and/or its subcontractors shall independently verify all information related to utilities prior to beginning the Work. The Contractor shall make careful investigation to establish the exact location of any such items indicated on the Drawings. The Contractor shall be responsible for all costs arising out of damage to such items or additional construction costs incurred because Contractor failed to verify said information.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, 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 Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the 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 Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require, with a copy of same to be forwarded to the Owner.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for

nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

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

§ 3.3 Supervision and Construction Procedures

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

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

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work. The Contractor shall be deemed to have accepted prior work when it commences provision of subsequent Work and shall be responsible for the cost of repair, replacement, or reconstruction if the prior work is found to be improper.

§ 3.4 Labor and Materials and Utilities

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

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect 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 Immediately after "award of the Contract," the Contractor shall provide the Architect a list showing the name of the manufacturer proposed to be used for each of the product(s) identified in the Specifications and, where applicable, the name of the installing Subcontractor.

§ 3.4.6 The Architect will reply in writing to the Contractor stating whether the Owner or the Architect, after due investigation, has reasonable objection to any such proposal. If adequate data on any proposed manufacturer or installer is not available, the Architect may state that action will be deferred until the Contractor provides further data.

§ 3.4.7 In all cases involving utilities, unless the Contract Documents specifically provide otherwise, it shall be the Contractor's responsibility to coordinate the Work with the owners of such utilities for the protection of such utilities and for the safety associated with working with or in the vicinity of such utilities. The Contractor shall coordinate any work required by private and/or public utility companies to provide utilities to the Work and/or shall coordinate relocation of utilities as required by the Work. Any reference to the Owner being responsible for the coordination of, the paying for, or the relocation of any utility or associated equipment, which it does not own or control, requires only reasonable efforts by the Owner to coordinate such activity.

§ 3.4.8 Asbestos-Free Product Installation

§ 3.4.8.1 It is hereby understood and agreed that no product and/or material containing asbestos, including chrysolite, amosite, crocidolite, tremolite asbestos, anthrophyllite 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 its employees, agents, Subcontractors, or other individuals or entities over whom the Contractor has control. The Contractor shall be required to provide a signed certification statement ensuring that all products or materials installed or introduced into the Work will be asbestos-free.

§ 3.4.8.2 The Contractor also shall 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 3.4.8.1.

§ 3.4.8.3 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.

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

§ 3.5 Warranty

§ 3.5.1 In addition to any other warranties, guarantees, or obligations set forth in the Contract Documents or applicable as a matter of 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 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 purposes for which they are intended.
- .4 The Work and all materials and equipment incorporated into the Work will be merchantable.
- .5 The Work and all materials and equipment incorporated into the Work will conform in all respects to the Contract Documents.

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 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 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 Architect the warranties, project manuals, operating procedures, and other materials related to each of the building systems and materials included in the Contractor's Work and as required by the Specifications.

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

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work 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 pay all local, 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 indemnify the Owner and hold it harmless from same.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 The Contractor shall secure and pay for the building permit as well as 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 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 and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Owner and Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, they will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Owner and Architect 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 Contractor in writing, stating the reasons. If Contractor disputes the determination or recommendation, the Contractor shall submit a Claim 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.

§ 3.7.4.1 The Contractor bidding on the Work is responsible for visiting the site and determining all local conditions that may in any way affect its Work.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately

suspend any operations that would affect them and shall provide written and dated notification to the Owner 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 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 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 a superintendent who is satisfactory to the Owner.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Owner and/or the Architect may notify the Contractor, stating whether the Owner and/or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, except with a superintendent who is satisfactory to the Owner.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits required under the Contract Documents or any scheduling updates issued by the Architect or Owner. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. 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 Architect and Owner in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other contractors or the construction or operations of the Owner's own forces. The Contractor acknowledges and understands that the work schedule will be modified from time-to-time with the Owner's approval to coordinate with the work of others and that such schedule

changes do not give rise to a claim for damages or additional compensation by the Contractor for delay or otherwise. The Contractor shall be required to conform to the most recent Owner-approved schedule and acknowledges that fact was taken into account when it agreed to the Contract Sum and entered into this Contract.

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

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent approved Project schedules and the most recent Work schedule submitted to the Owner and Architect consistent therewith.

§ 3.10.4 NOT USED

§ 3.10.5 Progress Meetings: Meetings of representatives of the various Contractors may be held for the purpose of coordination and furthering the progress of the Work. Contractor and Subcontractor attendance is mandatory. Meetings shall be held at regular intervals as provided in the General Requirements; special meetings may be held if deemed necessary by the Owner and/or Architect.

§ 3.10.6 The Contractor shall proceed strictly (not substantially) in accordance with the critical path set forth in the Construction Schedule. The Contractor shall monitor the progress of the Work for conformance with the requirements of the Construction Schedule and shall promptly advise the Owner of any delays or potential delays. If any progress report indicates any delays, the Architect shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment of the Contract Time or any Milestone Date or the Contractor's Guaranteed Maximum Price unless any such adjustment is agreed to by the Owner and authorized pursuant to a Change Order.

§ 3.11 Documents and Samples at the Site

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

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

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

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review

by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is 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 Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner 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 approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's review and approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect in 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 Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

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

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

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

§ 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.2 Anything contained in the Contract Documents to the contrary notwithstanding, no one except the Owner shall be permitted to disrupt the operation of any building system or any other services without the Owner's prior written consent. Any request to perform such work shall be in writing, received by the Owner no less than five (5) days prior to the commencement of the requested disruption, and shall detail (i) the exact nature and duration of such interruption, (ii) the area affected, and (iii) any impact upon the Construction Schedule caused by such proposed temporary disruption. Unless otherwise approved by the Owner, all work shall be performed during the hours and on the days set forth in the Specifications, in accordance with the most-recent project schedule, and/or as directed by the Owner or Architect. The Contractor's failure to comply with the notice provisions of this section shall constitute a waiver by the Contractor of any right it may have to an adjustment of the Contract Time, on account of any postponement, rescheduling, or other delays ordered by the Owner in connection with any Work for which appropriate notice was not furnished.

§ 3.13.3 The Contractor will consult with the Owner and the Architect concerning any necessary operations at the Project site, including staging area limits, office or storage trailer locations, dumpster operations, equipment and material deliveries, hoisting areas and any other construction impacts on the Owner's grounds.

§ 3.14 Cutting and Patching

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

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

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

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner 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, both within the limits of the construction site and the adjacent areas leading to it, shall be maintained, opened to travel and kept in a clean condition. Failure by the Contractor to maintain said areas will result in the Owner's cleaning of same, at the expense of the Contractor.

§ 3.15.4 In addition to removal of rubbish, the Contractor and its Subcontractors, under the Contractor's direction, shall replace any broken glass, remove stains, spots, marks, and dirt from decorated work, clean hardware, and/or remove spots and smears from all surfaces which were affected by the Work.

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall indemnify and hold harmless the Owner and Architect from any and all cost, damages, or loss on account thereof, including, but not limited to, actual attorneys' fees, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect. The review by the Owner or Architect of any method of construction, invention, appliance, process, article, device or materials of any kind shall be for its adequacy in 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, Architect, 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, or the failure to perform, the Work or the duties or obligations of the Contractor under the Owner/Contractor Agreement, these General Conditions, or the failure of the Contractor or the Work to conform with the Contract Documents, caused in whole or in part by the Contractor's breach of the Contract Documents or 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 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, Architect, Architect's consultants, and agents and employees of any of them for all amounts such parties may be required to pay in attorney fees in order to pursue enforcement of this provision against the Contractor or otherwise obtain indemnification from the Contractor provided under the terms of this Section 3.18. Such obligation shall not be construed to negate, abridge or reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person set forth in this section. To the fullest extent permitted by law, the Contractor shall indemnify the Owner and hold the Owner harmless against all loss by fines, penalties or corrective measures resulting from acts of the Contractor 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 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, protect, and hold harmless the Owner and Architect from and against the payment of the following:

- .1 all contributions, taxes, or premiums (including interest and penalties thereof) 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;
- .2 all sales, use, personal property and other taxes (including interest and penalties thereof) 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; and
- .3 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, defend, 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, condition, or waste, toxic substance, pollution, or contamination brought into the Project site or caused or exacerbated 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 or Architect is named as a party, the Contractor shall

immediately advise the Owner and Architect, 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

§ 4.1 General

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

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner and Architect.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment and with the Owner's written concurrence during the correction period. The 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 agreed with the Owner or required by law, to become familiar with the progress and quality of the portion of the Work completed, and to determine if the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. Except as otherwise set forth herein or in the Owner/Architect Agreement, the Architect will not have control over, charge of, or responsibility for the 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. The Architect shall provide all services and duties that may be performed by an "Architect" or "Engineer" in 1937 PA 306 and 1980 PA 299.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner informed about the progress and quality of the portion of the Work completed, will guard the Owner against defects and deficiencies in the Work, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. Except as required by the agreement between Owner and Architect or this document, the Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and, except as provided in the agreement between Owner and Architect or this document, will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work. The Architect shall provide all services and duties that may be performed by an "Architect" or "Engineer" in 1937 PA 306 and 1980 PA 299.

§ 4.2.4 Communications

The Owner and Contractor shall endeavor to include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise materially affecting the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 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 Owner and Architect or, in the absence of an approved submittal schedule, with reasonable promptness as to cause no delay in the Work while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals 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 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 Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. However, should the Architect discover during the course of such review any inaccuracies, incompleteness, or other irregularities, the Architect 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.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine, with the Owner's concurrence, the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 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.

§ 4.2.11 The Architect will interpret matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness given the particular circumstances.

§ 4.2.12 Interpretations 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, the Architect will endeavor to secure faithful performance by Contractor, and will not be liable for results of interpretations or decisions rendered in good faith and without negligence.

§ 4.2.13 The Architect's interpretations on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness given the particular circumstances. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. A Subcontractor expressly includes a trade contractor awarded work by the Owner pursuant to competitive bidding (or, if competitive bidding is not required, by any other process allowed by law), when such work is assigned to the Construction Manager in accordance with the Owner/Construction Manager Agreement. 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 a Separate Contractor or the subcontractors of a Separate Contractor. The term "Subcontractor" shall also include Sub-subcontractors at any

tier and material and equipment suppliers. Each and every subcontract shall be understood to have the Owner as a third-party beneficiary, and the Owner shall enjoy all third-party beneficiary rights permitted by law.

§ 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 by Owner as required by law, shall notify the Owner and Architect in writing of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. All contractual agreements with additional persons or entities serving as a Subcontractor or supplier 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 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 or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, despite the Architect's or Owner's reasonable objection, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

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

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner 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. Without limiting the breadth of this Section 5.3, the Contractor shall ensure that all Subcontractors have provided insurance required by the Contract Documents and shall provide copies of certificates of insurance or the full insurance policies upon the Owner's reasonable request.

§ 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 may be adjusted as negotiated by the parties.

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance. The Contractor shall be responsible for coordinating the Work and 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 separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 NOT USED

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate 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 or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

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

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, 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 allocate the cost among those responsible. The Owner's right to clean up shall in no event be deemed a duty, and should the Owner choose not to pursue this remedy, the Contractor necessitating such action shall remain fully responsible for the same.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect 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.

§ 7.2.2 Unless expressly stated otherwise in the Change Order, an agreement on any Change Order shall constitute the Contractor's final position on all matters relating to the change in the work that is subject to the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all 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 Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

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

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

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

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

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the 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 7.3.7.

