

6/19/2020

ADDENDUM NO. $\underline{1}$

PROJECT: Brighton Area School

DESCRIPTION: Phase 1

BID PACKAGE RELEASE NUMBER: 1

CLARK PROJECT NO: 2836

BID PROPOSAL DUE DATE/TIME: 2:00 PM, Tuesday, June 30, 2020

(Due Date/Time Unchanged)

The following clarifications and/or Changes made to the Contract Documents are hereby made part of the Contract Documents.

The general character of the Work clarified or revised by this Addendum shall be the same as required by the complete set of Contract Documents. All incidentals required in connection with the Work of this Addendum shall be included in the Scope of Work even though not specifically specified.

All bidders shall be held responsible to review the Addendum and to include in its Bid Proposal all Work reasonably inferred to be included in its Scope of Work.

Acknowledge receipt of this Addendum in the space provided on the Bid Proposal Form.

A. Architect/Engineer Documentation:

1. See attached IDI Addendum #1

B. Division 00 – Bidding and Contract Requirement Modifications:

- 1. Table of Contents
 - i. Added item L. Brighton Area Schools Anti-Harassment Policy

2. Section 003113 PROJECT MILESTONE SCHEDULE

i. Construction duration for BECC Concessions and Maintenance Building start date changed from 10/15/2020 to 9/15/2020.

3. Section 004126 BID FORM

- i. Replace Section 004126 BID FORM with attached revised section 006200 BID FORM Dated 6/15/2020.
- ii. Added Unit Cost Price line item for Bottle Fillers/ Drinking Fountains



4. Section 006200 CERTIFICATES AND OTHER FORMS

- i. Replace Section 006200 CERTIFICATES AND OTHER FORMS with attached revised section 006200 CERTIFICATES AND OTHER FORMS Dated 6/15/2020.
- ii. Revised B. Certificate of Insurance Sample
 - 1. Damages to Rented Premises limits changed from \$300,000 to \$100.000
 - 2. Med Exp (Any one person) limits changed from \$10,000 to \$5,000
 - 3. Umbrella Liability limits changed from \$1,000,000 to \$5,000,000
 - 4. Worker's Compensation and Employer's Liability limits changed from \$500,000 to \$1,000,000
 - 5. Errors and Omission Contractor Pollution Liability requirements were deleted.
- iii. Deleted Warren Consolidated Schools General Conditions document.
- iv. Deleted Form of Guarantee which required 2-year guarantee.
 - 1. 1-year guarantee shall be required

5. Section 007316 INSURANCE REQUIREMENT

- i. Replace Section 007316 INSURANCE REQUIREMENTS with attached revised section INSURANCE REQUIREMENTS Dated 6/15/2020.
 - 1. 2. LIMITS OF LIABILITY
 - a. Commercial General Liability
 - i. D. Each Occurrence shall not be less than \$1,000,000 has been revised to not be less than \$5,000,000
 - ii. F. Medical Expense shall not be less than \$10,000 on any one (1) person, has been revised to not be less than \$5,000 on any one (1) person
 - b. 2.3 Excess Liability
 - i. B. Each Occurrence shall not be less than \$1,000,000 over primary insurance, has been revised to not be less than \$5,000,000 over primary insurance
 - c. 2.4 Workers Compensation and Employers Liability
 - i. C. Each Accident shall not be less than \$500,000, has been revised to \$1,000,000.
 - ii. D. Disease Policy Limit shall not be less than \$500,000, has been revised to \$1,000,000



iii. E. Disease – Each Employee shall not be less than \$500,000, has been revised to \$1,000,000.

6. Section 002416 SCOPE OF WORK – BID CATEGORY SPECIFIC NOTES BECC Concession/Sloan Field- Bid Pack 1

- i. Bid Category 02 General Contractor
 - 1. Include sediment control and erosion control associated with the work of this Bid Category whether or not duplicate in other Bid Categories.
 - 2. Include ALL work included in the drawings and specifications with exception of:
 - a. Work included on the Hawkins Elementary Athletic Filed Drawings
 - b. BECC SLOAN soccer field work as follows;
 - i. Earthwork
 - ii. Sediment and erosion control
 - iii. Irrigation work
 - iv. Fence removal and reinstallation associated with soccer field work
 - v. Goal post removal and reinstallation
 - vi. Seeding, fertilizing etc.
 - vii. Netting removal and reinstallation
 - viii. Drainage system
 - 3. Include Keynote # 11 on sheet C1.2 regarding tracking pads.
 - 4. Drawing Note Revision Sheets C2.0 through C4.1
 - a. Disregard the note on sheets C2.0 through C4.1 which reads "CONTRACTOR RESPONSIBLE FOR EMPLOYING AN MDOT CERTIFIED TECHNICIAN FOR ALL MATERIAL AND COMPACTION TESTS."
 - b. The Owner will employ an MDOT certified technician for all material and compaction tests.
 - c. This Bid category shall schedule inspections through the Construction Manager.
 - 5. Drawing Note Revision ES1.0 note 8
 - a. Revise note to read "Existing concession building to be demolished, Remove existing feeders and conduit, where accessible, back to light fixture on exterior of BECC building. Cut and cap conduit as required (light fixture is located near alcove of east entrance).



ii. Bid Category 32 -Athletic Field Improvements

- 1. Include sediment control and erosion control associated with the work of this Bid Category whether or not duplicate in other Bid Categories.
- 2. Include all work associated with the Hawkins Elementary Athletic Field drawings.
- 3. Include ALL work associated with the BECC SLOAN Field soccer field including:
 - a. Earthwork
 - b. Sediment and erosion control
 - c. Irrigation work
 - d. Fence removal and reinstallation associated with soccer field work
 - e. Goal post removal and reinstallation
 - f. Seeding, fertilizing etc.
 - g. Netting removal and reinstallation
 - h. Drainage system

END OF SECTION

SECTION 003113 PROJECT MILESTONE SCHEDULE Dated 6/15/2020

1. GENERAL

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

2. WORK HOURS

- 2.1. Project site standard Work hours shall be 7:00AM to 3:30PM.
- 2.2. Trade Contractor shall notify and obtain authorization from the Construction Manager in the event Work is required to be performed outside of standard Work hours.
- 2.3. For Work required outside of standard Work hours which is the result of the Trade Contractors failure to perform the Work as scheduled during standard hours, the Trade Contractor shall reimburse the Construction Manager for the Construction Managers staff cost to be on site while such Work is performed.

3. SCHEDULE REQUIREMENTS

- 3.1. Bidders shall review the milestone schedule for Work included in the construction documents and advise, not later than 7 days prior to Bid Due date, of any severe discrepancies identified.
- 3.2. Bids shall be based on overall time duration provided in the milestone schedule for all construction activities.
- 3.3. Trade Contractors shall submit monthly progress reports and updated schedules as directed by the Construction Manager.
- 3.4. The Construction Manager will endeavor to incorporate Trade Contractor input into the final Project schedule. Under no circumstances will data be incorporated that causes delay to any milestone or to the overall Project completion date.
- 3.5. Trade Contractor representatives shall attend Pull Planning Meetings as required and as described in Section 013119 Project Meetings.
- 3.6. The Trade Contractor shall review, check, approve and submit, in such sequence as to cause no delay in the Work or in the Work of the Owner or any separate Trade Contractor, all shop drawings, product data and samples required by the Contract Documents.
- 3.7. Trade Contractors failing to meet the Project schedule shall be required to submit a detailed recovery schedule within two (2) days of notification by the Construction Manager. Such recovery schedule shall contain sufficient detail to satisfy requirements of the Construction Manager and shall include overtime as necessary to accomplish recovery in the shortest possible duration.

SECTION 003113 PROJECT MILESTONE SCHEDULE Dated 6/15/2020

- 3.8. The Trade Contractor failing to meet schedule dates shall be responsible for all additional cost associated with a Project delay caused by the Trade Contractor. Project delay costs include but are not limited to: 1) Construction Manager personnel cost associated with additional scheduling and/or coordination time including phone calls, emails, meetings etc.; 2) overtime cost necessary to recover lost schedule time expended by the failing Trade Contractor; 3) overtime cost necessary to recover lost schedule time expended by other Trade Contractors as required to make up time lost by the failing Trade Contractor.
- 3.9. All schedule "float time" shall belong exclusively to the Construction Manager.

 Trade Contractor shall endeavor to improve upon the Project schedule dates.

4. MILESTONE SCHEDULE

| | <u>Start</u> | <u>End</u> |
|--|--------------|------------|
| Submittals and Material Procurement | 7/8/2020 | 9/4/2020 |
| Pull Planning Scheduling Meeting (Mandatory 8 hours) | 8/24/2020 | |
| Construction | on Durations | |
| Hawkins Athletic Field | 9/15/2020 | 11/15/2020 |
| Sloan Lighting | 9/15/2020 | 10/30/2020 |
| Sloan Field Improvements | 9/15/2020 | 10/30/2020 |
| BECC Concessions | 9/15/2020 | 4/30/2021 |
| Maintenance Building | 9/15/2020 | 4/30/2021 |

END OF SECTION

| BID | DER' | S NAME: | | | | | | |
|------------------|---------------------------------------|--|--|---|---------|--|--|--|
| PRC |)JECT | ?: | Brighton Area Scho | pols | | | | |
| CLA | ARK F | PROJECT NO.: | 2836 | | | | | |
| BID RELEASE NO.: | | | 1 | 1 | | | | |
| OW | NER: | | Brighton Area Scho | Brighton Area Schools | | | | |
| ARC | CHITI | ECT: | Integrated Designs, | Integrated Designs, Inc. | | | | |
| CON | NSTR' | UCTION MANAGER: | Clark Construction 3535 Moores River Lansing, MI 4891 | Drive | | | | |
| | A | TTENTION: | Stephanie Coolidge Project Manager | | | | | |
| | TE | ELEPHONE: | (517) 927-2426 | | | | | |
| 1. | BID | <u>.</u> | | | | | | |
| 1.1. | Spec cond avai follo furn | s Bid has been prepared cifications, together with ditions surrounding the lability of materials, ecowing Bid to enter into ish all labor, material, ordance with the Contract | ents, and our examina e proposed Work inc The undersigned s hton Area Schools and | tion of the cluding the ubmits the d agrees to | | | | |
| | A. | Bid Category No. 02 - | - General Contractor | r | | | | |
| | | For the Lump Sum Bas | e Bid of: | \$ | | | | |
| | | | | | Dollars | | | |
| | В. | Bid Category No. 26 - | Athletic Field Exteri | ior Lighting | | | | |
| | | For the Lump Sum Bas | e Bid of: | \$ | | | | |
| | | | | | Dollars | | | |
| | C. | Bid Category No. 32 – | - Athletic Field Impr | rovements | | | | |
| | | For the Lump Sum Bas | e Bid of: | \$ | | | | |
| | | | | | Dollars | | | |

1.2. All appropriate sales taxes are included in the above Lump Sum Base Bid.

2. COMBINED BIDS

2.1. Combined Bids of two (2) or more Bid Categories may be submitted. Separate Bids for each Bid Category included in a combined Bids are required.

| | A. | Bid | l Category Numbers: | | |
|------|-----------|------------|--|----------------------------|--------|
| | | Bid | l Category Descriptions: | | |
| | | 1. | For the Lump Sum Base Bid of: | \$ | |
| | | | | D | ollars |
| 3. | <u>AD</u> | <u>DEN</u> | <u>DA</u> | | |
| 3.1. | | | ersigned acknowledges receipt of the for hereof in the Lump Sum Base Bid: | llowing Addenda and has in | cluded |
| | No. | 1, da | ted | No. 4, dated | |
| | | | ted | No. 5, dated | |
| | No. | 3, da | ted | No. 6, dated | |

4. <u>ALTERNATES</u>

4.1. General

- A. Each Bidder must furnish alternate pricing for the Work of its respective Bid Category for the following alternates.
- B. Alternates shall not be included in the Lump Sum Base Bid.
- C. Alternate price shall include all cost for labor, material, equipment, service, overhead and profit including any bonds and taxes as required in the Bid Documents to complete the Work of the Bid Category.

4.2. List of alternates

A.

| 1. | Bid Category No. 04 Ma | sonry | | | | | | |
|----|---|--|--|--|--|--|--|--|
| | Alternate #2 | | | | | | | |
| | Install masonry face brick at each gable end of the Concessions Building. Eliminate the composite wood siding under base bid. | | | | | | | |
| | Add | \$ | | | | | | |
| | 7100 | Ψ | | | | | | |
| 2. | Bid Category No. 07 Ro | of Removal/Replacement | | | | | | |
| | Alternate #2 | | | | | | | |
| | 1 | gle roofing at Hawkins Elementary School lude all demolition and installation of new lge. | | | | | | |
| | Add | \$ | | | | | | |
| 3. | Bid Category No. 07 - R | oof Removal/Replacement | | | | | | |
| | Alternate #3 | | | | | | | |
| | | gle roofing at Brighton High School Stadium all demolition and installation of new shingle xisting metal fascia. | | | | | | |
| | Add | \$ | | | | | | |
| | | · | | | | | | |
| | Bid Category No. 03 - R | einforced Concrete | | | | | | |
| 4. | A 14 4 #4 | | | | | | | |
| 4. | | concrete paved area adjacent to Concession awings for additional information. | | | | | | |
| 4. | Add additional reinforced | | | | | | | |
| 4. | Add additional reinforced Building. Refer to civil dr | rawings for additional information. | | | | | | |
| | Add additional reinforced Building. Refer to civil dr Add | rawings for additional information. | | | | | | |
| 5. | Add additional reinforced Building. Refer to civil dr Add Bid Category No. 07 - R Alternate #5 | rawings for additional information. \$ | | | | | | |

Add

6. **Hawkins Elementary/ Cloverleaf Field**

Bid Category No. 11 - Ball Field Dugout

Alternate #1

Proposed pre-fabricated dugout on concrete slab (Gameshade by Sportefield specialities or approved equal) with sitting wall Install +/wo le)

| | | | 84 of 6 ft. black vinyl clad link fence on a (2) 4 ft wide openings (one on the base si | all sides of the dugout with two |
|------|------------|------------|---|--|
| | | | Add | \$ |
| 5. | <u>UNI</u> | T PRI | <u>ICES</u> | |
| 5.1. | GEN | ERA | <u>L</u> | |
| | A. | | Bidder for Bid Categories listed below, k of its respective Bid Category. | must submit unit prices for the |
| | B. | | prices shall include all overhead, profit ll the Work. | and incidentals to furnish and |
| | C. | <u>UNI</u> | T PRICES | |
| | | 1. | Bid Category - <u>Bottle Fillers - Addend</u> | <u>um 1</u> |
| | | | Drinking fountains at each of the followscope budget. Education and Comme Elementary (2), High School (5), Hor Intermediate (2), Miller Intergeneration (5) | nunity Center (3), Hawkins rung Elementary (2), Maltby |
| | | | Add | \$ |

6. TRADE HOURS

| 6.1. | . Total estimated trade hours required to perform the Work: | | | | | | | |
|------|--|--|--|--|--|--|--|--|
| | A Trade Hours | | | | | | | |
| 6.2. | The undersigned acknowledges that the estimated trade hours provided above are for Clark Construction Company scheduling purposes only and shall not be deemed a | | | | | | | |

limit to trade hours required to perform the Work and shall not be considered as a basis for claim.

7. BID SECURITY

7.1. Bid security in the amount of 5% of the Bid, shall accompany this Bid.

8. PERFORMANCE AND LABOR AND MATERIAL PAYMENT

8.1. The undersigned confirms that the cost of required Bonds is included in the base Bid amount.

9. REJECTION OF BID

9.1. The undersigned acknowledges the right of the Owner to accept or reject any or all Bids in whole or in part and to waive any informality or irregularity in the Bid, or to award the Contract to other than the low Bidder in its sole and absolute discretion.

10. PROJECT SCHEDULE

10.1. The undersigned acknowledges that it shall meet requirements of the Project Schedule (Section 003113).

11. EXTRA WORK

- 11.1. The undersigned agrees that:
 - A. A maximum of 15% overhead and profit will be allowed for Changes in the Work performed by the Trade Contractor.
 - B. A maximum of 5% overhead and profit will be allowed for Changes in the Work for any tier Subcontractor.
 - C. For changes involving both additional costs and credits to the Contract, the mark-up will be allowed on the net add only after all credits have been deducted from the additional Work.

| BIDDER'S NAME:_ | |
|-----------------|-----------|
| LEGAL ADDRESS: | |
| | ZIP CODE: |
| CONTACT NAME: | |
| TELEPHONE NO.: | |

| SECTION 004126 |
|---|
| BID FORM FAX NO.: |
| |
| EMAIL ADDRESS: |
| The Bidder declares the following legal status in submitting this Bid: (Check one) |
| A Corporation organized and existing under the laws of the State of Michigan |
| A Partnership |
| Other |
| |
| CONTRACT ACKNOWLEDGEMENT |
| Trade Contractor hereby acknowledges acceptance of the terms of the Contract and will enter into the Contract with no modifications to the terms of the Contract. |
| <u>SIGNATURE</u> |
| Respectfully submitted: |
| |
| SIGNATURE |
| BY: |
| TITLE: |
| DATE: |
| Federal Employer Identification No.: |
| State License No.: |

SECTION 006200 CERTIFICATES AND OTHER FORMS Dated 6/15/2020

1. **GENERAL**

- 1.1. Sample documents, included in this section, shall be used through the life of the Project.
- 1.2. Sample forms:
 - A. Trade Contractor Qualification Form
 - B. Certificate of Insurance Sample
 - C. Application and Certificate for Payment (AIA G702 and G703 1992 Edition)
 - D. MEP Cost Breakdown (required start-up submittal for MEP Contractors)
 - E. Sworn Statement
 - F. Partial Unconditional Waiver
 - G. Full and Final Unconditional Waiver
 - H. Materials Stored Payment Form
 - I. Labor Rate Calculations
 - J. Form of Guarantee
 - K. Brighton Area Schools Policy Guidelines for Vendors and Contractors
 - L. Brighton Area Schools Anti-Harassment Policy
 - M. Trade Contractor Contract
 - N. General Conditions

END OF SECTION

CLARK CONSTRUCTION COMPANY TRADE CONTRACTOR QUALIFICATION FORM

| PROJECT NAME: | | DATE | | |
|--|---------------------|------------------------|-------------------|----------------------|
| GENERAL | | | | |
| Legal name of Business: | | | | |
| Principal Address: | | | | |
| Street | | | | |
| P. O. Box City | , | | State | Zip |
| Contact Person: | | | | |
| E-mail Address: | | | | |
| Telephone No.: | | rax No | | |
| CorporationPartnership _ | Individual | Sole Proprietorsh | ip Join | nt VentureOther |
| If Incorporated, State of Incorporation: | | | Yea | ar Incorporated |
| Average number of office employees:_ | | | _Field: | |
| Is your company qualified as | MBE | WBE | | DBE |
| (Enclose certificate) SMALL | BUSINESS | HUB ZO | ONE | 8A |
| | SDB | | <u></u> | VOSB |
| | SDVOSB | HBCU/N | VII | |
| Does your company have a written EEC | policy? | | | YesNo |
| Does your company have a current Cert | ificate of Awardab | oility? | | YesNo |
| List company officers: | | | | |
| Name | Fitle | Years w | vith Organization | |
| | | | | |
| | | | | |
| | | | | |
| State the type(s) of work in which you s | specialize and regu | larly perform with you | ır own person | nel: |
| | | | | |
| Labor Relations: Uni | ion | Ora | on Chon | |
| Labor Relations. | | | ен знор | |
| FINANCIAL | | | | |
| Please submit current interim financial and contract schedule. This information | | | ement, includi | ing work in progress |
| Bank Reference: (Bank Name) | | | (Tal | ephone) |
| | | | (101 | ephone) |
| Contact Person: (Contact Name) | | | | |
| | G. | 10 X/ N/ | | 9.11 |
| Amount of Line of Credit: | Se | cured? YesNo | _ Amount av | anable |
| Is your company currently in default on institution or other entity? (If yes, attack | | | | |

406FR001.1 Trade Contractor Qualification Form -Version 7 $Page\ 1\ of\ 3$

CLARK CONSTRUCTION COMPANY TRADE CONTRACTOR QUALIFICATION FORM

BONDING INFORMATION

| Furnish a signed statement from the surety certifying the following: If bonded- | statement not required |
|---|----------------------------------|
| Current Bonding Capacity of Company: Aggregate | Single Project |
| Amount of Work Currently Bonded | Bond Rate |
| Name of Bonding Company | _Co. Rating |
| Name of Bonding Agent: (Telephor | |
| Length of Time with Bonding Company | le) |
| Have Performance or Payment Bond claims ever been made to a surety? | YesNo |
| Has any surety company refused to bond the firm or any affiliate companies on a | any project? YesNo |
| Current capacity exists to cover the amount of this contract? | YesNo |
| INSURANCE | |
| Furnish a Certificate from your insurance carrier verifying all limits & project re | quirements to main office. |
| Experience Modification Rating (EMR) for the last three years: | |
| <u>SAFETY</u> | |
| Please attach copies of OSHA No. 300A Logs for the last three years along with | your most current log to-date. |
| Does your company have a written Safety Program? If yes, provide an electronic copy or verify that a current copy is on file at Clark? | YesNos Main Office. |
| Does your company have a Substance Abuse Program? | YesNo |
| Does your company have a safety officer? If YES, provide name: | YesNo |
| Does your company hold weekly craft "tool box" talk safety meetings? | YesNo |
| Does your company provide foreman safety training? If YES, how often? | YesNo |
| Does your company conduct safety inspections? If YES, how often? | YesNo |
| Does your company give orientation/safety instruction to new hires? | YesNo |
| In the past three years, has your company been cited by state or federal OSHA for any willful violations? | YesNo |
| Please attach list on a separate sheet, the summary details for all violations include amount for the last three years | ding date, type, description and |
| During the past three years, has your company experienced any employee fataliti 406FR001.1 Trade Contractor Qualification Form -Version 7 | es? YesNo |

Page 2 of 3

CLARK CONSTRUCTION COMPANY TRADE CONTRACTOR QUALIFICATION FORM

If YES, please attach details of the accident on a separate sheet

EXPERIENCE

Attach list of recent major projects completed and work in progress, including average manpower required and anticipated duration of contract. Please include any projects completed with Clark Construction Company.

LIST THREE (3) SUPPLIER REFERENCES

| Supplier | Project | Contact | Phone | Amount |
|--|---|---|--|-----------------|
| | | | | |
| | | | | |
| Have you failed to co | ed to be in default on any co | you? | | YesNo YesNo |
| Have you ever been a | djudged bankrupt or filed a | petition in bankruptcy? | | YesNo |
| Have you filed any la | wsuits or requested arbitration | on? | | YesNo |
| (If you answered YES | to any of the above, please | attach a brief explanation) | | |
| Please attach the follo | owing documents: | | | |
| Current interLast CertifiedStatement ofInsurance ca | DBE Certificate (if applicable from Financial Statement of Financial Statement of Surety or Bid Bond rriers EMR verification DOA Logs for the last 3 years alog to-date | O C W T s and the | lectronic Safety ManusHA violations for the ompleted Project List Fork in Progress List rade Contractor Qualichedule of Values — to re-Award Meeting | te last 3 years |
| I understand that sub- | he answers to the foregoing of mission of this information is and that the information is | s in no way a guarantee of c | ontract award by the | Owner or Clark |
| (Signature) | | (Date) | | |
| (Above Name typed or F | Printed) | (Title of Author | ized Representative) | |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | | | | CONTACT NAME: | | | | | |
|--|---------------|-------------|---|--|------------------------|---|---------------------------------------|----------------|------------|
| Agent Name and Address | | | | PHONE | | | | | |
| | | | | | INSL | JRER(S) AFFOR | DING COVERAGE | | NAIC# |
| | | | | INSURER A | : A Rated | Insurance Co | ompany | | |
| INSURED | | | | INSURER B | : A Rated | Insurance Co | ompany | | |
| Subcontractor Name and A | *aare | SS | | INSURER C | : A Rated | Insurance Co | ompany | | |
| | | | | INSURER D | : A Rated | Insurance Co | ompany | | |
| | | | | INSURER E | : A Rated | Insurance Co | ompany | | |
| | | | | | | Insurance Co | | | |
| COVERAGES CER | TIFIC | ATE | NUMBER: | | | | REVISION NUM | BER: | |
| THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RICERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH | EQUIF PERT | REMEI | NT, TERM OR CONDITION THE INSURANCE AFFORD | OF ANY (| CONTRACT | OR OTHER S DESCRIBE | DOCUMENT WITH | H RESPECT TO | WHICH THIS |
| INSR TYPE OF INSURANCE | ADDL | SUBR WVD | POLICY NUMBER | P | OLICY EFF WDD/YYYY) | POLICY EXP | | LIMITS | |
| GENERAL LIABILITY | INSK | 1170 | 1 00101 1101110011 | 1000 | | 100000000000000000000000000000000000000 | EACH OCCURRENC | E \$ 1.00 | 00,000 |
| X COMMERCIAL GENERAL LIABILITY | _ | _ | | | ì | | DAMAGE TO RENTE PREMISES (Ea occur | D | 00.000 |
| CLAIMS-MADE X OCCUR | 1 | | | | | | MED EXP (Any one p | | 5,000 |
| | | | | | | | PERSONAL & ADV IN | | 00,000 |
| | | | | | | | GENERAL AGGREGA | | 00.000 |
| GENL AGGREGATE LIMIT APPLIES PER: | l | | | | | | PRODUCTS - COMP | | 00,000 |
| POLICY X PRO- | | | | j | Ì | | | \$ | 70,000 |
| AUTOMOBILE LIABILITY | | | | | | | COMBINED SINGLE (Ea accident) | LIMIY S 1.00 | 00.000 |
| X ANY AUTO | Į. | 1 | | | | | BODILY INJURY (Per | | ,0,000 |
| ALL OWNED SCHEDULED | | | | | ļ | İ | BODILY INJURY (Per | r accident) \$ | |
| X HIRED AUTOS X AUTOS NON-OWNED AUTOS | | | | | [| | PROPERTY DAMAG | E \$ | |
| HIRED AUTOS AUTOS | | | | | i | | (Fel accident) | s | |
| X UMBRELLA LIAB X OCCUR | | | | | | | EACH OCCURRENC | E \$5.00 | 00,000 |
| EXCESS LIAB CLAIMS-MADE | יין | 1 | | ľ | | İ | AGGREGATE | | 00.000 |
| DED RETENTION\$ | 1 | | | | | | 71001120112 | s | |
| WORKERS COMPENSATION | | | | | i | | X WC STATU- | OTH- ER | |
| AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE | | | | | | | E.L. EACH ACCIDEN | | 00,000 |
| OFFICE/MEMBER EXCLUDED? (Mandatory in NH) | N/A | ľ | | | | | E.L. DISEASE - EA E | | |
| If yes, describe under | | | | | i | İ | E.L. DISEASE - POLI | | 00,000 |
| DESCRIPTION OF OPERATIONS below | | | | | | | E.E. DIOLAGE - I OL | | 70,000 |
| | | | | | | | | | |
| | ľ | | | | | | | | |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC | LES (| Attach | ACCRD 101, Additional Remarks | Schedule, if | more space is | required) | ' | | |
| Clark Job 19-2836 Brighton Area Schools 2 | 019 B | Bond. | | | | | | | |
| | | _ | | | | | | | |
| Clark Construction Company, Brighton Area | Sch | ools a | ind Integrated Designs Inc. | . are includ | ied as addi | itional insured | ds | | |
| | | | | | | | | | |
| | | | | | | | | | |
| CERTIFICATE HOLDER | | | | CANCE | LLATION | | | | |
| Clark Construction Company 3535 Moores River Drive | | | | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. | | | | | |
| Lansing, MI 48911 | | | | AUTHORIZ | ED REPRESEI | NTATIVE | | ·- <u>·</u> | |
| | | | | | | | | | |

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Application and Certificate for Payment

| TO OWNER: | PROJECT: | | APPLICATION NO: | ed Bu-s | | Distributio | n to: |
|---|--|------------|--|---|-----------------|----------------|----------------|
| | | | PERIOD TO: | | | OWNER | |
| | | | CONTRACT FOR: | | | ARCHITECT | |
| FROM CONTRACTOR: | VIA ARCHIT | ECT: | CONTRACT DATE: | | (| CONTRACTOR | |
| | | | PROJECT NOS: | 1 | 1 | FIELD | |
| | | | | | | OTHER | 200 |
| CONTRACTOR'S APPLICATION FOR | PAYMENT | | The undersigned Contractor certifies that to | the best of the Con | ntractor's know | ledge, inform | ation |
| Application is made for payment, as shown below, in c AIA Document G703 TM , Continuation Sheet, is attache 1. ORIGINAL CONTRACT SUM 2. NET CHANGE BY CHANGE ORDERS | onnection with the d. | | and belief the Work covered by this Applica with the Contract Documents, that all amou which previous Certificates for Payment were that current payment shown herein is now due CONTRACTOR: | ation for Payment hants have been paid e issued and paymen | as been compl | eted in accord | lance k for |
| 3. CONTRACT SUM TO DATE (Line 1 ± 2) | \$ | | By | | Date: | | |
| 4. TOTAL COMPLETED & STORED TO DATE (Clumn G | o G703) | | Sta of: | B-64.36 | | lane, I | |
| 5. RETAINAGE: | | | Convof | | | | |
| a% of Completed Work | Sub-ribed and swori to before | | | | | | |
| (Columns D + E on G703) | | | me is day | of | | | |
| b. % of Stored Material (Column F on G703) | N. Grand D. I. I. | # 8 B M E | | | | | |
| (Column F on G703) | Notary Public: My commission expires: | | | | | | |
| Total Retainage (Lines 5a + 5b, or Total in Column | I of G703) \$ | | wy commission expires. | | | | |
| 6. TOTAL EARNED LESS RETAINAGE | s | | ARCHITECT'S CERTIFICATE F | OR PAYMEN | 2 | 0 | |
| (Line 4 minus Line 5 Total) | | - E - 1. Z | In accordance with the Contract Documents, based on on-site observations and the data comprising | | | | ising |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT | s | | this application, the Architect certifies to the | Owner that to the be | est of the Arch | itect's knowle | doe |
| (Line 6 from prior Certificate) | | IA EE | information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED. | | | | is in |
| 8. CURRENT PAYMENT DUE | s | 4. 4.8 | | | | | tile |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE | | | AMOUNT CERTIFIED | | S | | |
| (Line 3 minus Line 6) \$ | | | (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.) | | | | is ed.) |
| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS | ARCHITECT: | | | No. | |
| Total changes approved in previous months by Owner | S | S | By: | E DEFE | Date: | | |
| Total approved this month | S | \$ | This Certificate is not negotiable. The AMOU | NT CERTIFIED is r | navable only to | the Contracto | - |
| TOTAL | \$ | \$ | named herein. Issuance, payment and acceptance of payment are without prejudice | | | | s of |
| NET CHANGES by Change Order | the Owner or Contractor under this Contract. | | | | | | |

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



MEP Cost Breakdown

| <u>PLUMBING</u> | Value | |
|--|----------|---|
| 1 Underground Sanitary Piping | \$ | - |
| 2 Above Ground Waste & Vent Piping | \$ | - |
| 3 Storm Drainage Piping | \$ | - |
| 4 Water Supply Piping | \$ | - |
| 5 Pipe Insulation | \$ | - |
| 6 Plumbing Fixtures | \$ | - |
| 7 Gas Piping | \$ | - |
| 8 Other / Special Systems: | \$ | - |
| <u>HVAC</u> | \$ | - |
| 1 Hydronic Piping & Pumps | \$ | - |
| 2 Steam Piping & Pumps | \$ | - |
| 3 Refrigerant Piping | \$ | - |
| 4 Pipe Insulation | \$ | - |
| 5 Ductwork | \$ | - |
| 6 Duct Insulation | \$ | - |
| 7 VAV Boxes | \$ | - |
| 8 Grilles, Registers, Diffusers | \$ | - |
| 9 Heating Boilers | \$ | - |
| 10 Furnaces | \$ | - |
| 11 Packaged Water Chillers | \$ | - |
| 12 Cooling Towers | \$ | - |
| 13 Packaged Compressors and Condenser Units | \$ | - |
| 14 Packaged Air Handler Units | \$ | - |
| 15 Exhaust Fans | \$ | - |
| 16 Humidity Control Equipment | \$ | - |
| 17 Temperature Controls & Energy Management | \$ | - |
| 18 Commissioning | \$ | - |
| 19 Demolition & Excavation for Your Work | \$ | - |
| 20 Other / Special Systems: | \$ | - |
| ELECTRICAL | \$ | - |
| 1 Incoming Primary | \$ | - |
| 2 Service & Distribution (Transformers, Switchgear, Panel Boards & Meters) | \$ | - |
| 3 Interior Lighting | \$ | - |
| 4 Exterior Lighting | | - |
| 5 Outlets, Receptacles & Switches | \$ \$ | - |
| 6 Equipment Connections | \$ | - |
| 7 Conduits, Pull Boxes, Junction Boxes, Bus Ways | \$ | - |
| 8 Wiring & Cabling | \$ | - |
| 9 Fire Alarm & Detection | \$ | - |
| 10 Lightning Protection | \$ | - |
| 11 Intercom & Sound | \$ | - |
| 12 Security & CCTV | \$ | - |
| 13 Emergency Generator | \$ | - |

| 14 Low Voltage Cabling 15 Demolition & Excavation for Your Work | \$ \$ | - |
|---|----------|---|
| 16 Other / Special Systems: | \$ | - |
| General Items | \$ | _ |
| 1 Bond Fee | , \$ | - |
| 2 Submittals | \$ | - |
| 3 Close-Out | \$ | - |
| 4 As-Builts | \$ | - |
| 5 Warranty Call Back | | |
| 6 Mobilization | \$ | = |
| 7 Testing & Balancing | \$ | - |
| 8 Profit / Overhead | \$ | - |

¢

SWORN STATEMENT

| | | 01101 | • 17112 | | | | |
|--|---|--|--|---|--------------------------------------|---|--|
| STATE OF: | | | } | | | | |
| COUNTY OF: | | | } | | | | |
| | | | | (deponent), | being sworn | , states the f | ollowing: |
| | | | | is the (cont | ractor) (subc | ontractor) for | an |
| improvement to the foll as follows: (Insert legal | | | | nent or name | | ichigan, desc of the Projec | |
| That the following is a sor fringe benefits and volume (subcontracted) for perdue to the persons as of | vithholdings is formance und | due but unpa ler the contra | aid, with whon ct with the ow | n the (contract ner or lessee | tor) (subconti of the proper | ractor) has (o ty and the ar | contracted) |
| Name of subcontractor, supplier or laborer | Type of improvement furnished | Total contract price | Amount already paid | Amount currently owing | Balance to complete (optional) | Amount of laborer wages due but unpaid | Amount of laborer fringe benefits and withholdings due but unpaid |
| | | | | | | | |
| | | | | - | | - | <u> </u> |
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| | | | | | | | |
| Totals | 0 | | | to all persons list | | <u> </u> | L |
| The contractor has not owes no money for the I make this statement a (subcontractor) to represent free from claims of cornin this statement for claims of construction lien act, 1 | t procured ma e improvemen as the (contra esent to the o estruction liens aims of constr | terial from, or t other than the ctor) (subcon wner or lesse s, or the poss ruction liens b | subcontracte ne sums set for tractor) or as ne of the prope ibility of const y laborers tha | ed with any per orth. erty and his or ruction liens, o | rson other that | of the (contra hat the prope ecifically set t | ctor) erty is forth |

| WARNING TO OWNER: AN OWNER OR LESSEE OF THE PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING UNDER SECTION 109 OF THE CONSTRUCTION LIEN ACT 1980 P.A. 497, MCL 570.1109 TO THE DESIGNEE OR THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED. |
|---|
| |
| Deponent |
| WARNING TO THE DEPONENT: A PERSON, WHO GIVES A FALSE SWORN STATEMENT WITH THE INTENT TO DEFRAUD IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1110. |
| Subscribed and sworn to before me on (date) |
| Notary Public |
| County, Michigan. |
| My commission expires: |
| |
| |
| |
| |



PARTIAL UNCONDITIONAL WAIVER

| I / we have a contract with Clark Construction Company to provide work | | | | |
|--|--|--|--|--|
| per contract and change orders for the improvement to the property described as: | | | | |
| Clark Job #, Contract #, Project Description | | | | |
| and hereby waive my/our construction lien to the amount of \$0.00 | | | | |
| (\$0.00 cumulative total paid to date) for labor and / or materials provided | | | | |
| through This Partial Unconditional Waiver is a waiver and release of any and | | | | |
| all claims arising out of work performed on the project through the date of | | | | |
| | | | | |
| | | | | |
| Subscribed and sworn to before me (Company Name) | | | | |
| (Company Name) | | | | |
| By: this day of 2002. | | | | |
| | | | | |
| Title: | | | | |
| Address: Notary Public: | | | | |
| | | | | |
| My commission expires: | | | | |
| Tolombono | | | | |
| Telephone: | | | | |
| WARNING DO NOT SIGN BLANK OR INCOMPLETE FORMS, RETAIN A COPY | | | | |
| | | | | |

NOTE: The following is supplied for informational purposes only and is not in limitation or modification of the above waiver.