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

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

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for undisputed Work completed under the Construction Change Directive in Applications for Payment. For those undisputed portions, the Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost, if agreed to by the Owner in writing, shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of 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 Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments in writing, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.3.11 In no event shall the Contractor be entitled to receive, and the contractor hereby waives the right to receive, any payment or any extension of time for additional or changed work, whether partially or fully completed or simply proposed, unless such additional work is authorized by a written Change Order or Construction Change Directive signed by the Owner, nor shall the Contractor be obligated to proceed with any such work. Only the Owner shall have the right to issue a written Change Order or Constructive Change Directive to the Contractor authorizing an addition, deletion or other revision in the scope of the Work and/or an adjustment in the Contract Sum or the Construction Schedule.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall either (i) file a Claim in accordance with Article 15 and continue to implement the change in the Work, or (ii) notify the Owner and the Architect in writing and shall not proceed to implement the change in the Work. Without limiting other restrictions on payment, if the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.2.4 Without altering the applicability and obligations of Section 8.2.3, the Contractor shall prosecute the Work undertaken in a prompt and diligent manner wherever such Work, or any part of it, becomes available, or at such other times as the Owner and/or Architect 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 a Separate Contractor, the Owner, or the Architect. Any supplies, materials, tools and/or equipment that are to be furnished by the Contractor hereunder shall be furnished in sufficient time to enable the Contractor to perform and complete its Work within the time or times provided for herein. If the Contractor, through its negligence or failure, including the negligence or failure of its Subcontractors or suppliers, fails to furnish the necessary labor and/or supplies, materials, tools and/or equipment to meet 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 the Contractor fails to take such action necessary to bring its part of the Work up to schedule within twenty-four (24) hours of receiving notice from the Owner or Architect, then the Owner, at its sole option, may supplement the Contractor's forces, materials and/or equipment or remove the Contractor from the Project, and the Owner may complete part or all of the remainder of the Contractor's Work, either utilizing in the Owner's sole discretion its own forces, new contractors chosen by the Owner or any Subcontractor or supplier of the Contractor, which may include fixed price supplemental work time and materials supplemental work, or any combination thereof, which in Owner's sole discretion will most quickly and completely cure the failure of the Contractor. The Contractor shall be responsible for any and all costs of performing or completing the Work that are incurred by the Owner or any Separate Contractor, Subcontractor, supplier, or other entity on the Owner's behalf. The Owner may withhold such costs from the subsequent payments due the Contractor. To the extent such withholdings are insufficient to cover the costs, the Contractor shall pay the difference within ten (10) days of receiving an invoice for the same. 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.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 Provided the Contractor submits a written request for an extension not more than fourteen (14) days after the occurrence that gives rise to the delay, if the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by fire, unavoidable casualties, significant and unusual adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending litigation, mediation, arbitration or binding dispute resolution, as applicable; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine and with which the Owner agrees. 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 precludes recovery of damages for delay by the Contractor under other provisions of the Contract Documents. Under no circumstances may the Contractor assert a Claim, cause of action, or other relief against the Owner for delay damages.

§ 8.4 Delay Damage Claims

§ 8.4.1 If the Contractor fails to complete its Work on time resulting in loss or damage to the Owner, whether or not liquidated damages are called for in the Contract Documents, the Owner shall be entitled to recover any damages caused by the Contractor's breach, including overhead, profit, extended general conditions, actual attorney fees, etc.

§ 8.4.2 Liquidated Damages: The Owner and Contractor recognize that time is of the essence of the Contract and that the Owner will suffer financial loss if the Work is not Substantially Complete and approved for occupancy within the time limits specified, plus any extensions of time as allowed by the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the Owner if the Work is not Substantially Complete on time due to several factors, including the unique position of the Owner as a public school. Accordingly, instead of requiring any such proof, the Owner and Contractor agree that as liquidated damages for delay (but not as penalty) caused by the Contractor, the Contractor shall pay the Owner _____ Dollars (\$ _____) for each day that expires after the date of Substantial Completion for the Project until the Work is Substantially Complete. Liquidated Damages charges shall be deducted from the payments owed to the Contractor. The Owner reserves the right to demand legal proceedings should the actual loss be reasonably known to exceed the damages provided herein. Any allegation of damages for delay asserted by the Contractor against the Owner shall be governed by Section 8.3.3, Section 8.4.3, and Section 8.4.4 contained herein.

§ 8.4.3 In the event the Contractor is hindered in the commencement or progress of the Work by someone other than the Owner, and in the event the Contractor claims damages as a direct and proximate consequence thereof (including, but not limited to, extended general conditions, overhead, profit, overtime, interest, supervision or other costs or profits whatsoever), then the Contractor shall not assert such claims against the Owner, and as to the Owner, the Contractor's claims of delay damages are hereby waived. The Contractor's sole and exclusive remedy regarding such claims for such delay damages shall be to pursue such claims directly against the individual or entity which caused the delay.

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

§ 8.4.4 In the event of any delay in the completion of the Contractor's Work or scheduling of the Contractor's Work, including the sequence of that Work which is attributable to the Owner, and if it is determined by a court of competent jurisdiction that the Owner is liable for such delay despite the other terms of this Contract barring any Owner liability for damages for delay, then the Owner shall be liable to the Contractor for liquidated damages in the amount of not to exceed One Hundred Dollars (\$100) per day, maximum, which shall include all of the Contractor's claims, including

by way of example, delays, compressions of schedule, lost productivity, lost profits, lost opportunities, out of sequence work, overhead, crowding, tools, equipment, rentals, etc.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

The Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Owner or Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.2.1 The schedule of values shall be prepared in such manner that the value associated for each major item of work and each subcontracted item of work is shown with materials and labor indicated separately on AIA Document G702 - Application and Certificate of Payment, and AIA Document G703 - Continuation Sheet, or otherwise.

§ 9.3 Applications for Payment

§ 9.3.1 At least fifteen (15) days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents. The form of Application and Certificate for Payment shall be AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet, unless otherwise agreed by the Owner. Applications for Payment are due to the office of the Architect by the designated day of the month. Applications for Payment that are received after the specified date will not be processed until the following month.

§ 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 Architect, but not yet included in Change Orders. A request for payment of sums related to work regarding Construction Change Directives shall, unless qualified in writing at the time of request, constitute full and complete consent to the Construction Change Directive(s) and to the issuance of a Change Order.

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

§ 9.3.1.3 The Contractor shall submit with each monthly Application for Payment (1) an Affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the previous application was submitted and for which 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 for the Contractor addressing all previous Applications for Payment submitted for the Project.

§ 9.3.1.4 The Contractor must provide copies of the insurance certificates, bonds, and the same for all of the Subcontractors prior to submitting the first Application for Payment.

§ 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

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by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site. Payment to Contractor for materials stored off site is discouraged. When circumstances indicate that the Owner's best interest is served by off-site storage, the Contractor shall make written request to the Owner for approval to include such material costs in the next progress payment. The Contractor's request shall include the following information:

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

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

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations 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 Architect, in writing, together with the certification to which it pertains. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed, unless otherwise required by the Agreement between the Owner and the Architect or applicable law, construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

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

- .1 defective Work not remedied, or the Contractor is in default on the Agreement;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .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 failure to carry out the Work in accordance with the Contract Documents;
- .8 the Work not having progressed to the extent set forth in the Application for Payment;
- .9 representations of the Contractor are untrue;
- .10 failing to conform to Project Schedule;
- .11 default in the performance of any obligation to the Owner under another contract; or
- .12 failure to provide sufficiently skilled workers.

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

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

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.5.5 If the Contractor disputes any determination by the Owner or Architect 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.

§ 9.5.6 Notwithstanding anything herein to the contrary, the Owner has no obligation to pay the Contractor absent receipt of a Certificate for Payment for the requested amount, and neither the Architect's failure to issue a Certificate for Payment nor the Architect's failure to notify the Contractor and/or Owner of a withheld Certificate for Payment creates an obligation on the Owner to pay the Contractor. The foregoing sentence shall not operate to limit the right of the Owner to dispute amounts requested by the Contractor or to withhold payments from the Contractor as provided in the Contract Documents.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a 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 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 Architect 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 Architect and Owner on account of portions of the Work done by such Subcontractor.

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

§ 9.6.5 The Owner may, in its sole discretion, after providing Contractor with ten (10) days prior written notice, make direct payments to the Contractor's Subcontractors, suppliers, laborers or claimants relating to labor or material provided to the Contractor for which the Contractor has not provided a waiver of lien, in the event the Subcontractors, suppliers, laborers or claimants threaten to or actually cease providing labor and/or materials for the Project 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, suppliers, laborers or claimants, the Contractor shall provide a bond in the amount the Contractor believes the Owner will overpay, within ten (10) days of receipt of notice, or be barred from making any claim that the amount of the direct payment was incorrect. Payment under this provision shall not jeopardize any other remedy available to the Owner.

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

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

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

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

§ 9.7 Failure of Payment

If without justifiable basis under the Contract Documents, including these General Conditions the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the undisputed amount asserted by the Contractor in its Application for Payment or awarded by a court, then the Contractor may, upon twenty-one (21) additional days' written notice to the Owner and Architect, stop the Work until payment of the undisputed 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 shutdown, delay and start-up, plus interest as provided for in the Contract Documents. The Contractor acknowledges the Owner's right to dispute in good faith any amount requested by the Contractor, and, irrespective of the Architect's issuance of a Certificate for Payment, the Owner's right to

withhold payments from the Contractor, including, without limitation, to correct Work that fails to conform with the Contract Documents or as an offset or recoupment to recover the cost of damages incurred by the Owner due to the Contractor's breach of the Contract or a wrongful or negligent act or omission of the Contractor.

§ 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 that 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 prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect 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 Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item immediately. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

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

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

§ 9.8.6 Notwithstanding Sections 9.8.1 and 9.8.2, as a condition precedent to establishing the date of Substantial Completion, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected (a "punch list"). The Contractor shall respond immediately to correct Work deficiencies and/or punch list items. Should the Contractor fail to make corrections in a timely fashion, but not later than fifteen (15) 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 any remaining payments due the Contractor shall be withheld by the Owner.

§ 9.8.7 The Contractor shall promptly notify the Architect, in writing, when the Work deficiencies and/or punch list items are completed. Upon the review of the Work by the Architect after such notification by the Contractor, if Work deficiencies and/or punch list items shall continue to exist, the Contractor shall reimburse the Owner its cost plus ten percent (10%) overhead and profit on any cost incurred by the Owner, including the Architect's fees for re-inspection 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.

§ 9.9 Partial Occupancy or Use

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

§ 9.9.4 Any agreement as to the acceptance of non-conforming Work not complying with the requirements of the Contract Documents shall be in writing in the form of a Change Order, acceptable to the Owner's authorized representative and signed by all parties.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final 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 (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, (6) an affidavit that states the Work is fully completed and performed in accordance with the Contract Documents, (7) 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, (8) a general release executed by the Contractor on a form provided by the Owner, (9) all close-out documents, (10) all warranties collected and provided in an acceptable manner, and (11) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and 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 Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall not constitute a waiver of Claims by the
(Paragraphs deleted)
Owner.

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

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.

§ 10.1.1 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 continuously maintain adequate protection of all Work from damage and shall protect the Owner's property from injury or loss. The Contractor shall make good any such damage, injury or loss at no cost to the Owner, except to the extent directly caused by agents or employees of the Owner. The Contractor shall adequately protect the Work and adjacent property as required by law, the Contract Documents, or as otherwise required, to cause no damage to the Work and adjacent property during the execution of the Work. This requirement shall also apply to structures above and below ground as conditions of the site require. The Contractor shall also provide recommendations and information to the Owner regarding (a) the assignment of responsibilities for safety precautions and programs by the Subcontractors and responsibilities for safety precautions and programs by the Subcontractors and the Owner for the safety of Owner, and the general public; (b) temporary facilities; and (c) equipment, materials and services for common use of Subcontractors. The Contractor shall verify that the requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 10.1.2 The Contractor is solely responsible to the Owner for health and safety at the Project site and, accordingly, shall be solely responsible for initiating, monitoring, maintaining and supervising all safety precautions and programs in connection with the performance of the Work. The foregoing does not relieve the Subcontractors of their responsibility to the Contractor for the safe performance of their Work in accordance with all applicable laws.

§ 10.1.3 The Contractor shall develop and implement a health and safety plan that complies with all applicable laws covering all activities on the Project Site except those activities performed solely by the Owner. The Contractor shall provide the Owner a copy of such health and safety plan prior to commencement of Work. The Owner shall have no duty to review the plan and shall assume no duty by doing so.

§ 10.2 Safety of Persons and Property

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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .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.

§ 10.2.2 The Contractor shall take all reasonable safety precautions with respect to its Work and 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 Architect any injury to any of Contractor's or its Subcontractor's employees at the site within one (1) day after the occurrence of such injury.

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

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

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§ 10.2.5 The Contractor shall promptly remedy damage and loss to property referred to in Sections 10.2.1.2 and 10.2.1.3 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 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either 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 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 the Contractor suffers injury or damage to person or property because of an act or omission of the Owner, or of others for whose acts the Owner is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the Owner within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the Owner to investigate the matter. This provision shall be for investigative purposes only and shall not eliminate or reduce a party's obligation to pursue Claims. The Contractor's failure to do so shall be an irrevocable waiver of any Claim 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 limitation periods established by Michigan law.