Amount of Contract: \$0.00
Previously Paid: \$0.00
This Payment: \$0.00
Balance of Contract: \$0.00

Please sign and return this waiver to: Clark Construction Company 3535 Moores River Drive Lansing, MI 48911



FULL UNCONDITIONAL WAIVER

| I / we have a contract with | Clark Construction Company prov |
|-----------------------------------|---|
| contract and change orders f | or the improvement to the property described a |
| Cla | rk job #, Contract #, Project description |
| and having been fully paid a | nd satisfied, all my/our construction lien rights a |
| property are hereby waived, rel | eased, and we release Clark Construction Compan |
| Owner in full, from any and all o | laims arising out of the Project. |
| | |
| | |
| (Company Name) | Subscribed and sworn to b |
| | this day of |
| By: (Authorized signer) | day of |
| | |
| (Print or Type Name and Title | of Signer) |
| Address: | |
| | (Notary Public) |
| | My commission expires: |
| Telephone: | |

WARNING DO NOT SIGN BLANK OR INCOMPLETE FORMS, RETAIN A CO

Please sign and return this waiver to:

Clark Construction Company 3535 Moores River Drive Lansing, MI 48911

> Phone: (517) 372-0940 Fax: (517) 372-0668

MATERIALS STORED PAYMENT FORM

| Progres | ss Payment Number | Bid Package No./Categor | ry Description | n |
|---------|---|---|--|---|
| 1. | | approved by the Owner, has ot yet incorporated into the | | in the above noted request for tional sheets, if required): VALUE PER |
| | <u>ITEM</u> | STORE | <u> </u> | ATTACHED INVOICE |
| | | | | <u>\$</u> |
| 2. | TOTAL VALUE OF | THE ABOVE ITEMS P | ER ATTACHED | INVOICE(S): |
| | \$ | | | |
| 3. | above items are cover that said insurance w | ered by Trade Contract rill remain in effect until f Contractor must prov | or's property ins inal acceptance o | undersigned states that the surance against all risk and of the completed project by surance stating description, |
| 4. | the above items, and receipt of payment o | provides proof of payme | ent, and by signa- items, the Trade | ayment has been made for ture below, contingent upon Contractor hereby transfers |
| 5. | Stored Materials are to clearly marked. | o be roped off or separa | ted from all other | rs. Boxes or pieces must be |
| 6. | Owner and/or Constitute. | ruction Manager reserves | s the right to insp | pect stored material at any |
| 7. | relieve the Trade Co | | on under its co | no manner or in any degree ntract, particularly, but not cantees. |
| Trade | Contractor: | S | Signature is by | a member of firm or |
| | <u> </u> | (| 1 | itled to sign Contract |
| Title: | | ď | ocuments for | the Trade Contractor. |
| Date: | | | | |

LABOR RATE CALCULATIONS

TRADE:

| | STRAIGHT TIME | | TIME & ON | IE HALF | DOUBLE TIME | |
|--------------------------|---------------|---------|------------|---------|-------------|---------|
| | JOURNEYMAN | FOREMAN | JOURNEYMAN | FOREMAN | JOURNEYMAN | FOREMAN |
| WAGES | | | | | | |
| Base Rate | | | | | | |
| Vacation/Holiday | | | | | | |
| Dues | | | | | | |
| | | | | | | |
| | | | | | | |
| Taxable Wages | | | | | | |
| - | • | | | | | |
| Fringes | | | | | | |
| Health & Welfare | | | | | | |
| Pension | | | | | | |
| Annuity | | | | | | |
| S.U.B. | | | | | | |
| Other: | | | | | | |
| | | | | | | |
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| | | | | | | |
| Total Fringes | | | | | | |
| | _ | | | | | |
| Payroll Tax & Ins. | | | | | | |
| F.I.C.A. | | | | | | |
| Medicare | | | | | | |
| S.U.I.T. | | | | | | |
| F.U.I.T. | | | | | | |
| S.B.T. | | | | | | |
| Worker's Compensation | | | | | | |
| PL & PD Insurance | | | | | | |
| | | | | | | |
| Total Payroll Tax & Ins. | | | | | | |
| | | | | | | |
| Total Premium Cost | | | | | | |
| | p. | | | | | |
| Total Hourly Cost | | | | | | |
| | p. | | | | | |
| Overhead & Profit (15%) | | | | | | |
| | 1 | _ | 1 | • | | |
| Total Hourly Rate | | | 1 | | 1 | |

FORM OF GUARANTEE

| CLARK | RK PROJECT NUMBER | | | |
|--------|---|--------------------------------------|--|--|
| PROJEC | ECT NAME | | | |
| | ATION | | | |
| | IE OF CONTRACTOR | | | |
| | TRACT FOR | | | |
| | | | | |
| We he | nereby agree that: | | | |
| a) | We have completed our contract in full conformand have made no substitutions in materials ex | · | | |
| b) | b) We will return to the project and commence work within three (3) working days of receipt of written notification from the Owner, Architect or Construction Manager and will provide at our expense all necessary labor, equipment and material to make proper repairs or corrections made necessary by defective materials or inferior workmanship furnished or performed under contract, all to the satisfaction of the Owner and the Architect, and without cost to the Owner. | | | |
| c) | c) This guarantee of our work and the work of all | our subcontractors shall commence on | | |
| | and re | emain in full force and effect | | |
| | (date | of substantial completion) until | | |
| | (one y | rear). | | |
| d) | d) We hereby certify that all payrolls, material bill work on the subject project have been paid in f | | | |
| SIGNED | ED | PRINTED | | |
| | (AUTHORIZED OFFICER) | | | |
| WITNE | NESS | PRINTED | | |
| DATE _ | <u> </u> | | | |
| ADDRE | RESS | | | |



Policy Guidelines for Vendors and Contractors

Tobacco Use on School Premises — PO 7434

The Board prohibits the use of tobacco or tobacco substitute products at all times (twenty-hour hours a day, seven days a week) within any enclosed facility owned or leased or contracted for by the Board, and in the areas directly or indirectly under the control of the Board immediately adjacent to locations of ingress or egress to such facilities. Such prohibition also applies to school grounds, athletic facilities, any school-related event, on or off Board premises.

Plant Security — PO 7440

The buildings and equipment owned by the Board shall be protected from theft and vandalism in order to maintain the optimum conditions for carrying out the educational programs. The District may use law enforcement to apprehend those who are involved in theft or cause serious physical harm to District property. The District may use all legal means necessary and appropriate to prosecute or require such persons to rectify the damage or pay a fee to cover repairs.

Small Unmanned Aircraft Systems — PO 7440.03

The Board prohibits the operation of small Unmanned Aircraft Systems (sUAS) at any time by any individual who is not employed or contracted by the District, as well as by any District staff member, administrator, or contractor who is not expressly authorized to do so by the Superintendent, on property owned or leased or contracted for by the Board.

Lending of Board-Owned Equipment — PO 7530

No item of Board-owned equipment shall be loaned for non-school use off District school property.

Technology — PO 7540

Unauthorized access and use of social media, blogs, or chat rooms while on District premises or at District events or using District equipment is expressly prohibited.

Access to District Technology Resources and/or Information Resources from Personal Communication Devices — PO 7542

Access to District Technology and resources is not allowed.

Weapons - PO 8142.01

The Board of Education prohibits any person who is under contract from possessing, storing, making, or using a weapon in any setting that is under the control and supervision of the District including, but not limited to, property leased, owned, or contracted for by the District. Weapons



include, but are not limited to, firearms, guns of any type including spring, air and gas-powered guns (whether loaded or unloaded) that will expel a BB, pellet, or paint balls, knives, razors, clubs, electric weapons, metallic knuckles, martial arts weapon, ammunition, and explosives or any other weapon described in 18 U.S.C. 921. The Superintendent will refer an individual who violates this policy to law enforcement officials. The District may also take other action against the individual and/or his/her employer, including, but not limited to, requiring that the individual not be allowed to provide services to the District in the future and/or terminating any contractual relationship with the individual or his/her employers.

Animals on District Property - PO 8390

Individuals with disabilities who are accompanied by their service animals are permitted access to all areas of the District's facilities where members of the public, as participants in services, programs or activities, as vendors, or as invitees, are permitted to go. Individuals who will access any area of the District's facilities with their service animals should notify the Principal that their service animal will accompany them during their visit.

School Safety Information -PO 8400

Federal law establishes a "Student Safety Zone" that extends 1,000 feet from the boundary of any school property in relation to weapons, drugs, and registered sex offenders. Individuals are prohibited from engaging in these activities at any time on District property, within the Student Safety Zone, or at any District-related event.

Anti-Fraud — PO 8900

Fraud and fraudulent activity is strictly prohibited. Fraud is defined as the intentional, false representation or concealment of material fact for the purpose of inducing another to act upon his/her injury. Examples of prohibited acts include: falsification of any District record with the intent to conceal information to the detriment of the District or individual's advantage; forgery of a check; misappropriation of funds, supplies, or assets of the District; disclosing confidential and proprietary information to outside parties for personal gain (directly or indirectly); asking for or accepting anything of material value from contractors, vendors, or persons providing services or materials to the District; and unauthorized destruction, removal, or use of records, furniture, fixtures, and/or equipment for personal gain. This policy applies to any fraud, or suspected fraud, involving employees as well as consultants, vendors, contractors, outside agencies doing business with employees of such agencies, and any other parties with a business relationship with the District. Each employee or agent of the District shall be responsible for reporting any observed or suspected fraud or fraudulent activity. Except as authorized by the Superintendent or his/her designee, the reporting witness and others interviewed are not to discuss the allegations or investigation with other District employees or officials, vendors, or contractors.

Control of Casual-Contact Communicable Diseases — PO 8450



Casual-contact communicable disease shall include diphtheria, scarlet fever and other strep infections, whooping cough, mumps, measles, rubella, and/or others designated by the Michigan Department of Community/Public Health. To protect the health and safety of the students, District personnel, and the community, the Board shall follow all state statutes and Health Department regulations which pertain means for controlling spread through normal interaction, including prohibiting access of vendors or contractors diagnosed with a casual-contact communicable disease. All cases of such diseases must be reported to district personnel as soon as diagnosed.

Reporting Accidents — PO B442

Any accident that results in an injury, however slight, to a student, an employee of the Board, or a visitor to the schools must be reported promptly and in writing to district personnel.

School Visitors — PO 9150

Non staff access to students and classes must be limited and only in accordance with a schedule which has been determined by the principal after consultation with the teacher whose classroom is being visited.

Book Policy Manual

Section 1000 Administration

Title ANTI-HARASSMENT

Code po1662

Status Active

Adopted December 9, 2013

Last Revised May 28, 2019

1662 - ANTI-HARASSMENT

General Policy Statement

It is the policy of the Board of Education to maintain an education and work environment that is free from all forms of unlawful harassment, including sexual harassment. This commitment applies to all School District operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment. This policy applies to unlawful conduct occurring on school property, or at another location if such conduct occurs during an activity sponsored by the Board.

The Board will vigorously enforce its prohibition against discriminatory harassment based on race, color, national origin, sex (including sexual orientation and transgender identity), disability, age, religion, height, weight, marital or family status, military status, ancestry, or genetic information (collectively, "Protected Classes") that are protected by Federal civil rights laws (hereinafter referred to as "unlawful harassment"), and encourages those within the School District community as well as third parties, who feel aggrieved to seek assistance to rectify such problems. The Board will investigate all allegations of harassment and in those cases where unlawful harassment is substantiated, the Board will take immediate steps to end the harassment, prevent its reoccurrence, and remedy its effects. Individuals who are found to have engaged in unlawful harassment will be subject to appropriate disciplinary action.

For purposes of this policy, "School District community" means students, administrators, and professional and support staff, as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

For purposes of this policy, "third parties" include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off School District property).

Other Violations of the Anti-Harassment Policy

The Board will also take immediate steps to impose disciplinary action on individuals engaging in any of the following prohibited acts:

- A. Retaliating against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation.
- B. Filing a malicious or knowingly false report or complaint of unlawful harassment.
- C. Disregarding, failing to investigate adequately, or delaying investigation of allegations of harassment, when responsibility for reporting and/or investigating unlawful harassment charges comprises part of one's supervisory duties.

Definitions

Bullying

Bullying rises to the level of unlawful harassment when one or more persons systematically and chronically inflict physical hurt or psychological distress on one (1) or more students or employees and that bullying is based upon one (1) or more Protected Classes, that is, characteristics that are protected by Federal civil rights laws. It is defined as any unwanted and repeated

written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational or work environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school or work performance or participation; and may involve:

- A. teasing;
- B. threats;
- C. intimidation;
- D. stalking;
- E. cyberstalking;
- F. cyberbullying;
- G. physical violence;
- H. theft;
- I. sexual, religious, or racial harassment;
- J. public humiliation; or
- K. destruction of property.

"Harassment" means any threatening, insulting, or dehumanizing gesture, use of technology, or written, verbal or physical conduct directed against a student or school employee that:

- A. places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;
- B. has the effect of substantially interfering with a student's educational performance, opportunities, or benefits, or an employee's work performance; or
- C. has the effect of substantially disrupting the orderly operation of a school.

Sexual Harassment

Pursuant to Title VII of the Civil Rights Act of 1964 and Title IX of the Educational Amendments of 1972, "sexual harassment" is defined as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

- A. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity.
- B. Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual.
- C. Such conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity.

Sexual harassment may involve the behavior of a person of either gender against a person of the same or opposite gender.

Prohibited acts that constitute sexual harassment may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

- A. Unwelcome sexual propositions, invitations, solicitations, and flirtations.
- B. Unwanted physical and/or sexual contact.
- C. Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances.

- D. Unwelcome verbal expressions of a sexual nature, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls.
- E. Sexually suggestive objects, pictures, videotapes, audio recordings or literature, placed in the work or educational environment, which may embarrass or offend individuals.
- F. Unwelcome and inappropriate touching, patting, or pinching; obscene gestures.
- G. A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.
- H. Remarks speculating about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.
- I. In the context of employees, consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment.
- J. Inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life.
- K. Verbal, nonverbal or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based or gender-based conduct must be sufficiently severe, pervasive, and persistent such that it adversely affects, limits, or denies an individual's employment or education, or such that it creates a hostile or abusive employment or educational environment.

NOTE: Sexual conduct/relationships with students by District employees or any other adult member of the School District community is prohibited, and any teacher, administrator, coach, or other school authority who engages in sexual conduct with a student may also be guilty of the criminal charge of "sexual battery". The issue of consent is irrelevant in regard to such criminal charge and/or with respect to the application of this policy to District employees or other adult members of the School District community.

Race/Color Harassment

Prohibited racial harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race or color and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

Religious (Creed) Harassment

Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

National Origin/Ancestry Harassment

Prohibited national origin/ancestry harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's national origin or ancestry and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's national origin or ancestry, such as negative comments regarding customs, manner of speaking, language, surnames, or ethnic slurs.

Disability Harassment

Prohibited disability harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's disability and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of

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creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's disabling condition, such as negative comments about speech patterns, movement, physical impairments or defects/appearances, or the like. Such harassment may further occur where conduct is directed at or pertains to a person's genetic information.

Reports and Complaints of Harassing Conduct

Members of the School District community, which includes all staff, and third parties are encouraged to promptly report incidents of harassing conduct to an administrator, supervisor or other School District official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Any administrator, supervisor, or other District official who receives such a complaint shall file it with the District's Anti-Harassment Compliance Officer at his/her first convenience.

Members of the School District community or third parties who believe they have been unlawfully harassed by another member of the School District community or a third party are entitled to utilize the Board's complaint process that is set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the complaining individual's employment or participation in educational or extra-curricular programs. While there are no time limits for initiating complaints of harassment under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

If, during an investigation of alleged bullying, aggressive behavior and/or harassment in accordance with Policy 5517.01 -Bullying and Other Forms of Aggressive Behavior, the Principal believes that the reported misconduct may have created a hostile work environment and may have constituted unlawful discriminatory harassment based on a Protected Class, the Principal will report the act of bullying, aggressive behavior and/or harassment to one of the Anti-Harassment Compliance Officers who shall investigate the allegation in accordance with this policy. While the Compliance Officer investigates the allegation, the Principal shall suspend his/her Policy 5517.01 investigation to await the Compliance Officer's written report. The Compliance Officer shall keep the Principal informed of the status of the Policy 1662 investigation and provide him/her with a copy of the resulting written report.

Anti-Harassment Compliance Officers

The Board designates the following individuals to serve as "Anti-Harassment Compliance Officers" for the District. They are hereinafter referred to as the "Compliance Officers".

Director of Human Resources 125 S. Church St. Brighton, MI 48116 810-299-4040

The names, titles, and contact information of these individuals will be published annually in the parent and staff handbooks.

The Compliance Officers will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist students, other members of the District community, and third parties who seek support or advice when informing another individual about "unwelcome" conduct, or to intercede informally on behalf of the individual in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.

Compliance Officers shall accept complaints of unlawful harassment directly from any member of the School District community or a visitor to the District, or receive complaints that are initially filed with a school building administrator. Upon receipt of a complaint either directly or through a school building administrator, a Compliance Officer will begin either an informal or formal process (depending on the request of the member of the School District community alleging harassment or the nature of the alleged harassment), or the Compliance Officer will designate a specific individual to conduct such a process. In the case of a formal complaint, the Compliance Officer will prepare recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All members of the School District community must report incidents of harassment that are reported to them to the Compliance Officer within two (2) business days of learning of the incident.

Any Board employee who directly observes unlawful harassment of a student is obligated, in accordance with this policy, to report such observations to one of the Compliance Officers within two (2) business days. Thereafter, the Compliance Officer or designee must contact the student, if age eighteen (18) or older, or the student's parents if under the age eighteen (18), within two (2) business days to advise s/he/them of the Board's intent to investigate the alleged misconduct, including the obligation of the Compliance Officer or designee to conduct an investigation following all the procedures outlined for a formal complaint.

Investigation and Complaint Procedure (See Form 1662 F1)

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Any employee or other member of the School District community or third party (e.g., visitor to the District) who believes that s/he has been subjected to unlawful harassment may seek resolution of his/her complaint through either the informal or formal procedures as described below. Further, a process for investigating claims of harassment and a process for rendering a decision regarding whether the claim of legally prohibited harassment was substantiated are set forth below.

Due to the sensitivity surrounding complaints of unlawful harassment, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs while the facts are known and potential witnesses are available. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) business days of the complaint being received).

The informal and formal procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of unlawful harassment or retaliation with the United States Department of Education Office for Civil Rights or Equal Employment Opportunity Commission ("EEOC").

Informal Complaint Procedure

The goal of the informal complaint procedure is to stop inappropriate behavior and to investigate and facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student, other member of the School District community, or third party who believes s/he has been unlawfully harassed or retaliated against. This informal procedure is not required as a precursor to the filing of a formal complaint and will only be utilized where the parties (alleged target of harassment and alleged harasser(s)) agree to participate in such process.

Employees, other members of the School District community, or third parties who believe that they have been unlawfully harassed or retaliated against may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

However, all complaints of harassment involving a District employee, any other adult member of the School District community, or a third party against a student will be formally investigated. Similarly, any allegations of sexual violence will be formally investigated.

As an initial course of action, if an individual feels that s/he is being unlawfully harassed and s/he is able and feels safe doing so, the individual should tell or otherwise inform the harasser that the conduct is unwelcome and must stop. Such direct communication should not be utilized in circumstances involving sexual violence. The complaining individual should address the allegedly harassing conduct as soon after it occurs as possible. The Compliance Officers are available to support and counsel individuals when taking this initial step or to intervene on behalf of the individual if requested to do so. An individual who is uncomfortable or unwilling to inform the harasser of his/her complaint is not prohibited from otherwise filing an informal or a formal complaint. In addition, with regard to certain types of unlawful harassment, such as sexual harassment, the Compliance Officer may advise against the use of the informal complaint process.

An individual who believes s/he has been unlawfully harassed may make an informal complaint, either orally or in writing: (1) to a teacher, other employee, or building administrator; (2) directly to one of the Compliance Officers; and/or (3) to the Superintendent or other District-level employee.

All informal complaints must be reported to one of the Compliance Officers who will either facilitate an informal resolution as described below on his/her own, or appoint another individual to facilitate an informal resolution.

The School District's informal complaint procedure is designed to provide employees, other members of the School District community, or third parties who believe they are being unlawfully harassed with a range of options designed to bring about a resolution of their concerns. Depending upon the nature of the complaint and the wishes of the individual claiming unlawful harassment, informal resolution may involve, but not be limited to, one or more of the following:

- A. Advising the individual about how to communicate the unwelcome nature of the behavior to the alleged harasser.
- B. Distributing a copy of the anti-harassment policy as a reminder to the individuals in the school building or office where the individual whose behavior is being questioned works or attends.
- C. If both parties agree, the Compliance Officer may arrange and facilitate a meeting between the individual claiming harassment and the individual accused of harassment to work out a mutual resolution. Such a meeting is not appropriate in circumstances involving sexual violence.

While there are no set time limits within which an informal complaint must be resolved, the Compliance Officer or designee will exercise his/her authority to attempt to resolve all informal complaints within fifteen (15) business days of receiving the informal complaint. Parties who are dissatisfied with the results of the informal complaint process may proceed to file a formal complaint.

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And, as stated above, parties may request that the informal process be terminated at any time to move to the formal complaint process.

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, or if the individual elects to file a formal complaint initially, the formal complaint process shall be implemented.

An individual who believes s/he has been subjected to offensive conduct/harassment/retaliation hereinafter referred to as the "Complainant", may file a formal complaint, either orally or in writing, with a teacher, Principal, the Compliance Officer, Superintendent, or other District employee. Due to the sensitivity surrounding complaints of unlawful harassment and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs while the facts are known and potential witnesses are available. If a Complainant informs a teacher, Principal, Superintendent, or other District employee, either orally or in writing, about any complaint of harassment or retaliation, that employee must report such information to the Compliance Officer or designee within two (2) business days.

Throughout the course of the process, the Compliance Officer should keep the parties informed of the status of the investigation and the decision making process.

All formal complaints must include the following information to the extent it is available: the identity of the individual believed to have engaged in, or be engaging in, offensive conduct/harassment/retaliation; a detailed description of the facts upon which the complaint is based; a list of potential witnesses; and the resolution sought by the Complainant.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the Compliance Officer shall ask for such details in an oral interview. Thereafter, the Compliance Officer will prepare a written summary of the oral interview, and the Complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the Compliance Officer will consider whether any action should be taken in the investigatory phase to protect the Complainant from further harassment or retaliation, including, but not limited to, a change of work assignment or schedule for the Complainant and/or the alleged harasser. In making such a determination, the Compliance Officer should consult the Complainant to assess his/her agreement to the proposed action. If the Complainant is unwilling to consent to the proposed change, the Compliance Officer may still take whatever actions s/he deem appropriate in consultation with the Superintendent.

Within two (2) business days of receiving the complaint, the Compliance Officer or a designee will initiate a formal investigation to determine whether the Complainant has been subjected to offensive conduct/harassment/retaliation. A Principal will not conduct an investigation unless directed to do so by the Compliance Officer.

Simultaneously, the Compliance Officer will inform the individual alleged to have engaged in the harassing or retaliatory conduct, hereinafter referred to as the "Respondent", that a complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of any relevant Administrative Guidelines, including the Board's Anti-Harassment Policy. The Respondent must also be informed of the opportunity to submit a written response to the complaint within five (5) business days.

Although certain cases may require additional time, the Compliance Officer or a designee will attempt to complete an investigation into the allegations of harassment/retaliation within fifteen (15) business days of receiving the formal complaint. The investigation will include:

- A. interviews with the Complainant;
- B. interviews with the Respondent;
- C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;
- D. consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the Compliance Officer or the designee shall prepare and deliver a written report to the Superintendent that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful harassment as provided in Board policy and State and Federal law as to whether the Complainant has been subjected to unlawful harassment. The Compliance Officer's recommendations must be based upon the

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totality of the circumstances, including the ages and maturity levels of those involved. In determining if discriminatory harassment or retaliation occurred, a preponderance of evidence standard will be used.

Absent extenuating circumstances, within five (5) business days of receiving the report of the Compliance Officer or the designee, the Superintendent must either issue a final decision regarding whether the complaint of harassment has been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the Complainant and the Respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) business days. At the conclusion of the additional investigation, the Superintendent must issue a final written decision as described above.

The decision of the Superintendent shall be final.

The Board reserves the right to investigate and resolve a complaint or report of unlawful harassment/retaliation regardless of whether the member of the School District community or third party alleging the unlawful harassment/retaliation pursues the complaint. The Board also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.

Privacy/Confidentiality

The School District will employ all reasonable efforts to protect the rights of the Complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy and related administrative guidelines shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. All Complainants proceeding through the formal investigation process will be advised that their identities may be disclosed to the Respondent.

During the course of a formal investigation, the Compliance Officer or his/her designee will instruct all members of the School District community and third parties who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of a harassment investigation is expected not to disclose any information that s/he learns or that s/he provides during the course of the investigation.

Sanctions and Monitoring

The Board shall vigorously enforce its prohibitions against unlawful harassment by taking appropriate action reasonably calculated to stop the harassment and prevent further such harassment. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter, including the ages and maturity levels of those involved. In those cases where unlawful harassment is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Board becomes aware that a prior remedial action has been taken against a member of the School District community, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its recurrence, and remedy its effects.

Retaliation

Any act of retaliation against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation is prohibited.

Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct

State law requires any school teacher or school employee who knows or suspects that a child under the age of eighteen (18) or that a person with a disability receiving services as a student from the school regardless of age has suffered or faces a threat of suffering a physical or mental wound, disability or condition of a nature that reasonably indicates abuse or neglect of a child to immediately report that knowledge or suspicion to the county children's services agency. If, during the course of a harassment investigation, the Compliance Officer or a designee has reason to believe or suspect that the alleged conduct reasonably indicates abuse or neglect of the Complainant, a report of such knowledge must be made in accordance with State law and Board Policy.

Any reports made to a county children's services agency or to local law enforcement shall not terminate the Compliance Officer or a designee's obligation and responsibility to continue to investigate a complaint of harassment. While the Compliance Officer 3/4/2020 BoardDocs® PL

or a designee may work cooperatively with outside agencies to conduct concurrent investigations, in no event shall the harassment investigation be inhibited by the involvement of outside agencies without good cause after consultation with the Superintendent.

Education and Training

In support of this Anti-Harassment Policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent or designee shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District students and staff where appropriate. All training, as well as all information provided regarding the Board's policy and harassment in general, will be age and content appropriate.

Retention of Investigatory Records and Materials

All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation, which may include but not be limited to:

- A. all written reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
- B. any narratives that memorialize oral reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
- C. any documentation that memorializes the actions taken by District personnel related to the investigation and/or the District's response to the alleged violation of this policy;
- D. written witness statements;
- E. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;
- F. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident);
- G. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;
- H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;
- I. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy;
- J. documentation of any interim measures offered and/or provided to complainants and/or the alleged perpetrators, including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;
- K. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;
- L. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student and/or Employee Handbooks or Codes of Conduct);
- M. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment.

The documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal (e.g., FERPA, ADA) and/or State law – e.g., student records and confidential medical records.

The documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.

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Legal

Titles VI and VII of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.

20 U.S.C. 1400 et seq., The Individuals with Disabilities Education Improvement Act of 2004 (IDEIA)

29 U.S.C. 621 et seq, Age Discrimination in Employment Act of 1967

29 U.S.C. 6101, The Age Discrimination Act of 1975

42 U.S.C. 2000e et seq.

42 U.S.C. 1983

42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act

29 C.F.R. Part 1635

Title IX of the Educational Amendments of 1972, 20 U.S.C. 1681 et seq.

29 U.S.C. 794, Rehabilitation Act of 1973, as amended

42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended

The Handicappers' Civil Rights Act, M.C.L. 37.1101 et seq.

The Elliott-Larsen Civil Rights Act, M.C.L. 37.2101, et seq.

Policies on Bullying, Michigan State Board of Education, 7-19-01

Model Anti-Bullying Policy, Michigan State Board of Education, 09-2006

National School Boards Association Inquiry and Analysis - May 2008

Last Modified by Tammy J Hindel on August 7, 2019

RAFT AIA Document A132 - 2019

Standard Form of Agreement Between Owner and Contractor,

Construction Manager as Adviser Edition

| AGREEMENT made as of the « » (In words, indicate day, month, and y | • | » in the year « 2020 » |
|---|------------------|------------------------|
| BETWEEN the Owner: (Name, legal status, address, and oth | ner information) | |
| Brighton Area Schools 125 South Church Street Brighton, Michigan 48116 Telephone: (810) 299-400 Facsimile: (810) 299-4045 | | |
| and the Contractor: (Name, legal status, address, and oth | ner information) | |
| for the following Project: | | |

(Name, location, and detailed description)

The Owner's 2019 bond projects in accordance with the applicable ballot language, the Application for Preliminary Qualification of Bonds #47-01-4-K12-25-01, the Owner's fixed budget, the approved plans and specifications, and as otherwise approved by the

Erecting, furnishing and equipping an addition to and remodeling, furnishing, and refurnishing and equipping, and re-equipping existing school buildings; erecting, furnishing and equipping athletic, multi-purpose and maintenance support buildings; acquiring and installing instructional technology and instructional technology equipment for school buildings; and equipping, developing and improving athletic fields and facilities, playgrounds, parking areas, driveways and sites.

The Construction Manager:

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

Clark Construction Company 3535 Moores River Drive Lansing, Michigan 48911 Telephone: (517) 372-0940 Facsimile: (517) 372-0668

The Architect:

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

Integrated Designs, Inc. 8571 W. Grand River Avenue, Suite 600

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

This document is intended to be used in conjunction with AIA Documents A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; $B132^{\text{TM}}-2019$, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and $C132^{m}-2019$, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™-2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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Brighton, Michigan 48302 Telephone: (810) 229-2701 Facsimile: (810) 229-6767

The Owner and Contractor agree as follows.



TABLE OF ARTICLES

THE CONTRACT DOCUMENTS 2 THE WORK OF THIS CONTRACT 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION **CONTRACT SUM** 5 **PAYMENTS DISPUTE RESOLUTION** 6 7 TERMINATION OR SUSPENSION 8 **MISCELLANEOUS PROVISIONS** 9 **ENUMERATION OF CONTRACT DOCUMENTS EXHIBIT A INSURANCE AND BONDS EXHIBIT B DETERMINATION OF THE COST OF THE WORK** ARTICLE 1 THE CONTRACT DOCUMENTS The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, bid specifications and Owner-accepted portions of bid responses, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9. ARTICLE 2 THE WORK OF THIS CONTRACT The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. Without reducing or eliminating any specific duties of the Contractor set forth in the Contract Documents or required by law, the Contractor's work shall at all times minimally comply with the industry standard for the type of work described. ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION § 3.1 The date of commencement of the Work shall be: (Check one of the following boxes.) [« »] The date of this Agreement. [« »] A date set forth in a notice to proceed issued by the Owner. [**« X »**] Established as follows: (Insert a date or a means to determine the date of commencement of the Work.) « To be determined and mutually acceptable » If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

(1246050353)

3

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

§ 3.3 Substantial Completion of the Project or Portions Thereof

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

| (Insert the date | e of Substantial Completion of the Work | of all Contractors for th | ne Project.) |
|--|---|--|---|
| « August 22, 2 | <u>022</u> » | | |
| all of the Contr | | ed prior to Substantial Co | Documents, if portions of the Work of ompletion of the entire Work of all of the on of such portions by the following |
| Porti | ion of Work | Substantial Completion | Date |
| § 3.4.1 Subject substantially co (Check one of | Work of this Contract, or any Portion The to adjustments of the Contract Time as omplete the entire Work of this Contract the following boxes and complete the new the following boxes are the following boxes and complete the new the following boxes are the following boxes and complete the new the following boxes are the | provided in the Contract t: ecessary information.) | Documents, the Contractor shall |
| [« » |] Not later than « » (« ») calendar d | lays from the date of com | imencement of the Work. |
| [« » |] By the following date: « » | | |
| this Contract a | to adjustments of the Contract Time as re to be substantially complete prior to Contractor shall substantially complete | when the entire Work of | |
| Porti | ion of Work | Date to be substantially | complete |
| furnish sufficie | r agrees that time is of the essence and tent materials and a sufficient number of ompletion of the project. | | ed by the Construction Manager and to s, so as not to delay the work of any other |
| ARTICLE 4 CC § 4.1 The Own-Contract. The | DNTRACT SUM er shall pay the Contractor the Contract Contract Sum shall be one of the follow | sed as set forth in Section Sum in current funds for | |
| (Check the app | »] Stipulated Sum, in accordance with | Section 4.2 below | |
| | | | |
| [« » | Cost of the Work plus the Contracto | r's Fee, in accordance w | ith Section 4.3 below |
| [« » | Cost of the Work plus the Contracto Section 4.4 below | r's Fee with a Guarantee | ed Maximum Price, in accordance with |
| (Based on the s | selection above, complete Section 4.2, 4 | 1.3 or 4.4 below.) | |
| | I Sum ntract Sum shall be « e Contract Documents. | » (\$ « » |), subject to additions and deductions as |
| | | | |

§ 4.2.2 Alternates

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

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User Notes:

(1246050353)

| Item | Price | Conditions for Acceptanc |
|---|--|--|
| 4.2.3 Allowances, if any, included in <i>Identify each allowance.</i>) | the Contract Sum: | |
| Item | Price | |
| 4.2.4 Unit prices, if any: dentify the item and state the unit pri | ice, and quantity limitations, if any, to which | the unit price will be applicable., |
| ltem | Units and Limitations | Price per Unit (\$0.00) |
| 4.3.3 The method of adjustment of th | te Contractor's Fee for changes in the Work: | |
| **4.3.3 The method of adjustment of th | e Contractor's Fee for changes in the Work: | |
| ** | | |
| | ntractor's overhead and profit for increases in | the cost of its portion of the Wo |
| 4.3.4 Limitations, if any, on a Subcor | | |
| → | | |
| | ned equipment shall not exceed « » percent (| « » %) of the standard rental rat |
| ************************************** | | |
| | ned equipment shall not exceed « » percent (ice and quantity limitations, if any, to which t Units and Limitations | |
| 4.3.5 Rental rates for Contractor-own aid at the place of the Project. 4.3.6 Unit prices, if any: identify the item and state the unit pricem 4.3.7 The Contractor shall prepare and state the unit pricemand. | Units and Limitations d submit to the Construction Manager, within for the Owner's review and approval. The Construction Manager. | he unit price will be applicable.) Price per Unit (\$0.00) 1 14 days of executing this |

Price

Item

| <!--</del--> ⟨──────────────────────────────────── | | |
|---|--|---|
| § 4.4.3 The method of adjustment of the C | Contractor's Fee for changes in the Work: | |
| «→ | | |
| § 4.4.4 Limitations, if any, on a Subcontraction | ector's overhead and profit for increases in | n the cost of its portion of the Work: |
| ₩ | | |
| § 4.4.5 Rental rates for Contractor owned paid at the place of the Project. | equipment shall not exceed « » percent (| « » %) of the standard rental rate |
| § 4.4.6 Unit Prices, if any: (Identify the item and state the unit price of | and quantity limitations, if any, to which | the unit price will be applicable.) |
| ltem | Units and Limitations | Price per Unit (\$0.00) |
| § 4.4.7 Guaranteed Maximum Price § 4.4.7.1 The Contract Sum is guaranteed to deductions by Change Order as provided in Documents as the Guaranteed Maximum to exceeded shall be paid by the Contractor versions. | in the Contract Documents. This maximu Price. Costs which would cause the Guar | m sum is referred to in the Contract |
| § 4.4.7.2 Alternates | | |
| § 4.4.7.2.1 Alternates, if any, included in the | he Guaranteed Maximum Price: | |
| § 4.4.7.2.1 Alternates, if any, included in the ltem | he Guaranteed Maximum Price: Price | |
| \$ 4.4.7.2.2 Subject to the conditions noted-execution of this Agreement. Upon accept | Price below, the following alternates may be a tance, the Owner shall issue a Modification | on to this Agreement. |
| Item § 4.4.7.2.2 Subject to the conditions noted | Price below, the following alternates may be a tance, the Owner shall issue a Modification | on to this Agreement. |
| § 4.4.7.2.2 Subject to the conditions noted execution of this Agreement. Upon accept (Insert below each alternate and the cond | Price below, the following alternates may be a tance, the Owner shall issue a Modification that must be met for the Owner to a Price | on to this Agreement. accept the alternate.) |
| § 4.4.7.2.2 Subject to the conditions noted execution of this Agreement. Upon accept (Insert below each alternate and the conditions) Item | Price below, the following alternates may be a tance, the Owner shall issue a Modification that must be met for the Owner to a Price | on to this Agreement. accept the alternate.) |
| \$ 4.4.7.2.2 Subject to the conditions noted execution of this Agreement. Upon accept (Insert below each alternate and the condition) Item \$ 4.4.7.3 Allowances, if any, included in the (Identify each allowance.) | Price below, the following alternates may be a tance, the Owner shall issue a Modification that must be met for the Owner to a Price Price he Guaranteed Maximum Price: | on to this Agreement. accept the alternate.) |
| \$ 4.4.7.2.2 Subject to the conditions noted execution of this Agreement. Upon accept (Insert below each alternate and the condition) Item \$ 4.4.7.3 Allowances, if any, included in the (Identify each allowance.) | Price below, the following alternates may be a tance, the Owner shall issue a Modification that must be met for the Owner to a Price Price Price Price Price | con to this Agreement. Conditions for Acceptance |
| \$ 4.4.7.2.2 Subject to the conditions noted execution of this Agreement. Upon accept (Insert below each alternate and the cond ltem \$ 4.4.7.3 Allowances, if any, included in the (Identify each allowance.) Item \$ 4.4.7.4 Assumptions, if any, upon which | Price below, the following alternates may be a tance, the Owner shall issue a Modification that must be met for the Owner to a Price Price Price Price Price | con to this Agreement. Conditions for Acceptance |

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User Notes:

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

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

§ 4.5 Liquidated damages, if any:

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

~~

§ 4.6 Other:

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

 $\leftrightarrow \rightarrow$

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 Provided that an Application for Payment is received by the Owner from the Construction Manager not later than the « 15th » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the « 30th » day of the « next » month, unless and to the extent reasonably disputed by the Owner in good faith. If an undisputed Application for Payment is received by the Construction ManagerOwner after the application date fixed above, payment of the amount certified shall be made by the Owner not later than « forty-five » (« 45 ») days after the Construction ManagerOwner receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

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

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

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

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

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;

- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019; and
- **.5** Retainage withheld pursuant to Section 5.1.7.

§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price § 5.1.5.1 With each Application for Payment, the Contractor shall submit the cost control information required in Exhibit B, Determination of the Cost of the Work, along with payrolls, petty cash accounts, receipted invoices, or invoices with check vouchers attached, and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor, plus payrolls for the period covered by the present Application for Payment, less that portion of the payments attributable to the Contractor's Fee.

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

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

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

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

§ 5.1.5.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232 2019;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232 2019;
- .5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.5.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 5.1.7.

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

§ 5.1.5.5 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Construction Manager and Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Article 5 or other supporting data; (2) that the Construction Manager and Architect have made exhaustive or continuous on-site inspections; or (3) that the Construction Manager and Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

- § 5.1.5.6 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.
- **§ 5.1.5.7** If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232-2019.
- § 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price § 5.1.6.1 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.
- § 5.1.6.2 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee.
- § 5.1.6.2.1 The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.
- § 5.1.6.2.2 The allocation of the Guaranteed Maximum Price under this Section 5.1.6.2 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.
- § 5.1.6.2.3 When the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation to the Architect and Construction Manager.
- § 5.1.6.3 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work and for which the Contractor has made payment or intends to make payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.
- § 5.1.6.4 In accordance with AIA Document A232-2019, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- § 5.1.6.4.1 The amount of each progress payment shall first include:
 - .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
 - .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
 - .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
 - .4 The Contractor's Fee, computed upon the Cost of the Work described in the preceding Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 at the rate stated in Section 4.4.2 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.
- § 5.1.6.4.2 The amount of each progress payment shall then be reduced by:
 - .1 The aggregate of any amounts previously paid by the Owner;

- The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232 2019;
- Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019;
- The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 5.1.7.

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

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

§ 5.1.6.7 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

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

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold the following amount, as retainage, from the payment otherwise due: (Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

« 10% »

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« None. See Section 5.1.7.2. »

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to when the entire Work of this Contract is substantially complete, including modifications for completion of portions of the Work as provided in Section 3.4.2, insert provisions for such modifications.)

Any reduction in retainage of this Contract shall be in the sole discretion of the Owner, and the Owner reserves the right to restore the retainage to its full contract amount in the event the Owner believes that retainage restoration is desirable. The Owner may withhold amounts from any progress payment as a setoff or recoupment for damages or losses incurred due to the Contractor's negligent acts or omissions or the Contractor's failure to perform under the requirements of the Contract Documents.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, when the Work of this Contract is substantially complete, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for

Payment pursuant to this Section 5.1.7. The Application for Payment submitted when the Work of this Contract is substantially complete shall not include retainage as follows:

(Insert any other conditions for release of retainage when the Work of this Contract is substantially complete, or upon Substantial Completion of the Work of all Contractors on the Project or portions thereof.)

« »

§ 5.2 Final Payment

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

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect.

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

« »

§ 5.2.1.2 Amounts withheld from the final payment to cover any incomplete work are not considered retainage and shall not be paid to the Contractor until the work is actually completed and accepted. Such withholdings shall not be less than 150% of the estimated cost to complete the work.

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

§ 5.2.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232 2019, and to satisfy other requirements, if any, which extend beyond final payment;
- the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit B, Determination of the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect in accordance with Exhibit B, Determination of the Cost of the Work.

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

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »

« »

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« »

§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

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

[« X »] Litigation in a court of competent jurisdiction.

[**« »**] Other: (Specify)

« »

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

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

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

« »

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

§ 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price § 7.2.1 Termination

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

§ 7.2.1.2 Termination by the Owner for Cause

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

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 4.3.2 or 4.4.2, as applicable, or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A232-2019.

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

§ 7.2.1.2.3 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1.2.1.1. To the extent that the Owner elects to take legal assignment of

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subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Contractor will contain provisions allowing for assignment to the Owner as described above.

§ 7.2.1.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A232-2019, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

« »

§ 7.3 Suspension

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

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

- « Michael Engelter »
- « Brighton Area Schools »
- « 125 South Church Street »
- « Brighton, Michigan 48116 »
- « Telephone: (810) 299-4031 »
- **«** »

§ 8.3 The Contractor's representative:

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

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132TM 2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in Article 11 of AIA Document A132A232TM 20192009, Exhibit A, and elsewhere in the Contract Documents and as identified below.

Type of Insurance or Bond

Limit of Liability or Bond Amount (\$0.00)

Performance Bond Payment Bond

100% of Contract Sum 100% of Contract Sum

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§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 8.7 Relationship of the Parties

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

§ 8.8 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132TM—2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as modified.
- .2 AIA Document A132TM 2019, Exhibit A, Insurance and Bonds Exhibit
- .3 AIA Document A232TM–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as modified.
- .4 AIA Document E203TM_2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

« »

.5 Drawings

Number Title Date

.6 Specifications

Section Title Date Pages

.7 Addenda, if any:

Number Date Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

| | [« »] AIA Document A1 | 32™–2019, Exhibit B, Determin | nation of the Cost of the Work |
|---------------|---|---|---|
| | Edition, dated as in | | Exhibit, Construction Manager as Adviser this Agreement.) |
| | « » | | |
| | [« »] The Sustainability | Plan: | |
| | Title | Date | Pages |
| | [« »] Supplementary and | other Conditions of the Contract | et: |
| | Document | Title | Date Pages |
| his Agreer | Document A232–2019 provi sample forms, the Contractor requirements, and other info proposals, are not part of th | ides that the advertisement or invor's bid or proposal, portions of Appropriation furnished by the Owner e Contract Documents unless enthere only if intended to be part of | m part of the Contract Documents. AIA vitation to bid, Instructions to Bidders, Addenda relating to bidding or proposal in anticipation of receiving bids or numerated in this Agreement. Any such f the Contract Documents.) |
| | ON AREA SCHOOLS Signature) | CONTRAC | |
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(Check all boxes that apply and include appropriate information identifying the exhibit where required.)



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

for the following PROJECT:

(Name, and location or address)

Brighton Area Schools' bond projects in accordance with applicable laws, the approved plans and specifications, the Owner's fixed budget, Preliminary Qualification for bonds Application No. 47-010-4-K12-25-01, and as otherwise approved by the Owner.

THE CONSTRUCTION MANAGER:

(Name, legal status and address)

Clark Construction Company 3535 Moores River Drive Lansing, Michigan 48911 Telephone: (517) 372-0940 Facsimile: (517) 372-0668

THE OWNER:

(Name, legal status and address)
Brighton Area Schools
125 South Church Street
Brighton, Michigan 48116
Telephone: (810) 299-4000
Facsimile: (810) 299-4045

THE ARCHITECT:

(Name, legal status and address)

Integrated Designs, Inc. 8571 W. Grand River Avenue, Suite 600 Brighton, Michigan 48302

Telephone: (810) 229-2701 Facsimile: (810) 229-6767

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.

This document is intended to be used in conjunction with AIA Documents A132™–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

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Contract Time

Construction Manager's Authority to Reject Work

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

- § 1.1.1 The Contract Documents. The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement), and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, as to contractors, the Contract Documents also include the advertisement or invitation to bid, Instructions to Bidders, other information furnished by the Owner in anticipation of receiving bids or proposals, Owner-accepted portions of the Contractor's bid or proposal, and portions of addenda relating to bidding requirements) but do not include sample forms. The Architect's execution of the Owner/Architect Agreement and the Construction Manager's execution of the Owner/Construction Manager Agreement shall constitute their acceptance of all terms herein related to the respective parties.
- § 1.1.2 The Contract. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate 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. The Contractor acknowledges and agrees that the Contract Documents are sufficient to provide for the completion of the Work and that the Contract Documents include work (whether or not shown or described) which reasonably may be inferred to be required or useful for the completion of the Work in accordance with applicable laws, codes, and customary standards of the construction industry.
- § 1.1.4 The Project. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Multiple Prime Contractors and by the Owner's own forces, including persons or entities under separate contracts not administered by the Construction Manager.
- § 1.1.5 The Drawings. The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.
- § 1.1.6 The Specifications. The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- § 1.1.7 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.
- § 1.1.8 Initial Decision Maker. The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

- § 1.1.9 The term "Product(s)" as used in the Contract Documents refers to the materials, systems, and equipment provided by the Contractor for use in the Work of the Project.
- § 1.1.10 The terms "Warranty" and "Guarantee" as used in the Contract Documents shall have the same meaning and shall be defined as "legally enforceable assurance of satisfactory performance or quality of a product or Work."
- § 1.1,11 Where materials, systems, and equipment items are referred to in the singular, such reference shall not serve to limit the quantity required. The Contractor shall furnish quantities as required by the Contract Documents to complete the Work. Unless specifically limited in the Contract Documents, the words "furnish," "install," and "provide," or any combination thereof mean to furnish and incorporate into the Work, including all necessary labor, materials, and equipment and other items required to perform the Work indicated.
- § 1.1,12 The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract, and Specifications.

§ 1.2 Correlation and Intent of the Contract Documents

- § 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.
- § 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. Where responsibility for particular Work is required of the Contractor, the Contractor shall not be released from that responsibility by reason of the specification or drawing which establishes the responsibility. Thus, the Contractor shall be responsible for all Work required of it, even though that responsibility may be shown only in that portion of the documents typically pertaining to another contractor or trade.
- § 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.
- § 1.2.4 If there should be a conflict between two or more of the Contract Documents then the following order of interpretation shall apply:
 - .1 Where requirements specifically set forth in the applicable Agreement are in conflict with other Contract Documents, including but not limited to these General Conditions, the Agreement shall govern.
 - .2 In all other instances, the conflict shall be resolved by complying with the provision that is most favorable to the Owner.
 - When a duplicate of material or equipment occurs in the Drawings, the Specifications or other Contract Documents, each Contractor shall be deemed to have bid on the basis of each furnishing such material or equipment. The Owner, with the assistance of the Architect and Construction Manager, will decide which Subcontractor(s) shall furnish the same.

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

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

§ 1.6 Transmission of Data in Digital Form

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

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to matters requiring the Owner's approval or authorization subject to parameters of authority established by Owner's board of education. Except as otherwise provided in Article 4, the Construction Manager and the Architect do not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2

§ 2.2 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.3 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or 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. This right shall be in addition to and not in limitation of the Owner's rights under any provision of the Contract Documents.

§ 2.4 Owner's Right to Carry Out the Work

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

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

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

This Section 2.4 allows the Owner to withhold payments from a non-performing Contractor irrespective of the termination procedure identified in Section 14.2, and the Owner may pursue either remedy, or both.

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

- § 3.1.2 The plural term "Multiple Prime Contractors" refers to persons or entities who perform construction under contracts with the Owner that are administered by the Construction Manager. The term does not include the Owner's own forces, including persons or entities under separate contracts not administered by the Construction Manager.
- § 3.1.3 The Contractor shall perform the Work in accordance with the Contract Documents.
- § 3.1.4 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

- § 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.
- § 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.
- § 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Construction Manager and Architect any nonconformity discovered by or made known to the Contractor as a request for information submitted to Construction Manager in such form as the Construction Manager and Architect may require.
- § 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.
- § 3.2.5 It will be presumed that the Contractor's bid and the Contract Sum include the cost of correcting any error, inconsistency, or omission, which could have been discovered by the exercise of reasonable diligence. Unless the Contractor establishes that such error, inconsistency, or omission could not have been discovered by the exercise of reasonable diligence, the Contractor will make such corrections without additional compensation so that the Work is fully functional.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instruction concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or

procedures may not be safe, the Contractor shall give timely written notice to the Owner, the Construction Manager, and the Architect and shall not proceed with that portion of the Work without further written instructions from the Architect, through the Construction Manager. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures. The Contractor shall immediately notify the Construction Manager of delays of other contractors that could impact timely coordination and completion of the Work.

- § 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.
- § 3.3.3 The Contractor shall be responsible for inspection of portions of the Project already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

- § 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Such provision of labor and materials shall occur in sufficient time to satisfy the existing Project schedule. The Contractor bears the risk of any failure to timely provide such labor and materials for any reason. 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 authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect, in consultation with the Construction Manager, and in accordance with a Change Order or Construction Change Directive.
- § 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.
- § 3.4.4 The Contractor, Construction Manager, and Architect each respectively agree that neither they nor their subcontractors will discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to hire, tenure, conditions or privilege of employment, or any matter directly or indirectly related to employment, because of race, age, sex, color, religion, national origin, ancestry or physical disability. Breach of this covenant may be regarded as a material breach of this contract.

§ 3.4.5 Asbestos-Free Product Installation

- § 3.4.5.1 It is hereby understood and agreed that no product and/or material containing asbestos including chrysolite, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos and any combination of these materials that have been chemically treated and/or altered shall be installed or introduced into the Work by the contractor or his employees, agents, subcontractors, or other individuals or entities over whom the Contractor has control. If applicable, the Contractor shall be required to provide a signed certification statement ensuring that all products or materials installed or introduced into the work all be asbestos-free.
- § 3.4.5.2 The Contractor shall also be required to furnish certified statements from the manufacturers of supplied materials used during construction verifying their products to be asbestos-free in accordance with the requirements of Section 3.4.5.1.
- § 3.4.5.3 The Contractor shall complete and submit to the Owner a certification evidencing asbestos-free product installation prior to issuance of the final Certificate for Payment, in a form acceptable to the Owner.

§ 3.5 Warranty

In addition to any other warranties, guarantees or obligations set forth in the Contract Documents or applicable as a matter of a law and not in limitation of the terms of the Contract Documents, the Contractor warrants and guarantees that:

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

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

Upon notice of the breach of any of the foregoing warranties or guarantees or any other warranties or guarantees under the Contract Documents, the Contractor, in addition to any other requirements in the Contract Documents, will commence to correct such breach within seventy-two (72) hours after written notice thereof and thereafter will use its best efforts to correct such breach to the satisfaction of the Owner; provided that if such notice is given after final payment hereunder, such seventy-two (72) hour period shall be extended to seven (7) days. The foregoing warranties and obligations of the Contractor shall survive the final payment and/or termination of the Contract.

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

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. The Contractor shall also pay all state and federal taxes levied on its business, income or property and shall make all contributions for social security and other wage or payroll taxes. The Contractor shall be solely responsible for such payments and shall hold the Owner harmless from same.

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

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

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

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

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide written and dated notice to the Owner, Construction Manager, and the Architect before conditions are disturbed and in no event later than 10 days after first observance of the conditions. The Architect and Construction Manager will promptly investigate such conditions and, if the Owner and the Architect, in

consultation with the Construction Manager, determine that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, they will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner and the Architect, in consultation with the Construction Manager, determine that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner, Construction Manager, and Contractor in writing, stating the reasons. If the Contractor disputes the determination or recommendation, the Contractor shall proceed as provided in Article 15. The requirements of Section 2 of 1998 PA 57, as amended, are hereby incorporated into this document. The Contractor shall be alert to any indication or evidence of existing underground or concealed utilities or structures not shown on the Contract Documents and shall immediately notify the Owner of discovery of such evidence. If the Contractor encounters such utilities or structures, it shall cease operations immediately to minimize damage and shall notify the Owner and Architect. The Contractor shall bear the cost of damage resulting from its failure to exercise reasonable care in its construction activity or from continuing operations without notifying the Owner.

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

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

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

§ 3.10 Contractor's Construction Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information and the Construction Manager's approval a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project schedule to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. In no event shall the Contractor's Construction Schedule be extended due to action or inaction of the Contractor, except with prior written approval of the Owner within the Owner's sole discretion.

The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Multiple Prime Contractors or the construction or operations of the Owner's own forces.

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

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

§ 3.10.4 The Contractor shall perform the Work in accordance with the most recent approved project schedule and the most recent work schedule.

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

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

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

§ 3.11 Documents and Samples at the Site

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These documents shall be available to the Architect and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

- § 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
- § 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor for submittal to and review by the Architect to illustrate materials or equipment for some portion of the Work. All Work shall be furnished and installed in accordance with the Drawings, Specifications and as additionally required by the manufacturer's printed instructions. The Contractor shall review the manufacturer's instructions, and where conflict occurs between the Drawings or Specifications and the manufacturer's instructions, the Contractor shall request clarification from the Architect prior to commencing the Work.
- § 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
- § 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and Construction Manager is subject to the limitations of Sections 4.2.9 through 4.2.11. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.
- § 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Construction Manager Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the Project submittal schedule approved by the Construction Manager and Architect, or in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Multiple Prime Contractors or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples and similar submittals with related documents submitted by other Multiple Prime Contractors.
- § 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner, Construction Manager, and Architect, that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- § 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been reviewed and approved by the Architect.
- § 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's review and approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Construction Manager and Architect in a detailed writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 Use of Site

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

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

§ 3.14 Cutting and Patching

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

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner's own forces or of other Multiple Prime Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner's own forces or by other Multiple Prime Contractors except with written consent of the Construction Manager, Owner and such other Multiple Prime Contractors; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the other Multiple Prime Contractors or the Owner the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

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

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Construction Manager, Architect, Construction Manager's and Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or in any way related to performance of the Work, or the duties or obligations of this Agreement or the failure of the Contractor or the Work to conform with the Contract Documents, caused in whole or in part by any acts or omissions of the Contractor, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts of any of them may be liable. The Contractor shall not be obligated to indemnify a party for that party's sole negligence but shall remain liable to the fullest extent of its fault or the fault of a person for whom the Contractor is responsible (e.g., a Subcontractor). The Contractor shall be responsible to the Owner, Construction Manager, Architect, Architect's consultants and agents and employees of any of them from and against all amounts such parties may be required to pay in attorney fees in order to pursue enforcement of this provision against the Contractor or otherwise obtain indemnification from the Contractor provided under the terms of this Article 13.8. Such obligation shall not be construed to negate, abridge or reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person set forth in this section. To the fullest extent permitted by law, the Contractor shall indemnify the Owner and save the Owner harmless against all loss by fines, penalties or corrective measures resulting from negligent or wrongful acts or omissions by the Contractor, its Subcontractors, agents, employees or assigns, with respect to the violation of safety requirements of this Contract, including reasonable attorney fees.

§ 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 and save harmless the Owner, Construction Manager and Architect from and against the payment of the following:

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

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

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

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

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

ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER § 4.1 General

- § 4.1.1 The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect," "Architect/Engineer," "Engineer," or "Design Professional" as used herein means the Architect or the Architect's authorized representative.
- § 4.1.2 The Construction Manager is lawfully licensed to practice construction management or an entity lawfully performing construction management in the jurisdiction where the Project is located. That person or entity is identified as the Construction Manager in the Agreement and is referred to throughout the Contract Documents as if singular in number.
- § 4.1.3 Duties, responsibilities and limitations of authority of the Construction Manager and Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner and the Construction Manager or Architect, respectively. Consent shall not be unreasonably withheld.
- § 4.1.4 If the employment of the Construction Manager or Architect is terminated, the Owner shall employ a successor construction manager or architect whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.

§ 4.2 Administration of the Contract

- § 4.2.1 The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction until the date the Architect issues the final Certificate for Payment and with the Owner's written concurrence during the correction period. The Construction Manager and Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.
- § 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or more frequently, as agreed with the Owner or required by law, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. Subject to the Owner/Architect Agreement, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, will guard the Owner against defects and deficiencies in the work, and report to the Owner and Construction Manager (1) known deviations from the Contract Documents and from the most recent Project schedule prepared by the Construction Manager, and (2) defects and deficiencies observed in the Work.
- § 4.2.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner reasonably informed of the progress of the Work, and will report to the Owner and Architect (1) known deviations

from the Contract Documents and the most recent Project schedule, and (2) defects and deficiencies observed in the Work.

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

§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Architect, except as may be required under 1937 PA 306 and/or 1980 PA 299, will not have control over, or charge of, construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Except as identified in their respective Agreements with the Owner, neither the Construction Manager nor the Architect will have control over or charge of or be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work. The Construction Manager will schedule and coordinate the work of all Contractors on the Project, including the Contractors' use of the site. The Construction Manager will keep the Contractors informed of the Project Construction Schedule to enable the Contractors to plan and perform the Work in a timely manner.

§ 4.2.6 Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with other Multiple Prime Contractors shall be through the Construction Manager and shall be contemporaneously provided to the Architect if those communications are about matters arising out of or related to the Contract Documents. Communications by and with the Owner's own forces shall be through the Owner.

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

§ 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents and will notify each other about the rejection. The Construction Manager shall determine in general whether the Work of the Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require additional inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, upon written authorization of the Owner, whether or not such Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing any of the Work.

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

- § 4.2.10 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.
- § 4.2.11 Review of the Contractor's submittals by the Construction Manager and Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Construction Manager and Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. However, should the Construction Manager or Architect discover during the course of such review any inaccuracies, incompleteness, or other irregularities, they shall immediately notify the Owner of the same to determine an appropriate corrective course of action or notify the Contractor of the same to correct the irregularities.
- § 4.2.12 The Construction Manager will prepare Change Orders and Construction Change Directives.
- § 4.2.13 The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7. and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.
- § 4.2.14 The Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner in good condition and reasonably organized upon completion of the Project.
- § 4.2.15 The Construction Manager will assist the Architect in conducting inspections to determine the dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.
- § 4.2.16 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.
- § 4.2.17 The Architect will interpret matters concerning performance under, and requirements of the Contract Documents on written request of the Construction Manager, Owner or Contractor through the Construction Manager. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- § 4.2.18 Interpretations 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 so rendered in good faith and without negligence.

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Construction Manager for review by the Owner, Construction Manager and Architect the names of persons or entities (including those who are to furnish supplies, materials or equipment, including those fabricated to a special design) proposed for each principal portion of the Work. The Construction Manager will reply within 14 days to the Contractor in writing stating (1) whether the Owner, the Construction Manager or the Architect has reasonable objection to any such proposed person or entity or, (2) that the Construction Manager, Architect or Owner requires additional time for review. The Contractor shall remain, in all instances, jointly and severally liable to the Owner for all acts or omissions of its Subcontractor. All contractual agreements with additional persons or entities serving as a subcontractor shall incorporate the Contract Documents, expressly identify the Owner as a third-party beneficiary, give the Owner all rights against the Subcontractor that it would have against the Contractor, and state that the Owner shall enjoy all third-party beneficiary rights not prohibited by law.

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

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

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

§ 5.3 Subcontractual Relations

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including responsibility for

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

§ 5.4 Contingent Assignment of Subcontracts

- § 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that
 - .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
 - .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the

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 equitably adjusted as negotiated by the parties.
- § 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor Contractor or other entity.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY OTHER CONTRACTORS

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

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, which include persons or entities under separate contracts not administered by the Construction Manager, and to award other contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance. The Construction Manager and Contractor shall be responsible for coordinating the Work with the work of other Contractors, including the Owner's own forces or separate contractors, so as to complete the Work in accordance with the Project time schedule.

§ 6.1.2 When the Owner performs construction or operations with the Owner's own forces including persons or entities under separate contracts not administered by the Construction Manager, the Owner shall provide for coordination of such forces with the Work of the Contractor, who shall cooperate with them.

§ 6.1.3

§ 6.2 Mutual Responsibility

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces or other Multiple Prime Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Construction Manager and Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's own forces or other Multiple Prime Contractors'

completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to a separate contractor or to other Multiple Prime Contractors because of the Contractor's delays, improperly timed activities or defective construction.

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

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

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Construction Manager and signed by the Owner, Construction Manager and Architect, directing a change in the Work prior to agreement on adjustment, if any,

in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

- § 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.
- § 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one or more of the following methods:
 - .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
 - .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
 - .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
 - .4 As provided in Section 7.3.7.
- § 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted, unless the Contractor provided such unit prices as a part of a competitive bid.
- § 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Construction Manager and Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time. Contractor agreements to a Construction Change Directive shall require a follow-up writing or signature as contemplated in Section 7.3.6.
- § 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
- § 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager shall determine, with the Owner's approval, the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to a reasonable amount of the following:
 - .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers compensation insurance;
 - .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
 - .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
 - 4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
 - .5 Additional costs of supervision and field office personnel directly attributable to the change.
- § 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager and Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.
- § 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for undisputed Work completed under the Construction Change Directive in Applications for

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

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

§ 7.4 Minor Changes in the Work

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order issued through the Construction Manager and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 Definitions

- § 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.
- § 8.1.2 The date of commencement of the Work is the date established in the Agreement.
- § 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.
- § 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

- § 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for obtaining all supplies, materials, tools and equipment necessary to perform the Work and for properly performing the Work.
- § 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.
- § 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time. All work shall be completed in sufficient time to allow for clean-up and preparation for Owner move-in prior to the date of Substantial Completion.

§ 8.3 Delays and Extensions of Time

- § 8.3.1 Provided the Contractor submits a written request for an extension not more than fourteen days after the occurrence that gives rise to the delay, if the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner, Owner's own forces, Construction Manager, Architect, any of the other Multiple Prime Contractors or an employee of any of them, or by changes ordered in the Work, or by fire, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending litigation, mediation, or arbitration, as applicable, or by other causes that the Architect, based on the recommendation of the Construction Manager, determines may justify delay, then the Contract Time may be extended by Change Order. 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.

(Paragraph deleted)

§ 8.4 Delay Damage Claims

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

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

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

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

§ 9.4 Certificates for Payment

§ 9.4.1 Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either issue to the Owner a Certificate for Payment, with a copy to the Construction Manager, for such amount as the Architect determines is properly due, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.

§ 9.4.2 Where there are Multiple Prime Contractors performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives the Multiple Prime Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Multiple Prime Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Multiple Prime Contractors' application with information from similar applications for

progress payments from other Multiple Prime Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Multiple Prime Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

- § 9.4.3 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager, for such amount as the Architect determines is properly due, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors. The failure of the Architect or Construction Manager to notify the Contractor or the Owner of a withheld certification does not render such withholding ineffective, and the Owner shall have no obligation to pay a Contractor for uncertified amounts or amounts for which no Certificate for Payment has been issued.
- § 9.4.4 The Construction Manager's certification of an Application for Payment or, in the case of Multiple Prime Contractors, a Project Application and Certificate for Payment shall be based upon the Construction Manager's evaluation of the Work and the information provided as part of the Application for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The certification will also constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.
- § 9.4.5 The Architect's issuance of a Certificate for Payment or in the case of Multiple Prime Contractors, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and information provided as part of the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, that the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.
- § 9.4.6 The representations made pursuant to Sections 9.4.4 and 9.4.5 are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager or Architect, in writing, together with the Certification to which the qualification pertains.
- § 9.4.7 The issuance of a separate Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or Architect has, unless otherwise required by contract or law, (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed the Contractor's construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.4 and 9.4.5 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.3. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction

Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of

- .1 defective Work not remedied, or the Contractor is in breach of the Agreement;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or 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;
- 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; or
- .9 representations of the Contractor are untrue.

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

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

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

§ 9.6 Progress Payments

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

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

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

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

§ 9.6.5 The Owner may, in its sole discretion, after providing Contractor with ten (10) days prior written notice, make direct payments to the Contractor's Subcontractors, material men, laborers or claimants relating to labor or material provided to the Contractor in the event the Subcontractors, material men, laborers or claimants threaten to or actually cease providing labor and/or materials for the Project due to nonpayment such that, in the Owner's determination, progress of the Project and the Project's schedule are jeopardized. All payments made pursuant to this section shall be considered the same as if paid directly to the Contractor and shall constitute partial payment of the Contract Sum. In the event the Contractor disagrees with the amount proposed to be paid to one or more Subcontractors, material men, laborers or claimants, the Contractor shall provide a bond in the amount the Contractor believes the Owner will

overpay, within ten (10) days of receipt of notice, or be barred from making any claim that the amount of the direct payment was incorrect. Payment under this provision shall not jeopardize any other remedy available to the Owner.

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

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

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

§ 9.7 Failure of Payment

If the Construction Manager and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor and without justifiable basis under the Contract Documents, within fourteen days after the Construction Manager's receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Construction Manager and Architect or awarded by binding dispute resolution unless the Owner, in good faith, disputes the amount certified, then the Contractor may, upon twenty-one (21) additional days' written notice to the Owner, Construction Manager and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents. The Owner shall have no obligation to pay the Contractor unless it receives a Certificate for Payment for the amount certified. The Owner may withhold payment from a non-performing Contractor irrespective of the issuance of a Certificate for Payment.

§ 9.8 Substantial Completion

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

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

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

§ 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work or designated portion thereof is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect

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

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

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

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete. The Contractor shall proceed with the work in such a manner as reasonably directed and shall cooperate with the Owner to limit interruptions.

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

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

§ 9.10 Final Completion and Final Payment

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) an affidavit that states the Work is fully completed and performed in accordance with the Contract Documents and is satisfactory to the

Architect and the Owner, (6) in the event of Contractor bankruptcy, at the Owner's option, an order entered by the court having jurisdiction of the Contractor's insolvency proceeding authorizing such payment, (7) a general release executed by the Contractor on a form provided by the Construction Manager (8) all close-out documents and warranties have been provided in a reasonable and acceptable manner, and (9) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and actual attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Construction Manager and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Manager and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect through the Construction Manager prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall not constitute a waiver of any Claims by the Owner.

.1 .2 .3

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

§ 9.10.6 All architectural costs incurred after the specified Final Completion date resulting from the Contractor's failure to complete the Work as agreed shall be paid by the Contractor to the Owner prior to the authorization of final payment. Charges to the Contractor shall be made at such times and in such amounts as the Architect invoices the Owner under the current rate schedule in effect at the time of service, for services provided in connection with the Work. The architectural costs incurred after the final completion date will be deducted from the Contractor's progress payment or final payment as applicable.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors.

The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 10.2 Safety of Persons and Property

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

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

- § 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss. The Contractor shall take all reasonable safety precautions with respect to its Work and the work of others, shall comply with all standard industry safety measures and shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority and all other requirements of the Contract Documents, including those applicable to the safety of persons or property. The Contractor shall be responsible for the safety of all of the Contractor's employees and the safety of all of the Contractor's Subcontractors, suppliers, and their employees. The Contractor shall report in writing to the Construction Manager any injury to any of Contractor's or its Subcontractors' employees at the site within one (1) day after the occurrence of such injury.
- § 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable, necessary or appropriate safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
- § 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The Contractor shall be solely and fully responsible for any and all damage claims and for defense of all actions against the Owner relating to such explosives, hazardous materials and/or unusual methods.
- § 10.2.5 The Contractor shall promptly remedy damage and loss to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4, except damage or loss attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.
- § 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner, Construction Manager and Architect.
- § 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If 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 such 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. The Contractor's failure to do so shall be an irrevocable waiver of any claim against the Owner arising out of such injury or damage. Injury or damage to persons or property suffered by the Owner because of an act or omission of the Contractor or others for whose acts the Contractor is legally responsible shall be subject to the limitations provisions established by Michigan law.

- § 10.2.8.1 The Contractor causing damage to the Work of another Contractor shall be responsible for the repair and replacement of such damaged Work. Back charges may be made against the Contract sum of the damaging Contractor when corrections are not made promptly.
- § 10.2.8.2 The Owner reserves the right to pay the Contractor suffering damage from monies due the Contractor who is responsible for the Work required by same and shall deduct it from the Contract amount due the said responsible Contractor.
- § 10.2.9 If the Contractor or any Subcontractor chooses to use any systems, equipment, facilities, or services which have been incorporated in the Project as a permanent part thereof by any other, the Contractor shall assume full responsibility for damages caused to said systems, equipment, facilities or services, and have damages repaired as

required, so that in no case will the performance of the used systems, equipment, facilities or services be diminished from the specified criteria as a result of such use.

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

§ 10.3 Hazardous Materials

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

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner, in its discretion, shall obtain the services of a licensed laboratory to verify a presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall, as a courtesy, furnish in writing to the Contractor, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. When the material or substance has been rendered harmless, Work in the affected area shall resumed upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately to address shut-down, delay and start-up.

§ 10.3.3

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

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

§ 10.3.6

§ 10.4 Emergencies

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

§ 10.5 Notification of Utility Companies

§ 10.5.1 At least five (5) working days prior to the start of work in areas which may involve existing utility lines, the Contractor shall notify the MISS DIG notification system (or other similarly applicable successor entity as required by law) of the planned work.

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

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

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Liability Insurance

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

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- **.8** Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.
- .9 liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:
 - .1 Premises' Operations (deleting X, C, or U exclusions);
 - .2 Owner's and Contractor's Protective;
 - .3 Products and Completion Operations;
 - .4 Contractual including specific for the Contractor's obligations under Paragraph 3.18;
 - .5 Any auto;
 - .6 Broad Form Property Damage, including Completed Operations; and
- .10 All bonds required by law, including bid bond, performance bond and payment bond.

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

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

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

§ 11.1.5 On all insurance contracts under which the Contractor is obligated to have its insurance company name the Owner as additional insured, the Contractor shall require such insurance company to add to the policy the following clause: "The insurance afforded to the Additional Insured is primary insurance. If the Additional Insureds have other insurance which is applicable to the loss on an excess or contingent basis, the amount of the insurance company's liability under this policy shall not be reduced by the existence of such other insurance."

§ 11.2 Owner's Liability Insurance

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

§ 11.3 Property Insurance

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

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

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

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

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

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

§ 11.3.2 Boiler and Machinery Insurance. The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation

and until final acceptance by the Owner; this insurance shall include interests of the Owner, Construction Manager, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 Loss of Use Insurance. The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused.

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

§ 11.3.5

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

§ 11.3.7 Waivers of Subrogation. References to waivers of subrogation set forth in the Contract Documents shall be deemed null and void.

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

§ 11.3.9

§ 11.3.10 The Owner shall use its best efforts, with consultation of the Construction Manager, to reach a quick and fair settlement for all interested parties, with the insurance companies after a loss.

§ 11.4 Performance Bond and Payment Bond

§ 11.4.1 The Contractor shall furnish bonds covering faithful performance of 100% of the Contract and payment of 100% of the obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents or by law on the date of execution of the Contract. The bonds shall be provided by a surety that is reasonably acceptable to the Owner.

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

§ 11.4.3 The Construction Manager shall obtain copies of the Performance Bond and Payment Bond required by the Agreement from the Contractor prior to Contractor beginning performance pursuant to the Agreement. The Contractor's obligation to provide such bonds shall not be waived in any fashion, including any failure to secure such bonds prior to Contractor beginning performance pursuant to the Agreement.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

§ 12.1.2 If a portion of the Work has been covered which the Construction Manager or Architect has not specifically requested to observe prior to its being covered, the Construction Manager or Architect may request, with the Owner's

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consent, to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. At the time Owner's consent is sought as described herein, the Architect and/or Construction Manager shall notify the Owner that additional costs may apply if the Work is in accordance with the Contract Documents. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or one of the other Contractors in which event the Owner or the separate Contractor, shall be responsible for payment of such costs.

§ 12.2 Correction of Work

§ 12.2.1 Before or After Substantial Completion

The Contractor shall promptly correct Work rejected by the Construction Manager or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense. If any portion of the Work is determined by the Owner, Construction Manager or Architect, either during performance of the Work or during any applicable warranty period, to be defective or not in compliance with the contract requirements, the Construction Manager or Owner shall notify the Contractor in writing that such Work is rejected. Thereupon, the Contractor shall immediately replace and/or correct such Work by making the same comply strictly with all the requirements therefor. The Contractor shall bear all costs of correcting such rejected Work, including work of other Subcontractors and including compensation for the Architect's and Construction Manager's additional services and any delay or related damage to the Owner made necessary thereby. The Construction Manager's additional services required by the Contractor's rejected Work and deduct the payment from the next payment due the Contractor.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner or Construction Manager to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner or Construction Manager shall give such notice promptly after discovery of the condition. During that "correction period," if the Contractor fails to correct nonconforming Work within a reasonable time after receipt of notice from the Owner, Construction Manager, or Architect, the Owner may correct it in accordance with Section 2.4.

- § 12.2.2.2 The one-year period shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.
- § 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.
- § 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
- § 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors or other Multiple Prime Contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.
- § 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.2.6 The Contractor shall respond immediately to correct Work deficiencies and/or punch list items. Failure to correct Work deficiencies and/or punch list items in a timely fashion shall be a substantial breach, and the Owner may terminate the Contract immediately without following the procedure identified in Section 14.2. As used in this Section 12.2.6, "timely" means the Contractor shall begin correction within three days of receiving the punch list or notice of work deficiency, and correction will be completed in a commercially reasonable time in accordance with the direction of the Construction Manager. Whether or not the Contract is terminated, if the Contractor fails to make corrections in a timely fashion, such Work may be corrected by the Owner, in its sole discretion, at the Contractor's expense and the Contract Sum may be adjusted by backcharge accordingly. The Contractor shall promptly notify the Construction Manager, in writing, when the Work deficiencies and/or punch list items are completed. Upon the review of the Work by the Construction Manager after such notification by the Contractor, if Work deficiencies and/or punch list items shall continue to exist, the Contractor shall reimburse any cost incurred by the Owner, including the Construction Manager's and Architect's fees for reinspections of the Work. Failure to pay such costs within ten (10) days of receipt of a demand regarding the same shall permit the Owner to withhold such amounts from the unpaid portion of the Contractor's contract.

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

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

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

§ 13.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity or to an officer of the corporation for which it was intended; or if delivered at or sent by registered or certified mail or by national overnight courier service providing a tracking system and proof of delivery to, the last business address known to the party giving notice. Any written notice delivered with a written acknowledgement of receipt shall be deemed duly served, regardless of method. However, providing notice in other ways not specifically listed in this Section 13.3 may be duly served, if proven, but shall not be "deemed" duly served in the absence of proof of receipt.

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

§ 13.4 Rights and Remedies

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

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

§ 13.5 Tests and Inspections

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Construction Manager, Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Construction Manager and Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Construction Manager and Architect of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. Such costs except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents or applicable law, all costs made necessary by such failure including those of repeated procedures and compensation for the Construction Manager's and Architect's services and expenses shall be at the Contractor's expense.

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

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

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

§ 13.6 Interest

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

§ 13.7 Time Limits on Claims

The Owner shall commence all claims and causes of action in accordance with Section 13.1 and Section 13.7.2, regardless of any other time frames identified in this Agreement. The Contractor shall commence all claims and causes of action in accordance with Section 15.1, other provisions of this Agreement and in accordance with Michigan law.

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

§ 13.8 SURETY NOTICE AND PRIOR APPROVAL

Except where otherwise expressly required by the terms of the Agreement, the Contract Documents or the General Conditions, exercise by the Owner of any contractual or legal right or remedy without prior notice to or approval by the Contractor's surety shall in no way bar or prohibit the Owner's ability to pursue such right or remedy. Further, pursuit of such a right or remedy without prior notice to or approval of surety shall in no way compromise, limit or bar any claim by the Owner against a surety bond of the Contractor. The Owner's claims against a Contractor's surety bond shall be governed by Section 13.1 with respect to any limitations periods.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- 3 Because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents subject to justifiable withholding of payment as described herein or in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and direct 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 or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3. The Contractor may not terminate the Contract unless it has submitted claims for the delays and sought an extension of time for each delay.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 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 for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .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 this Contract, or goes into bankruptcy, liquidation, makes an assignment for the benefit of creditors, enters into a composition with its creditors, or becomes insolvent.