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

§ 10.2.8.2 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.

§ 10.2.9 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 sentence, the Contractor shall comply with all laws applicable to student and/or school safety.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect in writing of the condition.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner, in its discretion, shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall, as a courtesy, furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance.

When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately to address shutdown, delay, and start-up.

§ 10.3.3 NOT USED

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site. To the extent the Contract Documents require the removal, transport and disposal of hazardous materials, the Contractor agrees that it assumes responsibility for said tasks as part of the Contract.

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

§ 10.3.6 NOT USED

§ 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 paragraph will be construed as relieving Contractor from the cost and responsibilities for emergencies covered hereby.

§ 10.5 Notification of Utility Companies

§ 10.5.1 At least five (5) working days prior to the start of work in areas which may involve existing utility lines, the Contractor shall notify the MISS DIG notification system, as legally required and, if applicable, any Registered Utility Protection Service of the utility company possibly affected by the planned work by certified mail with return receipt requested.

§ 10.5.2 The utility company should, upon receipt of notice, stake, mark or otherwise designate the location (and depth) of their lines, or temporarily move the line(s). The Contractor shall wait for the applicable utility to stake and/or mark its utility lines before commencing the relevant Work

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

§ 10.5.4 The Contractor shall immediately alert the Owner, 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.

§ 10.6 Security

§ 10.6.1 All construction participants, including the Contractor, Architect, Subcontractors, etc., shall cooperate with the Owner's security personnel and shall comply with all of the Owner's security requirements. Such requirements shall include, without limitation, if requested by the Owner, delivering to the Owner's security personnel, prior to the commencement of the Work on each day, a list of all personnel who will be permitted access to the Work. The foregoing, however, shall not relieve the Contractor of any obligation to provide a safe and secure workplace for all parties entering the Project Site. The Contractor shall be responsible to implement commercially reasonable data security protection measures to protect the Owner's networks and data when performing technology-related Work.

§ 10.7 Fire Protection

§ 10.7.1 The Contractor shall maintain free access to the building areas for firefighting equipment and shall at no time block off main roadways or fire aisles without providing adequate auxiliary roadways and means of entrance for firefighting equipment, including heavy fire department trucks, where applicable.

§ 10.7.2 The Contractor shall at all times cooperate with the Owner and kept the municipal fire department informed of the means of entrance and changes to the roadways or fire aisles as needed to provide fire department access to or around the Project Site.

§ 10.7.3 The Contractor shall, during the entire construction period and until the completion of the Work, provide and maintain all material, equipment, and services necessary for an adequate fire protection system, which shall meet the approval of the Owner and/or the Architect. The system shall, at a minimum, meet the requirements set forth in the Contract Documents and of applicable laws. These requirements shall be augmented and/or the installations relocated, as may be necessary to meet, at all time, the demands of adequate protection in all areas and shall not be reduced prior to the completion of the Work with the written approval of the Owner and/or the Architect.

§ 10.8 Environmental Statement and Responsibility of Contractors and Sub-Contractors

§ 10.8.1 It shall be the responsibility of the Contractor to pay any and all costs incurred in any way related to clean up related to any environmental hazard created by means of release, spill, leak or any other means of contamination caused by accident or negligence that is the responsibility of Contractor or its subcontractors or other agents.

§ 10.8.2 It shall be the responsibility of the Contractor to dispose of any product(s) and/or material in strict compliance with applicable federal, state, and local laws (e.g., Environmental Protection Agency, Michigan Department of Natural Resources, etc.).

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as required by law and as otherwise described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies rated A- or better by A.M. Best Company and lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Owner hereby requires the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder, each in the penal sum of 100% of the Contract Sum and in accordance with applicable law, on the date of execution of the Contract. The Owner may also require, through the Contract Documents or otherwise, that any contract valued at \$50,000 or less shall also include payment and performance bonds each in the penal sum of up to 100% of the Contract Sum. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located. The Contractor shall obtain and provide to the Owner copies of any and all bonds required by the Contract prior to Contractor beginning performance pursuant to the Contract. The Contractor's obligation to provide such bonds shall not be waived in any fashion, including any failure to secure such bonds prior to Contractor beginning performance pursuant to the Agreement.

§ 11.1.2.1 The Contractor's liability insurance shall be not less than the following:

.1	General Requirements		
a.	Worker's Compensation	-	Statutory (not less than \$1,000,000)
b.	Employer's Liability	-	\$1,000,000
.2	Comprehensive General Liability		
a.	Bodily Injury	-	\$2,000,000 Each Occurrence
		-	\$4,000,000 Aggregate
b.	Personal Injury	-	\$2,000,000 Each Occurrence
		-	\$4,000,000 Aggregate
.3	Automobile Liability		
a.	Bodily Injury	-	\$1,000,000 Each Person
		-	\$1,000,000 Each Occurrence
			\$2,000,000 Aggregate
b.	Property Damage	-	\$1,000,000 Each Occurrence
			\$2,000,000 Aggregate
.4	Independent Contractors	-	\$1,000,000 Each Occurrence
.5	Products and Complete Operations	-	\$1,000,000 for one (1) year, commencing with issuance of final Certificate for Payment

.6	Contractual Liability	-	\$1,000,000 Each Occurrence
.7	Umbrella Coverage	-	\$5,000,000

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

§ 11.1.4 For all insurances where the Contractor is obligated to have its insurance company name the Owner, Architect and Architect’s consultants 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." Should the Contractor’s insurance costs increase due to adding the Architect and/or Architect’s Consultants as additional insureds, and should such costs be passed on to the Owner, the Architect and Architect’s Consultants, as applicable, shall reimburse the Owner for such additional costs.

§ 11.1.5 **Notice of Cancellation or Expiration of Contractor’s Required Insurance.** Immediately after the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, but in no event less than the sooner of three (3) days after becoming aware or the coverage actually lapsing, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration, including the Contractor’s plan to immediately procure replacement insurance as required by the Contract Documents to avoid any lapse in coverage. Contractor’s failure to do so is a material breach of this Agreement, shall entitle the Owner to purchase replacement insurance at Contractor’s sole cost, and shall subject the Contractor to any and all damages related to its failure to comply with its required insurance obligations. Further, upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right, but not the obligation, to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner’s Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. This policy will exclude any tools, equipment, scaffolding, glass breakage, etc., owned or rented by the Contractor or Subcontractors and materials stored on the site, but not incorporated into the Project. The Contractor shall be responsible for protecting all product until the Date of Final Completion is established by the Architect/Engineer. The Contractor shall replace any Work if damaged before Final Completion. The Contractor may assume the risk itself or obtain insurance in amounts it deems sufficient.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may obtain insurance of reasonable type and coverage amount that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work and the parties shall negotiate an adjustment to the Contract Sum and Contract Time. Property Insurance provided by the Owner will cover only Work incorporated into the construction and will not cover tools, equipment, or other property owned, leased, rented, or borrowed by the Contractor, Subcontractor, Sub-Subcontractor, or others.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner’s Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor and (2) the Contract Time and Contract Sum shall be negotiated. If the Contractor purchases replacement coverage, the cost of the

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insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 Superior to any other provision herein or elsewhere in the Contract Documents, any references to "waiver of subrogation" or such similar provisions are hereby deleted and shall be declared to have no effect.

§ 11.3.2 NOT USED

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

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss.

§11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

It is understood that the correction of work, either before or after Substantial Completion, shall occur without extension of the Contract Time, without increase in the Contract Sum, and without use of any contingency.

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including work of other Contractors and Subcontractors, compensation of

consultants, any delay or related damages, attorneys' fees incurred by the Owner, additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense. The Owner shall have the right to charge the Contractor for any such costs and expenses and to deduct such amounts from any future payments due the Contractor.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. 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 2.5.

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

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

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

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

§ 12.2.5 Nothing contained in this Section 12.2 or other provisions of the Contract Documents establishing a "correction warranty" or other similar concept shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents, including, without limitation, Section 3.5. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.2.6 The Contractor shall respond immediately to correct Work deficiencies and/or punch list items. Failure to correct Work deficiencies and/or punch list items in a timely fashion shall be a substantial breach, and the Owner may terminate the Contract immediately. The Owner's right of termination in this Section 12.2.6 is separate and distinct from the right of termination in Section 14.2. 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 back charge and/or withholding future payments due the Contractor accordingly. The Contractor shall promptly notify the Architect in writing when Work deficiencies and/or punch list items are completed. If upon review of the Work by the Architect, after such notification by the Contractor, Work deficiencies and/or punch list items shall continue to exist, the Contractor shall reimburse the Owner for any costs incurred by the Owner, plus ten percent (10%) overhead and profit, as well as the Architect's fees for reinspections of the Work.

§ 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 signed by the Owner's authorized representative. Acceptance of nonconforming Work may only occur pursuant to such written Change Order.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the State of Michigan in all respects, except that Claims and causes of action brought by the Owner shall not be deemed untimely if filed within six (6) years of Substantial Completion of the entire Project.

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the 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 Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

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

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

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

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

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. For any late payments by the Owner, the interest rate shall not exceed five percent (5%) per annum (see MCL 438.31).

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, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, 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 Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Contract Documents, subject to justifiable withholding of payment as described herein or in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

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

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

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the 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 refuses or fails to supply enough properly skilled workers or proper materials to the point of negatively impacting the Project and/or the related schedule;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents; or
- .5 the Contractor fails to prosecute the Work or any part thereof with promptness and diligence or fails to perform any provisions of the Contract, or goes into bankruptcy, liquidation, makes an assignment for the benefit of creditors, enters into a composition with its creditors, or becomes insolvent.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, three (3) days' notice, terminate the Contractor's right to proceed with the Work, or such part of the Work as to which such defaults have occurred, and may take any one or more of the following actions:

- .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 three (3) day written notice described above in this Section.

The three (3) day notice period identified in this Section does not give rise to an opportunity for the Contractor to cure the cause for termination. Further, the Owner's failure to properly follow the termination procedure shall not be a substantial or material breach of the Contract or the Owner's obligations.

§ 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 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 be certified by the Initial Decision Maker, upon application, 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 Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed and costs incurred by reason of the 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, a change in the Contract Time, or other relief with respect to the terms of the Contract, including, but not limited to, additional sums, additional time for performance, or damages for delay. The term "Claim" also includes other disputes and matters in

question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents. The Contractor shall not knowingly (as "knowingly" is defined in the Federal False Claims Act, 31 USC 3729, *et seq.*) present or cause to be presented a false or fraudulent Claim. As a condition precedent to making a Claim by the Contractor, the Claim shall be accompanied by an affidavit sworn to before a notary public or other person authorized to administer oaths in the State of Michigan and executed by an authorized representative of the Contractor, which states that, "The Claim which is submitted herewith complies with subparagraph 15.1.1 of the General Conditions, as amended, which provides that the Contractor shall not knowingly present or cause to be presented a false or fraudulent claim." Claims of the Owner shall be governed by the relevant Michigan statutory limitations period.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims as set forth herein and shall pursue all causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2. The Owner shall commence all claims and causes of action in accordance with Section 13.1 and Section 15.1.2.1, regardless of any other time frames identified in the Contract Documents. The Contractor shall commence all Claims and causes of action in accordance with Section 15.1.2 and Section 15.1.3, other provisions of the Contract, and in accordance with Michigan law.

§ 15.1.2.1 Regardless of any provisions to the contrary, the limitations period with respect to any Claim or cause of action by the Owner with respect to defective or nonconforming Work shall not commence until the discovery of such defective or nonconforming Work by the Owner. See also Section 13.1.

§ 15.1.2.2 Surety Notice and Prior Approval

Except where otherwise expressly required by the terms of the Agreement 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 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.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by the Contractor shall be initiated by notice to the Owner and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by the Contractor shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the Contractor first recognizes the condition giving rise to the Claim, whichever is later. The Contractor's failure to timely and properly initiate a Claim shall be an absolute and irrevocable waiver of such Claim and any cause of action. Claims and causes of action by the Owner shall be governed by the applicable statute of limitations period, except when a provision of the Contract Documents provides a longer period. The parties acknowledge, understand, and agree that the Contractor's required prompt filing of a Claim is critical to the Project, as Contractor Claims often affect the Project schedule and/or Project budget, and that the deadline and waiver applicable to Contractor Claims is a material inducement to the Owner entering into an agreement with the Contractor.