§ 14.2.2 When any of the above reasons exist, the Owner, after consultation with the Construction Manager, and upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, three

days' written 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.

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

- .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;
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract, 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. The Contractor shall not knowingly (as "knowingly" is defined in the Federal False Claims Act, 31 USC 3729, et seq.) present or cause to be presented a false or fraudulent Claim. As a condition precedent to making a Claim by the Contractor, the Claim shall be accompanied by an affidavit sworn to before a notary public or other person authorized to administer oaths in the State of Michigan and executed by an authorized representative of the Contractor, which states that: "The Claim which is submitted herewith complies with subparagraph 15.1.1 of the General Conditions, as amended, which provides that the Contractor shall not knowingly present or cause to be presented a false or fraudulent claim." Claims of the Owner shall be governed by the relevant Michigan statutory limitations period.

§ 15.1.2 Notice of Claims. Claims by the Contractor must be initiated by written notice to the Owner and to the Initial Decision Maker with a copy sent to the Construction Manager and Architect, if the Construction Manager and or Architect is not serving as the Initial Decision Maker. Claims by the Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the Contractor first recognizes the condition giving rise to the Claim, whichever is later. Failure to timely and properly initiate a claim shall be an irrevocable waiver of such claim. Claims by the Owner shall be governed by the applicable statute of limitations period, except as such time frame may be longer in accordance with Section 13.1 and Section 13.7.

§ 15.1.3 Continuing Contract Performance. Pending final resolution of a Claim, including mediation and/or litigation, as applicable, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make undisputed payments in accordance with the Contract Documents. The Construction Manager will prepare Change Orders and the Architect will issue a Certificate for Payment or Project Certificate for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Failure to provide such notice shall serve as an absolute bar against a claim for such an increase in the Contract Sum. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.3. A Project delay shall not be a basis for a Claim for additional cost. Delays claims against the Owner may be remedied only through an extension of time per Section 8.4.2.

§ 15.1.5 Claims for Additional Time

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§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, additional written notice as provided herein shall be given in addition to the general requirements for filing a claim. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work, due to the increase in Contract Time sought. In the case of a continuing delay only one Claim is necessary.

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

§ 15.1.6 Claims for Consequential Damages. The Contractor waives Claims against the Owner for consequential damages arising out of or relating to this Contract. This waiver includes

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 the Owner's termination of the Contractor in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an

award of liquidated damages in favor of the Owner, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall 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 or litigation of any Claim brought by the Contractor against the Owner arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no 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 materialmen to do the same.

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

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will, 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 and Construction Manager, if the Architect or Construction Manager is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be subject to the parties' agreed upon dispute resolution process.

§ 15.2.6 Regardless of any other time frames identified herein, claims and causes of action brought by the Owner shall be governed in accordance with the statute of limitations periods under Michigan law, except for such longer periods of time as may be permitted in Section 13.1 and Section 13.7.

§ 15.2.6.1

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

§ 15.2.8

§ 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, 9.10.5, and 15.1.6 shall be subject to mediation.

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§ 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 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

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

(Paragraphs deleted)

§ 15.4.4 Consolidation or Joinder

(Paragraphs deleted)

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

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

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

The Owner reserves the right in its discretion to require consolidation or joinder of any mediation arising out of or relating to this Agreement with another mediation involving a person or entity not a party to this Agreement in any event the Owner believes such consolidation or joinder is necessary in order to resolve a dispute or avoid duplication of time, expense or effort. In the event the Owner is involved in a dispute which is not subject to mediation involving a person or entity not a party to this Agreement, the mediation provisions applicable to the parties shall be deemed to be void and nonexistent in the event Owner, in its discretion, determines the Contractor should become a party to that dispute by joinder or otherwise. Any mediation hearing shall be held in the general location where the Project is located, unless another location is mutually agreed upon. Modified 11/20/2019 at 12:21 p.m.

Additions and Deletions Report for

 AIA° Document $A232^{\circ}$ – 2009

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

Brighton Area Schools' bond projects in accordance with applicable laws, the approved plans and specifications, the Owner's fixed budget, Preliminary Qualification for bonds Application No. 47-010-4-K12-25-01, and as otherwise approved by the Owner.

Clark Construction Company 3535 Moores River Drive Lansing, Michigan 48911 Telephone: (517) 372-0940 Facsimile: (517) 372-0668

Brighton Area Schools 125 South Church Street Brighton, Michigan 48116 Telephone: (810) 299-4000 Facsimile: (810) 299-4045

Facsimile: (810) 229-6767

Integrated Designs, Inc. 8571 W. Grand River Avenue, Suite 600 Brighton, Michigan 48302 Telephone: (810) 229-2701

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

BAS BP 1 Addendum 1

- § 1.1.2 The Contract. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate Contractor's performance of their-its duties.
- § 1.1.3 The Work. The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project. The Contractor acknowledges and agrees that the Contract Documents are sufficient to provide for the completion of the Work and that the Contract Documents include work (whether or not shown or described) which reasonably may be inferred to be required or useful for the completion of the Work in accordance with applicable laws, codes, and customary standards of the construction industry.
- § 1.1.9 The term "Product(s)" as used in the Contract Documents refers to the materials, systems, and equipment provided by the Contractor for use in the Work of the Project.
- § 1.1.10 The terms "Warranty" and "Guarantee" as used in the Contract Documents shall have the same meaning and shall be defined as "legally enforceable assurance of satisfactory performance or quality of a product or Work."
- § 1.1,11 Where materials, systems, and equipment items are referred to in the singular, such reference shall not serve to limit the quantity required. The Contractor shall furnish quantities as required by the Contract Documents to complete the Work. Unless specifically limited in the Contract Documents, the words "furnish," "install," and "provide," or any combination thereof mean to furnish and incorporate into the Work, including all necessary labor, materials, and equipment and other items required to perform the Work indicated.
- § 1.1,12 The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract, and Specifications.
- § 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. Where responsibility for particular Work is required of the Contractor, the Contractor shall not be released from that responsibility by reason of the specification or drawing which establishes the responsibility. Thus, the Contractor shall be responsible for all Work required of it, even though that responsibility may be shown only in that portion of the documents typically pertaining to another contractor or trade.
- § 1.2.4 If there should be a conflict between two or more of the Contract Documents then the following order of interpretation shall apply:
 - .1 Where requirements specifically set forth in the applicable Agreement are in conflict with other Contract Documents, including but not limited to these General Conditions, the Agreement shall govern.
 - .2 In all other instances, the conflict shall be resolved by complying with the provision that is most favorable to the Owner.

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.3 When a duplicate of material or equipment occurs in the Drawings, the Specifications or other Contract

Documents, each Contractor shall be deemed to have bid on the basis of each furnishing such material
or equipment. The Owner, with the assistance of the Architect and Construction Manager, will decide
which Subcontractor(s) shall furnish the same.

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In the interest of brevity 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.

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- § 1.5.1 The Unless otherwise indicated in the Contract Documents or the Owner/Architect Agreement, the Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and unless otherwise indicated in the Contract Documents or the Owner/Architect Agreement, the Architect and the respective consultants will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect, or Architect's consultants' reserved rights.
- § 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

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

. . .

- § 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all-matters requiring the Owner's approval or authorization—authorization subject to parameters of authority established by Owner's board of education. Except as otherwise provided in Article 4, the Construction Manager and the Architect do not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.
- § 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

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

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

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

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

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

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User Notes:

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

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

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

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This Section 2.4 allows the Owner to withhold payments from a non-performing Contractor irrespective of the termination procedure identified in Section 14.2, and the Owner may pursue either remedy, or both.

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

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§ 3.2.5 It will be presumed that the Contractor's bid and the Contract Sum include the cost of correcting any error, inconsistency, or omission, which could have been discovered by the exercise of reasonable diligence. Unless the Contractor establishes that such error, inconsistency, or omission could not have been discovered by the exercise of reasonable diligence, the Contractor will make such corrections without additional compensation so that the Work is fully functional.

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instruction concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures may not be safe, the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner, the Construction Manager, and the Architect and shall not proceed with that portion of the Work without further written instructions from the Architect, through the Construction Manager. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures. The Contractor shall immediately notify the Construction Manager of delays of other contractors that could impact timely coordination and completion of the Work.

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§ 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.

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§ 3.4.4 The Contractor, Construction Manager, and Architect each respectively agree that neither they nor their subcontractors will discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to hire, tenure, conditions or privilege of employment, or any matter directly or indirectly related to employment, because of race, age, sex, color, religion, national origin, ancestry or physical disability. Breach of this covenant may be regarded as a material breach of this contract.

§ 3.4.5 Asbestos-Free Product Installation

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

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

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

The Contractor warrants to the Owner, Construction Manager, and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform with the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit.

In addition to any other warranties, guarantees or obligations set forth in the Contract Documents or applicable as a matter of a law and not in limitation of the terms of the Contract Documents, the Contractor warrants and guarantees that:

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

If required by the Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

Upon notice of the breach of any of the foregoing warranties or guarantees or any other warranties or guarantees under the Contract Documents, the Contractor, in addition to any other requirements in the Contract Documents, will commence to correct such breach within seventy-two (72) hours after written notice thereof and thereafter will use its best efforts to correct such breach to the satisfaction of the Owner; provided that if such notice is given after final payment hereunder, such seventy-two (72) hour period shall be extended to seven (7) days. The foregoing warranties and obligations of the Contractor shall survive the final payment and/or termination of the Contract.

The Contractor shall, at the time of final completion of the Work and as a condition precedent to final payment to the Contractor, assign to the Owner all manufacturers' warranties related to the materials and labor used in the Work. The Contractor further agrees to perform the Work in such manner as to preserve any and all such manufacturers' warranties and deliver to the Owner the warranties, project manuals, operating procedures, and other materials related to each of the building systems and materials included in the Contractor's Work and as required by the Specifications. **PAGE 17**

The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. The Contractor shall also pay all state and federal taxes levied on its business, income or property and shall make all contributions for social security and other wage or payroll taxes. The Contractor shall be solely responsible for such payments and shall hold the Owner harmless from same.

...

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

- § 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide written and dated notice to the Owner, Construction Manager, and the Architect before conditions are disturbed and in no event later than 21-10 days after first observance of the conditions. The Architect and Construction Manager will promptly investigate such conditions and, if the Owner and the Architect, in consultation with the Construction Manager, determines determine that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, they will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner and the Architect, in consultation with the Construction Manager, determines determine that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner, Construction Manager, and Contractor in writing, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may the Contractor shall proceed as provided in Article 15. The requirements of Section 2 of 1998 PA 57, as amended, are hereby incorporated into this document. The Contractor shall be alert to any indication or evidence of existing underground or concealed utilities or structures not shown on the Contract Documents and shall immediately notify the Owner of discovery of such evidence. If the Contractor encounters such utilities or structures, it shall cease operations immediately to minimize damage and shall notify the Owner and Architect. The Contractor shall bear the cost of damage resulting from its failure to exercise reasonable care in its construction activity or from continuing operations without notifying the Owner.
- § 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify provide written and dated notification to the Owner, Construction Manager, and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made shall be made, as needed, as provided in Article 15.

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 - Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

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- § 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The superintendent shall be satisfactory to the Owner in all respects, and the Owner shall have the right to require the Contractor to remove any superintendent from the Project whose performance is not satisfactory to the Owner and to replace such superintendent with another who is satisfactory to the Owner.
- § 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner and Architect through the Construction Manager, the name and qualifications of a proposed superintendent. The Owner and/or Construction Manager may reply within 14 days to the Contractor in writing stating (1) whether the Owner, the Construction Manager, or the Architect has reasonable objection to the proposed superintendent or (2) that any of them require additional time to review. Failure of the Construction Manager to reply within the 14 day period shall constitute notice of no reasonable objection.
- § 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed. except with another superintendent who is satisfactory to the Owner.

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information and the Construction Manager's approval a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project schedule to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. In no event shall the Contractor's Construction Schedule be extended due to action or inaction of the Contractor, except with prior written approval of the Owner within the Owner's sole discretion.

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

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

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

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

§ 3.10.7 The Contractor shall prosecute the Work undertaken in a prompt and diligent manner whenever the Work (or a part thereof) becomes available, or at such other time as the Owner and/or Construction Manager may direct so as to promote the general progress of the entire construction. The Contractor shall not, by delay or otherwise, interfere with or hinder the Work of the Construction Manager or any other Contractor. Any materials that are to be furnished by the Contractor shall be furnished in sufficient time to enable the Contractor to perform and complete its Work within the time or times provided in the schedule. If the Contractor shall, through its action or inactions, including the actions or inactions of its' subcontractors or suppliers, fall behind in furnishing necessary labor and/or materials to meet the construction needs in accordance with the established schedule, then it shall increase its forces or work such overtime as may be required, at its own expense, to bring its part of the work up to the proper schedule. In the event that the Contractor does not take such action necessary to bring its part of the work up to schedule, as determined by the Construction Manager, then the Owner may supplement the Contractor's forces or take other action permitted under Section 2.4. The Contractor shall be responsible for any and all costs of performing or completing the Work, and the Owner may deduct such costs from any payment then or thereafter due Contractor to cover the cost of performing, completing, or correcting such Work. If the amount withheld from payments then or thereafter due Contractor are insufficient to cover such costs, the Owner may bill those costs to the Contractor, and the Contractor shall pay any such sums within ten (10) days of an invoice. Exercise of such rights shall in no way limit or jeopardize the Owner's right to any other remedy, including but not limited to a claim against the Performance Bond of the Contractor. PAGE 20

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor <u>for submittal to and review by the Architect</u> to illustrate materials or equipment for some portion of <u>the Work</u>. All Work shall be furnished and installed in accordance with the Drawings, <u>Specifications and as additionally required by the manufacturer's printed instructions</u>. 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

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§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's <u>review and approval</u> of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Construction Manager and Architect in <u>a detailed</u> 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.

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

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

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

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§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Construction Manager, Architect, Construction Manager's and Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) but only to the extent caused by the negligent in any way related to performance of the Work, or the duties or obligations of this Agreement or the failure of the Contractor or the Work to conform with the Contract Documents, caused in whole or in part by any acts or omissions of the Contractor, a Subcontractor, or anyone directly

or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder, of any of them may be liable. The Contractor shall not be obligated to indemnify a party for that party's sole negligence but shall remain liable to the fullest extent of its fault or the fault of a person for whom the Contractor is responsible (e.g., a Subcontractor). The Contractor shall be responsible to the Owner, Construction Manager, Architect, Architect's consultants and agents and employees of any of them from and against all amounts such parties may be required to pay in attorney fees in order to pursue enforcement of this provision against the Contractor or otherwise obtain indemnification from the Contractor provided under the terms of this Article 13.8. Such obligation shall not be construed to negate, abridge or reduce any other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18 which would otherwise exist as to any party or person set forth in this section. To the fullest extent permitted by law, the Contractor shall indemnify the Owner and save the Owner harmless against all loss by fines, penalties or corrective measures resulting from negligent or wrongful acts or omissions by the Contractor, its Subcontractors, agents, employees or assigns, with respect to the violation of safety requirements of this Contract, including reasonable attorney fees.

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

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

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

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

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

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

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User Notes:

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

§ 4.1.2 The Owner shall retain a construction manager Construction Manager is lawfully licensed to practice construction management or an entity lawfully practicing-performing construction management in the jurisdiction

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where the Project is located. That person or entity is identified as the Construction Manager in the Agreement and is referred to throughout the Contract Documents as if singular in number.

- § 4.1.3 Duties, responsibilities and limitations of authority of the Construction Manager and Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Architect and Contractor. Owner and the Construction Manager or Architect, respectively. Consent shall not be unreasonably withheld.
- § 4.1.4 If the employment of the Construction Manager or Architect is terminated, the Owner shall employ a successor construction manager or architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.

...

- § 4.2.1 The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction until the date the Architect issues the final Certificate for Payment. Payment and with the Owner's written concurrence during the correction period. The Construction Manager and Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.
- § 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or more frequently, as otherwise agreed with the Owner, Owner or required by law, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, Subject to the Owner/Architect Agreement, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, will guard the Owner against defects and deficiencies in the work, and report to the Owner and Construction Manager (1) known deviations from the Contract Documents and from the most recent Project schedule prepared by the Construction Manager, and (2) defects and deficiencies observed in the Work.

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- § 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Multiple Prime Contractors in accordance with the latest approved Project schedule. schedule and shall supervise construction as required by 1937 PA 306.
- § 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Architect_Architect, except as may be required under 1937 PA 306 and/or 1980 PA 299, will not have control over, or charge of, construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither Except as identified in their respective Agreements with the Owner, neither the Construction Manager nor the Architect will have control over or charge of or be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work. The Construction Manager will schedule and coordinate the work of all Contractors on the Project, including the Contractors' use of the site. The Construction Manager will keep the Contractors informed of the Project Construction Schedule to enable the Contractors to plan and perform the Work in a timely manner.

...

§ 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents and will notify each other about the rejection. The Construction Manager shall determine in general whether the Work of the Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require additional inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, upon written authorization

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

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

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

- § 4.2.17 The Architect will interpret and decide-matters concerning performance under, and requirements of the Contract Documents on written request of the Construction Manager, Owner or Contractor through the Construction Manager. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- § 4.2.18 Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, interpretations, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith.faith and without negligence.
- § 4.2.19 The Architect's decisions-interpretations on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents. Documents and acceptable to the Owner.
- § 4.2.20 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing to the Construction Manager to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness, promptness given the particular circumstances. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number

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and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include other Multiple Prime Contractors or subcontractors of other Multiple Prime Contractors. The term "Subcontractor" shall also include material and equipment suppliers.

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Construction Manager for review by the Owner, Construction Manager and Architect the names of persons or entities (including those who are to furnish supplies, materials or equipment, equipment, including those fabricated to a special design) proposed for each principal portion of the Work. The Construction Manager may will reply within 14 days to the Contractor in writing stating (1) whether the Owner, the Construction Manager or the Architect has reasonable objection to any such proposed person or entity or, (2) that the Construction Manager, Architect or Owner requires additional time for review. Failure of the Construction Manager, Owner, or Architect to reply within the 14-day period shall constitute notice of no reasonable objection. The Contractor shall remain, in all instances, jointly and severally liable to the Owner for all acts or omissions of its Subcontractor. All contractual agreements with additional persons or entities serving as a subcontractor shall incorporate the Contract Documents, expressly identify the Owner as a third-party beneficiary, give the Owner all rights against the Subcontractor that it would have against the Contractor, and state that the Owner shall enjoy all third-party beneficiary rights not prohibited by law.

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

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

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

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor Contractor or other entity. If the Owner assigns the subcontract to a successor Contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor Contractor's obligations under the subcontract.

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, which include persons or entities under separate contracts not administered by the Construction Manager, and to award other contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15-insurance. . The Construction Manager and Contractor shall be responsible for coordinating the Work with the work of other Contractors, including the Owner's own forces or separate contractors, so as to complete the Work in accordance with the Project time schedule.

§ 6.1.3 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations

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and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11 and 12.

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

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

...

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

...

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

...

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

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§ 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:

• • •

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

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Construction Manager and Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the

Contract Sum or Contract Time. <u>Contractor agreements to a Construction Change Directive shall require a follow-up writing or signature as contemplated in Section 7.3.6.</u>

...

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager shall determine determine, with the Owner's approval, the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to a reasonable amount of the following:

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

§ 7.3.10 When the Owner and Contractor agree in writing with a determination made by the Construction Manager and Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, adjustments in writing, such agreement shall be effective immediately and the Construction Manager shall prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive. PAGE 30

§ 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 <u>obtaining all supplies</u>, <u>materials</u>, <u>tools and equipment necessary to perform the Work and for properly performing the Work.</u>

...

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

...

§ 8.3.1 If-Provided the Contractor submits a written request for an extension not more than fourteen days after the occurrence that gives rise to the delay, if the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner, Owner's own forces, Construction Manager, Architect, any of the other Multiple Prime Contractors or an employee of any of them, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration, litigation, mediation, or arbitration, as applicable, or by other causes that the Architect, based on the recommendation of the Construction Manager, determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine may be extended by Change Order. 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

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

§ 8.4 Delay Damage Claims

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

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

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

• • •

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

...

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

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

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§ 9.3.1.3 The Contractor shall submit with each monthly Application for Payment (1) an Affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the previous application was submitted and the Owner might in any way be responsible have been paid or otherwise satisfied, and (2) a release or

waiver of liens arising out of the Contract from each Contractor and/or Subcontractor, materialman, supplier and laborer or the Contractor addressing all previous Applications for Payment submitted for the Project.

- § 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site. Payment to Contractor for materials stored off site is discouraged. When circumstances indicate that the Owner's best interest is served by off-site storage, the Contractor shall make written request to the Owner and Construction Manager for approval to include such material costs in its next progress payment. The Contractor's request shall include the following information:
 - .1 A list of the fabricated materials consigned to the Project (which shall be clearly identified, giving the place of storage, together with copies of invoices and reasons why materials cannot be delivered to the site.
 - 2 Certification that items have been tagged for delivery to the Project and that they will not be used for another purpose.
 - .3 A letter from the Contractor's Surety indicating agreement to the arrangements and that payment to the Contractor shall not relieve either party of their responsibility to complete the Work.
 - <u>4</u> Evidence of adequate insurance covering the material in storage, which shall name the Owner as additionally insured.
 - .5 Costs incurred by the Owner, Construction Manager and Architect to inspect material in off-site storage shall be paid by the Contractor.
 - .6 Subsequent pay requests shall itemize the materials and their cost which were approved on previous pay requests and remain in off-site storage.
 - .7 When a partial payment is allowed on account of material delivered on the site of the Work or in the vicinity thereof or under possession and control of the Contractor, but not yet incorporated therein, such material shall become the property of the Owner, but if such material is stolen, destroyed or damaged by casualty before being used, the Contractor will be required to replace it at its own expense.

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§ 9.4.3 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager, for such amount as the Architect determines is properly due, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors. The failure of the Architect or Construction Manager to notify the Contractor or the Owner of a withheld certification does not render such withholding ineffective, and the Owner shall have no obligation to pay a Contractor for uncertified amounts or amounts for which no Certificate for Payment has been issued.

§ 9.4.6 The representations made pursuant to Sections 9.4.4 and 9.4.5 are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and

conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager or Architect. Architect, in writing, together with the Certification to which the qualification pertains.

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

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.1 defective Work not remedied; remedied, or the Contractor is in breach of the Agreement;

...

- reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated-failure to carry out the Work in accordance with the Contract Documents: Documents;
- .8 the Work not having progressed to the extent set forth in the Application for payment; or
- 9 representations of the Contractor are untrue.

...

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

...

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

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

If the Construction Manager and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor, Contractor and without justifiable basis under the Contract Documents, within fourteen days after the Construction Manager's receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Construction Manager and Architect or awarded by binding dispute resolution, then the Contractor may, upon seven-resolution unless the Owner, in good faith, disputes the amount certified, then the Contractor may, upon twenty-one (21) additional days' written notice to the Owner, Construction Manager and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents. The Owner shall have no obligation to pay the Contractor unless it receives a Certificate for Payment for the amount certified. The Owner may withhold payment from a non-performing Contractor irrespective of the issuance of a Certificate for Payment.

...

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

. . .

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

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

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor and Construction Manager shall jointly prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect after consultation with the Construction Manager complete. The Contractor shall proceed with the work in such a manner as reasonably directed and shall cooperate with the Owner to limit interruptions.

•••

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), payment, (5) an affidavit that states the Work is fully completed and performed in accordance with the Contract Documents and is satisfactory to the Architect and the Owner, (6) in the event of Contractor bankruptcy, at the Owner's option, an order entered by the court having jurisdiction of the Contractor's insolvency proceeding authorizing such payment, (7) a general release executed by the Contractor on a form provided by the Construction Manager (8) all close-out documents and warranties have been provided in a reasonable and acceptable manner, and (9) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the

Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable actual attorneys' fees.

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§ 9.10.4 The making of final payment shall <u>not</u> constitute a waiver of <u>any</u> Claims by the Owner except those arising fromOwner.

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.
- § 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of <u>all</u> claims by that payee except those previously made in writing and identified by that payee as <u>being</u> unsettled <u>and being an exception to the waiver of this section</u> at the time of final Application for Payment.
- § 9.10.6 All architectural costs incurred after the specified Final Completion date resulting from the Contractor's failure to complete the Work as agreed shall be paid by the Contractor to the Owner prior to the authorization of final payment. Charges to the Contractor shall be made at such times and in such amounts as the Architect invoices the Owner under the current rate schedule in effect at the time of service, for services provided in connection with the Work. The architectural costs incurred after the final completion date will be deducted from the Contractor's progress payment or final payment as applicable.

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

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

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

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

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If <u>either party-Contractor</u> suffers injury or damage to person or property because of an act or omission of the <u>other party, Owner</u>, or of others for whose acts <u>such party-the Owner</u> is legally responsible, written notice of such injury or

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

- § 10.2.8.1 The Contractor causing damage to the Work of another Contractor shall be responsible for the repair and replacement of such damaged Work. Back charges may be made against the Contract sum of the damaging Contractor when corrections are not made promptly.
- § 10.2.8.2 The Owner reserves the right to pay the Contractor suffering damage from monies due the Contractor who is responsible for the Work required by same and shall deduct it from the Contract amount due the said responsible Contractor.
- § 10.2.9 If the Contractor or any Subcontractor chooses to use any systems, equipment, facilities, or services which have been incorporated in the Project as a permanent part thereof by any other, the Contractor shall assume full responsibility for damages caused to said systems, equipment, facilities or services, and have damages repaired as required, so that in no case will the performance of the used systems, equipment, facilities or services be diminished from the specified criteria as a result of such use.
- § 10.2.10 The Contractor acknowledges that the safety of the Owner's students, employees and guests is of the utmost importance. The Contractor will take no action which would jeopardize the safety of the Owner's students, employees and guests and, without the Owner's written approval, shall take no action which would interfere with the Owner's activities. Without limiting the foregoing provisions, the Contractor shall comply with all laws applicable to students and/or school safety.

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- § 10.3.2 Upon receipt of the Contractor's written notice, the Owner Owner, in its discretion, shall obtain the services of a licensed laboratory to verify a presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall shall, as a courtesy, furnish in writing to the Contractor, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resumed upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of to address shut-down, delay and start-up.
- § 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Construction Manager, Architect, their consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.
- § 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances. site. To the extent the Contract requires the

removal, transport and disposal of hazardous materials, the Contractor agrees that it assumes responsibility for said tasks as a part of the Agreement.

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

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In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's <u>reasonable</u> 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. <u>Nothing in this</u> section will be construed as relieving Contractor from the cost and responsibilities for emergencies covered hereby.

§ 10.5 Notification of Utility Companies

§ 10.5.1 At least five (5) working days prior to the start of work in areas which may involve existing utility lines, the Contractor shall notify the MISS DIG notification system (or other similarly applicable successor entity as required by law) of the planned work.

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

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

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

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- .9 liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:
 - .1 Premises' Operations (deleting X, C, or U exclusions);
 - .2 Owner's and Contractor's Protective;
 - .3 Products and Completion Operations;
 - .4 Contractual including specific for the Contractor's obligations under Paragraph 3.18;
 - .5 Any auto;
 - .6 Broad Form Property Damage, including Completed Operations; and
- .10 All bonds required by law, including bid bond, performance bond and payment bond.
- § 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law,, as required by law, or as reasonably required by the Owner in light of the nature of services performed and insurance obligations of its other contractors and consultants, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.
- § 11.1.3 Certificates of insurance acceptable to the Owner shall be submitted by Contractor to the Construction Manager for transmittal to the Owner with a copy to the Architect prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled canceled, reduced, or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or

replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness.promptness, but no less than 30 days prior to any reduction in coverage.

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§ 11.1.5 On all insurance contracts under which the Contractor is obligated to have its insurance company name the Owner as additional insured, the Contractor shall require such insurance company to add to the policy the following clause: "The insurance afforded to the Additional Insured is primary insurance. If the Additional Insureds have other insurance which is applicable to the loss on an excess or contingent basis, the amount of the insurance company's liability under this policy shall not be reduced by the existence of such other insurance."

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

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

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

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§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, adjoining or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

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

§ 11.3.7 Waivers of Subrogation. The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees each of the other, and (2) the Construction Manager, Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except

such rights as the Owner and Contractor may have to the proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, Owner's separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. References to waivers of subrogation set forth in the Contract Documents shall be deemed null and void.

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

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

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§ 11.4.1 The Owner shall have the right to require the Contractor to Contractor shall furnish bonds covering faithful performance of 100% of the Contract and payment of 100% of the obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents or by law on the date of execution of the Contract. The bonds shall be provided by a surety that is reasonably acceptable to the Owner.

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§ 11.4.3 The Construction Manager shall obtain copies of the Performance Bond and Payment Bond required by the Agreement from the Contractor prior to Contractor beginning performance pursuant to the Agreement. The Contractor's obligation to provide such bonds shall not be waived in any fashion, including any failure to secure such bonds prior to Contractor beginning performance pursuant to the Agreement.

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User Notes:

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

§ 12.1.2 If a portion of the Work has been covered which the Construction Manager or Architect has not specifically requested to observe prior to its being covered, the Construction Manager or Architect may request request, with the Owner's consent, to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's

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expense. At the time Owner's consent is sought as described herein, the Architect and/or Construction Manager shall notify the Owner that additional costs may apply if the Work is in accordance with the Contract Documents. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or one of the other Contractors in which event the Owner or the separate Contractor, shall be responsible for payment of such costs.

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The Contractor shall promptly correct Work rejected by the Construction Manager or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense. If any portion of the Work is determined by the Owner, Construction Manager or Architect, either during performance of the Work or during any applicable warranty period, to be defective or not in compliance with the contract requirements, the Construction Manager or Owner shall notify the Contractor in writing that such Work is rejected. Thereupon, the Contractor shall immediately replace and/or correct such Work by making the same comply strictly with all the requirements therefor. The Contractor shall bear all costs of correcting such rejected Work, including work of other Subcontractors and including compensation for the Architect's and Construction Manager's additional services and any delay or related damage to the Owner made necessary thereby. The Construction Manager's additional services required by the Contractor's rejected Work and deduct the payment from the next payment due the Contractor.

. . .

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner or Construction Manager to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner or Construction Manager shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor that "correction period," if the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner-Owner, Construction Manager, or Architect, the Owner may correct it in accordance with Section 2.4.

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§ 12.2.6 The Contractor shall respond immediately to correct Work deficiencies and/or punch list items. Failure to correct Work deficiencies and/or punch list items in a timely fashion shall be a substantial breach, and the Owner may terminate the Contract immediately without following the procedure identified in Section 14.2. As used in this Section 12.2.6, "timely" means the Contractor shall begin correction within three days of receiving the punch list or notice of work deficiency, and correction will be completed in a commercially reasonable time in accordance with the direction of the Construction Manager. Whether or not the Contract is terminated, if the Contractor fails to make corrections in a timely fashion, such Work may be corrected by the Owner, in its sole discretion, at the Contractor's expense and the Contract Sum may be adjusted by backcharge accordingly. The Contractor shall promptly notify the Construction Manager, in writing, when the Work deficiencies and/or punch list items are completed. Upon the review of the Work by the Construction Manager after such notification by the Contractor, if Work deficiencies and/or punch list items shall continue to exist, the Contractor shall reimburse any cost incurred by the Owner, including the Construction Manager's and Architect's fees for reinspections of the Work. Failure to pay such costs within ten (10) days of receipt of a demand regarding the same shall permit the Owner to withhold such amounts from the unpaid portion of the Contractor's contract.

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made. The acceptance of nonconforming Work by the Owner shall be by written Change Order, specifically referencing that it

addresses nonconforming work, acceptable to the Owner's authorized representative, and signed by all parties. Acceptance of nonconforming Work may only occur pursuant to such written Change Order.

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

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Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity or to an officer of the corporation for which it was intended; or if delivered at or sent by registered or certified mail or by <u>national overnight</u> courier service providing <u>a tracking system and proof</u> of delivery to, the last business address known to the party giving notice. <u>Any written notice delivered with a written acknowledgement of receipt shall be deemed duly served, regardless of method. However, providing notice in other ways not specifically listed in this Section 13.3 may be duly served, if proven, but shall not be "deemed" duly served in the absence of proof of receipt.</u>

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

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§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, Documents or applicable law, all costs made necessary by such failure including those of repeated procedures and compensation for the Construction Manager's and Architect's services and expenses shall be at the Contractor's expense.

. . .

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

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User Notes:

The Owner and the shall commence all claims and causes of action in accordance with Section 13.1 and Section 13.7.2, regardless of any other time frames identified in this Agreement. The Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and the Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

action in accordance with Section 15.1, other provisions of this Agreement and in accordance with Michigan law.

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

§ 13.8 SURETY NOTICE AND PRIOR APPROVAL

Except where otherwise expressly required by the terms of the Agreement, the Contract Documents or the General Conditions, exercise by the Owner of any contractual or legal right or remedy without prior notice to or approval by

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the Contractor's surety shall in no way bar or prohibit the Owner's ability to pursue such right or remedy. Further, pursuit of such a right or remedy without prior notice to or approval of surety shall in no way compromise, limit or bar any claim by the Owner against a surety bond of the Contractor. The Owner's claims against a Contractor's surety bond shall be governed by Section 13.1 with respect to any limitations periods.

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.3 Because the Construction Manager has not certified or the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents subject to justifiable withholding of payment as described herein or in the Contract Documents; or

...

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, direct costs incurred by reason of such termination, and damages-termination.

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

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.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials; materials to the point of negatively impacting the Project and/or the related schedule;

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- 3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- <u>authority</u>; <u>4</u> otherwise is guilty of substantial breach of a provision of the Contract <u>Documents</u>. <u>Documents</u>; or
- .5 the Contractor fails to prosecute the Work or any part thereof with promptness and diligence or fails to perform any provisions of this Contract, or goes into bankruptcy, liquidation, makes an assignment for the benefit of creditors, enters into a composition with its creditors, or becomes insolvent.

§ 14.2.2 When any of the above reasons exist, the Owner, after consultation with the Construction Manager, and upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety: three days' written 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:

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

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

. . .

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

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§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed termination.

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

§ 15.1.2 Notice of Claims. Claims by either the Owner or Contractor must be initiated by written notice to the other party Owner and to the Initial Decision Maker with a copy sent to the Construction Manager and Architect, if the Construction Manager and or Architect is not serving as the Initial Decision Maker. Claims by either party the Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the elaimant Contractor first recognizes the condition giving rise to the Claim, whichever is later. Failure to timely and properly initiate a claim shall be an irrevocable waiver of such claim. Claims by the Owner shall be governed by the applicable statute of limitations period, except as such time frame may be longer in accordance with Section 13.1 and Section 13.7.

§ 15.1.3 Continuing Contract Performance. Pending final resolution of a Claim, including mediation and/or litigation, as applicable, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make <u>undisputed</u> payments in accordance with the Contract Documents. The Construction Manager will prepare Change Orders and the Architect will issue a Certificate for Payment or Project Certificate for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Failure to provide such notice shall serve as an absolute bar against a claim for such an increase in the Contract Sum. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.3. A Project delay shall not be a basis for a Claim for additional cost. Delays claims against the Owner may be remedied only through an extension of time per Section 8.4.2.

...

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, <u>additional</u> written notice as provided herein shall be <u>given</u>. given in addition to the general requirements for filing a claim. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work, due to the increase in Contract Time sought. In the case of a continuing delay only one Claim is necessary.

...

- § 15.1.6 Claims for Consequential Damages. The Contractor and Owner waive Claims against each other waives Claims against the Owner for consequential damages arising out of or relating to this Contract. This mutual waiver includes
 - .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

...

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination the Owner's termination of the Contractor in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, damages in favor of the Owner, when applicable, in accordance with the requirements of the Contract Documents.

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- § 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. interpretation. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Maker. Except for those Claims excluded by this Section 15.2.1, an initial decision interpretation shall be required as a condition precedent to mediation or litigation of any Claim brought by the Contractor against the Owner arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision interpretation having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.
- § 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim. interpret the Claim. Within ten (10) days of a written request, the Contractor shall make available to the Owner or its representative all of its books, records, or other documents in its possession or to which it has access relating to a Claim and shall require its subcontractors, regardless of tier, and materialmen to do the same.

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- § 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will-will, based on its interpretation, either reject or approve the Claim in whole or in part.
- § 15.2.5 The Initial Decision Maker will render an initial decision-interpretation approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision-interpretation shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect and Construction Manager, if the Architect or Construction Manager is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the

parties fail to resolve their dispute through mediation, to binding dispute resolution.subject to the parties' agreed upon dispute resolution process.

- § 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.Regardless of any other time frames identified herein, claims and causes of action brought by the Owner shall be governed in accordance with the statute of limitations periods under Michigan law, except for such longer periods of time as may be permitted in Section 13.1 and Section 13.7.
- § 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.
- § 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is Owner, Architect or Initial Decision Maker may, but are not obligated to, notify the surety, if any of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is Owner, Architect or Initial Decision Maker may, but are not obligated to, notify the surety and request the surety's assistance in resolving the controversy.
- § 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

...

- § 15.3.1 Claims, Except as stated in this Agreement or otherwise agreed in writing by the parties, claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution. mediation.
- § 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding commencement of the parties' agreed upon dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution such proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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User Notes:

§ 15.4 Arbitration

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

- § 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.
- § 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

BAS BP 1 Addendum 1

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

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

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

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

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

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

The Owner reserves the right in its discretion to require consolidation or joinder of any mediation arising out of or relating to this Agreement with another mediation involving a person or entity not a party to this Agreement in any event the Owner believes such consolidation or joinder is necessary in order to resolve a dispute or avoid duplication of time, expense or effort. In the event the Owner is involved in a dispute which is not subject to mediation involving a person or entity not a party to this Agreement, the mediation provisions applicable to the parties shall be deemed to be void and nonexistent in the event Owner, in its discretion, determines the Contractor should become a party to that dispute by joinder or otherwise. Any mediation hearing shall be held in the general location where the Project is located, unless another location is mutually agreed upon. Modified 11/20/2019 at 12:21 p.m.