§ 15.1.3.2 NOT USED

§ 15.1.4 Continuing Contract Performance

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

§ 15.1.4.2 NOT USED

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Failure to provide such notice shall serve as an absolute bar against a Claim or cause of action for such an increase in the Contract Sum. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4. A Project delay shall not be a basis for a Claim or cause of action for additional cost by the Contractor. Delays may be remedied only through an extension of time per Sections 8.3.4 and 15.1.6.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided in Section 15.1.3 shall be given. Failure to give such notice shall be an absolute and irrevocable waiver of a Claim or cause of action for additional time. The Contractor's Claim shall include an estimate of probable effect of delay on progress of the Work due to the increase in Contract Time sought. In the case of a continuing delay, only one Claim is necessary.

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

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor waives Claims and/or causes of action against the Owner for consequential damages arising out of or relating to this Contract. This waiver includes, without limitation:

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

§ 15.2 Initial Decision

§ 15.2.1 Claims of the Contractor shall, and Claims of the Owner may, be referred to the Initial Decision Maker for initial interpretation. The Architect will serve as the Initial Decision Maker. Except for those Claims excluded by this Section 15.2.1, an initial interpretation shall be required as a condition precedent to mediation, arbitration and/or litigation of any Claim brought by the Contractor against the Owner. If an initial interpretation has not been rendered within 30 days after a Contractor-required or Owner-requested Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without an 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 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 suppliers 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 an interpretation. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a

response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will, based on its interpretation, either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial interpretation approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial interpretation shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any recommended change in the Contract Sum or Contract Time or both. If the Claim is timely and properly asserted, the initial interpretation shall be subject to the parties' agreed-upon dispute resolution process.

§ 15.2.6 NOT USED

(Paragraph deleted)

§ 15.2.7 In the event of a Claim against the Contractor, the Owner, Architect or Initial Decision Maker may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner, Architect or Initial Decision Maker may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

(Paragraph deleted)

§ 15.3 Mediation

§ 15.3.1 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 and 9.10.5, shall be subject to mediation as a condition precedent to the parties' agreed-upon dispute resolution process.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the commencement of the parties-agreed-upon dispute resolution proceedings but, in such event, mediation shall proceed in advance of such proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. All limitations periods shall be tolled during the mediation process.

§ 15.3.3 NOT USED

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

(Paragraphs deleted)

§ 15.4.4 Consolidation or Joinder

The Contractor further agrees to include similar dispute resolution provisions in all agreements with the Subcontractors, suppliers, and independent contractors and consultants retained for the Project and to require them to include a similar dispute resolution provision in all agreements with Subcontractors, all subconsultants, suppliers or fabricators so retained, thereby providing for a consistent method of dispute resolution between the parties to those agreements. Subject to the other limitations periods identified in these General Conditions which are understood to govern over this sentence, no demand for mediation or arbitration shall be made after the date when the applicable statutes of limitation would bar legal or equitable proceedings. During the pendency of any mediation or arbitration, all applicable limitations periods shall be tolled until the conclusion of that process.

With the exception of matters solely dealing with the Contract, the Owner reserves the right in its discretion to require consolidation or joinder of any mediation or arbitration arising out of or relating to this Agreement with another mediation or arbitration involving a person or entity not a party to this Agreement in any event the Owner believes such consolidation or joinder is necessary in order to resolve a dispute or avoid duplication of time, expense or effort. With the exception of matters solely dealing with the Contract, in the event the Owner is involved in a dispute which is

not subject to mediation or arbitration involving a person or entity not a party to this Agreement, the mediation and arbitration provisions of this article shall be deemed to be void and nonexistent in the event Owner, in its discretion, determines the Contractor should become a party to that dispute by joinder or otherwise. Any mediation or arbitration hearing shall be held in the general location where the Project is located, unless another location is mutually agreed upon.

(Paragraphs deleted)



SECTION 01 10 00

SUMMARY

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Contract description.
- B. Work by Owner.
- C. Owner supplied products.
- D. Contractor's use of site and premises.
- E. Specification Conventions.

1.2 CONTRACT DESCRIPTION

- A. Work of the Project comprises renovation of the Boyne Falls Public School building and includes selective demolition and replacement of interior floor finishes in the building as depicted.
- B. Perform Work of each Bid Category under stipulated sum contract with Construction Manager in accordance with Conditions of Contract.
- C. Work of each subcontract is described in each respective Bid Category.

1.3 WORK BY OWNER

- A. Items noted NIC (Not in Contract), movable cabinets, and furnishings will be furnished and installed by Owner after Substantial Completion.
- B. Asbestos identification and abatement (if any) will be completed by the Owner's independent Contractor prior to the commencement of Work under this contract.
- C. The Owner will also be undertaking a remodeling project at the main entrance which will be completed concurrently with portions of the work of contract. The main entrance vestibule and reception office area will be affected. Removal and replacement of flooring in the affected areas will be completed under this contract. Coordinate work schedule in the affected areas with the Construction Manager.

1.4 OWNER SUPPLIED PRODUCTS – Not Used

1.5 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Limit use of site and premises to allow:
 - 1. Owner occupancy.
 - 2. Work by Others and Work by Owner.
 - 3. Use of site and premises by the public.
- B. Tobacco use of any kind, including vaping in school buildings or on school sites (including in cars and trailers) is prohibited by law.

- C. Vehicular access to the site is limited to existing paved or gravel drives and parking areas. Vehicular access will not be permitted across lawns or concrete sidewalks or other site improvements except where required to access the work area upon approval of the Construction Manager.
- D. Coordinate site and building access routes with Owner and limit use of Owner parking areas during school operations.

1.6 SPECIFICATION CONVENTIONS

- A. These specifications are written in imperative mood and streamlined form. This imperative language is directed to the Contractor, unless specifically noted otherwise. The words "shall be" are included by inference where a colon (:) is used within sentences or phrases.
- B. Contractor is responsible for the entire Work identified in the Contract Documents without regard to the specific location of the information within the Contract Documents.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 20 00

PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Cash allowances.
- B. Contingency.
- C. Schedule of values.
- D. Applications for payment.
- E. Change procedures.
- F. Defect assessment.
- G. Unit Prices
- H. Alternates.

1.2 CASH ALLOWANCES

- A. Costs Included in Cash Allowances: Cost of product to Contractor or Subcontractor, less applicable trade discounts; product delivery to site and handling at site, including unloading, uncrating, and storage; protection of products from elements and from damage; and labor for installation and finishing.
- B. Architect/Engineer Responsibilities:
 - 1. Confirm quantities.
 - 2. Prepare Change Order.
- C. Contractor Responsibilities:
 - 1. Obtain proposals from suppliers and installers and offer recommendations.
 - 2. Execute purchase agreement with supplier and installer.
 - 3. Arrange for and process shop drawings, product data, and samples. Arrange for delivery.
 - 4. Promptly inspect products upon delivery for completeness, damage, and defects. Submit claims for transportation damage.
- D. Differences in costs will be adjusted by Change Order.
- E. Allowances Schedule:
 - 1. Section 09 68 13 – Tile Carpeting: Include in the Bid the total cost of tile carpet material required based on a unit price of \$30.00 per square yard for purchase of tile carpeting.

1.3 CONTINGENCY

- A. A Contingency fund has been established by the Owner and will be included in the project cost.

- B. Funds will be moved from the contingency as needed to cover changes in the work by Change Order.

1.4 SCHEDULE OF VALUES

- A. Submit printed schedule on AIA Form G703 - Continuation Sheet for G702. Contractor's standard form or electronic media printout following format of specified AIA form will be considered.
- B. Submit Schedule of Values in duplicate within 15 days after date of Construction Manager-Subcontractor Agreement.
- C. Format: Utilize Table of Contents of this Project Manual. Identify each line item with number and title of major specification Section. Identify site mobilization, bonds and insurance, and General Requirements as separate line items.
- D. Include in each line item, amount of Allowances specified in this section.
- E. Include within each line item, direct proportional amount of Contractor's overhead and profit.
- F. Revise schedule to list approved Change Orders, with each Application For Payment.

1.5 APPLICATIONS FOR PAYMENT

- A. Submit one copy of each application on AIA Form G702 - Application and Certificate for Payment and AIA G703 - Continuation Sheet for G702 or approved Contractor's electronic media driven form. Submit a pencil copy to the attention of the Construction Manager by the 20th of each month for approval. Once approved forward a final copy by mail to the office of the Construction Manager.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Submit updated construction schedule with each Application for Payment.
- D. Payment Period: Submit at intervals stipulated in the Agreement.
- E. Submit with transmittal letter as specified for Submittals in Section 01 33 00 - Submittal Procedures.
- F. Submit a fully executed Sworn Statement indicating all monies owed as of the date of application.
- G. Submit waivers of lien for each subcontractor and supplier included on the sworn statement. Payment will not be released without verification of waivers for the full balance of the previous payment.
- H. Substantiating Data: When Architect/Engineer requires substantiating information, submit data justifying dollar amounts in question. Include the following with Application for Payment:
 - 1. Partial release of liens from major subcontractors and vendors.
 - 2. Affidavits attesting to off-site stored products.
 - 3. Construction progress schedules.

1.6 CHANGE PROCEDURES

- A. The following procedures, as they apply, will flow from the Architect / Engineer, through the Construction Manager to the contractors and from the contractors to the Construction Manager.

- B. Submittals: Submit name of individual authorized to receive change documents and be responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- C. The Architect/Engineer will advise of minor changes in the Work not involving adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions in writing to the Contractor.
- D. The Architect/Engineer may issue a Proposal Request or Bulletin including a detailed description of proposed change with supplementary or revised Drawings and specifications. Contractor will prepare and submit estimate of cost and any required change in Contract Time within 14 days.
- E. Contractor may propose changes by submitting a request for change to Architect/Engineer, describing proposed change and its full effect on the Work. Include a statement describing reason for the change, and effect on Contract Sum/Price and Contract Time with full documentation and a statement describing effect on Work by separate or other Contractors.
- F. Stipulated Sum/Price Change Order: Based on Proposal Request (Bulletins) and Contractor's fixed price quotation or Contractor's request for Change Order as approved by Architect/Engineer.
- G. Unit Price Change Order: For contract unit prices and quantities, the Change Order will be executed on fixed unit price basis. For unit costs or quantities of units of work which are not pre-determined, execute Work under Construction Change Directive. Changes in Contract Sum/Price or Contract Time will be computed as specified for Time and Material Change Order.
- H. Construction Change Directive: Architect/Engineer may issue directive, on AIA Form G713 Construction Change Directive signed by Owner, instructing Contractor to proceed with change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute change.
- I. Time and Material Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in Conditions of the Contract. Architect/Engineer will determine change allowable in Contract Sum/Price and Contract Time as provided in Contract Documents.
- J. Maintain detailed records of work done on Time and Material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.
- K. Document each quotation for change in cost or time with sufficient data to allow evaluation of quotation.
- L. Change Order Forms: AIA G701 Change Order.
- M. Execution of Change Orders: Architect/Engineer will issue Change Orders for signatures of parties as provided in Conditions of the Contract.
- N. Correlation Of Contractor Submittals:
 - 1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Sum/Price.
 - 2. Promptly revise progress schedules to reflect change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
 - 3. Promptly enter changes in Project Record Documents.

1.7 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of the Architect/Engineer, it is not practical to remove and replace the Work, the Architect/Engineer will direct appropriate remedy or adjust payment.
- C. The defective Work may remain, but unit sum/price will be adjusted to new sum/price at discretion of Owner.
- D. Defective Work will be partially repaired to instructions of Architect/Engineer, and unit sum/price will be adjusted to new sum/price at discretion of Owner.
- E. Individual specification sections may modify these options or may identify specific formula or percentage sum/price reduction.
- F. Authority of Architect/Engineer to assess defects is final.
- G. Non-Payment for Rejected Products: Payment will not be made for rejected products for any of the following:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.
 - 3. Products not completely unloaded from transporting vehicle.
 - 4. Products placed beyond lines and levels of required Work.
 - 5. Products remaining on hand after completion of the Work.
 - 6. Loading, hauling, and disposing of rejected products.

1.8 UNIT PRICES – Not Used

1.9 BID ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in Owner-Contractor Agreement.
- B. Coordinate related work and modify surrounding work.
- C. Schedule of Alternates:
 - 1. Alternate No. 1: Tile Logo.
 - a. Alternate Item: Furnish and install a water-jet cut tile logo in Corridor 101 as indicated on Drawings T and A1.2.

PART 2 ODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 30 00

ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Coordination and project conditions.
- B. Field engineering.
- C. Preconstruction meeting.
- D. Site mobilization meeting.
- E. Progress meetings.
- F. Periodic construction visits.
- G. Pre-installation meetings.
- H. Project Record Documents.
- I. Acceptance of Preceding Work.
- J. Cutting and patching.
- K. Special procedures.

1.2 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and Work of various sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, operating equipment.
- C. Coordinate space requirements, supports, and installation of mechanical and electrical Work indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within construction. Coordinate locations of fixtures and outlets with finish elements.
- E. Coordinate completion and clean-up of Work of separate sections in preparation for Substantial Completion and for portions of Work designated for Owner's partial occupancy.

- F. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.3 FIELD ENGINEERING - Not Used

1.4 PRECONSTRUCTION MEETING

- A. Construction Manager will schedule meeting after Notice of Award.
- B. Attendance Required: Owner, Architect/Engineer, Construction Manager, and Subcontractor's.
- C. Agenda:
 - 1. Execution of Contracts.
 - 2. Submission of executed bonds and insurance certificates.
 - 3. Distribution of Contract Documents.
 - 4. Submission of list of products, schedule of values, and progress schedule.
 - 5. Designation of personnel representing parties in Contract, and Architect/Engineer.
 - 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - 7. Scheduling.
- D. The Construction Manager shall record minutes and distribute copies within two days after meeting to participants, with copies to Architect/Engineer, Owner, and those affected by decisions made.

1.5 PROGRESS MEETINGS

- A. The Construction Manager will schedule and administer meetings throughout progress of the Work at maximum bi-weekly intervals.
- B. The Construction Manager will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required: Construction Manager's Project Manager and On-site Superintendent, Subcontractor's Project Manager and Job Superintendent, major suppliers, Owner, Architect/Engineer, as appropriate to agenda topics for each meeting.
- D. Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of Work progress.
 - 3. Field observations, problems, and decisions.
 - 4. Identification of problems impeding planned progress.
 - 5. Review of submittals schedule and status of submittals.
 - 6. Review of off-site fabrication and delivery schedules.
 - 7. Maintenance of progress schedule.
 - 8. Corrective measures to regain projected schedules.
 - 9. Planned progress during succeeding work period.
 - 10. Coordination of projected progress.
 - 11. Maintenance of quality and work standards.
 - 12. Effect of proposed changes on progress schedule and coordination.
 - 13. Other business relating to Work.
 - 14. Coordination of work by Owner's Contractor with work of the General Contract.
 - 15. Project Record Documents.

- E. The Construction Manager shall record minutes and distribute copies within two days after meeting to participants, with copies to Architect/Engineer, Owner, and those affected by decisions made.

1.6 PERIODIC CONSTRUCTION VISITS

- A. The Architect and Owner will visit the project site at maximum weekly intervals. The purpose of the visits will be to monitor the progress and quality of the work.
- B. The Construction Manager's Site Superintendent shall be available for meetings with the Architect and Owner.
- C. Agenda:
 - 1. Review of Work in progress.
 - 2. Field observations, problems, and decisions.
 - 3. Identification of problems which impede planned progress.
 - 4. Maintenance of progress schedule.
 - 5. Corrective measures to regain projected schedules.
 - 6. Planned progress during succeeding work period.
 - 7. Maintenance of quality and work standards.
 - 8. Other business relating to Work.

1.7 PRE-INSTALLATION MEETINGS

- A. When required in individual specification sections, convene pre-installation meetings at Project site prior to commencing work of specific section.
- B. Require attendance of parties directly affecting, or affected by, Work of specific section.
- C. Notify Architect/Engineer four days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
 - 1. Review conditions of installation, preparation and installation procedures.
 - 2. Review coordination with related work.
- E. Record minutes and distribute copies within two days after meeting to participants, with copies to Architect/Engineer, Owner, and those affected by decisions made.

1.8 PROJECT RECORD DOCUMENTS

- A. The Construction Manager shall maintain and update Project Record Drawings (As-Built Drawings) on site during construction. Each Contractor shall be responsible to update the as built drawings on a weekly basis.
- B. Project Record Documents shall be available for review by the Architect.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.1 ACCEPTANCE OF PRECEDING WORK

- A. Before starting any operation, each Contractor(s) shall examine work performed by others to which their work adjoins or is applied and shall report to the Construction Manager any conditions that will prevent satisfactory accomplishment of their work.
- B. Failure to notify the Construction Manager of deficiencies or faults in preceding work will constitute acceptance thereof and waive of any claims to its usability.

3.2 CUTTING AND PATCHING – Not Used

3.3 SPECIAL PROCEDURES

- A. Materials: As specified in product sections; match existing with new products and salvaged products for patching and extending work.
- B. Employ skilled and experienced installer to perform alteration work.
- C. Cut, move, or remove items as necessary for access to alterations and renovation Work. Replace and restore at completion.
- D. Remove unsuitable material not marked for salvage, including rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.
- E. Remove debris and abandoned items from area and from concealed spaces.
- F. Prepare surface and remove surface finishes to permit installation of new work and finishes.
- G. Close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity.
- H. Remove, cut, and patch Work in manner to minimize damage and to permit restoring products and finishes to original or specified condition.
- I. Refinish existing visible surfaces to remain in renovated rooms and spaces, to specified condition for each material, with neat transition to adjacent finishes.
- J. Where new Work abuts or aligns with existing, provide smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.
- K. When finished surfaces are cut so that smooth transition with new Work is not possible, terminate existing surface along straight line at natural line of division and submit recommendation to Architect/Engineer for review.
- L. Finish surfaces as specified in individual product sections.

END OF SECTION

SECTION 01 33 00
SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Proposed products list.
- D. Product data.
- E. Shop drawings.
- F. Samples.
- G. Design data.
- H. Test reports.
- I. Certificates.
- J. Manufacturer's instructions.
- K. Manufacturer's field reports.
- L. Erection drawings.

1.2 SUBMITTAL PROCEDURES

- A. Prepare all submittals as per subsequent instructions below. Scan and transmit electronically to the attention of the Construction Manager. (jerrybrown@sugarconstruction.com).
 - 1. Sequentially number submittals. Include the specification section in the submittal numbering system. Mark revised submittals with original number and sequential alphabetic suffix.
 - 2. Identify Project, Contractor, subcontractor and supplier; product designated by name indicated in specifications.
- B. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with requirements of the Work and Contract Documents.
- C. Schedule submittals to expedite Project. Coordinate submission of related items.
- D. For each submittal for review, allow 15 days excluding delivery time to and from Construction Manager. Submittals for long lead time items shall be expedited by the Contractor in order to allow for the Owner's completion schedule. Notify Construction Manager of long lead time items requiring expedited review.

- E. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of completed Work.
 - F. Allow space on submittals for Construction Manager and Architect/Engineer review stamps.
 - G. When revised for resubmission, identify changes made since previous submission.
 - H. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.
 - I. After submittals are electronically returned stamped reviewed by the architect make (4) hard copies with any required corrections and mail to the attention of the Construction Manager.
 - 1. Provide record copies required by governing authorities which are in addition to copies specified for submittal to Construction Manager.
 - J. Submittals not requested will not be recognized or processed.
 - K. Where specified below, retain one copy of each submittal to be turned over to the Owner as record documentation in accordance with Section 01 70 00.
- 1.3 CONSTRUCTION PROGRESS SCHEDULES – Not Used
- 1.4 PROPOSED PRODUCTS LIST – Not Used
- 1.5 PRODUCT DATA
- A. Product Data: Submit to Construction Manager for review by Architect/Engineer for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
 - B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
 - C. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
 - D. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.
- 1.6 SHOP DRAWINGS – Not Used
- 1.7 SAMPLES
- A. Samples: Submit to Construction Manager for review by Architect/Engineer for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
 - B. Samples for Selection as Specified in Product Sections:
 - 1. Submit to Construction Manager for review by Architect/Engineer for aesthetic, color, or finish selection.
 - 2. Submit samples of finishes from full range of manufacturers' standard colors, including premium and/or custom colors where specified, textures, and patterns for Architect/Engineer selection.

3. Architect will issue a schedule indicating colors and finishes selected. Construction Manager shall reproduce and distribute.
 - C. Submit samples to illustrate functional and aesthetic characteristics of Products, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - D. Include identification on each sample, with full Project information.
 - E. Submit number of samples specified in individual specification sections; Architect/Engineer will retain sample.
 - F. Samples will not be used for testing purposes unless specifically stated in specification section.
- 1.8 DESIGN DATA – Not Used
- 1.9 TEST REPORTS – Not Used
- 1.10 CERTIFICATES – Not Used
- 1.11 MANUFACTURER'S INSTRUCTIONS
- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Construction Manager for delivery to Owner in quantities specified for Product Data.
 - B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- 1.12 MANUFACTURER'S FIELD REPORTS – Not Used
- 1.13 ERECTION DRAWINGS – Not Used

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 40 00
QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Quality control and control of installation.
- B. Tolerances.
- C. References.
- D. Labeling.
- E. Mock-up requirements.
- F. Testing and inspection services.
- G. Manufacturers' field services.
- H. Examination.
- I. Preparation.

1.2 QUALITY CONTROL AND CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. When manufacturers' instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform Work by persons qualified to produce required and specified quality.
- F. Verify field measurements are as indicated on Shop Drawings or as instructed by manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.3 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Tolerances are measured from a common base and are not permitted to stack or accumulate.

- B. Comply with manufacturers' tolerances. When manufacturers' tolerances conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

1.4 REFERENCES

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on date of Contract Documents, except where specific date is established by code.
- C. Obtain copies of standards where required by product specification sections.
- D. When specified reference standards conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- E. Neither contractual relationships, duties, nor responsibilities of parties in Contract nor those of Architect/Engineer shall be altered from Contract Documents by mention or inference otherwise in reference documents.

1.5 LABELING – Not Used

1.6 MOCK-UP REQUIREMENTS - Not Used

1.7 TESTING AND INSPECTION SERVICES – Not Used

1.8 MANUFACTURERS' FIELD SERVICES – Not Used

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify existing substrate is capable of structural support or attachment of new Work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections and Drawings.
- D. Verify utility services are available, of correct characteristics, and in correct locations.
- E. Report any conditions which would negatively affect the quality, appearance, or performance of the finished Work to the Architect.

3.2 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

END OF SECTION

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Temporary Utilities:
 - 1. Telephone service.
 - 2. Temporary sanitary facilities.

- B. Construction Facilities:
 - 1. Field offices and sheds.
 - 2. Vehicular access.
 - 3. Parking.
 - 4. Progress cleaning and waste removal.
 - 5. Fire prevention facilities.

- C. Temporary Controls:
 - 1. Barriers.
 - 2. Security.
 - 3. Dust control.

- D. Removal of utilities, facilities, and controls.

1.2 TELEPHONE SERVICE

- A. Provide, maintain, and pay for telephone service to field office at time of project mobilization.

1.3 TEMPORARY SANITARY FACILITIES

- A. Temporary sanitary facilities will be provided by the Construction Manager.
- B. Existing facility use is not permitted.

1.4 FIELD OFFICES AND SHEDS

- A. A field office will not be provided.
- B. Contractors requiring on-site storage of materials and equipment shall provide suitable storage sheds for their own use.
- C. Field office and sheds shall be located on paved parking areas in location approved by Owner. Contractors are responsible for restoration of any damage to site resulting from field office or sheds.

1.5 VEHICULAR ACCESS

- A. Maintain unimpeded access for emergency vehicles.
- B. Maintain access to fire hydrants and control valves free of obstructions.

- C. Use existing on-site roads for construction traffic.
- D. Vehicle access on sidewalks and stoops is prohibited. Where access to building requires crossing of sidewalks, provide load distribution mats to prevent damage.