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User Notes:

Certification of Document's Authenticity

AIA® Document D401™ - 2003

| 09:40:14 ET preparing th General Cor | , hereby certify, to the best of my knowledge, all document simultaneously with its associated Additions and D on 01/21/2020 under Order No. 3829727574 from AIA Contract attached final document I made no changes to the original text additions of the Contract for Construction, Construction Manager of tware, other than those additions and deletions shown in the as | eletions Report and this certification at ct Documents software and that in of AIA® Document A232 TM – 2009, as Adviser Edition, as published by the |
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| (Signed) | | |
| (Title) | | |
| (Dated) | | |
| | | |

SECTION 007316 INSURANCE REQUIREMENTS Dated 6/15/2020

1. GENERAL

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

Dated 6/15/2020

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

Dated 6/15/2020

- 3. Products and Completed Operations:
- 4. Personal Injury Liability with Employment Exclusion deleted;
- 5. Contractual, including coverage for Trade Contractor's obligations under its Contract;
- 6. Owned, non-owned and hired motor vehicles; and
- 7. Broad Form Property Damage including Completed Operation.
- 1.7. The Trade Contractor shall, for the protection and benefit of the Owner, Clark Construction Company and the Architect/Engineer (hereinafter these parties are collectively referred to as "Trade Contractor Indemnities") and the Trade Contractor and as part of the Trade Contractor's efforts to satisfy the insurance obligation of Section 1. Procure, pay for and maintain in full force and effect at all times during the performance of the Trade Contractor's Work until final acceptance of the Trade Contractor's Work or for such duration as required policies of insurance issued by a responsible carrier or carriers acceptable to the Owner and Clark Construction Company which afford the coverages in the limits set forth below:

2. LIMITS OF LIABILITY

- 2.1. <u>Commercial General Liability</u> including Premises Operations: Independent Trade Contractor's Protective; Products and Completed Operations; Broad Form Property Damage; Personal and Advertising Injury.
 - A. General Aggregate shall not be less than \$2,000,000/per occurrence and it shall apply in total to this project only using the **ISO General Liability Endorsement CG 2503 03 97** or Trade Contractor's Insurance Carrier's equivalent coverage endorsement.
 - B. Products Completed/Operations Aggregate shall not be less than \$2,000,000 aggregate limit.
 - C. Personal and Advertising Injury shall not be less than \$1,000,000 aggregate.
 - D. Each Occurrence shall not be less than \$5,000,000.
 - E. Fire Damage shall not be less than \$100,000 on any one (1) fire.
 - F. Medical Expense shall not be less than \$5,000 on any one (1) person.
 - G. Property Damage Liability shall provide X, C and U coverages.
 - H. Broad Form Property Damage coverage shall include completed operations.
 - I. All such insurance shall be written on an occurrence basis.

SECTION 007316 INSURANCE REQUIREMENTS Dated 6/15/2020

2.2. Automobile Liability

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

2.3. Excess Liability

- A. The Umbrella Form is to be provided.
- B. Each Occurrence shall not be less than \$5,000,000 over primary insurance.
- C. Self-Insured Retention (SIR) shall not be more than \$10,000 for each occurrence.
- D. All such insurance shall be written on an occurrence basis.
- 2.4. Workers Compensation and Employers Liability (including the Proprietor / Partners / Executive Officers)
 - A. Workers Compensation coverage shall be at least as broad as an **ISO**
 - B. Workers Compensation Endorsement WC 00 03 13 or insurance companies equivalent endorsement.
 - C. Each Accident shall not be less than \$1,000,000.
 - D. Disease Policy Limit shall not be less than \$1,000,000.
 - E. Disease Each Employee shall not be less than \$1,000,000.
 - F. All such insurance shall be written on an occurrence basis.

2.5. **Pollution Liability**

- A. Trade Contractors responsible for remediation, including containerization, transportation, or disposal of any hazardous or toxic wastes, materials, or substances requiring permits or licenses by state or Federal Law or regulation shall maintain Pollution Legal Liability Insurance with limit no less than \$1,000,000.
- B. Coverage shall apply to sudden and gradual pollution legal liability including defense costs and completed operations.

Dated 6/15/2020

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

Dated 6/15/2020

- 2.10. Any aggregate limit under the Trade Contractor's liability insurance shall, by endorsement, apply to this Project separately.
- 2.11. The Trade Contractor shall cause each of its Subcontractors to (1) procure insurance reasonably satisfactory to the Owner and Clark Construction Company, and (2) name the Trade Contractor, the Owner, Clark Construction Company, and Architect as additional insured under the Subcontractor's comprehensive general liability policy. The additional insured endorsement included on the Subcontractor's comprehensive general liability policy shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the Subcontractor. If additional insured have other insurance which is applicable to the Project, such other insurance shall be for the purpose hereof, on an excess or contingent basis. The amount of the insurer's liability under this insurance policy shall not be reduced by the existence of such other insurance.
- 2.12. The Trade Contractor shall provide for the Owner, Clark Construction Company, and Architect as additional named insured parties under the comprehensive general liability insurance and completed operations required herein, and the insurance shall be primary and non-contributory.

3. <u>INDEMNIFICATION</u>

The Trade Contractor shall indemnify, defend and hold harmless School District, its Board of Education, its Board Members, in their official and individual capacities, its administrators, employees, agents, Trade Contractors, successors and assignees, from and against any and all claims, counter claims, suits, debts, demands, actions, injuries, judgments, liens, costs, expenses, damages, injuries and liabilities, including actual attorney's fees and actual expert witness fees arising out of or in connection with the Trade Contractor's performance of the Work pursuant to this Contract and/or from the Trade Contractor's violation of any of the terms of the Contract, including, but not limited to: (i) the negligent acts or willful misconduct of the Trade Contractor, its owners, employees, and agents; (ii) any breach of the terms of this Contract by the Trade Contractor, its owners, employees and agents; (iii) any violation or breach of any applicable Federal, State or local law, rule, regulation, ordinance, policy and/or licensing and permitting requirements applicable to providing the Work; or (iv) any breach of any representation or warranty by the Trade Contractor, its owners, employees and agents under this Contract. The Trade Contractor shall notify School District by certified mail, return receipt requested, immediately upon actual knowledge of any claim, suit, action, or proceeding for which School District may be entitled to indemnification under this Contract. This Paragraph shall survive the expiration or earlier termination of this Contract. It is acknowledged that the Trade Contractor's duty to indemnify shall be to the fullest extent permitted by law, including, by way of example only, MCL 691.991.

Dated 6/15/2020

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

4. WAIVER OF SUBROGATION

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

END OF SECTION



ADDENDUM

1021 West Baraga Avenue, Marquette, Michigan 49855 Phone (906) 228-4480 Fax (906) 228-7524 8571 W. Grand River Ave., Suite 600

Brighton, Michigan 48816

Phone: (810) 229-2701 Fax: (810) 229-6767

No: 1 Project Number: 18-875
Project: Brighton Area Schools, Phase 1 Date: 6/17/2020

The contractor shall acknowledge receipt of all addenda by listing the number where indicated on the bid form.

Drawings, specifications, and / or proposals are herein amended, expanded, and / or modified, and become a part of the Contract Documents with the same effect as if incorporated in the original documents. Any contrary provisions contained, or referred to, in Drawings and / or Specifications, shall remain applicable unless overridden by this Addendum. Revised provisions herein shall include all labor, materials, methods, modifications, etc. required for the completion of the Work.

Specifications

- A. Add Section 238239.19 Wall and Ceiling Unit Heaters, referenced in the Table of Contents per attached.
- B. Add Section 064219 Plastic-Laminate-Faced Wood Paneling, related to Water Cooler scope of work.
- C. Add Section 224716 Pressure Water Coolers, related to Water Cooler scope of work.
- D. Specification Section 075323 EPDM Thermost Single-Ply Roofing, paragraph 1.2 Extent of Work, 3.a, delete "Existing tapered insulation system to be removed, and reinstalled with adhesive" and substitute "Existing tapered insulation system to be removed and install NEW tapered roofing insulation systems, fully adhered to existing concrete deck".

Drawing Modifications:

1. BECC Concessions/Sloan Fields

- a. Revised sheet C0.0 to include information required for soil erosion permit. Added existing soil information from the USDA Web Soil Survey. In addition, added a stating "the site contractor is responsible for obtaining a soil erosion and sedimentation control (SESC) permit for this project. Contact the Livingston County Drain Commissioner's office for more information and requirements."
- b. Added sheet C0.1 to show the overall disturbed areas
- c. Revised sheet C5.0 changed the silt fence from 24" min to 36" min per Livingston County Drain Commissioner requirements.
- d. Revised sheet C5.1 added clarification on the turf restoration detail concerning the use of hydroseeding, mulching and minimum seeding, fertilizer and mulching rates.
- e. Revised sheet C5.2 added clarification on the soccer field restoration detail concerning the use of hydroseeding, mulching and minimum seeding, fertilizer and mulching rates.
- f. Revised sheet C5.3 added details for Straw Bales, Erosion Control Blanket and Diversions Berms.

2. Hawkins Fields

a. Revised sheet C0.0 to include information required for soil erosion permit. Added existing soil information from the USDA Web Soil Survey. In addition, added a stating "the site contractor is responsible for obtaining a soil erosion and sedimentation control

- (SESC) permit for this project. Contact the Livingston County Drain Commissioner's office for more information and requirements."
- b. Revised sheet C0.1, C1.0 and C1.1 to show the overall disturbed areas
- c. Revised sheet C4.0 added clarification on the turf restoration detail concerning the use of hydroseeding, mulching and minimum seeding, fertilizer and mulching rates. Changed the silt fence from 24" min to 36" min per Livingston County Drain Commissioner requirements.
- d. Added sheet C4.2A to add details for Straw Bales, Erosion Control Blanket and Diversions Berms.

3. Maintenance Building

- a. Revised sheet C0.0 to include information required for soil erosion permit. Added existing soil information from the USDA Web Soil Survey. In addition, added a stating "the site contractor is responsible for obtaining a soil erosion and sedimentation control (SESC) permit for this project. Contact the Livingston County Drain Commissioner's office for more information and requirements."
- b. Revised sheet C1.0 to show the overall disturbed areas.
- c. Revised sheet C4.0 added clarification on the turf restoration detail concerning the use of hydroseeding, mulching and minimum seeding, fertilizer and mulching rates.
- d. Revised sheet C4.1 to add details for Straw Bales, Erosion Control Blanket and Diversions Berms.

4. Drinking Fountains

- a. Revised quantity of drinking fountains at each of the following schools to total (18) to fit scope budget.
 - i. Education and Community Center (3), Hawkins Elementary (2), High School (5), Hornung Elementary (2), Maltby Intermediate (2), Miller Intergeneration Center (3), Spencer Elementary (1).
- 5. Maintenance Building, Drawing Sheet A1.2, change the following:
 - a. Delete Note #2 in its entirety, and substitute "Existing ballast, membrane and tapered insulation to be removed. Install new fully adhered membrane and fully adhered tapered insulation over existing precast concrete deck"
 - b. Delete Note #9 in its entirety and substitute "Install manufacturers moisture and vapor barrier directly to existing precast concrete deck. Install fully adhered new tapered insulation and fully adhered EPDM roofing per specifications."

Attachments: Specification Section 238239.19 Wall and Ceiling Unit Heaters

Specification Section 064219 Plastic-Laminate-Faced Wood Paneling

Specification Section 224716 Pressure Water Coolers

BECC Concessions/Sloan Fields: C0.0, C0.1, C5.0, C5.1, C5.2, C5.3

Hawkins Fields: C0.0, C0.1, C1.0, C1.1, C4.0, C4.2A

Maintenance Building: C0.0, C1.0, C4.0, C4.1

Drinking Fountains: P1.0 (7)

END OF ADDENDUM

SECTION 238239.19 - WALL AND CEILING UNIT HEATERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes wall and ceiling heaters with propeller fans and gas-fire heating element.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include rated capacities, operating characteristics, furnished specialties, and accessories.

1.4 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For wall and ceiling unit heaters to include in emergency, operation, and maintenance manuals.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Modine Manufacturing.
 - 2. Reznor HVAC.
 - 3. Trane.

2.2 DESCRIPTION

- A. Assembly including chassis, gas heating element, fan, motor, and controls. Comply with UL 2021.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

2.3 CABINET

- A. Body: Aluminized steel with adjustable air-deflector blades and fan guard.
- B. Finish: Baked-on powder coat with manufacturer's standard color selected by Architect, applied to factory-assembled and -tested wall and ceiling heaters before shipping.
- C. Airstream Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1.

SECTION 238239.19 - WALL AND CEILING UNIT HEATERS

D. Surface-Mounted Cabinet Enclosure: Steel with finish to match cabinet.

2.4 HEAT EXCHANGER

A. Gas-fired heat exchanger: Tubular aluminized steel primary heat exchanger. In-shot burner on each heat exchanger tube. Stainless steel secondary heat exchanger.

2.5 FAN AND MOTOR

- A. Fan: Aluminum propeller directly connected to motor.
- B. Motor: Permanently lubricated. Comply with requirements in Section 230513 "Common Motor Requirements for HVAC Equipment."

2.6 CONTROLS

- A. Controls: Unit-mounted thermostat.
- B. Electrical Connection: Factory wire motors and controls for a single field connection.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas to receive wall and ceiling unit heaters for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine roughing-in for electrical connections to verify actual locations before unit-heater installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install wall and ceiling unit heaters to comply with NFPA 90A.
- B. Install wall and ceiling unit heaters level and plumb.
- C. Install wall-mounted thermostats and switch controls in electrical outlet boxes at heights to match lighting controls. Verify location of thermostats and other exposed control sensors with Drawings and room details before installation.
- D. Ground equipment according to Section 260526 "Grounding and Bonding for Electrical Systems."
- E. Connect wiring according to Section 260519 "Low-Voltage Electrical Power Conductors and Cables."

END OF SECTION 238239.19

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

- 1. Plastic-laminate-faced wood paneling.
- 2. Wood furring, blocking, shims, and hanging strips for installing plastic-laminate-faced wood paneling that is not concealed within other construction.
- 3. Trim/accessories

B. Related Requirements:

1. Section 061000 "Rough Carpentry" for wood furring, blocking, shims, and hanging strips required for installing paneling that is concealed within other construction before paneling installation.

1.2 COORDINATION

A. Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections to ensure that paneling can be installed as indicated.

1.3 PREINSTALLATION MEETINGS

1.4 ACTION SUBMITTALS

- A. Shop Drawings: For plastic-laminate-faced wood paneling.
 - 1. Include plans, elevations, sections, and attachment details.
 - 2. Show locations and sizes of furring and blocking, including concealed blocking specified in other Sections.
- B. Samples for Verification: For each type of exposed laminate, 8 by 10 inches.
 - 1. Provide one Sample applied to core material and with specified edge material applied to one edge.
 - 2. Provide sample of trim

1.5 QUALITY ASSURANCE

A. Fabricator Qualifications: Shop that employs skilled workers who custom-fabricate products similar to those required for this Project and whose products have a record of successful inservice performance.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Do not deliver paneling until painting and similar operations that might damage paneling have been completed in installation areas. Store paneling in installation areas or in areas where environmental conditions comply with requirements specified.

1.7 FIELD CONDITIONS

- A. Field Measurements: Where paneling is indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
 - 1. Locate concealed framing, blocking, and reinforcements that support paneling by field measurements before being enclosed/concealed by construction and indicate measurements on Shop Drawings.

PART 2 - PRODUCTS

2.1 PANELING FABRICATORS

- A. Fabricators: Subject to compliance with requirements, provide products by the following:
 - 1. Wilsonart
 - 2. Formica
 - Nevemar

2.2 PANELING, GENERAL

A. Quality Standard: Unless otherwise indicated, comply with the "Architectural Woodwork Standards" for grades of plastic-laminate-faced wood paneling (decorative laminate surfacing) indicated for construction, finishes, installation, and other requirements.

2.3 PLASTIC-LAMINATE-FACED WOOD PANELING

- A. Grade: Premium.
- B. Plastic Laminate: High-pressure decorative laminate (<u>High Wear Type 107HW</u>) complying with NEMA LD 3 and the following requirements:
 - 1. Faces: Grade HGS.
 - 2. Backs: Grade BKH.
 - 3. Exposed Edges: Same as faces.
- C. Colors, Patterns, and Finishes: Provide materials and products that result in colors and textures of exposed surfaces complying with the following requirements:
 - 1. As selected by Architect from laminate manufacturer's full range in the following categories:
 - a. Solid colors, matte finish.

- b. Solid colors with core same color as surface, matte finish.
- c. Wood grains, matte finish.
- d. Patterns, matte finish.
- 2. Grain Direction: Horizontal or as otherwise required for selected pattern, confirm with Architect.
- D. Panel Core: ACX Plywood
 - 1. Thickness: 3/4".
- E. Adhesives for Bonding Plastic Laminate: Unpigmented contact cement Contact cement.
 - 1. Adhesive for Bonding Edges: Hot-melt adhesive or adhesive specified above for faces.
- F. Assemble panels by gluing and concealed fastening.

2.4 MATERIALS

- A. Materials, General: Provide materials that comply with requirements of referenced quality standard for each quality grade specified unless otherwise indicated.
- B. Wood Moisture Content: 5 to 10 percent.
- C. Composite Wood and Agrifiber Products: Provide materials that comply with requirements of referenced quality standard for each quality grade specified unless otherwise indicated.

2.5 INSTALLATION MATERIALS

- A. Furring, Blocking, Shims, and Hanging Strips: Softwood or hardwood lumber, kiln-dried to less than 15 percent moisture content.
- B. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage. Provide metal expansion sleeves or expansion bolts for post-installed anchors. Use nonferrousmetal or hot-dip galvanized anchors and inserts at inside face of exterior walls.
- C. Installation Adhesive: Product recommended by panel fabricator for each substrate for secure anchorage.

2.6 FABRICATION

- A. Complete fabrication, including assembly, to maximum extent possible, before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.
 - 1. Notify Architect/Construction Manager seven days in advance of the dates and times paneling fabrication will be complete.
- B. Shop cut openings, to maximum extent possible, to receive hardware, appliances, plumbing fixtures, electrical work, and similar items. Locate openings accurately and use templates or roughing-in diagrams to produce accurately sized and shaped openings. Sand edges of cutouts to remove splinters and burrs.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Before installation, condition paneling to humidity conditions in installation areas.
- B. Before installing paneling, examine shop-fabricated work for completion and complete work as required, including removal of packing and backpriming.

3.2 INSTALLATION

- A. Grade: Install paneling to comply with quality standard grade of paneling to be installed.
- B. Install paneling level, plumb, true in line, and without distortion. Shim as required with concealed shims. Install level and plumb to a tolerance of 1/8 inch in 96 inches. Install with no more than 1/16 inch in 96-inch vertical cup or bow and 1/8 inch in 96-inch horizontal variation from a true plane.
 - 1. For flush paneling with revealed joints, install with variations in reveal width, alignment of top and bottom edges, and flushness between adjacent panels not exceeding 1/32 inch.
- C. Anchor paneling to supporting substrate with concealed panel-hanger clips splined connection strips. Do not use face fastening unless otherwise indicated.

3.3 ADJUSTING AND CLEANING

- A. Repair damaged and defective paneling, where possible, to eliminate defects. Where not possible to repair, replace paneling. Adjust for uniform appearance.
- B. Clean paneling on exposed surfaces. Touch up shop-applied finishes to restore damaged or soiled areas.

END OF SECTION

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes pressure water coolers and related components.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of pressure water cooler.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
 - 2. Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.
- B. Shop Drawings: Include diagrams for power, signal, and control wiring.

1.4 CLOSEOUT SUBMITTALS

A. Maintenance Data: For pressure water coolers to include in maintenance manuals.

PART 2 - PRODUCTS

2.1 PRESSURE WATER COOLERS

- A. Pressure Water Coolers, EWC-1, Wall-mounted with bottle filler, ADA compliant.
 - 1. Manufacturer:
 - a. Elkay
 - 2. Standards:
 - Comply with NSF 61 and NSF 372.
 - Comply with ASHRAE 34, "Designation and Safety Classification of Refrigerants," for water coolers. Provide HFC 134a (tetrafluoroethane) refrigerant unless otherwise indicated.
 - 3. Cabinet: Single, Light Gray Granite Vinyl Clad Steel cabinet, stainless steel basin, galvanized steel cooler chassis, stainless steel bottle filler wrapper with ABS plastic alcove.
 - 4. Bubbler: One, with adjustable stream regulator, located on deck.
 - 5. Control: Push bar.
 - 6. Bottle Filler: Sensor activation with 20-second automatic shutoff timer. Fill rate 1.1 gpm.
 - 7. Drain: Grid with NPS 1-1/4 tailpiece.
 - 8. Supply: NPS 3/8 with shutoff valve.
 - 9. Waste Fitting: ASME A112.18.2/CSA B125.2, NPS 1-1/4 plastic P-trap.
 - 10. Filter: One or more water filters complying with NSF 42 and NSF 53 for cyst and lead reduction to below EPA standards, with capacity sized for unit peak flow rate.

- 11. Cooling System: Electric, with hermetically sealed compressor, cooling coil, air-cooled condensing unit, corrosion-resistant tubing, refrigerant, corrosion-resistant-metal storage tank, and adjustable thermostat.
 - Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- 12. Capacities and Characteristics:
 - a. Cooled Water: 8 gph.
 - b. Ambient-Air Temperature: 90 deg F.
 - c. Inlet-Water Temperature: 80 deg F.
 - d. Cooled-Water Temperature: 50 deg F.
 - e. Electrical Characteristics:
 - 1) Volts: 115-V ac.
 - 2) Phase: Single.
 - Hertz: 60.
 - 4) Full-Load Amperes: 4.2.
 - 5) Rated watts: 370.
- 13. Support: Type I Water Cooler Carrier.
- 14. Water Cooler Mounting Height: Handicapped/elderly according to ICC A117.1.

2.2 SUPPORTS

- A. Type I Water Cooler Carrier:
 - 1. Manufacturers:
 - a. Jay R. Smith Mfg Co; a division of Morris Group International.
 - b. Josam Company.
 - c. MIFAB, Inc.
 - d. Wade Drains.
 - e. WATTS.
 - f. Zurn Industries, LLC.
 - 2. Standard: ASME A112.6.1M.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine roughing-in for water-supply and sanitary drainage and vent piping systems to verify actual locations of piping connections before fixture installation.
- B. Examine walls and floors for suitable conditions where fixtures will be installed.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install fixtures level and plumb according to roughing-in drawings. For fixtures indicated for children, install at height required by authorities having jurisdiction.
- B. Install off-the-floor carrier supports, affixed to building substrate, for wall-mounted fixtures.
- C. Install water-supply piping with shutoff valve on supply to each fixture to be connected to domestic-water distribution piping. Use ball valve. Install valves in locations where they can be easily reached for operation. Valves are specified in Section 220523.12 "Ball Valves for Plumbing Piping".
- D. Install trap and waste piping on drain outlet of each fixture to be connected to sanitary drainage system.
- E. Seal joints between fixtures and walls using sanitary-type, one-part, mildew-resistant, silicone sealant. Match sealant color to fixture color.

3.3 CONNECTIONS

- A. Connect fixtures with water supplies, stops, and risers, and with traps, soil, waste, and vent piping. Use size fittings required to match fixtures.
- B. Comply with water piping requirements specified in Section 221116 "Domestic Water Piping."
- C. Install ball shutoff valve on water supply to each fixture. Comply with valve requirements specified in Section 220523.12 "Ball Valves for Plumbing Piping".
- D. Comply with soil and waste piping requirements specified in Section 221316 "Sanitary Waste and Vent Piping."

3.4 ADJUSTING

- A. Adjust fixture flow regulators for proper flow and stream height.
- B. Adjust pressure water-cooler temperature settings.

3.5 CLEANING

- A. After installing fixture, inspect unit. Remove paint splatters and other spots, dirt, and debris. Repair damaged finish to match original finish.
- B. Clean fixtures, on completion of installation, according to manufacturer's written instructions.
- C. Provide protective covering for installed fixtures.
- D. Do not allow use of fixtures for temporary facilities unless approved in writing by Owner.

END OF SECTION 224716

GENERAL NOTES

- I. ALL WORK SHALL CONFORM TO THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION. 2012 EDITION AND SUPPLEMENTAL SPECIFICATIONS, UNLESS OTHERWISE SPECIFIED IN THE PLANS OR SPECIFICATIONS.
- 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING ALL DIMENSIONS AND SITE CONDITIONS BEFORE PROCEEDING WITH WORK. IF DIMENSIONS ARE IN QUESTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING CLARIFICATION FROM THE ENGINEER BEFORE
- 5. THE CONTRACTOR SHALL BE REQUIRED TO RESTORE ALL EXISTING TURF AREAS WHICH ARE DISTURBED BY CONSTRUCTION ACTIVITIES THROUGHOUT THE PROJECT OR AS SPECIFIED. TURF AREAS SHALL MATCH ADJACENT GRADES IN ADDITION TO GRADES SPECIFIED. TURE RESTORATION CONSISTS OF SCREENED TOPSOIL SURFACE 6 INCH: CHEMICAL FERTILIZER NUTRIENT IF REQUIRED, MDOT SEED MIXTURE TDS; STRAW MULCH BLANKETS AND MULCH ANCHORING. THE CONTRACTOR SHALL BE REQUIRED TO WATER TURF AREAS TO PROMOTE HEALTHY GROWTH UNTIL THE FIRST CUTTING. AT THAT TIME THE OWNER SHALL TAKE ALL RESPONSIBILITY FOR MAINTENANCE.
- 4. THE CONTRACTOR IS RESPONSIBLE TO RESTORE ANY AND ALL AREAS DISTURBED OR DAMAGED OUTSIDE OF THE OWNERS PROPERTY, AS A RESULT OF THE CONTRACTORS OPERATIONS, AT NO ADDITIONAL COST TO THE PROJECT.
- 5. THE CONTRACTOR SHALL COMPLY WITH ALL STATE AND LOCAL REGULATIONS AND ORDINANCES FOR WORK AT THE SITE. THIS SHALL INCLUDE ALL M.I.O.S.H.A. REGULATIONS.
- 6. THE CONTRACTOR SHALL CONTROL NOISE, CARRY OUT A PROGRAM FOR DUST CONTROL AND SHALL ALLOW NO ONSITE BURNING, WITHOUT PRIOR APPROVAL FROM THE OWNER, ENGINEER AND THE LOCAL FIRE DEPARTMENT.
- '. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FEES AND OBTAINING ANY REQUIRED PERMITS FOR WORKING WITHIN THE RIGHT-OF-WAY INCLUDING SEWER TAPS, OFF STREET PARKING, SIDEWALK AND/OR ROAD CLOSURES, SIDEWALK AND CURB REPLACEMENT, ETC. THE CONTRACTOR SHALL PROVIDE THE LOCAL MUNICIPALITY WITH ANY ROAD CLOSURE AND DETOUR PLAN, IF REQUIRED. PRIOR TO PROCEEDING WITH WORK. CONTACT LOCAL MUNICIPALITY FOR REQUIREMENTS BEFORE PROCEEDING WITH WORK.
- 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION STAKING AND LAYOUT FOR THIS PROJECT. THE CONTRACTOR SHALL PROTECT OR PLACE NEW BENCHMARKS AND/OR CONTROL POINTS, AS REQUIRED. AN ELECTRONIC COPY OF THE AUTOCAD ".DWG" FILE SHALL BE PROVIDED TO THE CONTRACTOR OR THEIR SURVEYOR.
- 9. ANY PROPERTY IRONS DAMAGED OR REMOVED BY THE CONTRACTORS OPERATIONS, SHALL BE REPLACED BY A SURVEYOR LICENSED IN THE STATE OF MICHIGAN AT NO COST TO THE PROJECT.
- 10. THE CONTRACTOR WILL BE REQUIRED TO COORDINATE THEIR WORK WITH THE BUILDING CONTRACTORS OR UTILITY COMPANIES' WORK AT
- NO ADDITIONAL COST TO THE PROJECT. 11. SITE CLEARING SHALL INCLUDE SURFACE DEBRIS, REMOVING ABOVE AND BELOW GROUND IMPROVEMENTS, ROCKS, DESIGNATED TREES, SHRUBS AND OTHER VEGETATION AND ABANDONED UTILITIES AS NECESSARY TO PERFORM THE WORK IN THE CONTRACT. ALL REMOVAL ITEMS SHALL BECOME THE PROPERTY OF THE CONTRACTOR UNLESS OTHERWISE SPECIFIED. THE CONTRACTOR SHALL PROTECT ALL
- SURVEY CONTROL POINTS, BENCHMARKS AND/OR EXISTING STRUCTURES TO REMAIN FROM DAMAGE OR DISPLACEMENT. 12. TREES IN THE INFLUENCE OF THE PROPOSED NEW WORK SHALL BE REMOVED. TREE REMOVAL SHALL INCLUDE COMPLETE REMOVAL OF THE STUMP AND INCLUDE REMOVAL OF ANY ROOTS WHICH ARE LOCATED WITHIN THE INFLUENCE OF THE SUBBASE EXCAVATION. BUILDING CONSTRUCTION AND UTILITY TRENCH EXCAVATION. WHEN EXCAVATING THROUGH ROOTS, PERFORM WORK BY HAND AND CUT
- 13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DISPOSAL OF REMOVED, SURPLUS AND/OR WASTE MATERIAL FROM THE SITE. ALL TRANSPORTATION AND DISPOSAL OF THE REMOVED ITEMS SHALL BE DONE IN ACCORDANCE WITH THE SPECIFICATION AND ALL LOCAL, STATE AND FEDERAL LAWS.
- 14. SAW CUT EXISTING PAVEMENT TO FULL DEPTH PRIOR TO REMOVAL. WHERE SAW CUT IS REQUIRED IN CONCRETE SLABS AND/OR CURB & GUTTER, SAW CUT FULL DEPTH AT THE NEAREST JOINT. IF A SAWCUT EDGE BECOMES DAMAGED PRIOR TO THE INSTALLATION OF NEW WORK, THE EDGE SHALL BE RECUT, AS DIRECTED BY THE ENGINEER, AND THE PAVEMENT REPLACED AT NO ADDITION COST TO THE

TRAFFIC CONTROL AND MAINTENANCE

- I. TRAFFIC SHALL BE MAINTAINED IN ACCORDANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD), 2011 EDITION AND ALL CURRENT MOOT STANDARD PLANS, AS REQUIRED. THE CONTRACTOR SHALL SUBMIT A TRAFFIC MAINTENANCE PLAN TO THE ENGINEER FOR APPROVAL, 10 DAYS PRIOR TO BEGINNING WORK.
- 2. ALL SIGNS, BARRICADES, WARNING LIGHTS AND OTHER TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH THE MMUTCD. SIGNING FOR STREET CLOSURES SHALL BE IN ACCORDANCE WITH THE MMUTCD. ANY SIGNS TEMPORARILY REMOVED DUE TO CONSTRUCTION ACTIVITIES, SHALL BE TEMPORARILY RELOCATED, AS DIRECTED BY THE ENGINEER, UNTIL FINAL RESTORATION IS COMPLETED AND THEN RETURNED TO THEIR ORIGINAL LOCATION.
- 3. DURING CONSTRUCTION ACTIVITIES, THE CONTRACTOR SHALL PLACE THE PROPER CONSTRUCTION SIGNING IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD) AND ALL CURRENT MDOT STANDARD
- 4. THE CONTRACTOR SHALL PROVIDE THE LOCAL MUNICIPALITY WITH ANY ROAD CLOSURE AND DETOUR PLAN, IF REQUIRED, PRIOR TO PROCEEDING WITH WORK. CONTACT LOCAL MUNICIPALITY FOR REQUIREMENTS BEFORE PROCEEDING WITH WORK.

UTILITY NOTES

- 1. UTILITIES AND UTILITY SERVICE INFORMATION, SHOWN ON THE PLANS, ARE BASED ON UTILITY STAKING AND IS FOR INFORMATION ONLY, AS ACTUAL LOCATIONS MAY VARY. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING ALL UTILITY LOCATIONS BEFORE
- 2. FOR THE PROTECTION OF UNDERGROUND UTILTIES AND IN CONFORMANCE WITH PUBLIC ACT 174 OF 2013, THE CONTRACTOR IS REQUIRED TO CONTACT "MISS DIG" BY PHONE AT 811 OR 800-482-7171 OR VIA THE WEB AT EITHER ELOCATE.MISSDIG.ORG FOR SINGLE ADDRESS OR RTE.MISSDIG.ORG, A MINIMUM OF 72 HOURS (EXCLUDING SATURDAYS, SUNDAYS AND HOLIDAYS) IN ADVANCE OF ANY EXCAVATION.
- 3. THE CONTRACTOR WILL BE REQUIRED TO COORDINATE ALL OF THEIR WORK WITH THE UTILITY COMPANIES WORK, IF ANY, AT NO ADDITIONAL COST TO THE PROJECT.
- 4. COSTS AND FEES CHARGED BY THE UTILITY COMPANIES ARE THE RESPONSIBILITY OF THE CONTRACTOR AND ARE TO BE MADE A PART
- 5. DAMAGE TO EXISTING UTILITIES, OUTSIDE THE SCOPE OF WORK SHOWN ON THE PLANS, IS THE RESPONSIBILITY OF THE CONTRACTOR AND REPAIR, AS SUCH, SHALL BE AT NO ADDITIONAL COST TO THE PROJECT.
- 6. IN CASES WHERE EXISTING SEWERS, DRAINS, GAS SERVICE CONNECTIONS, TELEPHONE OR ELECTRICAL FACILITIES, WATER SERVICE CONNECTIONS, ETC. ARE ENCOUNTERED, THE CONTRACTOR SHALL PERFORM THEIR WORK IN SUCH A MANNER THAT THE SERVICE WILL BE UNINTERRUPTED. THE CONTRACTORS METHOD FOR MAINTAINING AND SUPPORTING THE EXISTING UTILITIES AND THEIR SERVICE CONNECTIONS, IF REQUIRED, SHALL BE AS SUCH TO AVOID SETTLEMENT OF THE UTILITIES BEFORE AND AFTER PLACING BACKFILL.
- 7. STORM SEWER MATERIALS AND CONSTRUCTION SHALL CONFORM TO THE CITY OF BRIGHTON STANDARD SPECIFICATION FOR STORM WATER COLLECTION SYSTEMS.
- 8. SANITARY SEWER MATERIALS AND CONSTRUCTION SHALL CONFORM TO THE CITY OF BRIGHTON STANDARD SPECIFICATION FOR SANITARY SEWER COLLECTION SYSTEMS.
- 9. SEE ELECTRICAL, MECHANICAL AND PLUMBING PLANS FOR EXACT CONNECTIONS TO PROPOSED BUILDING UTILITIES.
- 10. UTILITY DISINFECTION AND ALL OTHER TESTING AS REQUIRED BY THE GOVERNING CODE IS THE RESPONSIBILITY OF THE CONTRACTOR.



EROSION CONTROL NOTES

- 1. THE SITE CONTRACTOR IS RESPONSIBLE FOR OBTAINING A SOIL EROSION AND SEDIMENTATION CONTROL (SESC) PERMIT FOR THIS PROJECT. CONTACT THE LIVINGSTON COUNTY DRAIN COMMISSIONERS OFFICE FOR MORE INFORMATION AND REQUIREMENTS.
- 2. APPROPRIATE SOIL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE IN PLACE PRIOR TO THE COMMENCEMENT OF EARTH DISTURBING ACTIVITIES AND SHALL REMAIN IN PLACE UNTIL ALL AREAS ARE FULLY RESTORED.
- 3. ALL SOIL EROSION & SEDIMENT CONTROL (SESC) MEASURES PLACED BY THE CONTRACTOR SHALL BE IN FULL COMPLIANCE WITH PUBLIC ACT 347 OF 1972 AS AMENDED AND THE ADMINISTRATIVE RULES. THE CONTRACTOR SHALL HAVE A DEQ CERTIFIED STORM WATER OPERATOR ASSIGNED TO THIS PROJECT.
- 4. A TRACKING PAD IS REQUIRED AT ANY CONTRACTOR INGRESS AND/OR EGRESS LOCATION WHERE SEDIMENT MAY BE TRACKED OFF-SITE. THE CONTRACTOR IS REQUIRED TO CLEAN ADJACENT STREETS OF ACCUMULATED SEDIMENT AS A RESULT OF THE CONTRACTORS ACTIVITY, AS DIRECTED BY THE ENGINEER, AT NO ADDITIONAL COST TO THE PROJECT.
- 5. INSTALL SEDIMENT CONTROL, INLET PROTECTION, FABRIC DROP (\$58) AT EXISTING AND NEWLY CONSTRUCTED CATCH BASINS. AFTER RAIN EVENTS AND AT THE COMPLETION OF THE PROJECT, REMOVE AND CLEAN ALL ACCUMULATED SEDIMENT FROM THE CATCH BASINS.
- 6. AT THE COMPLETION OF THE PROJECT, ONCE ALL DISTURBED AREAS HAVE BEEN FULLY RESTORED, REMOVE ALL TEMPORARY EROSION
- 7. THE CONTRACTOR SHALL REMOVE TEMPORARY MEASURES AS SOON AS PERMANENT STABILIZATION OF THE SITE HAS BEEN ESTABLISHED.
- 8. THE CONTRACTOR SHALL RESTORE DISTURBED AREAS AS SOON AS POSSIBLE.

CONTROL DEVICES AND ANY ACCUMULATED SEDIMENT.

MICHIGAN UNIFIED KEYING SYSTEM SOIL EROSION AND SEDIMENTATION CONTROL

| | SUIL ERUSION AND SEDIMENTATION CONTROL | | | | | |
|-----|--|--|---|--|--|--|
| KEY | BEST MANAGEMENT PRACTICES | SYMBOL | WHERE USED | | | |
| | SEDIMENT CONTROLS | | | | | |
| E2 | GRUBBING OMITTED | | FOR USE ON STEEP SLOPES TO PREVENT RILLING, GULLYING AND REDUCE SHEET FLOW VELOCITY OR WHERE CLEAR VISION CORRIDORS ARE NECESSARY. | | | |
| E5 | DUST CONTROL | | FOR USE ON CONSTRUCTION SITES, UNPAVED ROADS, ETC. TO REDUCE DUST AND SEDIMENTATION FROM WIND AND CONSTRUCTION ACTIVITIES. | | | |
| E6 | MULCH | | FOR USE ON IN AREAS SUBJECT TO EROSIVE SURFACE FLOWS OR SEVERE WIND OR ON NEWLY SEEDED AREAS. | | | |
| E7 | TEMPORARY SEEDING | | STABILIZATION METHOD UTILIZED ON CONSTRUCTION SITES WHERE EARTH CHANGE HAS BEEN INITIATED BUT NOT COMPLETED WITHIN A 2 WEEK PERIOD. | | | |
| E8 | PERMANENT SEEDING | ALL THE STATE OF T | STABILIZATION METHOD UTILIZED ON SITES WHERE EARTH CHANGE HAS BEEN COMPLETED (FINAL GRADING ATTAINED). | | | |
| E9 | MULCH BLANKETS | | ON EXPOSED SLOPES, NEWLY SEEDED AREAS, NEW DITCH BOTTOMS OR AREAS SUBJECT TO EROSION. | | | |
| E10 | SODDING | | ON AREAS AND SLOPES WHERE IMMEDIATE STABILIZATION IS REQUIRED. | | | |
| E12 | RIPRAP | - THE CONTRACTOR OF THE CONTRA | USE ALONG SHORELINES, WATERWAYS, OR WHERE CONCENTRATED FLOWS OCCUR. SLOWS VELOCITY, REDUCES SEDIMENT LOAD, AND REDUCES EROSION. | | | |
| | EROSION CONTROLS | | | | | |
| S31 | CHECK DAM | | USED TO REDUCE SURFACE FLOW VELOCITIES WITHIN CONSTRUCTED AND EXISTING FLOW CORRIDORS. | | | |
| S51 | SILT FENCE | | USED ADJACENT TO CRITICAL AREAS, TO PREVENT SEDIMENT LADEN SHEET FLOW FROM ENTERING THESE AREAS. | | | |
| S53 | STABILIZED CONSTRUCTION ENTRANCE | | USED AT EVERY POINT WHERE CONSTRUCT TRAFFIC ENTERS OR LEAVES A CONSTRUCTION SITE. | | | |
| S55 | SEDIMENT BASIN | | AT THE OUTLET OF DISTURBED AREAS AND AT THE LOCATION OF A PERMANENT DETENTION BASIN. | | | |
| S56 | SEDIMENT TRAP | ш//// | IN SMALL DRAINAGE AREAS, ALONG CONSTRUCTION SITE PERIMETERS AND ABOVE CHECK DAMS OR DRAIN INLETS. | | | |
| S57 | VEGETATED BUFFER/ FILTER STRIP | | USE ALONG SHORELINES, WATERWAYS, OR OTHER SENSITIVE AREAS. SLOWS VELOCITY, REDUCES SEDIMENT LOAD, AND REDUCES EROSION IN AREAS OF SHEET FLOW. | | | |
| S58 | INLET PROTECTION FABRIC DROP | ÷ | USE AT STORM WATER INLETS, ESPECIALLY AT CONSTRUCTION SITES. | | | |
| S61 | TURBIDITY CURTAIN | | USED DURING CONSTRUCTION ADJACENT TO A WATER RESOURCE, TO CONTAIN SEDIMENT WITHIN THE WORK AREA WHEN OTHER BMP'S CANNOT BE USED. | | | |

PROPOSED SITE WORK

- 1. CONCRETE FOR SIDEWALKS, DUMPSTER PADS, CURB & GUTTER, ETC. SHALL MEET EITHER MDOT GRADE P1 OR S2 SPECIFICATION,
- 2. AGGREGATE BASE MATERIAL SHALL MEET MDOT 21AA SPECIFICATIONS AND SHALL BE COMPACTED TO 98% OF MAXIMUM DENSITY, ACCORDING TO THE SPECIFICATIONS.
- 3. SUBBASE AND EMBANKMENT MATERIAL SHALL MEET MDOT CLASS II SPECIFICATIONS AND SHALL BE COMPACTED TO 95% MAXIMUM DENSITY, ACCORDING TO THE SPECIFICATIONS.
- 4. PLACE 1/2" EXPANSION JOINT BETWEEN SIDEWALKS AND ANY STRUCTURE. CUT CONTROL JOINTS AT 5' O.C. AND PLACE EXPANSION JOINTS AT 20' O.C. OR AS DIRECTED BY THE ENGINEER.
- 5. PLACE 1" FIBER JOINT AT 400' MAXIMUM INTERVAL IN CURB AND GUTTER. PLACE ½" EXPANSION JOINT BETWEEN CURB AND GUTTER
- AND CATCH BASINS. PLACE CONTRACTION JOINTS AT 40' MAXIMUM INTERVALS.
- 6. AREAS OF UNSTABLE SUBBASE NOT MEETING COMPACTION REQUIREMENTS, SHALL BE UNDERCUT AND BACKFILLED, IN ACCORDANCE WITH MDOT SUBGRADE UNDERCUTTING, TYPE II. THIS WORK SHALL BE MEASURED BY THE CUBIC YARD (CYD) AND SHALL BE PAID FOR AT THE CONTRACT UNIT PRICE FOR "SUBGRADE UNDERCUTTING".
- 7. CURB AND GUTTER RADII ARE DIMENSIONED FROM THE FRONT EDGE OF THE GUTTER PAN.

GRADING

- 1. FINAL GRADING SHALL PROVIDE POSITIVE DRAINAGE ACROSS THE ENTIRE SITE AWAY FROM BUILDINGS.
- 2. THE CONTRACTOR SHALL GRADE THE SITE ACCORDING TO THE GRADING PLAN. IN THE ABSENCE OF A PLAN, THE CONTRACTOR IS TO GRADE THE SITE SO THAT THE NEW GRADES BLEND GENTLY INTO THE EXISTING GRADES. CONTRACTOR TO SLOPE GRADE AWAY FROM BUILDINGS A MINIMUM OF 2 INCHES IN 10 FEET.
- 3. MAINTAIN OPTIMUM MOISTURE CONTENT OF MATERIALS WHEN GRADING.

NOTES APPLYING TO STANDARD PLANS & SPECIAL DETAILS

WHERE THE FOLLOWING ITEMS ARE CALLED FOR ON THE PLANS., THEY ARE TO BE CONSTRUCTED ACCORDING TO THE MICHIGAN DEPARTMENT C TRANSPORTATION (MDOT) STANDARD PLAN LISTED BELOW, UNLESS NOTED OTHERWISE. COPIES OF THESE MDOT STANDARD PLANS CAN BE OBTAINED FROM THE MDOT WEBSITE (WWW.MICHIGAN.GOV/MDOT).

R-29-I DRIVEWAY OPENINGS & APPROACHES AND CURB AND GUTTER R-30-G CONCRETE CURB AND CONCRETE CURB & GUTTER

R-37-B R-74-D BUMPER & PARKING RAILS AND MISC. WOOD POSTS R-80-E GRANULAR BLANKET, UNDERDRAINS, OUTLET ENDINGS FOR UNDERDRAINS, AND SEWER BULKHEADS

BEDDING AND FILLING AROUND PIPE CULVERTS R-83-C UTILITY TRENCHES CULVERT SLOPED END SECTION R-95-F

SOIL EROSION & SEDIMENTATION CONTROL MEASURES R-96-E R-100-H SEEDING AND TREE PLANTING

ISOLATION JOINT DETAILS

R-107-H SUPERELEVATION AND PAVEMENT CROWNS

ROAD SPECIAL DETAILS:

DRAINAGE STRUCTURES R-28-J SIDEWALK RAMP AND DETECTABLE WARNING DETAILS

PAVEMENT MARKING STANDARD PLANS:

PAVE-900-F PAVEMENT ARROW AND MESSAGE DETAILS PAVE-905-D LONGITUDINAL LINE TYPES AND PLACEMENT

PAVE-930-C PAVEMENT MARKINGS FOR NON-SIGNALIZED INTERSECTIONS PAVE-935-D LEFT TURN LANE MARKINGS PAVE-940-C RIGHT TURN LANE AND ISLAND PAVEMENT MARKINGS

INTERSECTION, STOP BAR AND CROSSWALK MARKINGS PAVF-945-0 PAVF-955-B ON-STREET PARKING ZONE MARKINGS

PARKING AREA PAVEMENT MARKINGS PAVE-956-0

PAVE-957-A BACK-IN ANGLE PARKING PAVE-960-B SCHOOL MARKINGS RAILROAD GRADE CROSSING PAVEMENT MARKINGS

PAVE-965-D

SIGN LOCATION CODES PLACEMENT SIGN-130-B RAILROAD CROSSING SIGN SIGN-150-D SIGN SUPPORT SELECTION CHARTS

SIGN-200-D STEEL POSTS WOOD POSTS FOUNDATION (BREAK-AWAY) SIGN-230-A

MISCELLANEOUS SIGN CONNECTION DETAILS SIGN-740-B

SIGN-207-D

2. <u>STREET ADDRESS:</u>

TRAFFIC SIGNING SPECIAL DETAILS STANDARD SIGN INSTALLATIONS SIGN-100-G

ROADSIDE SIGN LOCATIONS AND SUPPORT SPACING SIGN-120-F PERFORATED STEEL SQUARE TUBE SIGN BREAKAWAY SYS SIGN-205-A

SITE DATA

SECTION 31, TOWNSHIP 2N, RANGE 6E 1. PROJECT LOCATION: GREEN OAK CHARTER TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

PERFORATED STEEL SQUARE TUBE SIGN BREAKAWAY SYS

BRIGHTON, MI 48116

SESC INFORMATION

- 1. <u>APPROXIMATE DISTURBED AREA:</u> \sim 323,890 SFT = 7.4 AC.
- 2. <u>DISTANCE TO LAKE, STREAMS, PONDS, WETLANDS, STORM WATER BASINS OR COUNTY DRAINS:</u> ~510' TO ON-SITE STORM WATER POND
- 3. <u>DRAINAGE TRIBUTARY:</u> ALL OF THE EXISITNG ON-SITE DRAINAGE FLOWS OVERLAND INTO AN EXISTING ON-SITE STORM SEWER SYSTEM THAT RUNS ALONG THE EAST END OF THE BASEBALL FIELDS. THIS STORM SEWER SYSTEM, FLOWS SOUTH AND EAST AND OUTLETS INTO AN EXISTING STORM WATER DETENTION BASIN LOCATED AT THE SOUTHEAST CORNER OF THE PROPERTY.

| 2.00% | GRADE |
|--|--|
| | EXISTING CONTOUR |
| | PROPOSED CONTOUR |
| EXISTING ELEVATION | 582.34—— |
| PROPOSED ELEVATION | 582.63 EB |
| GND BDG ADJ EB EC IE BW FW TW EX PR LF MP PC FFE TR GRV CB MH STM SAN REM REL FL | GROUND BUILDING ADJUST ITEM EDGE OF HMA EDGE OF CONCRETE INVERT ELEVATION BACK OF WALK FACE OF WALK TOP OF WALK EXISTING PROPOSED LINEAR FEET MID POINT POINT OF CURVATURE FINISHED FLOOR ELEVATOP OF ROCK GRAVEL CATCH BASIN MANHOLE STORM SEWER SANITARY SEWER REMOVE ITEM FLOW LINE |

| MAP UNIT SYMBOL | MAP UNIT NAME | ACRES IN AOI | PERCENT OF AOI |
|-----------------------------|--|--------------|----------------|
| BtA | BOYER-OSHTEMO LOAMY SANDS, 0 TO 2 PERCENT SLOPES | 85.1 | 67.3% |
| BtB | BOYER-OSHTEMO LOAMY SANDS, 2 TO 6 PERCENT SLOPES | 25.2 | 20.0% |
| BtC | BOYER-OSHTEMO LOAMY SANDS, 6 TO 12 PERCENT SLOPES | 5.8 | 4.6% |
| BtD | BOYER-OSHTEMO LOAMY SANDS, 12 TO 18 PERCENT SLOPES | 4.0 | 3.2% |
| BwA | BRONSON LOAMY SAND, 0 TO 2 PERCENT SLOPES | 3.5 | 2.8% |
| FoA | FOX SANDY LOAM, 0 TO 2 PERCENT SLOPES | 1.5 | 1.2% |
| FoB | FOX SANDY LOAM, 2 TO 6 PERCENT SLOPES | 1.3 | 1.0% |
| OkB | OAKVILLE FINE SAND, LOAMY SUBSTRATUM, 0 TO 6 PERCENT SLOPES | 0.0 | 0.0% |
| TOTALS FOR AREA OF INTEREST | | 126.5 | 100.0% |
| | | | |

| ≥ Soil Map—Livingston County, Michigan ເຊິ່ງ ເຊິ່ງ | 83° 45 45' W |
|--|--|
| 271800 271900 272000 272100 272200 272300 272400 272500 27 | 273000 42° 30′ 33″ N 0000LH 00000LH |
| Lee Rd FoB Davis St RM BEA | 0 4709700 4709800 |
| Cheddar Valley, Dr. | 4709600 |
| Soil Map may not be valid at this scale. | 42° 30.6°, N |
| 271700 271800 271900 272000 272100 272200 272300 272400 272500 272600 272700 272800 27 | |
| Natural Resources Conservation Service Web Soil Survey National Cooperative Soil Survey | 6/8/2020 Page 1 of 3 |

NOTE: THE CONSTRUCTION AND DIMENSIONS FOR ALL ATHLETIC FACILITIES SHALL CONFORM TO THE NATIONAL FEDERATION OF STATE HIGH SCHOOL ASSOCIATIONS (NFHS) "COURT AND FIELD DIAGRAM GUIDE", CURRENT EDITION. THE CONTRACTOR SHALL REFÈRENCE THIS GUIDE BEFORE STARTING CONSTRUCTION.

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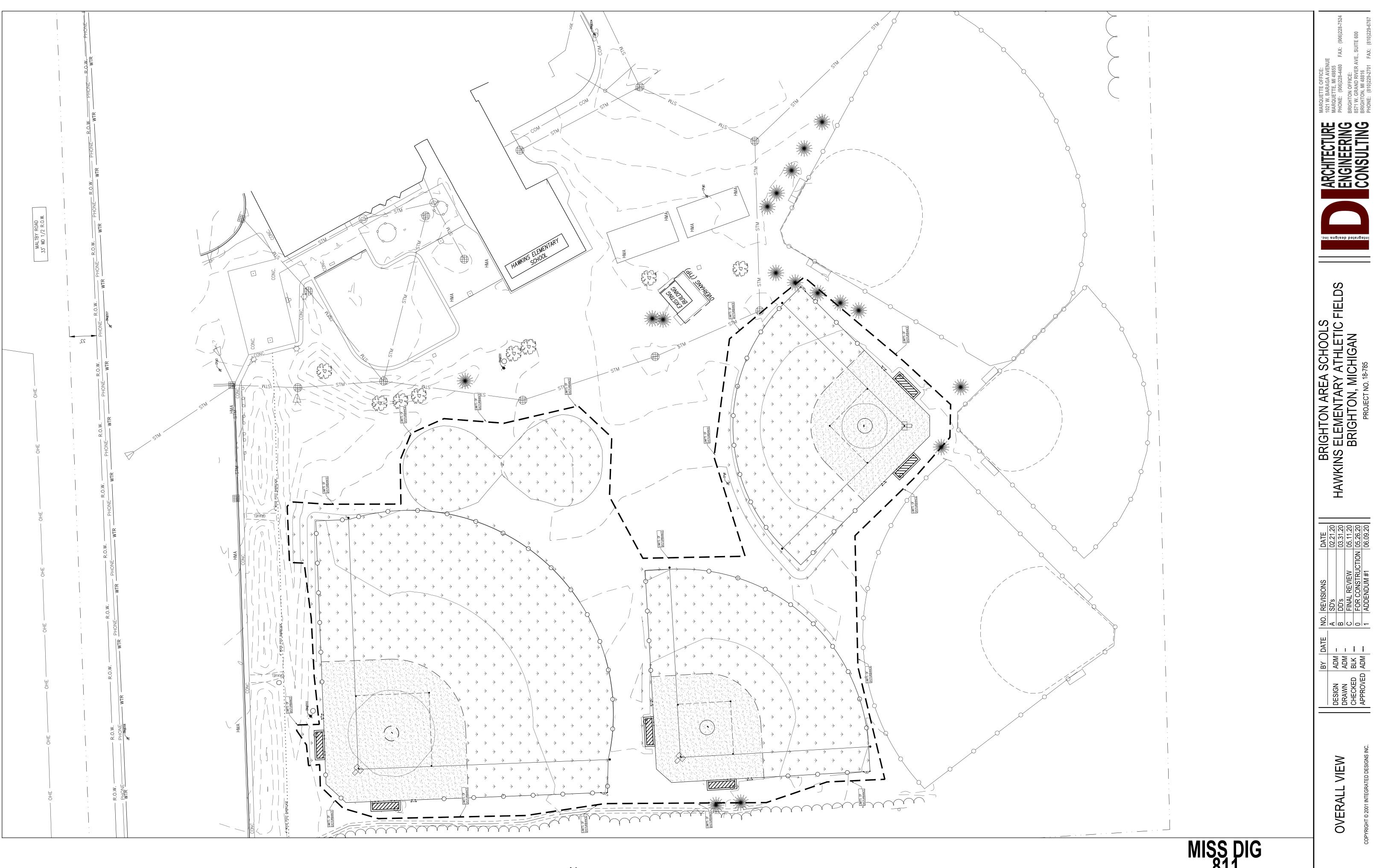
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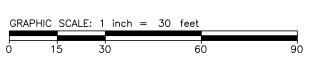


OVERALL VIEW
SCALE: 1 INCH = 50 FEET

Know what's below.
Call before you dig.

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- SEE CURRENT MDOT SPECIFICATIONS FOR MATERIALS AND INSTALLATION REQUIREMENTS UNLESS OTHERWISE SPECIFIED -REMOVE EXISTING VEGETATION, TOPSOIL, GRAVEL, INFIELD MIX AND UNDERLYING MATERIAL AS REQUIRED FOR NEW WORK. SALVAGE TOPSOIL FOR RE-USE AT THIS SITE. SEE SITE PLAN.
- . REMOVE ±466 LF (ENTIRE SITE) OF EXISTING CHAIN LINK FENCE SYSTEM (HEIGHT VARIES 6 FT TO 16 FT) AND ANY ASSOCIATED GATES. REMOVAL OF THE FENCE INCLUDES REMOVAL OF ALL CONCRETE BELOW GRADE.
- 3. REMOVE EXISTING DUGOUTS, WOOD LEAN-TO STYLE, BENCHES. CONCRETE SLABS AND ANY ASSOCIATED BELOW GRADE CONCRETE.
- 4. REMOVE EXISTING TREE AND ANY ASSOCIATED ROOTS.
- 5. DO NOT DISTURB EXISTING WELL.
- 6. REMOVE AND RELOCATE MEMORIAL ROCK. SEE SITE PLAN.
- 7. REMOVE EXISTING CONCRETE BLOCK DUGOUTS, CONCRETE SLABS AND ANY ASSOCIATED BELOW GRADE CONCRETE.
- 8. INSTALL ±670 LF (ENTIRE SITE) OF SEDIMENT CONTROL, SILT FENCE. AT THE COMPLETION OF THE PROJECT, ONCE THE TURF IS WELL ESTABLISHED, REMÔVE
- 9. INSTALL SEDIMENT CONTROL, INLET PROTECTION, FILTER DROP AT CATCHBASINS. AT THE COMPLETION OF THE PROJECT, ONCE THE TURF IS WELL ESTABLISHED, REMOVE INLET PROTECTIONS AND CLEAN ALL ACCUMULATED SEDIMENT FROM THE CATCHBAISN.
- 10. A TRACKING PAD IS REQUIRED AT ALL CONTRACTOR INGRESS/EGRESS LOCATIONS WHERE SEDIMENT MAY BE TRACKED OFF SITE. LOCATION SHOWN IS FOR INFORMATION ONLY AND MAY VARY WITH CONTRACTORS OPERATIONS. SEE DETAIL SHEET.

ALL KEYNOTES ARE SPECIFIC TO THAT SHEET ONLY

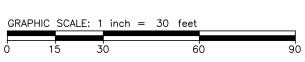


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- . REMOVE ±466 LF (ENTIRE SITE) OF EXISTING CHAIN LINK FENCE SYSTEM (HEIGHT VARIES 6 FT TO 16 FT) AND ANY ASSOCIATED GATES. REMOVAL OF THE FENCE INCLUDES REMOVAL OF ALL CONCRETE BELOW GRADE.
- 3. REMOVE EXISTING DUGOUTS, WOOD LEAN-TO STYLE, BENCHES. CONCRETE SLABS AND ANY ASSOCIATED BELOW GRADE CONCRETE.
- 4. REMOVE EXISTING TREE AND ANY ASSOCIATED ROOTS.
- 5. NOT USED. 6. INSTALL SEDIMENT CONTROL, INLET PROTECTION, FILTER DROP AT CATCHBASINS. AT THE COMPLETION OF THE PROJECT, ONCE THE TURF IS WELL ESTABLISHED, REMOVE INLET PROTECTIONS AND CLEAN ALL ACCUMULATED SEDIMENT FROM THE CATCHBAISN.

ALL KEYNOTES ARE SPECIFIC TO THAT SHEET ONLY

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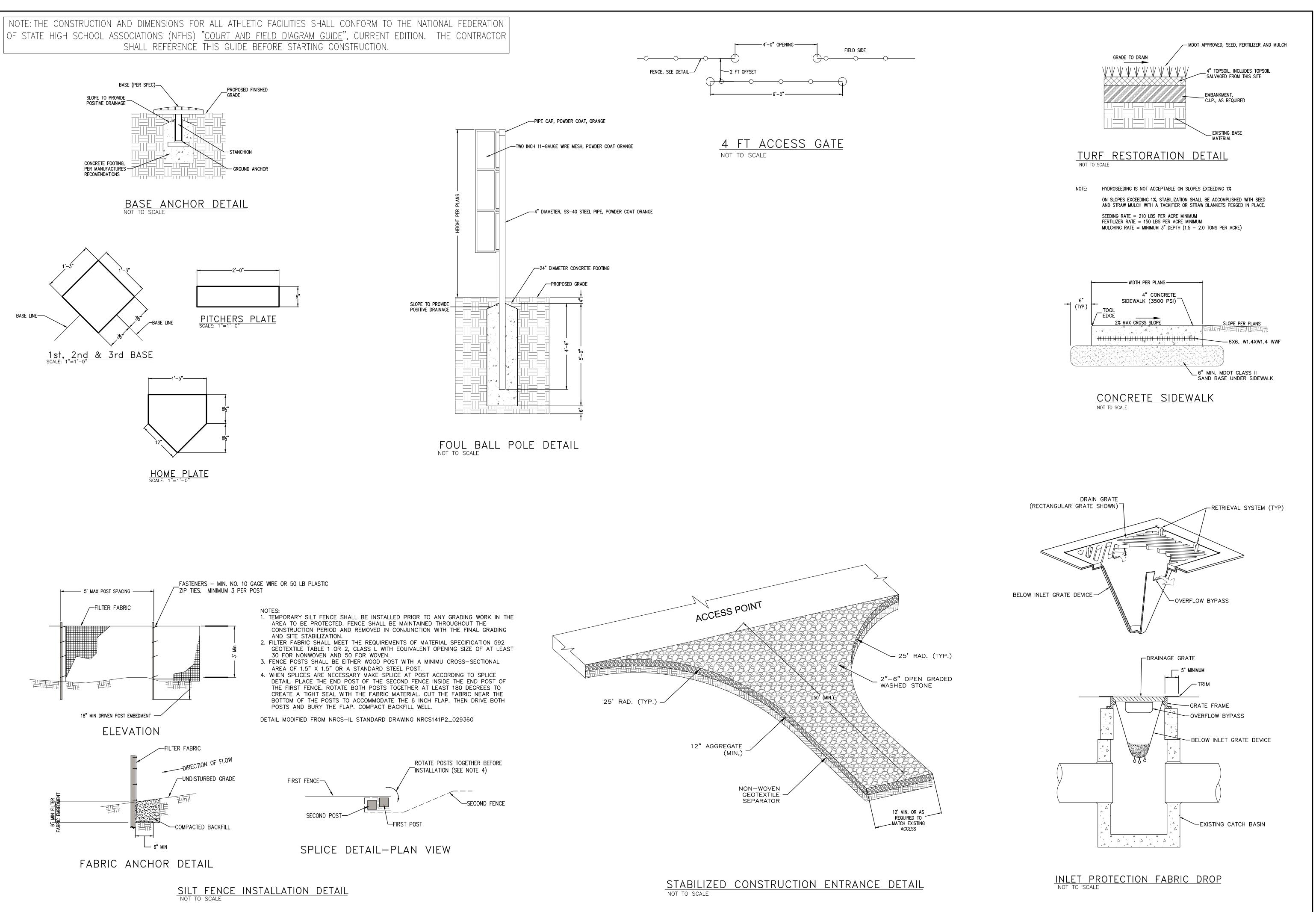
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MARQUETTE, MI 49855
PHONE: (906)228-4480 FAX: (906)228-7:
BRIGHTON OFFICE:
8571 W. GRAND RIVER AVE., SUITE 600
BRIGHTON, MI 48816

ARCHITECTURE 1021
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BRIGHTON AREA SCHOOLS (INS ELEMENTARY ATHLETIC FIELDS BRIGHTON, MICHIGAN

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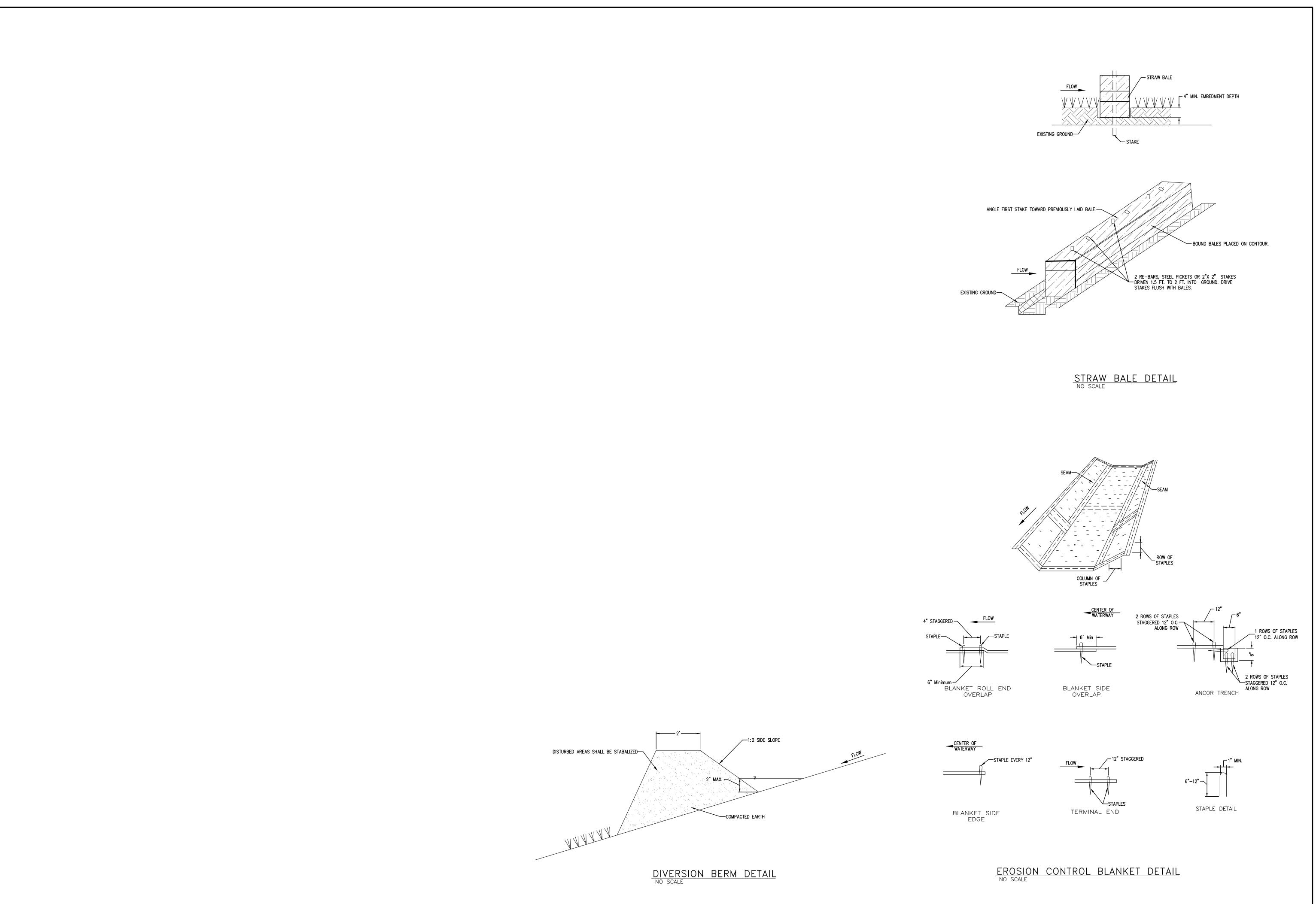
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SITE DETAILS

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BRIGHTON AREA SCHOOLS
INS ELEMENTARY ATHLETIC FIELDS
BRIGHTON, MICHIGAN
PROJECT NO. 18-785 HAWK

DATE 02.21.20 03.31.20 05.11.20 05.26.20 06.09.20

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SITE DETAILS

GENERAL NOTES

- I. ALL WORK SHALL CONFORM TO THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION. 2012 EDITION AND SUPPLEMENTAL SPECIFICATIONS, UNLESS OTHERWISE SPECIFIED IN THE PLANS OR SPECIFICATIONS.
- 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING ALL DIMENSIONS AND SITE CONDITIONS BEFORE PROCEEDING WITH WORK. IF DIMENSIONS ARE IN QUESTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING CLARIFICATION FROM THE ENGINEER BEFORE
- 5. THE CONTRACTOR SHALL BE REQUIRED TO RESTORE ALL EXISTING TURF AREAS WHICH ARE DISTURBED BY CONSTRUCTION ACTIVITIES THROUGHOUT THE PROJECT OR AS SPECIFIED. TURF AREAS SHALL MATCH ADJACENT GRADES IN ADDITION TO GRADES SPECIFIED. TURE RESTORATION CONSISTS OF SCREENED TOPSOIL SURFACE 6 INCH: CHEMICAL FERTILIZER NUTRIENT IF REQUIRED, MDOT SEED MIXTURE TDS; STRAW MULCH BLANKETS AND MULCH ANCHORING. THE CONTRACTOR SHALL BE REQUIRED TO WATER TURF AREAS TO PROMOTE HEALTHY GROWTH UNTIL THE FIRST CUTTING. AT THAT TIME THE OWNER SHALL TAKE ALL RESPONSIBILITY FOR MAINTENANCE.
- 4. THE CONTRACTOR IS RESPONSIBLE TO RESTORE ANY AND ALL AREAS DISTURBED OR DAMAGED OUTSIDE OF THE OWNERS PROPERTY, AS A RESULT OF THE CONTRACTORS OPERATIONS, AT NO ADDITIONAL COST TO THE PROJECT.
- 5. THE CONTRACTOR SHALL COMPLY WITH ALL STATE AND LOCAL REGULATIONS AND ORDINANCES FOR WORK AT THE SITE. THIS SHALL INCLUDE ALL M.I.O.S.H.A. REGULATIONS.
- 6. THE CONTRACTOR SHALL CONTROL NOISE, CARRY OUT A PROGRAM FOR DUST CONTROL AND SHALL ALLOW NO ONSITE BURNING, WITHOUT PRIOR APPROVAL FROM THE OWNER, ENGINEER AND THE LOCAL FIRE DEPARTMENT.
- '. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FEES AND OBTAINING ANY REQUIRED PERMITS FOR WORKING WITHIN THE RIGHT-OF-WAY INCLUDING SEWER TAPS, OFF STREET PARKING, SIDEWALK AND/OR ROAD CLOSURES, SIDEWALK AND CURB REPLACEMENT, ETC. THE CONTRACTOR SHALL PROVIDE THE LOCAL MUNICIPALITY WITH ANY ROAD CLOSURE AND DETOUR PLAN, IF REQUIRED. PRIOR TO PROCEEDING WITH WORK. CONTACT LOCAL MUNICIPALITY FOR REQUIREMENTS BEFORE PROCEEDING WITH WORK.
- 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION STAKING AND LAYOUT FOR THIS PROJECT. THE CONTRACTOR SHALL PROTECT OR PLACE NEW BENCHMARKS AND/OR CONTROL POINTS, AS REQUIRED. AN ELECTRONIC COPY OF THE AUTOCAD ".DWG" FILE SHALL BE PROVIDED TO THE CONTRACTOR OR THEIR SURVEYOR.
- 9. ANY PROPERTY IRONS DAMAGED OR REMOVED BY THE CONTRACTORS OPERATIONS, SHALL BE REPLACED BY A SURVEYOR LICENSED IN THE STATE OF MICHIGAN AT NO COST TO THE PROJECT.
- 10. THE CONTRACTOR WILL BE REQUIRED TO COORDINATE THEIR WORK WITH THE BUILDING CONTRACTORS OR UTILITY COMPANIES' WORK AT NO ADDITIONAL COST TO THE PROJECT.
- II. SITE CLEARING SHALL INCLUDE SURFACE DEBRIS, REMOVING ABOVE AND BELOW GROUND IMPROVEMENTS, ROCKS, DESIGNATED TREES, SHRUBS AND OTHER VEGETATION AND ABANDONED UTILITIES AS NECESSARY TO PERFORM THE WORK IN THE CONTRACT. ALL REMOVAL ITEMS SHALL BECOME THE PROPERTY OF THE CONTRACTOR UNLESS OTHERWISE SPECIFIED. THE CONTRACTOR SHALL PROTECT ALL SURVEY CONTROL POINTS, BENCHMARKS AND/OR EXISTING STRUCTURES TO REMAIN FROM DAMAGE OR DISPLACEMENT.
- 12. TREES IN THE INFLUENCE OF THE PROPOSED NEW WORK SHALL BE REMOVED. TREE REMOVAL SHALL INCLUDE COMPLETE REMOVAL OF THE STUMP AND INCLUDE REMOVAL OF ANY ROOTS WHICH ARE LOCATED WITHIN THE INFLUENCE OF THE SUBBASE EXCAVATION, BUILDING CONSTRUCTION AND UTILITY TRENCH EXCAVATION. WHEN EXCAVATING THROUGH ROOTS, PERFORM WORK BY HAND AND CUT
- 13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DISPOSAL OF REMOVED, SURPLUS AND/OR WASTE MATERIAL FROM THE SITE. ALL TRANSPORTATION AND DISPOSAL OF THE REMOVED ITEMS SHALL BE DONE IN ACCORDANCE WITH THE SPECIFICATION AND ALL LOCAL, STATE AND FEDERAL LAWS.
- 14. SAW CUT EXISTING PAVEMENT TO FULL DEPTH PRIOR TO REMOVAL. WHERE SAW CUT IS REQUIRED IN CONCRETE SLABS AND/OR CURB & GUTTER, SAW CUT FULL DEPTH AT THE NEAREST JOINT. IF A SAWCUT EDGE BECOMES DAMAGED PRIOR TO THE INSTALLATION OF NEW WORK, THE EDGE SHALL BE RECUT, AS DIRECTED BY THE ENGINEER, AND THE PAVEMENT REPLACED AT NO ADDITION COST TO THE

TRAFFIC CONTROL AND MAINTENANCE

- . TRAFFIC SHALL BE MAINTAINED IN ACCORDANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD). 2011 EDITION AND ALL CURRENT MOOT STANDARD PLANS, AS REQUIRED. THE CONTRACTOR SHALL SUBMIT A TRAFFIC MAINTENANCE PLAN TO THE ENGINEER FOR APPROVAL, 10 DAYS PRIOR TO BEGINNING WORK.
- 2. ALL SIGNS, BARRICADES, WARNING LIGHTS AND OTHER TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH THE MMUTCD. SIGNING FOR STREET CLOSURES SHALL BE IN ACCORDANCE WITH THE MMUTCD. ANY SIGNS TEMPORARILY REMOVED DUE TO CONSTRUCTION ACTIVITIES, SHALL BE TEMPORARILY RELOCATED, AS DIRECTED BY THE ENGINEER, UNTIL FINAL RESTORATION IS COMPLETED AND THEN RETURNED TO THEIR ORIGINAL LOCATION.
- 3. DURING CONSTRUCTION ACTIVITIES, THE CONTRACTOR SHALL PLACE THE PROPER CONSTRUCTION SIGNING IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD) AND ALL CURRENT MDOT STANDARD
- 4. THE CONTRACTOR SHALL PROVIDE THE LOCAL MUNICIPALITY WITH ANY ROAD CLOSURE AND DETOUR PLAN, IF REQUIRED, PRIOR TO PROCEEDING WITH WORK. CONTACT LOCAL MUNICIPALITY FOR REQUIREMENTS BEFORE PROCEEDING WITH WORK.

UTILITY NOTES

- 1. UTILITIES AND UTILITY SERVICE INFORMATION, SHOWN ON THE PLANS, ARE BASED ON UTILITY STAKING AND IS FOR INFORMATION ONLY, AS ACTUAL LOCATIONS MAY VARY. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING ALL UTILITY LOCATIONS BEFORE
- 2. FOR THE PROTECTION OF UNDERGROUND UTILTIES AND IN CONFORMANCE WITH PUBLIC ACT 174 OF 2013, THE CONTRACTOR IS REQUIRED TO CONTACT "MISS DIG" BY PHONE AT 811 OR 800-482-7171 OR VIA THE WEB AT EITHER ELOCATE.MISSDIG.ORG FOR SINGLE ADDRESS OR RTE.MISSDIG.ORG, A MINIMUM OF 72 HOURS (EXCLUDING SATURDAYS, SUNDAYS AND HOLIDAYS) IN ADVANCE OF ANY EXCAVATION.
- 3. THE CONTRACTOR WILL BE REQUIRED TO COORDINATE ALL OF THEIR WORK WITH THE UTILITY COMPANIES WORK, IF ANY, AT NO ADDITIONAL COST TO THE PROJECT.
- 4. COSTS AND FEES CHARGED BY THE UTILITY COMPANIES ARE THE RESPONSIBILITY OF THE CONTRACTOR AND ARE TO BE MADE A PART
- 5. DAMAGE TO EXISTING UTILITIES, OUTSIDE THE SCOPE OF WORK SHOWN ON THE PLANS, IS THE RESPONSIBILITY OF THE CONTRACTOR AND REPAIR, AS SUCH, SHALL BE AT NO ADDITIONAL COST TO THE PROJECT.
- 6. IN CASES WHERE EXISTING SEWERS, DRAINS, GAS SERVICE CONNECTIONS, TELEPHONE OR ELECTRICAL FACILITIES, WATER SERVICE CONNECTIONS, ETC. ARE ENCOUNTERED, THE CONTRACTOR SHALL PERFORM THEIR WORK IN SUCH A MANNER THAT THE SERVICE WILL BE UNINTERRUPTED. THE CONTRACTORS METHOD FOR MAINTAINING AND SUPPORTING THE EXISTING UTILITIES AND THEIR SERVICE CONNECTIONS, IF REQUIRED, SHALL BE AS SUCH TO AVOID SETTLEMENT OF THE UTILITIES BEFORE AND AFTER PLACING BACKFILL.
- 7. STORM SEWER MATERIALS AND CONSTRUCTION SHALL CONFORM TO THE CITY OF BRIGHTON STANDARD SPECIFICATION FOR STORM WATER COLLECTION SYSTEMS.
- 8. SANITARY SEWER MATERIALS AND CONSTRUCTION SHALL CONFORM TO THE CITY OF BRIGHTON STANDARD SPECIFICATION FOR SANITARY SEWER COLLECTION SYSTEMS.