1.6 PARKING

- A. Use of designated existing on-site streets and driveways used for construction traffic is permitted. Tracked vehicles not allowed on paved areas.
- B. Use of designated areas of existing parking facilities used by construction personnel is permitted. Cooperate with the Owner to eliminate conflicts with Owner's parking requirements.
- C. Do not allow heavy vehicles or construction equipment in parking areas.
- D. Maintenance:
 - 1. Maintain traffic and parking areas in sound condition free of excavated material, construction equipment, products, mud, snow, and ice.
 - 2. Maintain existing paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original, or specified, condition.
- E. Removal, Repair:
 - 1. Repair existing facilities damaged by use, to original condition.

1.7 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing spaces.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and rubbish from site weekly and dispose off-site.
- E. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.8 FIRE PREVENTION FACILITIES

- A. Portable Fire Extinguishers: NFPA 10; 10 pound capacity, 4A-60B: C UL rating.
 - 1. Provide minimum one fire extinguisher in every construction trailer and storage shed.

1.9 BARRIERS

- A. Barriers will be provided by the Construction Manager.
- B. Provide barriers to prevent unauthorized entry to construction areas, to allow for Owner's use of site, and to protect existing facilities and adjacent properties from damage from construction operations.

- C. Provide barriers to separate construction areas from adjacent occupied areas during construction. Barriers shall be 1 hour fire-rated partitions consisting of wood or metal studs with 5/8 inch Type 'X' gypsum board each side. Joints shall be fire-taped. Partitions shall extend from wall to wall, and from floor to underside of roof deck.
- D. Provide barricades and covered walkways required by authorities having jurisdiction for public access to existing building.
- E. Provide protection for plants designated to remain. Replace damaged plants.
- F. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.10 SECURITY

- A. Security Program:
 - 1. Protect Work from theft, vandalism, and unauthorized entry.
 - 2. Initiate program in coordination with Owner's existing security system at project mobilization.
 - 3. Maintain program throughout construction period until Owner occupancy.

1.11 DUST CONTROL

- A. Execute Work by methods to minimize raising dust from construction operations.
- B. Provide temporary dust partitions as needed to prevent air-borne dust from construction operations from entering adjacent spaces.
- C. Provide positive means to prevent air-borne dust from dispersing into or atmosphere.

1.12 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion inspection.
- B. Remove underground installations to minimum depth of 2 feet. Grade site as indicated on Drawings.
- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore existing facilities used during construction to original condition. Restore permanent facilities installed and used during construction to specified condition.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 60 00
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Products.
- B. Product delivery requirements.
- C. Product storage and handling requirements.
- D. Product options.
- E. Product substitution procedures.
- F. Equipment electrical characteristics and components.

1.2 PRODUCTS

- A. Furnish products of qualified manufacturers suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by Contract Documents.
- C. Furnish interchangeable components from same manufacturer for components being replaced.

1.3 PRODUCT DELIVERY REQUIREMENTS

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store and protect products in accordance with manufacturers' instructions.
- B. Store with seals and labels intact and legible.
- C. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- D. For exterior storage of fabricated products, place on sloped supports above ground.
- E. Provide bonded off-site storage and protection when site does not permit on-site storage or protection.

- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- G. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.
- H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

1.5 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of one of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with an "Or Equal" provision: Any Product meeting the quality standards or description. Pre-bid requests for approval of Products specified with an "or equal" provision will not be acknowledged. Acceptability of "or equal" Products will be determined by the Architect during the submittal process based upon the quality or suitability of the Product proposed.
- D. Products Specified by Naming One or More Manufacturers with Provision for Substitutions: Submit request for substitution for any manufacturer not named in accordance with the following article.

1.6 PRODUCT SUBSTITUTION PROCEDURES

- A. Instructions to Bidders specify time restrictions for submitting requests for Substitutions during bidding period to requirements specified in this section.
- B. Post-Bid Substitutions will only be considered when a product becomes unavailable through no fault of Contractor.
- C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- D. A request constitutes a representation that Bidder:
 - 1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
 - 2. Will provide same warranty for Substitution as for specified product.
 - 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension which may subsequently become apparent.
 - 5. Will reimburse Owner and/or Architect/Engineer for review or redesign services associated with re-approval by authorities having jurisdiction.
- E. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals.

PART 2 PRODUCTS – Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 70 00

EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Final cleaning.
- C. Starting of systems.
- D. Demonstration and instructions.
- E. Testing, adjusting and balancing.
- F. Protecting installed construction.
- G. Project record documents.
- H. Operation and maintenance data.
- I. Manual for materials and finishes.
- J. Manual for equipment and systems.
- K. Spare parts and maintenance products.
- L. Product warranties and product bonds.
- M. Maintenance service.

1.2 CLOSEOUT PROCEDURES

- A. Submit certification that the work is Substantially Complete and approved for occupancy by the Authority Having Jurisdiction.
- B. Submit to the Construction Manager a list of items remaining to be completed or corrected for final completion. Architect will utilize the Construction Manager's list as the basis for the final Punch List.
- C. Architect will inspect the work and will prepare a list of items to be corrected or completed for final acceptance of the work.
- D. Upon completion of all work and correction of items included on the Punch List prepared by the Architect, submit written certification that Contract Documents have been reviewed, and that Work is complete in accordance with Contract Documents and ready for Architect/Engineer's final review. Architect will visit the site and will verify that all items have been properly completed and/or corrected.

- E. Contractor shall reimburse the Owner for all re-inspection costs incurred as a result of Contractor's failure to complete and/or correct all items identified by the Architect. Charges to the Contractor shall be made at such times and in such amounts as the Architect invoices the Owner under the rate schedule in effect at the time of service. Such charges to the Contractor will be deducted from the Contractor's progress payment or final payment as applicable.
- F. Provide submittals to Architect/Engineer required by authorities having jurisdiction.
- G. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- H. Owner will occupy portions of buildings and sites as specified in Section 01 10 00 - Summary.

1.3 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
- B. Clean equipment and fixtures to sanitary condition with cleaning materials appropriate to surface and material being cleaned.
- C. Clean site; sweep paved areas, rake clean landscaped surfaces.
- D. Remove waste and surplus materials, rubbish, and construction facilities from site.

1.4 STARTING OF SYSTEMS – Not Used

1.5 DEMONSTRATION AND INSTRUCTIONS – Not Used

1.6 TESTING, ADJUSTING AND BALANCING – Not Used

1.7 PROTECTING INSTALLED CONSTRUCTION

- A. Protect installed Work and provide special protection where specified in individual specification sections.
- B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- E. Prohibit traffic or storage upon waterproofed or roofed surfaces. When traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- F. Prohibit traffic from landscaped areas.

1.8 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:

1. Drawings.
 2. Specifications.
 3. Addenda.
 4. Change Orders and other modifications to the Contract.
 5. Reviewed Shop Drawings, Product Data, and Samples.
 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress, not less than weekly.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
1. Manufacturer's name and product model and number.
 2. Product substitutions or alternates utilized.
 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
1. Field changes of dimension and detail.
 2. Details not on original Contract drawings.
- G. Submit documents to Architect/Engineer with claim for final Application for Payment.

1.9 OPERATION AND MAINTENANCE DATA

- A. Submit data bound in 8-1/2 x 11 inch (A4) text pages, three D side ring binders with durable plastic covers.
- B. Submit one copy of completed volumes 15 days prior to final inspection. Draft copy will be reviewed and returned, with Architect/Engineer comments. Revise content of document sets as required prior to final submission.
- C. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of binder when multiple binders are required.
- D. Internally subdivide binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
- E. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- F. Contents: Prepare Table of Contents for each volume, with each product or system description identified, typed on white paper, in three parts as follows:
1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, Subcontractors, and major equipment suppliers.
 2. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Include the following:
 - a. Significant design criteria.
 - b. List of equipment.

- c. Parts list for each component.
 - d. Operating instructions.
 - e. Maintenance instructions for equipment and systems.
 - f. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
3. Part 3: Project documents and certificates, including the following:
- a. Shop drawings and product data.
 - b. Air and water balance reports.
 - c. Certificates.
 - d. Photocopies of warranties and bonds.

1.10 MANUAL FOR MATERIALS AND FINISHES

- A. Submit one copy of completed volumes 15 days prior to final inspection. Draft copy will be reviewed and returned, with Architect/Engineer comments. Revise content of document sets as required prior to final submission.
- B. Submit two sets of revised final volumes in final form with claim for Final Application for Payment.
- C. Building Products, Applied Materials, and Finishes: Include product data, with catalog number, size, composition, and color and texture designations. Include information for re-ordering custom manufactured products.
- D. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- E. Moisture Protection and Weather Exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Include recommendations for inspections, maintenance, and repair.
- F. Additional Requirements: As specified in individual product specification sections.
- G. Include listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

1.11 MANUAL FOR EQUIPMENT AND SYSTEMS – Not Used

1.12 SPARE PARTS AND MAINTENANCE PRODUCTS – Not used

1.13 PRODUCT WARRANTIES AND PRODUCT BONDS

- A. Obtain warranties and bonds executed in duplicate by responsible subcontractors, suppliers, and manufacturers, within ten days after completion of applicable item of work.
- B. Execute and assemble transferable warranty documents and bonds from subcontractors, suppliers, and manufacturers.
- C. Verify documents are in proper form, contain full information, and are notarized.
- D. Co-execute submittals when required.
- E. Include Table of Contents and assemble in three D side ring binder with durable plastic cover.

F. Submit prior to final Application for Payment.

G. Time of Submittals:

1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
2. Make other submittals within ten days after Date of Substantial Completion, prior to final Application for Payment.
3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing date of acceptance as beginning of warranty or bond period.

1.14 MAINTENANCE SERVICE – Not used

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 02 41 19
SELECTIVE DEMOLITION

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Demolishing designated building finishes.
 - 2. Removing designated items for reuse or Owner's retention.
 - 3. Protecting items designated to remain.
 - 4. Removing demolished materials.

1.2 CLOSEOUT SUBMITTALS

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for submittals.
- B. Project Record Documents: Accurately record actual locations of capped utilities, concealed utilities discovered during demolition, and subsurface obstructions.

1.3 SCHEDULING

- A. Section 01 30 00 - Administrative Requirements: Requirements for scheduling.
- B. Schedule Work to coincide with new construction.
- C. Cooperate with Owner in scheduling noisy operations and waste removal that may impact Owners operation in adjoining spaces.

1.4 PROJECT CONDITIONS

- A. Conduct demolition to minimize interference with adjacent occupied building areas.
- B. Cease operations immediately if structure appears to be in danger and notify Architect/Engineer. Do not resume operations until directed.

PART 2 PRODUCTS - Not Used.

PART 3 EXECUTION

3.1 PREPARATION

- A. Erect and maintain temporary barriers and security devices at locations required for protection of the public, Owner, and existing improvements indicated to remain.
- B. Erect and maintain temporary partitions to prevent spread of dust, odors, and noise to permit continued Owner occupancy.
- C. Provide appropriate temporary signage including signage for exit or building egress.

- D. Do not close or obstruct building egress path.
- E. Do not disable or disrupt building fire or life safety systems without 3 days prior written notice to Owner.

3.2 SALVAGE REQUIREMENTS

- A. Owner reserves first right to materials and items of value removed from the work. Conduct review of items to be removed with Owner to identify any materials and/or items of value to be turned over to the Owner in addition to any specified in the Drawings.
- B. Tag components and equipment Owner designates for salvage.
- C. Protect designated salvage items from demolition operations until items can be removed.
- D. Carefully remove building components and equipment indicated to be salvaged.
- E. Disassemble as required to permit removal from building.
- F. Package small and loose parts to avoid loss.
- G. Mark equipment and packaged parts to permit identification and consolidation of components of each salvaged item.
- H. Prepare assembly instructions consistent with disassembled parts. Package assembly instructions in protective envelope and securely attach to each disassembled salvaged item.
- I. Deliver salvaged items not designated to be reinstalled to Owner. Obtain signed receipt from Owner.

3.3 DEMOLITION

- A. Conduct demolition to minimize interference with adjacent occupied building areas.
- B. Maintain protected egress from, and access to adjacent existing buildings.
- C. Cease operations immediately when structure appears to be in danger and notify Architect/Engineer.
- D. Disconnect and remove designated utilities within demolition areas.
- E. Cap and identify abandoned utilities at termination points when utility is not completely removed. Annotate Record Drawings indicating location and type of service for capped utilities remaining after demolition.
- F. Demolish in orderly and careful manner. Protect existing improvements and items designated to remain.
- G. Carefully remove building components indicated to be reused.
 - 1. Disassemble components as required to permit removal.
 - 2. Package small and loose parts to avoid loss.
 - 3. Mark components and packaged parts to permit reinstallation.
 - 4. Store components, protected from construction operations, until reinstalled.

- H. Remove demolished materials from site except where specifically noted otherwise. Do not burn or bury materials on site.
- I. Remove materials as Work progresses. Upon completion of Work, leave areas in clean condition.
- J. Remove temporary Work.

END OF SECTION

SECTION 08 70 00

HARDWARE

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. Thresholds.

1.2 PERFORMANCE REQUIREMENTS

- A. Furnish finish hardware complying with the requirements of laws, codes, ordinances and guidelines of governmental authorities having jurisdiction:
- B. NFPA 101, "Life Safety Code", 2012 edition.
- C. Michigan Building Code - 2021 Edition
- D. ANSI A117.1-2009 Accessible and Usable Buildings and Facilities

1.3 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Submittal procedures.
- B. Product Data:
 - 1. Submit Catalog cut sheets of scheduled hardware.

1.4 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Base metals:
 - 1. Manufacturer's standard metal alloy, composition, temper and hardness, but in no case of lesser (commercially-recognized) quality than that specified for applicable hardware units by applicable ANSI A156 series standard for each type hardware item and with ANSI A156.18 for finish designations indicated.
- B. Fasteners:
 - 1. Furnish Phillips flat-head screws compatible with base metals, unless otherwise indicated.

2.2 PRODUCTS

- A. Thresholds:
 - 1. General:
 - a. ANSI A156.21 - 1989, Grade 1 criteria.

- b. Comply with A.D.A. requirements, unless otherwise scheduled.
 - 2. Description:
 - a. Flat profile
 - b. Installation locations are scheduled.
 - 3. Acceptable products: Reese, IDC, KN Crowder
- B. Other Materials:
- 1. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Architect.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 INSTALLATION

- A. Coordinate as required with other trades to assure proper and adequate provision in the work of those trades for interface with the work of this Section.
- B. General:
 - 1. Install each item in its proper location firmly anchored into position, level and plumb, and in accordance with the manufacturer's recommendations.
 - 2. Position threshold under door to provide positive water away from exterior door face.
 - 3. Notch and cope thresholds to fit door frame profile.
 - 4. Drill and countersink units which are not factory-prepared for anchorage fasteners.
 - 5. Space fasteners and anchors in accordance with industry standards.

3.3 ADJUSTING AND CLEANING

- A. Verify proper function. Adjust doors at affected openings to operate freely and smoothly over threshold, as intended for the application.
- B. Clean adjacent surfaces soiled by hardware installation.

3.4 SCHEDULE

- A. TH-1: 3-1/2 x 1/2 inches half saddle threshold equal to Reese Model S283.
- B. TH-2: 5 x 1/2 inches saddle threshold equal to Reese Model S205.

END OF SECTION

SECTION 09 30 00

TILING

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes ceramic, and ceramic mosaic tile for floor and wall applications; tile application methods; and ceramic accessories.

1.2 REFERENCES

- A. American National Standards Institute:
 - 1. ANSI A108.1 - Installation of Ceramic Tile, A collection.
 - 2. ANSI A108.1B - Specifications for Installation of Ceramic Tile on a Cured Portland Cement Mortar Setting Bed with Dry-Set or Latex Portland Cement Mortar.
 - 3. ANSI A108.5 - Specifications for Ceramic Tile Installed with Dry-Set Portland Cement Mortar or Latex-Portland Cement Mortar.
 - 4. ANSI A108.10 - Specifications for Installation of Grout in Tilework.
 - 5. ANSI A108.13 – Installation of Load Bearing, Bonded, Waterproof Membranes for Thin-Set Ceramic Tile and Dimension Stone.
 - 6. ANSI A118.4 - Latex-Portland Cement Mortar.
 - 7. ANSI A118.6 - Ceramic Tile Grouts.
- B. Tile Council of America:
 - 1. TCA - Handbook for Ceramic Tile Installation.

1.3 SUBMITTALS

- A. Product Data: Submit instructions for using grouts.
- B. Samples:
 - 1. Submit tile and grout samples illustrating pattern, and color variations.
 - 2. Submit samples of external bullnose metal trim for selection.

1.4 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: Submit recommended cleaning methods, cleaning materials, stain removal methods, and polishes and waxes.

1.5 QUALITY ASSURANCE

- A. Perform Work in accordance with TCA Handbook and ANSI A108 Series/A118 Series.

1.6 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience.
- B. Installer: Company specializing in performing Work of this section with minimum three years documented experience.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Protect grouts from freezing or overheating.

1.8 ENVIRONMENTAL REQUIREMENTS

- A. Do not install adhesives and grouts in unventilated environment.
- B. Maintain ambient and substrate temperature of 50 degrees F during installation of mortar materials.

PART 2 PRODUCTS

2.1 FLOOR TILE

- A. Tile (CT-1): ANSI A137.1, conforming to the following:
 - 1. Daltile Continental Slate as basis of design.
 - 2. Size: 18 x 18, 12 x 12, and 6 x 6 as indicated on Drawings x 5/16 inch thick.
 - 3. Shape: Square.
 - 4. Edge: Cushioned.
 - 5. Surface Finish: Unpolished.
 - 6. Color: As selected.
- B. Tile (CT-2): ANSI A137.1, conforming to the following:
 - 1. Daltile Continental Slate as basis of design.
 - 2. Size: 3 x 3 x 1/4 inch thick.
 - 3. Shape: Square.
 - 4. Edge: Cushioned.
 - 5. Surface Finish: Unpolished.
 - 6. Color: As selected.

2.2 WALL BASE

- A. Base (CB-1): ANSI A137.1, conforming to the following:
 - 1. Size: 6 x 12 x 5/16 inch thick.
 - 2. Shape: Coved.
 - 3. Outer Corners: Cove Base Outer Corner.
- B. Base (CB-2): ANSI A137.1, conforming to the following:
 - 1. Size: 3 x 12 x 1/4 inch thick.
 - 2. Shape: Bullnose.

2.3 ACCESSORIES

- A. Mortar Materials:
 - 1. Mortar Bond Coat Materials:
 - a. Latex-Portland Cement type: ANSI A118.4.
- B. Grout Materials:
 - 1. Grout: Latex-Portland cement type as specified in ANSI A118.6.
 - a. Color: As selected.

2.4 TRANSITION MATERIALS (TS-#)

- A. Extruded aluminum, brushed aluminum finish, with integral edge strip, where floor tile abuts dissimilar flooring (ie. carpeting, resilient flooring, exposed concrete) as manufactured by Schluter Systems.
 - 1. TS-1: Tile to Carpet.
 - a. Profile: Shiene
 - b. Size: As required to accommodate tile installation thickness.
 - 2. TS-2: Tile to Exposed Concrete.
 - a. Profile: Reno Ramp
 - b. Size: As required to accommodate tile installation thickness.
 - 3. TS-3: Tile to VCT.
 - a. Profile: Reno-U.
 - b. Size: 4mm x height required to accommodate tile installation thickness.
 - 4. TS-4: Tile to LVT.
 - a. Profile: Reno-T.
 - b. Size: 11/32 inches x 1 inch width.
 - 5. TS-5: Tile to Tile.
 - a. Profile: Deco.
 - b. Size: 1/4 inches x height required to accommodate tile installation thickness.
 - 6. TS-6: Floor to Wall Tile where scheduled.
 - a. Profile: Dilex-AKH
 - b. Size: 3/8 inches radius x heights required to accommodate tile installation thickness.

PART 3 ECUTION

3.1 EXAMINATION

- A. Verify surfaces are ready to receive work.

3.2 PREPARATION

- A. Protect surrounding work from damage.
- B. Vacuum clean surfaces.
- C. Seal substrate surface cracks with filler.

3.3 EXISTING WORK

- A. Prepare and remodel existing tile installations using materials and methods as specified.
- B. Clean and repair existing tile which remains.

3.4 INSTALLATION

- A. Install tile and grout in accordance with applicable requirements of ANSI A108.1 through A108.10, and TCA Handbook recommendations.
- B. Lay tile to pattern indicated in drawings. Do not interrupt tile pattern through openings.

- C. Place thresholds and edge strips at exposed tile edges where indicated in Drawings. In door openings, position transition along centerline of door.
 - D. Cut and fit tile to penetrations through tile, leaving sealant joint space. Form corners and bases neatly. Align floor, base and wall joints.
 - E. Place tile with joints uniform in width recommended by manufacturer, subject to variance in tolerance allowed in tile size. Make joints watertight, without voids, cracks, excess mortar, or excess grout.
 - F. Form internal angles square.
 - G. Sound tile after setting. Replace hollow sounding units.
 - H. Keep expansion and control joints free of adhesive or grout. Apply sealant to joints.
 - I. Allow tile to set for a minimum of 48 hours prior to grouting.
 - J. Grout tile joints.
 - K. Installation - Floors - Thin-Set Methods:
 - 1. Over interior concrete substrates: Install in accordance with TCA Handbook Method F113, latex-portland cement bond coat.
 - L. Installation - Wall Tile:
 - 1. Over interior masonry install in accordance with TCA Handbook Method W202, thin-set with latex-portland cement bond coat.
- 3.5 CLEANING
- A. Clean tile and grout surfaces.
- 3.6 PROTECTION OF INSTALLED CONSTRUCTION
- A. Do not permit traffic over finished floor surface for 4 days after installation.

END OF SECTION

SECTION 09 65 13

RESILIENT BASE AND ACCESSORIES

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Resilient wall base.
 - 2. Resilient transition strips.
 - 3. Resilient stair nosings.

1.2 RELATED SECTIONS

- A. Section 09 65 16 – Resilient Flooring: Requirements for resilient flooring transitions.
- B. Section 09 68 13 – Tile Carpeting: Requirements for resilient flooring transitions.

1.3 REFERENCES

- A. ASTM International:
 - 1. ASTM E 84, Standard Test Method for Surface Burning Characteristics of Building Materials.
 - 2. ASTM E 648, Standard Test Method for Critical Radiant Flux.
 - 3. ASTM F1861: Standard Standard Specification for Resilient Wall Base.

1.4 PERFORMANCE REQUIREMENTS

- A. Meets performance requirements for ASTM F 1861 Standard Specification for Resilient Wall Base.
- B. ASTM E 648, Standard Test Method for Critical Radiant Flux of 0.45 watts/cm² or greater, Class I.
- C. ASTM E 84, Standard Test Method for Surface Burning Characteristics of Building Materials, Class B, Smoke less than 450.

1.5 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Product Data: For each type of product indicated.
- C. Samples: Submit samples illustrating colors and finishes for selection.

1.6 QUALITY ASSURANCE

- A. Provide all resilient materials from a single source.

1.7 COORDINATION

- A. Section 01 30 00 - Administrative Requirements: Requirements for coordination.
- B. Coordinate work with the work of Section 09 68 13.

1.8 EXTRA MATERIALS

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for extra materials.
- B. Furnish two percent of installed quantity of each style and color of wall base to the Owner.

PART 2 PRODUCTS

2.1 PRODUCT MANUFACTURER

- A. Manufacturers:
 - 1. Johnsonite, Inc.
- B. Other approved Manufacturers:
 - 1. Armstrong World Industries.
 - 2. Substitutions permitted.

2.2 WALL BASE

- A. Standard Wall Base (4"):
 - 1. ASTM 1861, Type TV, vinyl wall base with the following physical characteristics:
 - a. Style: Cove
 - b. Height: 4 inch
 - c. Thickness: 1/8 inch
 - d. Length: 4 foot sections.
 - e. Color: As selected.

2.3 RESILIENT TRANSITIONS

- A. TR-1: Carpet to VCT and Resinous Flooring:
 - 1. Equal to Johnsonite CTA-XX-A 1/4 inch material to 1/8 inch material adaptor.
 - 2. Color to match wall base.
- B. TR-2: Carpet to Exposed Concrete:
 - 1. Equal to Johnsonite EG-XX-A 1/4 inch material to floor.
 - 2. Color to match wall base.
- C. TR-3: Not Used.
- D. TR-4: VCT to Exposed Concrete:
 - 1. Equal to Johnsonite RRS-XX-D 1/8 inch material to floor.
 - 2. Color to match wall base.
- E. TR-5: Carpet to LVT:
 - 1. Equal to Johnsonite CD-XX 1/4 and 5/16 inch materials of same height.
 - 2. Color to match wall base.