10. UTILITY DISINFECTION AND ALL OTHER TESTING AS REQUIRED BY THE GOVERNING CODE IS THE RESPONSIBILITY OF THE CONTRACTOR.

9. SEE ELECTRICAL, MECHANICAL AND PLUMBING PLANS FOR EXACT CONNECTIONS TO PROPOSED BUILDING UTILITIES.



EROSION CONTROL NOTES

- 1. THE SITE CONTRACTOR IS RESPONSIBLE FOR OBTAINING A SOIL EROSION AND SEDIMENTATION CONTROL (SESC) PERMIT FOR THIS PROJECT. CONTACT THE LIVINGSTON COUNTY DRAIN COMMISSIONERS OFFICE FOR MORE INFORMATION AND REQUIREMENTS.
- 2. APPROPRIATE SOIL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE IN PLACE PRIOR TO THE COMMENCEMENT OF EARTH DISTURBING ACTIVITIES AND SHALL REMAIN IN PLACE UNTIL ALL AREAS ARE FULLY RESTORED.
- 3. ALL SOIL EROSION & SEDIMENT CONTROL (SESC) MEASURES PLACED BY THE CONTRACTOR SHALL BE IN FULL COMPLIANCE WITH PUBLIC ACT 347 OF 1972 AS AMENDED AND THE ADMINISTRATIVE RULES. THE CONTRACTOR SHALL HAVE A DEQ CERTIFIED STORM WATER OPERATOR ASSIGNED TO THIS PROJECT.
- 4. A TRACKING PAD IS REQUIRED AT ANY CONTRACTOR INGRESS AND/OR EGRESS LOCATION WHERE SEDIMENT MAY BE TRACKED OFF-SITE. THE CONTRACTOR IS REQUIRED TO CLEAN ADJACENT STREETS OF ACCUMULATED SEDIMENT AS A RESULT OF THE CONTRACTORS ACTIVITY, AS DIRECTED BY THE ENGINEER, AT NO ADDITIONAL COST TO THE PROJECT.
- 5. INSTALL SEDIMENT CONTROL, INLET PROTECTION, FABRIC DROP (\$58) AT EXISTING AND NEWLY CONSTRUCTED CATCH BASINS. AFTER RAIN EVENTS AND AT THE COMPLETION OF THE PROJECT, REMOVE AND CLEAN ALL ACCUMULATED SEDIMENT FROM THE CATCH BASINS. 6. AT THE COMPLETION OF THE PROJECT, ONCE ALL DISTURBED AREAS HAVE BEEN FULLY RESTORED, REMOVE ALL TEMPORARY EROSION
- CONTROL DEVICES AND ANY ACCUMULATED SEDIMENT. 7. THE CONTRACTOR SHALL REMOVE TEMPORARY MEASURES AS SOON AS PERMANENT STABILIZATION OF THE SITE HAS BEEN ESTABLISHED.
- 8. THE CONTRACTOR SHALL RESTORE DISTURBED AREAS AS SOON AS POSSIBLE.

MICHIGAN UNIFIED KEYING SYSTEM SOIL FROSION AND SEDIMENTATION CONTROL

| KEY | BEST MANAGEMENT PRACTICES | SYMBOL | WHERE USED |
|-----|--|--|---|
| | SEDIMENT CONTROLS | | |
| E2 | GRUBBING OMITTED | | FOR USE ON STEEP SLOPES TO PREVENT RILLING, GULLYING AND REDUCE SHEET FLOW VELOCITY OR WHERE CLEAR VISION CORRIDORS ARE NECESSARY. |
| E5 | DUST CONTROL | | FOR USE ON CONSTRUCTION SITES, UNPAVED ROADS, ETC. TO REDUCE DUST AND SEDIMENTATION FROM WIND AND CONSTRUCTION ACTIVITIES. |
| E6 | MULCH | | FOR USE ON IN AREAS SUBJECT TO EROSIVE SURFACE FLOWS OR SEVERE WIND OR ON NEWLY SEEDED AREAS. |
| E7 | TEMPORARY SEEDING | | STABILIZATION METHOD UTILIZED ON CONSTRUCTION SITES WHERE EARTH CHANGE HAS BEEN INITIATED BUT NOT COMPLETED WITHIN A 2 WEEK PERIOD. |
| E8 | PERMANENT SEEDING | AND STORY WILLIAM WILLIAM STORY | STABILIZATION METHOD UTILIZED ON SITES WHERE EARTH CHANGE HAS BEEN COMPLETED (FINAL GRADING ATTAINED). |
| E9 | MULCH BLANKETS | | ON EXPOSED SLOPES, NEWLY SEEDED AREAS, NEW DITCH BOTTOMS OR AREAS SUBJECT TO EROSION. |
| E10 | SODDING | | ON AREAS AND SLOPES WHERE IMMEDIATE STABILIZATION IS REQUIRED. |
| E12 | RIPRAP | -400 | USE ALONG SHORELINES, WATERWAYS, OR WHERE CONCENTRATED FLOWS OCCUR. SLOWS VELOCITY, REDUCES SEDIMENT LOAD, AND REDUCES EROSION. |
| | EROSION CONTROLS | | |
| S31 | CHECK DAM | | USED TO REDUCE SURFACE FLOW VELOCITIES WITHIN CONSTRUCTED AND EXISTING FLOW CORRIDORS. |
| S51 | SILT FENCE | | USED ADJACENT TO CRITICAL AREAS, TO PREVENT SEDIMENT LADEN SHEET FLOW FROM ENTERING THESE AREAS. |
| S53 | STABILIZED CONSTRUCTION ENTRANCE | | USED AT EVERY POINT WHERE CONSTRUCT TRAFFIC ENTERS OR LEAVES A CONSTRUCTION SITE. |
| S55 | SEDIMENT BASIN | | AT THE OUTLET OF DISTURBED AREAS AND AT THE LOCATION OF A PERMANENT DETENTION BASIN. |
| S56 | SEDIMENT TRAP | ш///// | IN SMALL DRAINAGE AREAS, ALONG CONSTRUCTION SITE PERIMETERS AND ABOVE CHECK DAMS OR DRAIN INLETS. |
| S57 | VEGETATED BUFFER/ FILTER STRIP | A manual and a man | USE ALONG SHORELINES, WATERWAYS, OR OTHER SENSITIVE AREAS. SLOWS VELOCITY, REDUCES SEDIMENT LOAD, AND REDUCES EROSION IN AREAS OF SHEET FLOW. |
| S58 | INLET PROTECTION FABRIC DROP | ì | USE AT STORM WATER INLETS, ESPECIALLY AT CONSTRUCTION SITES. |
| S61 | TURBIDITY CURTAIN | | USED DURING CONSTRUCTION ADJACENT TO A WATER RESOURCE, TO CONTAIN SEDIMENT WITHIN THE WORK AREA WHEN OTHER BMP'S CANNOT BE USED. |

PROPOSED SITE WORK

- 1. CONCRETE FOR SIDEWALKS, DUMPSTER PADS, CURB & GUTTER, ETC. SHALL MEET EITHER MDOT GRADE P1 OR S2 SPECIFICATION, UNLESS OTHERWISE SPECIFIED.
- 2. AGGREGATE BASE MATERIAL SHALL MEET MDOT 21AA SPECIFICATIONS AND SHALL BE COMPACTED TO 98% OF MAXIMUM DENSITY, ACCORDING TO THE SPECIFICATIONS.
- 3. SUBBASE AND EMBANKMENT MATERIAL SHALL MEET MDOT CLASS II SPECIFICATIONS AND SHALL BE COMPACTED TO 95% MAXIMUM
- DENSITY, ACCORDING TO THE SPECIFICATIONS.
- 4. PLACE 1/8" EXPANSION JOINT BETWEEN SIDEWALKS AND ANY STRUCTURE. CUT CONTROL JOINTS AT 5' O.C. AND PLACE EXPANSION JOINTS AT 20' O.C. OR AS DIRECTED BY THE ENGINEER.
- 5. PLACE 1" FIBER JOINT AT 400' MAXIMUM INTERVAL IN CURB AND GUTTER. PLACE ½" EXPANSION JOINT BETWEEN CURB AND GUTTER AND CATCH BASINS. PLACE CONTRACTION JOINTS AT 40' MAXIMUM INTERVALS.
- 6. AREAS OF UNSTABLE SUBBASE NOT MEETING COMPACTION REQUIREMENTS, SHALL BE UNDERCUT AND BACKFILLED, IN ACCORDANCE WITH MDOT SUBGRADE UNDERCUTTING, TYPE II. THIS WORK SHALL BE MEASURED BY THE CUBIC YARD (CYD) AND SHALL BE PAID FOR AT
- THE CONTRACT UNIT PRICE FOR "SUBGRADE UNDERCUTTING".
- 7. CURB AND GUTTER RADII ARE DIMENSIONED FROM THE FRONT EDGE OF THE GUTTER PAN.

GRADING

- 1. FINAL GRADING SHALL PROVIDE POSITIVE DRAINAGE ACROSS THE ENTIRE SITE AWAY FROM BUILDINGS.
- 2. THE CONTRACTOR SHALL GRADE THE SITE ACCORDING TO THE GRADING PLAN. IN THE ABSENCE OF A PLAN, THE CONTRACTOR IS TO GRADE THE SITE SO THAT THE NEW GRADES BLEND GENTLY INTO THE EXISTING GRADES. CONTRACTOR TO SLOPE GRADE AWAY FROM BUILDINGS A MINIMUM OF 2 INCHES IN 10 FEET.
- 3. MAINTAIN OPTIMUM MOISTURE CONTENT OF MATERIALS WHEN GRADING.

NOTES APPLYING TO STANDARD PLANS & SPECIAL DETAILS

WHERE THE FOLLOWING ITEMS ARE CALLED FOR ON THE PLANS., THEY ARE TO BE CONSTRUCTED ACCORDING TO THE MICHIGAN DEPARTMENT C TRANSPORTATION (MDOT) STANDARD PLAN LISTED BELOW, UNLESS NOTED OTHERWISE. COPIES OF THESE MDOT STANDARD PLANS CAN BE OBTAINED FROM THE MDOT WEBSITE (WWW.MICHIGAN.GOV/MDOT).

R-29-I

R-37-B

R-82-D

DRIVEWAY OPENINGS & APPROACHES AND CURB AND GUTTER R-30-G CONCRETE CURB AND CONCRETE CURB & GUTTER

BEDDING AND FILLING AROUND PIPE CULVERTS

R-74-D BUMPER & PARKING RAILS AND MISC. WOOD POSTS R-80-E GRANULAR BLANKET, UNDERDRAINS, OUTLET ENDINGS FOR UNDERDRAINS, AND SEWER BULKHEADS

R-83-C UTILITY TRENCHES CULVERT SLOPED END SECTION R-95-F

SOIL EROSION & SEDIMENTATION CONTROL MEASURES R-96-E R-100-H SEEDING AND TREE PLANTING SUPERELEVATION AND PAVEMENT CROWNS

ISOLATION JOINT DETAILS

R-107-H

ROAD SPECIAL DETAILS: DRAINAGE STRUCTURES

R-28-J SIDEWALK RAMP AND DETECTABLE WARNING DETAILS

PAVEMENT MARKING STANDARD PLANS:

PAVE-900-F PAVEMENT ARROW AND MESSAGE DETAILS PAVE-905-D LONGITUDINAL LINE TYPES AND PLACEMENT

PAVE-930-C PAVEMENT MARKINGS FOR NON-SIGNALIZED INTERSECTIONS PAVE-935-D LEFT TURN LANE MARKINGS PAVE-940-C RIGHT TURN LANE AND ISLAND PAVEMENT MARKINGS

INTERSECTION, STOP BAR AND CROSSWALK MARKINGS PAVF-945-0 PAVF-955-B ON-STREET PARKING ZONE MARKINGS

PARKING AREA PAVEMENT MARKINGS PAVE-956-0

PAVE-957-A BACK-IN ANGLE PARKING PAVE-960-B SCHOOL MARKINGS RAILROAD GRADE CROSSING PAVEMENT MARKINGS

PAVE-965-D SIGN LOCATION CODES PLACEMENT

SIGN-130-B RAILROAD CROSSING SIGN SIGN-150-D SIGN SUPPORT SELECTION CHARTS SIGN-200-D STEEL POSTS

SIGN-210-B WOOD POSTS FOUNDATION (BREAK-AWAY) SIGN-230-A

MISCELLANEOUS SIGN CONNECTION DETAILS SIGN-740-B

TRAFFIC SIGNING SPECIAL DETAILS SIGN-100-G

STANDARD SIGN INSTALLATIONS ROADSIDE SIGN LOCATIONS AND SUPPORT SPACING SIGN-120-F

2. <u>STREET ADDRESS:</u>

PERFORATED STEEL SQUARE TUBE SIGN BREAKAWAY SYS SIGN-205-A SIGN-207-D PERFORATED STEEL SQUARE TUBE SIGN BREAKAWAY SYS

SITE DATA

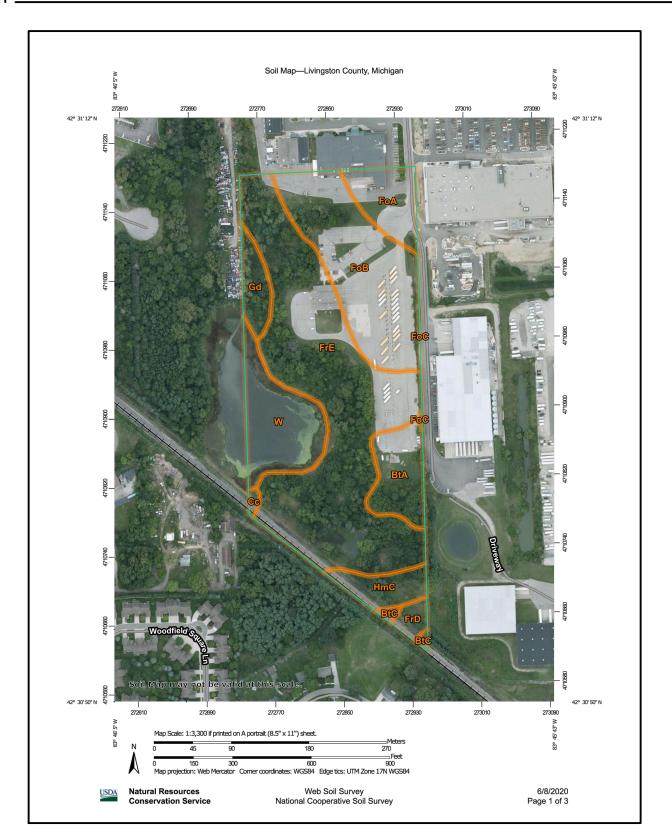
SECTION 32, TOWNSHIP 2N, RANGE 6E 1. PROJECT LOCATION: CITY OF BRIGHTON, LIVINGSTON COUNTY, MICHIGAN

> 5800 BORDERLINE DRIVE BRIGHTON, MI 48116

SESC INFORMATION

- 1. APPROXIMATE DISTURBED AREA: \sim 15,000 SFT = 0.34 AC.
- 2. <u>DISTANCE TO LAKE, STREAMS, PONDS, WETLANDS, STORM WATER BASINS OR COUNTY DRAINS:</u> ~115' TO APPIAN WAY RETENTION AREA

DRAINAGE TRIBUTARY: THE STORM WATER ON THE EXISTING SITE CAN BE DIVIDED INTO TWO BASINS. THE AREA DIRECTLY AROUND THE EXISTING MAINTENANCE BUILDING DRAINS INTO A SERIES OF CATCHBASINS LOCATED TO THE WEST OF THE MAINTENANCE BUILDING AND THEN DRAINS WEST BEFORE DISCHARGING INTO THE APPIAN WAY POND. THE REST OF THE SITE DRAINS INTO A SERIES OF CATCHBASINS LOCATED THROUGHOUT THE BUS PARKING AREA AND DRAINS SOUTH BEFORE DISCHARGING INTO THE APPIAN WAY POND



| MAP UNIT SYMBOL MAP UNIT NAME | | ACRES IN AOI | PERCENT OF AOI |
|--|--|--------------|----------------|
| BtA | BOYER-OSHTEMO LOAMY SANDS, 0 TO 2 PERCENT SLOPES | 1.6 | 6.4% |
| BtC | BOYER-OSHTEMO LOAMY SANDS, 6 TO 12 PERCENT SLOPES | 0.1 | 0.5% |
| Сс | CARLISLE MUCK, 0 TO 2 PERCENT SLOPES | 0.1 | 0.3% |
| FoA | FOX SANDY LOAM, 0 TO 2 PERCENT SLOPES | 1.4 | 5.8% |
| FOB FOX SANDY LOAM, 2 TO 6 PERCENT SLOPES | | 5.1 | 21.0% |
| FoC | FOX SANDY LOAM, 6 TO 12 PERCENT SLOPES | 0.0 | 0.1% |
| FrD | FOX-BOYER COMPLEX, 12 TO 18 PERCENT SLOPES | 0.3 | 1.4% |
| FrE | FOX-BOYER COMPLEX, 18 TO 25 PERCENT SLOPES | 11.5 | 47.1% |
| Gd GILFORD SANDY LOAM, 0 TO 2 PERCENT SLOPES, GRAVELLY SUBSOIL | | 0.8 | 3.2% |
| HmC HILLSDALE-MIAMI LOAMS, 6 TO 12 PERCENT SLOPES | | 0.9 | 3.8% |
| W WATER | | 2.5 | 10.4% |
| TOTALS | FOR AREA OF INTEREST | 24.3 | 100.0% |
| | | | |

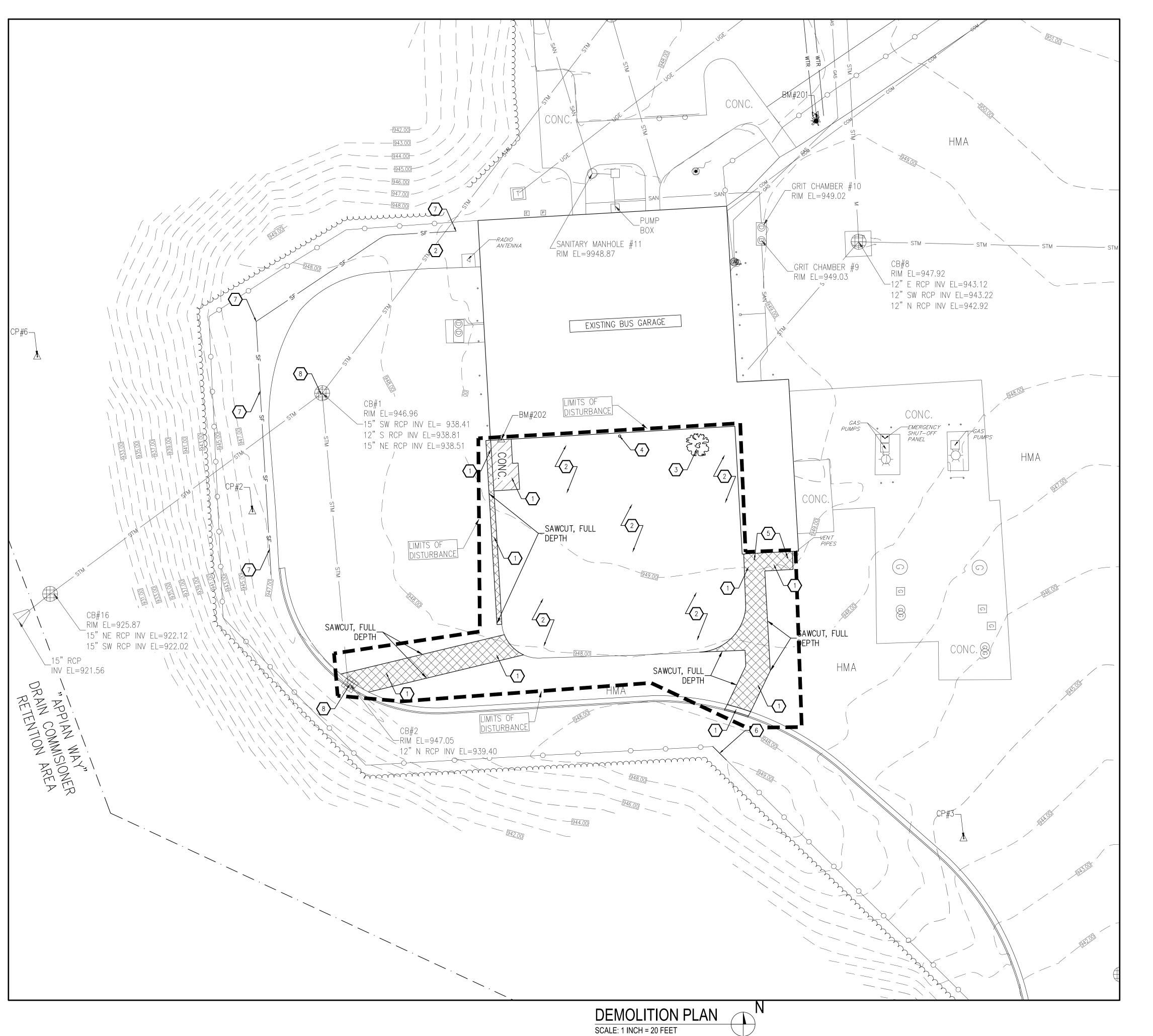
| LE | GEND |
|--|--|
| 2.00% _E | GRADE |
| | EXISTING CONTOUR |
| | PROPOSED CONTOUR |
| EXISTING ELEVATION | 582.34—— |
| PROPOSED ELEVATION | 582.63 EB |
| GND BDG ADJ EB EC IE BW FW TW EX PR LF MP PC FFE TR GRV CB MH STM SAN REM REL FL | GROUND BUILDING ADJUST ITEM EDGE OF HMA EDGE OF CONCRETE INVERT ELEVATION BACK OF WALK FACE OF WALK TOP OF WALK EXISTING PROPOSED LINEAR FEET MID POINT POINT OF CURVATURE FINISHED FLOOR ELEVATIO TOP OF ROCK GRAVEL CATCH BASIN MANHOLE STORM SEWER SANITARY SEWER REMOVE ITEM FLOW LINE |

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BRIGHTON AREA SCHOOLS MAINTENANCE BUILDING BRIGHTON, MICHIGAN

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NOTE: THE CONSTRUCTION AND DIMENSIONS FOR ALL ATHLETIC FACILITIES SHALL CONFORM TO THE NATIONAL FEDERATION OF STATE HIGH SCHOOL ASSOCIATIONS (NFHS) "COURT AND FIELD DIAGRAM GUIDE", CURRENT EDITION. THE CONTRACTOR SHALL REFÈRENCE THIS GUIDE BEFORE STARTING CONSTRUCTION.



1 KEYNOTES 9

- SEE CURRENT MDOT SPECIFICATIONS FOR MATERIALS AND INSTALLATION REQUIREMENTS UNLESS OTHERWISE SPECIFIED -

REMOVE EXISTING HMA, CONCRETE SIDEWALKS & SLABS, CURBS, GRAVEL AND UNDERLYING MATERIAL AS REQUIRED FOR NEW WORK. SAWCUT EXISTING PAVEMENT TO FULL DEPTH PRIOR TO REMOVAL. IF A SAWCUT EDGE BECOMES DAMAGED PRIOR TO THE INSTALLATION OF NEW MATERIAL, THE EDGE SHALL BE RECUT AS DIRECTED BY THE OWNER AND THE PAVEMENTS REPLACED AT NO ADDITIONAL COST TO THE

- 2. REMOVE EXISTING TOPSOIL AND UNDERLYING MATERIAL AS REQUIRED FOR NEW WORK. SEE SITE PLAN.
- 4. ADJUST EXISTING SANITARY SEWER CLEANOUT AS REQUIRED TO ACCOMMODATE BUILDING ADDITION. COORDINATE WITH THE PLUMBING AND BUILDING CONTRACTOR AS REQUIRED. SEE SITE, ARCHITECTURAL AND PLUMBING PLANS FOR MORE INFORMATION.
- 6. REMOVE ±8 LF OF EXISTING 8 FT TALL CHAIN LINK FENCE TO COMPLETE THE WORK. SALVAGE FENCE FOR RE-INSTALLATION AT THIS SITE.
- . INSTALL ±180 LF OF SEDIMENT CONTROL, SILT FENCE. AT THE COMPLETION OF THE PROJECT, ONCE THE TURF IS WELL ESTABLISHED, REMOVE 8. INSTALL SEDIMENT CONTROL, INLET PROTECTION, FILTER DROP AT CATCHBASINS. AT THE COMPLETION OF THE PROJECT, ONCE THE TURF IS
- 9. A TRACKING PAD IS REQUIRED AT ALL CONTRACTOR INGRESS/EGRESS LOCATIONS WHERE SEDIMENT MAY BE TRACKED OFF SITE. LOCATION SHOWN IS FOR INFORMATION ONLY AND MAY VARY WITH CONTRACTORS OPERATIONS. SEE DETAIL SHEET.

CONC. REMOVAL LIMITS

ALL KEYNOTES ARE SPECIFIC TO THAT SHEET ONLY

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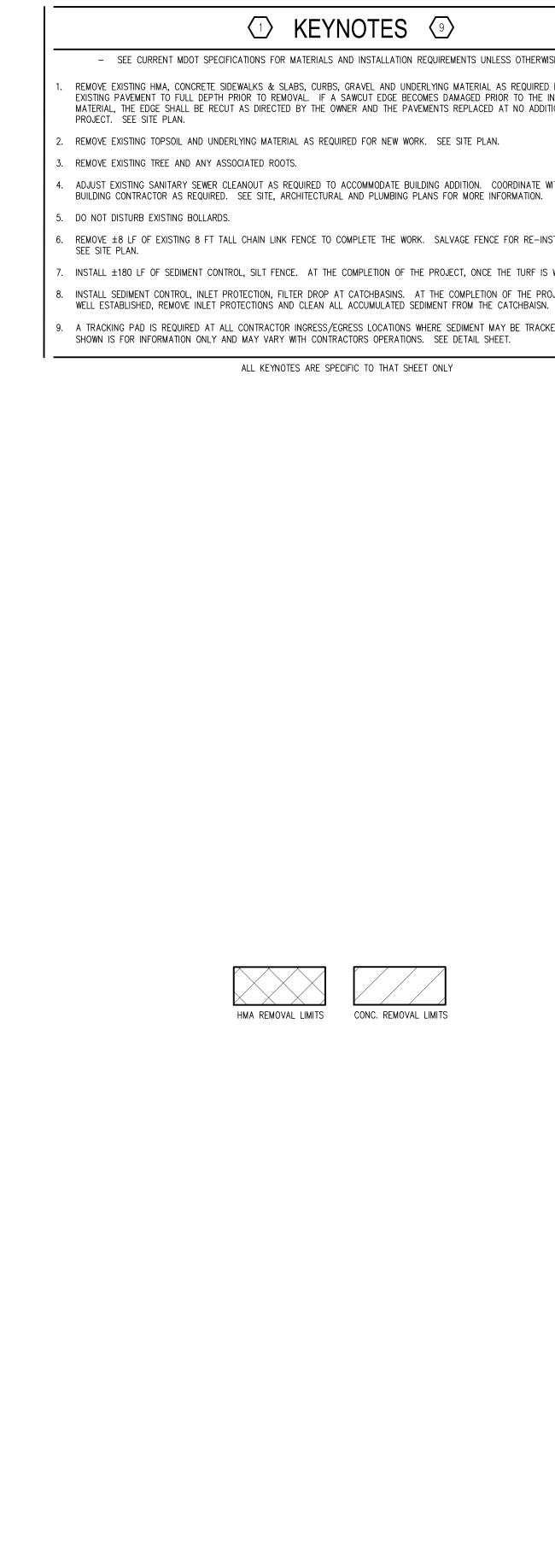
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A DD's
B FINAL REVIEW
0 FOR CONSTRUCTION (1)
1 ADDENDUM #1

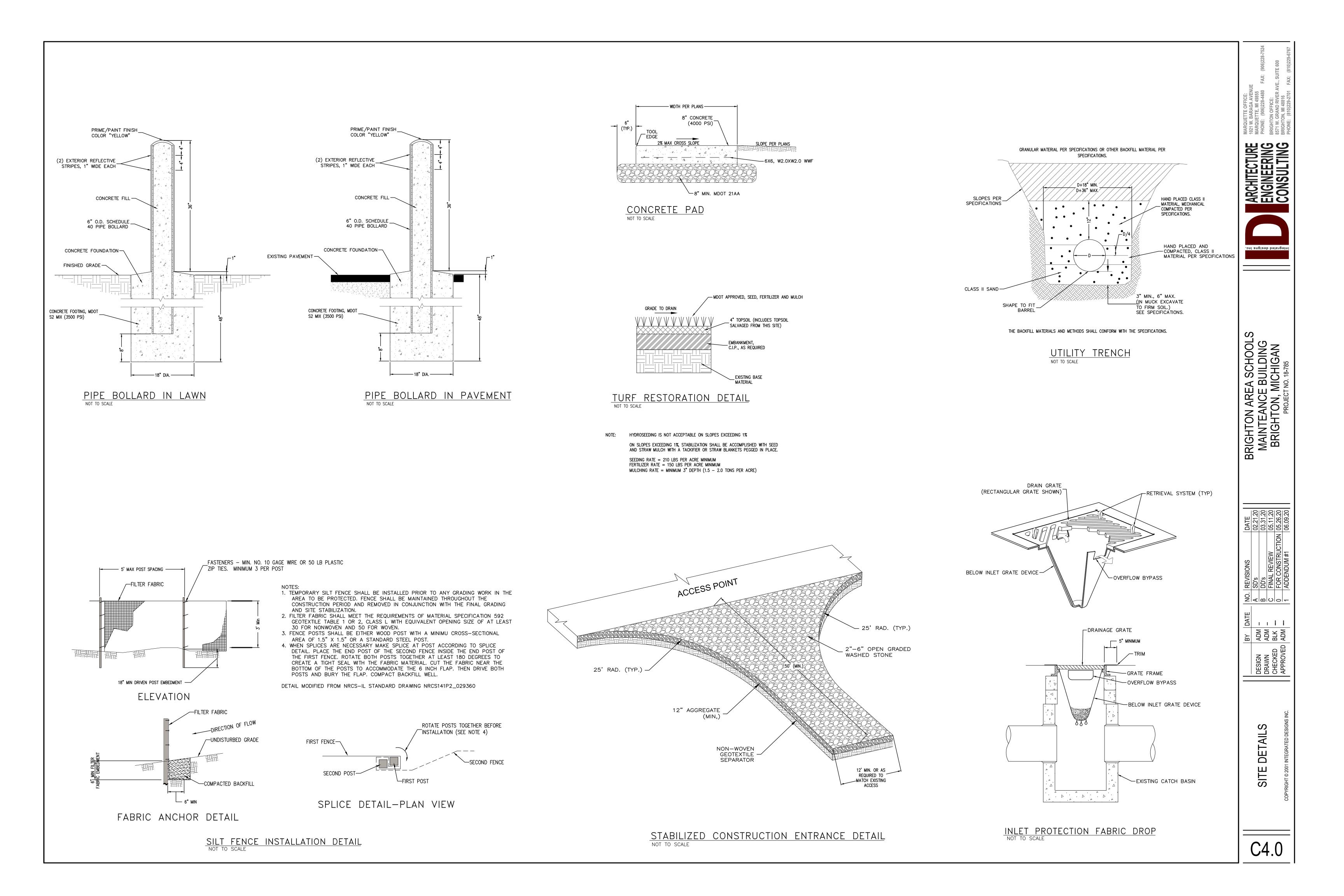
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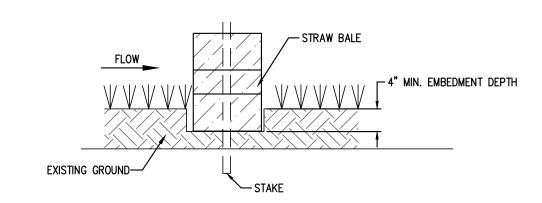
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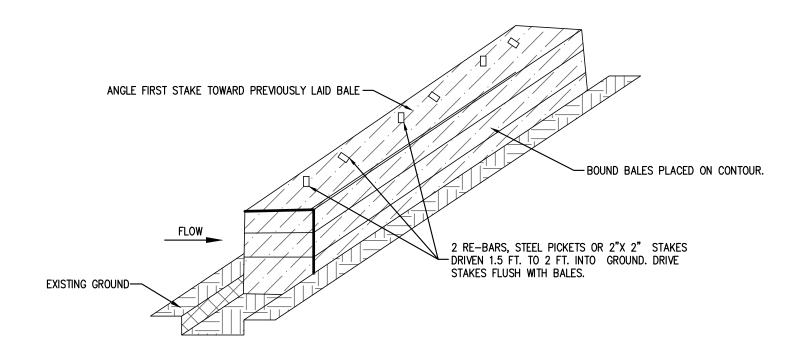
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Know what's below.
Call before you dig.