2.4 RESILIENT STAIR NOSINGS

- A. RN-1: Carpet to Carpet Nosing:
 - 1. Equal to Johnsonite SLN-XX-A 1/4 inch material on tread and riser.
 - 2. Color to match wall base.

2.5 ACCESSORIES

- A. Adhesive: Johnsonite #946 Premium Contact Bond Adhesive (Non-porous applications).

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01 30 00 - Administrative Requirements: Verification of existing conditions before starting work.
- B. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the work.
- C. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient wall base.
- B. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.
- C. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.
- D. Vacuum clean substrates to be covered by resilient products immediately before installation.

3.3 INSTALLATION

- A. Comply with manufacturers written instructions for installing resilient materials.
- B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
- C. Apply resilient transitions along separation of dissimilar flooring materials. At transitions occurring in door openings, locate transitions under centerline of doors.
- D. Install resilient base in lengths as long as practicable without gaps at seams and with tops of adjacent pieces aligned. Fit joints tightly and make vertical. Maintain minimum dimension of 18 inches between joints.
- E. Tightly adhere resilient materials to substrate throughout length of each piece, with materials in continuous contact with horizontal and vertical substrates.
- F. Do not stretch resilient base during installation.

3.4 CLEANING

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for cleaning.
- B. Comply with manufacturer's written instructions for cleaning and protection of resilient products.
- C. Perform the following operations immediately after completing resilient product installation:
 - 1. Remove adhesive and other blemishes from exposed surfaces.
 - 2. Damp-mop surfaces to remove marks and soil.

3.5 PROTECTION OF FINISHED WORK

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for protecting finished Work.
- B. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.

END OF SECTION

SECTION 09 65 19
RESILIENT FLOORING

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes resilient tile flooring.

1.2 Related Sections:

- A. Section 09 65 13 – Resilient Base and Accessories: Wall base and transitions strips.

1.3 REFERENCES

- A. ASTM International:
 - 1. ASTM F1066 - Standard Specification for Vinyl Composition Floor Tile.
 - 2. ASTM F1861 - Standard Specification for Resilient Wall Base.
- B. National Fire Protection Association:
 - 1. NFPA 253 - Standard Method of Test for Critical Radiant Flux for Floor Covering Systems Using a Radiant Heat Energy Source.

1.4 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Submittal procedures.
- B. Product Data: Submit data describing physical and performance characteristics; including sizes, patterns and colors available; and installation instructions.
- C. Samples:
 - 1. Submit manufacturer's complete set of color samples for initial selection.
 - 2. Submit samples illustrating color and pattern for each resilient flooring product specified.

1.5 CLOSEOUT SUBMITTALS

- A. Section 01 70 00 - Execution and Closeout Requirements: Closeout procedures.
- B. Operation and Maintenance Data: Submit maintenance procedures, recommended maintenance materials, and suggested schedule for cleaning, stripping, and re-waxing.

1.6 QUALITY ASSURANCE

- A. Perform work in accordance with specified reference standards.

1.7 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience.

- B. Installer: Company specializing in performing Work of this section with minimum three years documented experience.

1.8 ENVIRONMENTAL REQUIREMENTS

- A. Maintain temperature in storage area between 55 degrees F and 90 degrees F.
- B. Store materials for not less than 48 hours prior to installation in area of installation at temperature of 70 degrees F to achieve temperature stability. Thereafter, maintain conditions above 55 degrees F.

PART 2 PRODUCTS

2.1 TILE FLOORING

- A. Manufacturers:
 - 1. Armstrong; Style Standard Excelon.
 - 2. Substitutions not permitted.
- B. Vinyl Composition Tile: ASTM F1066:
 - 1. Size: 12 x 12 inch.
 - 2. Thickness: 0.125 inch.
 - 3. Pattern: Through pattern.

2.2 ACCESSORIES

- A. Subfloor Filler: Premix latex; type recommended by adhesive material manufacturer.
- B. Primers and Adhesives: Waterproof; types recommended by flooring manufacturer.
- C. Sealer and Wax: Types recommended by flooring manufacturer.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01 40 00 – Quality Requirements: Verification of existing conditions before starting work.
- B. Verify concrete floors are dry to maximum moisture content as recommended by manufacturer, and exhibit negative alkalinity, carbonization, and dusting.
- C. Verify floor and lower wall surfaces are free of substances capable of impairing adhesion of new adhesive and finish materials.

3.2 PREPARATION

- A. Section 01 40 00 – Quality Requirements: Preparation requirements for new work.
- B. Remove sub-floor ridges and bumps. Fill minor low spots, cracks, joints, holes, and other defects with sub-floor filler to achieve smooth, flat, hard surface.

- C. Feather sub-floor to adjacent floor surfaces where no transitions are indicated with sub-floor filler to provide finish floor matching adjacent. Slope at 1/8 inch per foot.
- D. Prohibit traffic until filler is cured.
- E. Clean substrate.
- F. Apply primer as required to prevent "bleed-thru" or interference with adhesion by substances which cannot be removed.

3.3 INSTALLATION

- A. Mix tile from container to ensure shade variations are consistent when tile is placed.
- B. Lay flooring with joints and seams parallel to building lines to produce symmetrical tile pattern.
- C. Install tile in basket weave pattern.
- D. Balance tile layout in room with minimum 1/2 full size tile width at room or area primary perimeter.
- E. Scribe flooring to walls, columns, cabinets, floor outlets, and other appurtenances to produce tight joints.
- F. Where floor finishes are different on opposite sides of door, terminate flooring under centerline of door.
- G. Install edge strips at unprotected or exposed edges, where flooring terminates, and where indicated.
- H. Install flooring in recessed floor access covers. Maintain floor pattern.

3.4 CLEANING

- A. Section 01 70 00 - Execution and Closeout Requirements: Final cleaning.
- B. Remove excess adhesive from floor, base, and wall surfaces without damage.
- C. Clean, seal, and maintain resilient flooring products.

3.5 PROTECTION OF INSTALLED CONSTRUCTION

- A. Section 01 70 00 - Execution and Closeout Requirements: Protecting installed construction.
- B. Prohibit traffic on resilient flooring for 48 hours after installation.

END OF SECTION

SECTION 09 68 13

TILE CARPETING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Carpet tile, fully adhered.

1.2 RELATED SECTIONS

- A. Section 09 65 13 – Resilient Base and Accessories: Resilient wall base and transitions.

1.3 PRICE AND PAYMENT PROCEDURES

- A. Tile Carpet Allowance: Allowance includes furnishing tile carpet. Installation and accessory materials are included in this section and are part of Contract Sum/Price.

1.4 REFERENCE STANDARDS

- A. ASTM International:
 - 1. ASTM D2859 - Standard Specification for Ignition Characteristics of Finished Textile Floor Covering Materials.
 - 2. ASTM F1861 - Standard Specification for Resilient Wall Base.
- B. Carpet and Rug Institute:
 - 1. CRI Carpet Installation Standard - Standard for Installation of Commercial Carpet.
 - 2. CRI Model Specifications for Commercial Carpets.
- C. Consumer Products Safety Commission:
 - 1. CPSC 16 CFR 1630 - Standard for the Surface Flammability of Carpets and Rugs.
- D. National Fire Protection Association:
 - 1. NFPA 253 - Standard Method of Test for Critical Radiant Flux for Floor Covering Systems Using a Radiant Heat Energy Source.

1.5 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit data on specified products, describing physical and performance characteristics; sizes, patterns, colors available, and method of installation.
- C. Samples: Submit 2 inch samples of each type, color and pattern of carpeting materials specified. Architect will select desired color range. Submit full size samples indicating full range of colors and patterns for final selection.
- D. Manufacturer's Instructions: Submit special procedures, perimeter conditions requiring special attention.

1.6 CLOSEOUT SUBMITTALS

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for submittals.
- B. Operation and Maintenance Data: Submit maintenance procedures, recommended maintenance materials, and suggested schedule for cleaning.

1.7 QUALITY ASSURANCE

- A. Surface Burning Characteristics:
 - 1. Floor Finishes: Comply with one of the following:
 - a. Class II, minimum 0.22 watts/sq cm when tested in accordance with NFPA 253.
 - b. CPSC 16 CFR 1630 and ASTM D 2859.

1.8 QUALIFICATIONS

- A. Installation must be performed by a firm with not less than five (5) years of experience in installation of commercial carpet, by methods similar to those required for this project.
- B. The installation of the carpet must be guaranteed by the manufacturer of the carpet. All installation procedures recommended by the manufacturer will be followed and only materials supplied by the manufacturer will be used in order to coordinate with warranties offered by the manufacturer.
- C. Installation must be performed by an installer that is pre-approved in writing by the manufacturer. The agreement between the manufacturer and the installation company must specifically address all installation procedures and materials in order to coordinate with warranties offered by the manufacturer.

1.9 AMBIENT CONDITIONS

- A. Section 01 50 00 - Temporary Facilities and Controls: Ambient conditions control facilities for product storage and installation.
- B. Store materials in area of installation for 48 hours prior to installation.

PART 2 PRODUCTS

2.1 CARPET TILE

- A. Manufacturer and Product List:
 - 1. Interface Flor; Style and color to be selected.
 - 2. No substitutions permitted.
- B. Carpeting Material Allowance: Include an allowance for the purchase of carpeting. Owner will select carpeting for purchase by the Contractor. Any adjustment (add or deduct) in the bid price will be made following purchase by Change Order.
 - 1. Include \$30.00 / square yard in the Bid for purchase and delivery of tile carpeting.
- C. Carpet Tile:
 - 1. Tile Size: 50cm x 50cm, nominal.
 - 2. Construction: Tufted textured loop

3. Warranties: Mold (20 years); Wear (20 years), Static Generation (20 years), Delamination (20 years), and Dimensional Stability (20 years)

2.2 ACCESSORIES

- A. Sub-floor Filler: White premix latex; type recommended by flooring material manufacturer.
- B. Floor Primer: Manufacturer's approved floor primer applied to all areas that are to receive carpeting.
- C. Moldings and Edge Strips: As specified in Section 09 65 13.
- D. Adhesives: Type recommended by Manufacturer for installation of carpeting.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for installation examination.
- B. Installer must examine substrate and conditions under which carpeting and base is to be installed, and notify contractor in writing of conditions detrimental to proper completion of the work. Do not proceed with installation of carpeting and base until satisfactory conditions have been corrected in manner acceptable to installer and carpet manufacturer.
- C. Do not install carpet over concrete with either excessive moisture or dust producing surface which is not adequately sealed.
- D. Verify that substrate surfaces are smooth and flat with maximum variation of 1/8" inch in 10' ft. and are ready to receive work. Correct any deviations in substrate to the satisfaction of the Owner/Architect.

3.2 PREPARATION

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for installation preparation.
- B. Remove sub-floor ridges and bumps. Fill minor or local low spots, cracks, joints, holes, and other defects with sub-floor filler.
- C. Where no resilient transitions are indicated, feather sub-floor with sub-floor filler at 1/8 inches per foot slope so that finish floors match.
- D. Apply, trowel, and float filler to achieve smooth, flat, hard surface. Prohibit traffic until filler is cured.
- E. Clean substrate.

3.3 INSTALLATION

- A. Beginning of installation procedures signifies acceptance of existing substrate and site conditions.
- B. Installation of carpet tile must proceed in strict accordance with manufacturer's printed installation instructions. This includes the use of adhesives supplied by the manufacturer.
- C. Integrate and blend carpet from different cartons to insure minimal variation in color match.
- D. Cut carpet tile clean. Fit carpet tight to intersection with vertical surfaces without gaps.
- E. Lay carpet tile to pattern selected by Owner, set parallel to building lines.
- F. Locate change of color or pattern between rooms under door centerline.
- G. Fully adhere carpet tile to substrate.
- H. Trim carpet tile neatly at walls and around interruptions.
- I. Complete installation of edge strips, concealing exposed edges.

3.4 CLEANING

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for cleaning.
- B. Remove excess adhesive from floor, base, and wall surfaces without damage.
- C. Upon completion, vacuum with a pile lifter or commercial beater-bar type vacuum cleaner.

END OF SECTION