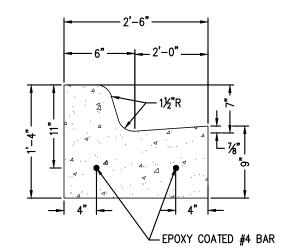




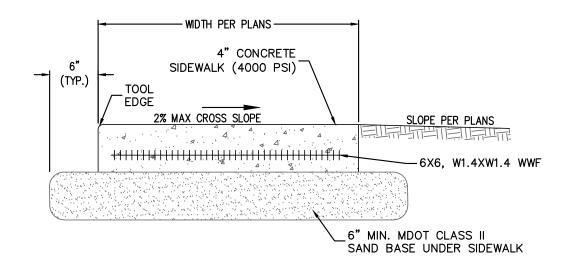




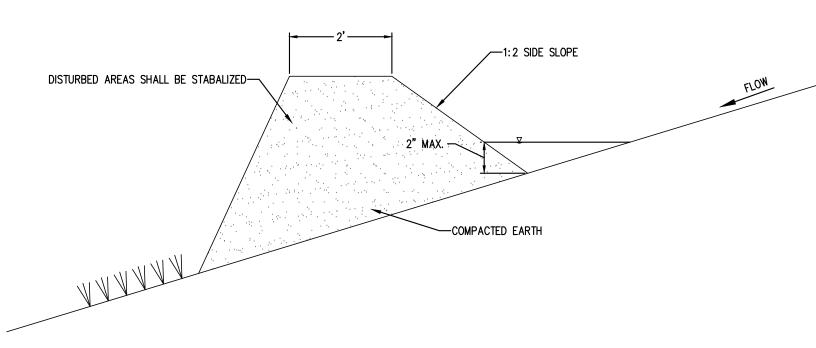
STRAW BALE DETAIL
NO SCALE



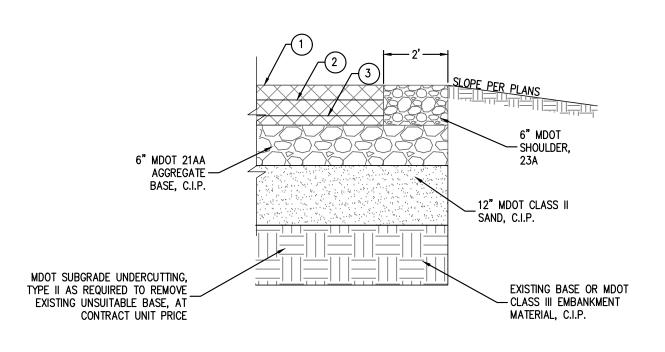
CURB, TYPE 1
NOT TO SCALE



CONCRETE SIDEWALK NOT TO SCALE

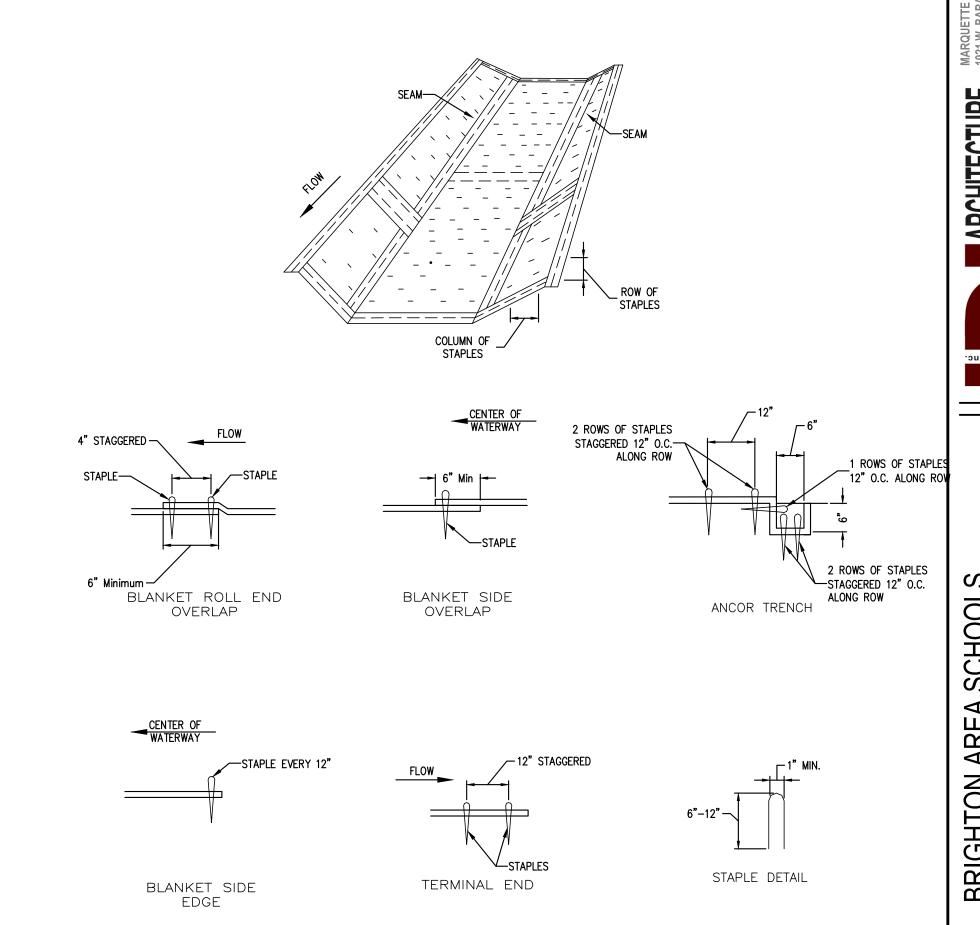


DIVERSION BERM DETAIL
NO SCALE

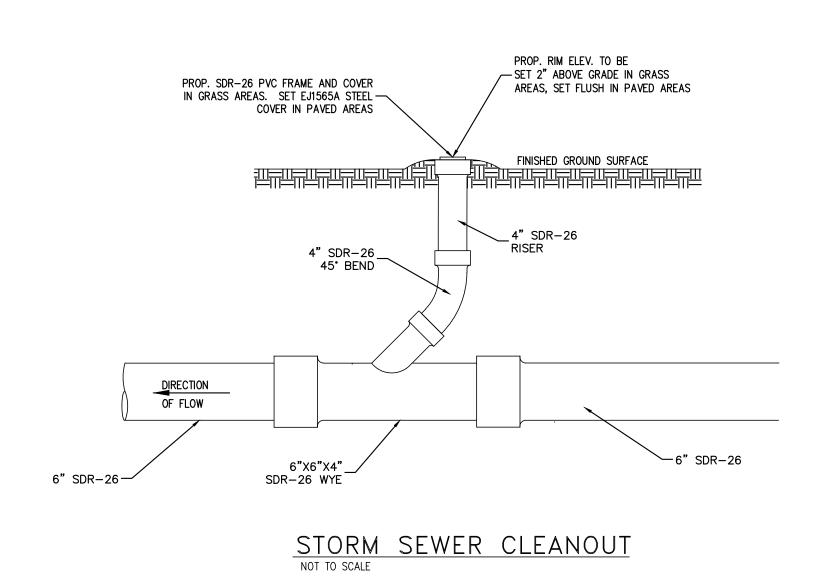


TYPICAL PAVEMENT STRUCTURE
NOT TO SCALE

| HMA APPLICATION TABLE | | | | | |
|-----------------------|------------------|---------------------|----------------------|--------------------|--|
| IDENT. NO. | ITEM | APPLICATION RATE | PERFORMANCE GRADE | REMARKS | |
| | HMA, 5E1 | 165#/SYD | 58-22 | TOP COURSE | |
| 2 | HMA, 4E1 | 165#/SYD | 58-22 | LEVELING COURSE | |
| 3 | HMA, 4E1 | 275#/SYD | 58-22 | BASE COURSE | |
| N/A | HAND PATCHING | VARIES | 64-28 | AS REQUIRED | |
| HMA BON | ID COAT | 0.05 - 0.15 | GAL/SYD | FOR INFO ONLY | |



EROSION CONTROL BLANKET DETAIL
NO SCALE



DETAIL SITE

DATE 02.21.20 03.31.20 05.11.20 05.26.20 06.09.20

NO C B A O C

GENERAL NOTES

- I. ALL WORK SHALL CONFORM TO THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION, 2012 EDITION AND SUPPLEMENTAL SPECIFICATIONS, UNLESS OTHERWISE SPECIFIED IN THE PLANS OR SPECIFICATIONS.
- 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING ALL DIMENSIONS AND SITE CONDITIONS BEFORE PROCEEDING WITH WORK. IF DIMENSIONS ARE IN QUESTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING CLARIFICATION FROM THE ENGINEER BEFORE
- 5. THE CONTRACTOR SHALL BE REQUIRED TO RESTORE ALL EXISTING TURF AREAS WHICH ARE DISTURBED BY CONSTRUCTION ACTIVITIES THROUGHOUT THE PROJECT OR AS SPECIFIED. TURF AREAS SHALL MATCH ADJACENT GRADES IN ADDITION TO GRADES SPECIFIED. TURF RESTORATION CONSISTS OF: SCREENED TOPSOIL SURFACE, 6 INCH; CHEMICAL FERTILIZER NUTRIENT, IF REQUIRED; MDOT SEED MIXTURE TDS; STRAW MULCH BLANKETS AND MULCH ANCHORING. THE CONTRACTOR SHALL BE REQUIRED TO WATER TURF AREAS TO PROMOTE HEALTHY GROWTH UNTIL THE FIRST CUTTING. AT THAT TIME THE OWNER SHALL TAKE ALL RESPONSIBILITY FOR MAINTENANCE.
- 4. THE CONTRACTOR IS RESPONSIBLE TO RESTORE ANY AND ALL AREAS DISTURBED OR DAMAGED OUTSIDE OF THE OWNERS PROPERTY, AS A RESULT OF THE CONTRACTORS OPERATIONS, AT NO ADDITIONAL COST TO THE PROJECT.
- 5. THE CONTRACTOR SHALL COMPLY WITH ALL STATE AND LOCAL REGULATIONS AND ORDINANCES FOR WORK AT THE SITE. THIS SHALL INCLUDE ALL M.I.O.S.H.A. REGULATIONS.
- 6. THE CONTRACTOR SHALL CONTROL NOISE, CARRY OUT A PROGRAM FOR DUST CONTROL AND SHALL ALLOW NO ONSITE BURNING, WITHOUT PRIOR APPROVAL FROM THE OWNER, ENGINEER AND THE LOCAL FIRE DEPARTMENT.
- '. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FEES AND OBTAINING ANY REQUIRED PERMITS FOR WORKING WITHIN THE RIGHT-OF-WAY INCLUDING SEWER TAPS, OFF STREET PARKING, SIDEWALK AND/OR ROAD CLOSURES, SIDEWALK AND CURB REPLACEMENT, ETC. THE CONTRACTOR SHALL PROVIDE THE LOCAL MUNICIPALITY WITH ANY ROAD CLOSURE AND DETOUR PLAN, IF REQUIRED, PRIOR TO PROCEEDING WITH WORK. CONTACT LOCAL MUNICIPALITY FOR REQUIREMENTS BEFORE PROCEEDING WITH WORK.
- 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION STAKING AND LAYOUT FOR THIS PROJECT. THE CONTRACTOR SHALL PROTECT OR PLACE NEW BENCHMARKS AND/OR CONTROL POINTS, AS REQUIRED. AN ELECTRONIC COPY OF THE AUTOCAD ".DWG" FILE SHALL BE PROVIDED TO THE CONTRACTOR OR THEIR SURVEYOR.
- 9. ANY PROPERTY IRONS DAMAGED OR REMOVED BY THE CONTRACTORS OPERATIONS, SHALL BE REPLACED BY A SURVEYOR LICENSED IN THE STATE OF MICHIGAN AT NO COST TO THE PROJECT.
- 10. THE CONTRACTOR WILL BE REQUIRED TO COORDINATE THEIR WORK WITH THE BUILDING CONTRACTORS OR UTILITY COMPANIES' WORK AT NO ADDITIONAL COST TO THE PROJECT.
- 11. SITE CLEARING SHALL INCLUDE SURFACE DEBRIS, REMOVING ABOVE AND BELOW GROUND IMPROVEMENTS, ROCKS, DESIGNATED TREES, SHRUBS AND OTHER VEGETATION AND ABANDONED UTILITIES AS NECESSARY TO PERFORM THE WORK IN THE CONTRACT. ALL REMOVAL ITEMS SHALL BECOME THE PROPERTY OF THE CONTRACTOR UNLESS OTHERWISE SPECIFIED. THE CONTRACTOR SHALL PROTECT ALL SURVEY CONTROL POINTS, BENCHMARKS AND/OR EXISTING STRUCTURES TO REMAIN FROM DAMAGE OR DISPLACEMENT.
- 12. TREES IN THE INFLUENCE OF THE PROPOSED NEW WORK SHALL BE REMOVED. TREE REMOVAL SHALL INCLUDE COMPLETE REMOVAL OF THE STUMP AND INCLUDE REMOVAL OF ANY ROOTS WHICH ARE LOCATED WITHIN THE INFLUENCE OF THE SUBBASE EXCAVATION, BUILDING CONSTRUCTION AND UTILITY TRENCH EXCAVATION. WHEN EXCAVATING THROUGH ROOTS, PERFORM WORK BY HAND AND CUT
- 13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DISPOSAL OF REMOVED, SURPLUS AND/OR WASTE MATERIAL FROM THE SITE. ALL TRANSPORTATION AND DISPOSAL OF THE REMOVED ITEMS SHALL BE DONE IN ACCORDANCE WITH THE SPECIFICATION AND ALL LOCAL, STATE AND FEDERAL LAWS.
- 14. SAW CUT EXISTING PAVEMENT TO FULL DEPTH PRIOR TO REMOVAL. WHERE SAW CUT IS REQUIRED IN CONCRETE SLABS AND/OR CURB & GUTTER, SAW CUT FULL DEPTH AT THE NEAREST JOINT. IF A SAWCUT EDGE BECOMES DAMAGED PRIOR TO THE INSTALLATION OF NEW WORK, THE EDGE SHALL BE RECUT, AS DIRECTED BY THE ENGINEER, AND THE PAVEMENT REPLACED AT NO ADDITION COST TO THE

TRAFFIC CONTROL AND MAINTENANCE

- . TRAFFIC SHALL BE MAINTAINED IN ACCORDANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD), 2011 EDITION AND ALL CURRENT MDOT STANDARD PLANS, AS REQUIRED. THE CONTRACTOR SHALL SUBMIT A TRAFFIC MAINTENANCE PLAN TO THE ENGINEER FOR APPROVAL, 10 DAYS PRIOR TO BEGINNING WORK.
- 2. ALL SIGNS, BARRICADES, WARNING LIGHTS AND OTHER TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH THE MMUTCD. SIGNING FOR STREET CLOSURES SHALL BE IN ACCORDANCE WITH THE MMUTCD. ANY SIGNS TEMPORARILY REMOVED DUE TO CONSTRUCTION ACTIVITIES, SHALL BE TEMPORARILY RELOCATED, AS DIRECTED BY THE ENGINEER, UNTIL FINAL RESTORATION IS COMPLETED AND THEN RETURNED TO THEIR ORIGINAL LOCATION.
- 3. DURING CONSTRUCTION ACTIVITIES, THE CONTRACTOR SHALL PLACE THE PROPER CONSTRUCTION SIGNING IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD) AND ALL CURRENT MDOT STANDARD
- 4. THE CONTRACTOR SHALL PROVIDE THE LOCAL MUNICIPALITY WITH ANY ROAD CLOSURE AND DETOUR PLAN, IF REQUIRED, PRIOR TO PROCEEDING WITH WORK. CONTACT LOCAL MUNICIPALITY FOR REQUIREMENTS BEFORE PROCEEDING WITH WORK.

UTILITY NOTES

- 1. UTILITIES AND UTILITY SERVICE INFORMATION, SHOWN ON THE PLANS, ARE BASED ON UTILITY STAKING AND IS FOR INFORMATION ONLY, AS ACTUAL LOCATIONS MAY VARY. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING ALL UTILITY LOCATIONS BEFORE
- 2. FOR THE PROTECTION OF UNDERGROUND UTILTIES AND IN CONFORMANCE WITH PUBLIC ACT 174 OF 2013, THE CONTRACTOR IS REQUIRED TO CONTACT "MISS DIG" BY PHONE AT 811 OR 800-482-7171 OR VIA THE WEB AT EITHER ELOCATE.MISSDIG.ORG FOR SINGLE ADDRESS OR RTE.MISSDIG.ORG, A MINIMUM OF 72 HOURS (EXCLUDING SATURDAYS, SUNDAYS AND HOLIDAYS) IN ADVANCE OF ANY EXCAVATION.
- 3. THE CONTRACTOR WILL BE REQUIRED TO COORDINATE ALL OF THEIR WORK WITH THE UTILITY COMPANIES WORK, IF ANY, AT NO

ADDITIONAL COST TO THE PROJECT.

- 4. COSTS AND FEES CHARGED BY THE UTILITY COMPANIES ARE THE RESPONSIBILITY OF THE CONTRACTOR AND ARE TO BE MADE A PART
- 5. DAMAGE TO EXISTING UTILITIES, OUTSIDE THE SCOPE OF WORK SHOWN ON THE PLANS, IS THE RESPONSIBILITY OF THE CONTRACTOR AND REPAIR, AS SUCH, SHALL BE AT NO ADDITIONAL COST TO THE PROJECT.
- 6. IN CASES WHERE EXISTING SEWERS, DRAINS, GAS SERVICE CONNECTIONS, TELEPHONE OR ELECTRICAL FACILITIES, WATER SERVICE CONNECTIONS, ETC. ARE ENCOUNTERED, THE CONTRACTOR SHALL PERFORM THEIR WORK IN SUCH A MANNER THAT THE SERVICE WILL BE UNINTERRUPTED. THE CONTRACTORS METHOD FOR MAINTAINING AND SUPPORTING THE EXISTING UTILITIES AND THEIR SERVICE CONNECTIONS, IF REQUIRED, SHALL BE AS SUCH TO AVOID SETTLEMENT OF THE UTILITIES BEFORE AND AFTER PLACING BACKFILL.
- 7. STORM SEWER MATERIALS AND CONSTRUCTION SHALL CONFORM TO THE CITY OF BRIGHTON STANDARD SPECIFICATION FOR STORM WATER COLLECTION SYSTEMS.
- 8. SANITARY SEWER MATERIALS AND CONSTRUCTION SHALL CONFORM TO THE CITY OF BRIGHTON STANDARD SPECIFICATION FOR SANITARY SEWER COLLECTION SYSTEMS.
- 9. SEE ELECTRICAL, MECHANICAL AND PLUMBING PLANS FOR EXACT CONNECTIONS TO PROPOSED BUILDING UTILITIES.
- 10. UTILITY DISINFECTION AND ALL OTHER TESTING AS REQUIRED BY THE GOVERNING CODE IS THE RESPONSIBILITY OF THE CONTRACTOR.



EROSION CONTROL NOTES

- 1. THE SITE CONTRACTOR IS RESPONSIBLE FOR OBTAINING A SOIL EROSION AND SEDIMENTATION CONTROL (SESC) PERMIT FOR THIS PROJECT. CONTACT THE LIVINGSTON COUNTY DRAIN COMMISSIONERS OFFICE FOR MORE INFORMATION AND REQUIREMENTS.
- 2. APPROPRIATE SOIL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE IN PLACE PRIOR TO THE COMMENCEMENT OF EARTH DISTURBING ACTIVITIES AND SHALL REMAIN IN PLACE UNTIL ALL AREAS ARE FULLY RESTORED.
- 3. ALL SOIL EROSION & SEDIMENT CONTROL (SESC) MEASURES PLACED BY THE CONTRACTOR SHALL BE IN FULL COMPLIANCE WITH PUBLIC ACT 347 OF 1972 AS AMENDED AND THE ADMINISTRATIVE RULES. THE CONTRACTOR SHALL HAVE A DEQ CERTIFIED STORM WATER OPERATOR ASSIGNED TO THIS PROJECT.
- 4. A TRACKING PAD IS REQUIRED AT ANY CONTRACTOR INGRESS AND/OR EGRESS LOCATION WHERE SEDIMENT MAY BE TRACKED OFF-SITE. THE CONTRACTOR IS REQUIRED TO CLEAN ADJACENT STREETS OF ACCUMULATED SEDIMENT AS A RESULT OF THE CONTRACTORS ACTIVITY, AS DIRECTED BY THE ENGINEER, AT NO ADDITIONAL COST TO THE PROJECT.
- 5. INSTALL SEDIMENT CONTROL, INLET PROTECTION, FABRIC DROP (S58) AT EXISTING AND NEWLY CONSTRUCTED CATCH BASINS. AFTER RAIN EVENTS AND AT THE COMPLETION OF THE PROJECT, REMOVE AND CLEAN ALL ACCUMULATED SEDIMENT FROM THE CATCH BASINS.
- 6. AT THE COMPLETION OF THE PROJECT, ONCE ALL DISTURBED AREAS HAVE BEEN FULLY RESTORED, REMOVE ALL TEMPORARY EROSION CONTROL DEVICES AND ANY ACCUMULATED SEDIMENT.
- 7. THE CONTRACTOR SHALL REMOVE TEMPORARY MEASURES AS SOON AS PERMANENT STABILIZATION OF THE SITE HAS BEEN ESTABLISHED. 8. THE CONTRACTOR SHALL RESTORE DISTURBED AREAS AS SOON AS POSSIBLE.

MICHIGAN UNIFIED KEYING SYSTEM SOIL FROSION AND SEDIMENTATION CONTROL

| KEY | BEST MANAGEMENT PRACTICES | SYMBOL | WHERE USED |
|------|--|--------------------|---|
| NL I | SEDIMENT CONTROLS | STINIDOL | WHENE OSED |
| E2 | GRUBBING OMITTED | | FOR USE ON STEEP SLOPES TO PREVENT RILLING, GULLYING AND REDUCE SHEET FLOW VELOCITY OR WHERE CLEAR VISION CORRIDORS ARE NECESSARY. |
| E5 | DUST CONTROL | | FOR USE ON CONSTRUCTION SITES, UNPAVED ROADS, ETC. TO REDUCE DUST AND SEDIMENTATION FROM WIND AND CONSTRUCTION ACTIVITIES. |
| E6 | MULCH | | FOR USE ON IN AREAS SUBJECT TO EROSIVE SURFACE FLOWS OR SEVERE WIND OR ON NEWLY SEEDED AREAS. |
| E7 | TEMPORARY SEEDING | | STABILIZATION METHOD UTILIZED ON CONSTRUCTION SITES WHERE EARTH CHANGE HAS BEEN INITIATED BUT NOT COMPLETED WITHIN A 2 WEEK PERIOD. |
| E8 | PERMANENT SEEDING | Silver Waland Ward | STABILIZATION METHOD UTILIZED ON SITES WHERE EARTH CHANGE HAS BEEN COMPLETED (FINAL GRADING ATTAINED). |
| E9 | MULCH BLANKETS | | ON EXPOSED SLOPES, NEWLY SEEDED AREAS, NEW DITCH BOTTOMS OR AREAS SUBJECT TO EROSION. |
| E10 | SODDING | | ON AREAS AND SLOPES WHERE IMMEDIATE STABILIZATION IS REQUIRED. |
| E12 | RIPRAP | -1000 | USE ALONG SHORELINES, WATERWAYS, OR WHERE CONCENTRATED FLOWS OCCUR. SLOWS VELOCITY, REDUCES SEDIMENT LOAD, AND REDUCES EROSION. |
| | EROSION CONTROLS | | |
| S31 | CHECK DAM | | USED TO REDUCE SURFACE FLOW VELOCITIES WITHIN CONSTRUCTED AND EXISTING FLOW CORRIDORS. |
| S51 | SILT FENCE | | USED ADJACENT TO CRITICAL AREAS, TO PREVENT SEDIMENT LADEN SHEET FLOW FROM ENTERING THESE AREAS. |
| S53 | STABILIZED CONSTRUCTION ENTRANCE | | USED AT EVERY POINT WHERE CONSTRUCT TRAFFIC ENTERS OR LEAVES A CONSTRUCTION SITE. |
| S55 | SEDIMENT BASIN | | AT THE OUTLET OF DISTURBED AREAS AND AT THE LOCATION OF A PERMANENT DETENTION BASIN. |
| S56 | SEDIMENT TRAP | ш///// | IN SMALL DRAINAGE AREAS, ALONG CONSTRUCTION SITE PERIMETERS AND ABOVE CHECK DAMS OR DRAIN INLETS. |
| S57 | VEGETATED BUFFER/ FILTER STRIP | | USE ALONG SHORELINES, WATERWAYS, OR OTHER SENSITIVE AREAS. SLOWS VELOCITY, REDUCES SEDIMENT LOAD, AND REDUCES EROSION IN AREAS OF SHEET FLOW. |
| S58 | INLET PROTECTION FABRIC DROP | ì | USE AT STORM WATER INLETS, ESPECIALLY AT CONSTRUCTION SITES. |
| S61 | TURBIDITY CURTAIN | | USED DURING CONSTRUCTION ADJACENT TO A WATER RESOURCE, TO CONTAIN SEDIMENT WITHIN THE WORK AREA WHEN OTHER BMP'S CANNOT BE USED. |

NOTES APPLYING TO STANDARD PLANS & SPECIAL DETAILS

WHERE THE FOLLOWING ITEMS ARE CALLED FOR ON THE PLANS., THEY ARE TO BE CONSTRUCTED ACCORDING TO THE MICHIGAN DEPARTMENT C TRANSPORTATION (MDOT) STANDARD PLAN LISTED BELOW, UNLESS NOTED OTHERWISE. COPIES OF THESE MDOT STANDARD PLANS CAN BE OBTAINED FROM THE MDOT WEBSITE (WWW.MICHIGAN.GOV/MDOT).

R-29-I

R-37-B

DRIVEWAY OPENINGS & APPROACHES AND CURB AND GUTTER R-30-G CONCRETE CURB AND CONCRETE CURB & GUTTER

BUMPER & PARKING RAILS AND MISC. WOOD POSTS R-74-D R-80-E GRANULAR BLANKET, UNDERDRAINS, OUTLET ENDINGS FOR UNDERDRAINS, AND SEWER BULKHEADS

BEDDING AND FILLING AROUND PIPE CULVERTS R-83-C UTILITY TRENCHES

CULVERT SLOPED END SECTION R-95-F SOIL EROSION & SEDIMENTATION CONTROL MEASURES R-96-E

ISOLATION JOINT DETAILS

R-100-H SEEDING AND TREE PLANTING R-107-H SUPERELEVATION AND PAVEMENT CROWNS

ROAD SPECIAL DETAILS:

DRAINAGE STRUCTURES R-28-J SIDEWALK RAMP AND DETECTABLE WARNING DETAILS

PAVEMENT MARKING STANDARD PLANS:
PAVE-900-F PAVEMENT ARROW AND MESSAGE DETAILS PAVF-905-D LONGITUDINAL LINE TYPES AND PLACEMENT

PAVE-935-D PAVE-940-C

PAVE-930-C PAVEMENT MARKINGS FOR NON-SIGNALIZED INTERSECTIONS LEFT TURN LANE MARKINGS RIGHT TURN LANE AND ISLAND PAVEMENT MARKINGS

INTERSECTION. STOP BAR AND CROSSWALK MARKINGS PAVF-945-0 PAVF-955-B

ON-STREET PARKING ZONE MARKINGS PARKING AREA PAVEMENT MARKINGS

PAVE-956-0 PAVE-957-A BACK-IN ANGLE PARKING PAVE-960-B SCHOOL MARKINGS

RAILROAD GRADE CROSSING PAVEMENT MARKINGS PAVE-965-D

SIGN LOCATION CODES PLACEMENT SIGN-130-B

RAILROAD CROSSING SIGN SIGN-150-D SIGN SUPPORT SELECTION CHARTS SIGN-200-D STEEL POSTS

SIGN-210-B WOOD POSTS FOUNDATION (BREAK-AWAY) SIGN-230-A

MISCELLANEOÙS SIGN CONNÉCTION DETAILS SIGN-740-B

TRAFFIC SIGNING SPECIAL DETAILS SIGN-100-G

STANDARD SIGN INSTALLATIONS ROADSIDE SIGN LOCATIONS AND SUPPORT SPACING SIGN-120-F

PERFORATED STEEL SQUARE TUBE SIGN BREAKAWAY SYS SIGN-205-A SIGN-207-D PERFORATED STEEL SQUARE TUBE SIGN BREAKAWAY SYS

SITE DATA

1. PROJECT LOCATION: SECTION 31, TOWNSHIP 2N, RANGE 6E CITY OF BRIGHTON, LIVINGSTON COUNTY, MICHIGAN

2. <u>STREET ADDRESS:</u> 125 S. CHURCH STREET BRIGHTON, MI 48116

SESC INFORMATION

- 1. <u>APPROXIMATE DISTURBED AREA:</u> \sim 126,850 SFT = 2.91 AC.
- 2. <u>DISTANCE TO LAKE, STREAMS, PONDS, WETLANDS, STORM WATER BASINS OR COUNTY DRAINS:</u> ~980' TO LARGE WETLAND AREA THAT IS BOUNDED BY LEELAND STREET ON THE WEST, SPENCER ROAD ON THE NORTH AND ACORN STREET ON THE WEST.
- SOCCER FIELD. THE STORM WATER AT THE CONCESSIONS BUILDING IS COLLECTED BY A NUMBER OF CATCHBASINS LOCATED IN THE LAWN AREA AROUND THE EXISTING CONCESSIONS BUILDING AND THESE DRAIN TO THE EAST, DOWN THE HILL TOWARDS THE SOCCER FIELD. TWO OF THESE CATCHBASINS WILL BE IN CONFLICT WITH THE PROPOSED WORK AND WILL HAVE TO BE REMOVED BUT WILL BE REPLACED BY TWO NEW

| 2.00% | GRADE |
|--|---|
| | EXISTING CONTOUR |
| | PROPOSED CONTOUR |
| EXISTING ELEVATION | 582.34—— |
| PROPOSED ELEVATION | 582.63 EB |
| GND BDG ADJ EB EC IE BW FW TW EX PR LF MP PC FFE TR GRV CB MH SIM SAN REM REL FL | GROUND BUILDING ADJUST ITEM EDGE OF HMA EDGE OF CONCRETE INVERT ELEVATION BACK OF WALK FACE OF WALK TOP OF WALK EXISTING PROPOSED LINEAR FEET MID POINT POINT OF CURVATURE FINISHED FLOOR ELEVATION TOP OF ROCK GRAVEL CATCH BASIN MANHOLE STORM SEWER SANITARY SEWER REMOVE ITEM RELOCATE ITEM FLOW LINE |

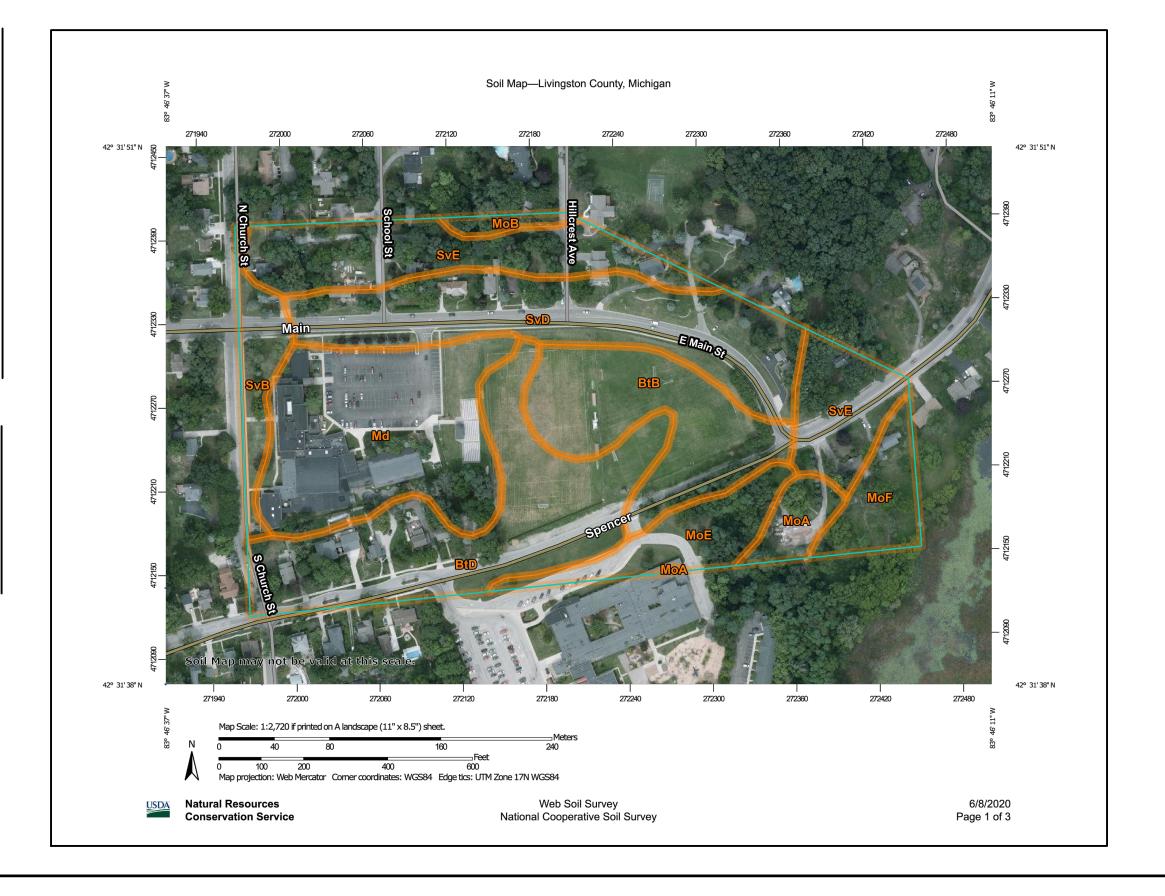
| MAP UNIT SYMBOL | MAP UNIT NAME | ACRES IN AOI | PERCENT OF AOI |
|---|---|--------------|----------------|
| BtB BOYER-OSHTEMO LOAMY SANDS, 2 TO 6 PERCENT SLOPES | | 3.4 | 12.3% |
| BtD | BOYER-OSHTEMO LOAMY SANDS, 12 TO 18 PERCENT SLOPES | 5.3 | 19.2% |
| Md | MADE LAND | 5.1 | 18.5% |
| МоА | WAWASEE LOAM, 0 TO 2 PERCENT SLOPES | 0.7 | 2.4% |
| МоВ | WAWASEE LOAM, 2 TO 6 PERCENT SLOPES | 0.3 | 0.9% |
| МоЕ | WAWASEE LOAM, 18 TO 25 PERCENT SLOPES | 1.5 | 5.5% |
| MoF | WAWASEE LOAM, 25 TO 35 PERCENT SLOPES | 1.2 | 4.1% |
| SvB | SPINKS-OAKVILLE LOAMY SANDS, 0 TO 6 PERCENT SLOPES | 1.1 | 3.8% |
| SvD | SPINKS-OAKVILLE LOAMY SANDS, 12 TO 18 PERCENT SLOPES | 4.8 | 17.1% |
| SvE | SPINKS-OAKVILLE LOAMY SANDS, 18 TO 25 PERCENT SLOPES | 4.5 | 16.1% |
| TOTALS | FOR AREA OF INTEREST | 27.8 | 100.0% |
| | | | |

PROPOSED SITE WORK

- 1. CONCRETE FOR SIDEWALKS, DUMPSTER PADS, CURB & GUTTER, ETC. SHALL MEET EITHER MDOT GRADE P1 OR S2 SPECIFICATION, UNLESS OTHERWISE SPECIFIED.
- 2. AGGREGATE BASE MATERIAL SHALL MEET MDOT 21AA SPECIFICATIONS AND SHALL BE COMPACTED TO 98% OF MAXIMUM DENSITY, ACCORDING TO THE SPECIFICATIONS.
- 3. SUBBASE AND EMBANKMENT MATERIAL SHALL MEET MDOT CLASS II SPECIFICATIONS AND SHALL BE COMPACTED TO 95% MAXIMUM
- DENSITY, ACCORDING TO THE SPECIFICATIONS. 4. PLACE 1/8" EXPANSION JOINT BETWEEN SIDEWALKS AND ANY STRUCTURE. CUT CONTROL JOINTS AT 5' O.C. AND PLACE EXPANSION
- JOINTS AT 20' O.C. OR AS DIRECTED BY THE ENGINEER.
- 5. PLACE 1" FIBER JOINT AT 400' MAXIMUM INTERVAL IN CURB AND GUTTER. PLACE 1" EXPANSION JOINT BETWEEN CURB AND GUTTER AND CATCH BASINS. PLACE CONTRACTION JOINTS AT 40' MAXIMUM INTERVALS.
- 6. AREAS OF UNSTABLE SUBBASE NOT MEETING COMPACTION REQUIREMENTS, SHALL BE UNDERCUT AND BACKFILLED, IN ACCORDANCE WITH MDOT SUBGRADE UNDERCUTTING, TYPE II. THIS WORK SHALL BE MEASURED BY THE CUBIC YARD (CYD) AND SHALL BE PAID FOR AT THE CONTRACT UNIT PRICE FOR "SUBGRADE UNDERCUTTING".
- 7. CURB AND GUTTER RADII ARE DIMENSIONED FROM THE FRONT EDGE OF THE GUTTER PAN.

GRADING

- 1. FINAL GRADING SHALL PROVIDE POSITIVE DRAINAGE ACROSS THE ENTIRE SITE AWAY FROM BUILDINGS.
- 2. THE CONTRACTOR SHALL GRADE THE SITE ACCORDING TO THE GRADING PLAN. IN THE ABSENCE OF A PLAN, THE CONTRACTOR IS TO GRADE THE SITE SO THAT THE NEW GRADES BLEND GENTLY INTO THE EXISTING GRADES. CONTRACTOR TO SLOPE GRADE AWAY FROM BUILDINGS A MINIMUM OF 2 INCHES IN 10 FEET.
- 3. MAINTAIN OPTIMUM MOISTURE CONTENT OF MATERIALS WHEN GRADING.



NOTE: THE CONSTRUCTION AND DIMENSIONS FOR ALL ATHLETIC FACILITIES SHALL CONFORM TO THE NATIONAL FEDERATION OF STATE HIGH SCHOOL ASSOCIATIONS (NFHS) "COURT AND FIELD DIAGRAM GUIDE", CURRENT EDITION. THE CONTRACTOR SHALL REFÈRENCE THIS GUIDE BEFORE STARTING CONSTRUCTION.

egrated designs inc BRIGHTON AREA SCHOOLS CONCESSIONS/SLOAN FIELDS BRIGHTON, MICHIGAN

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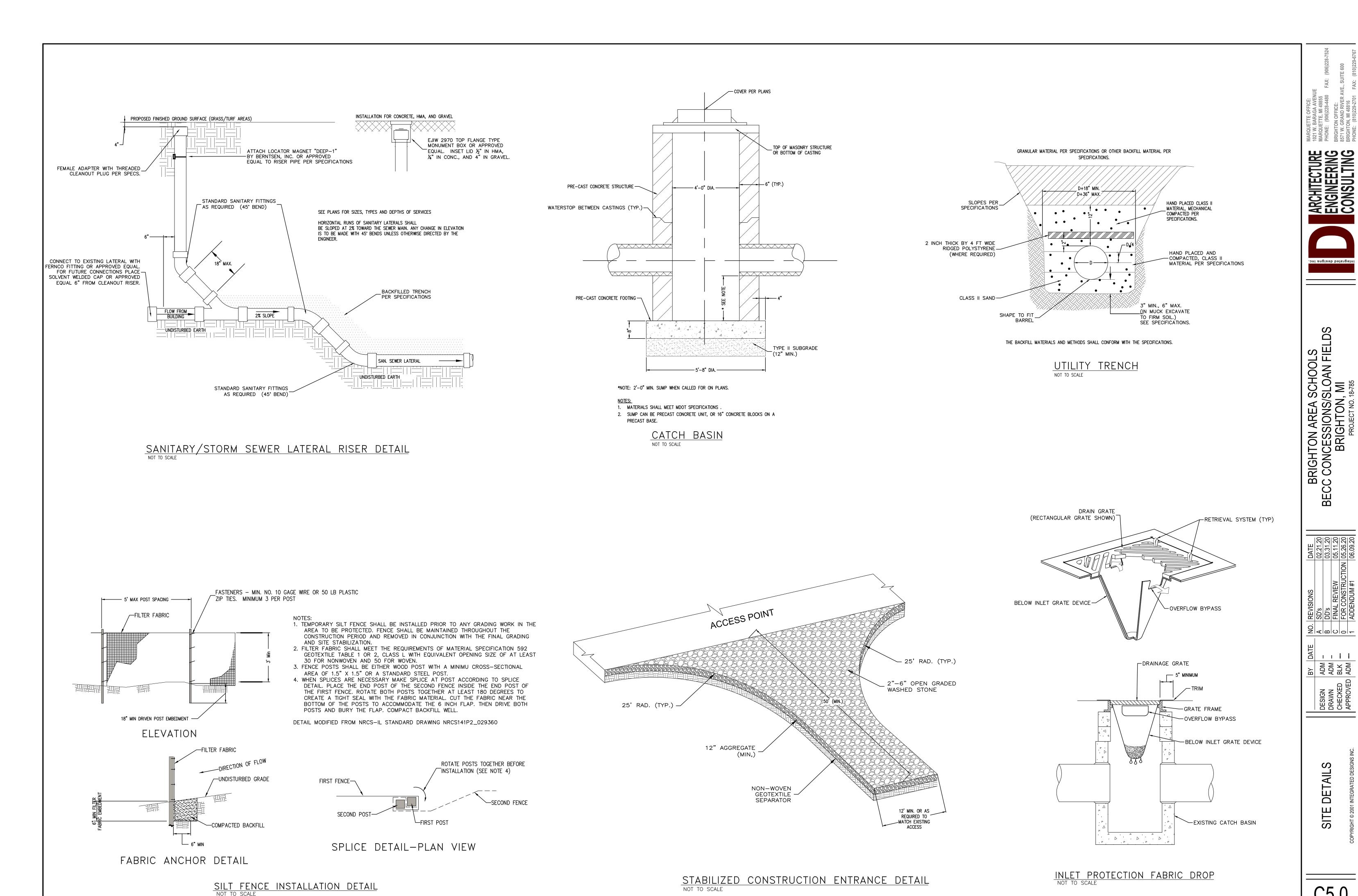
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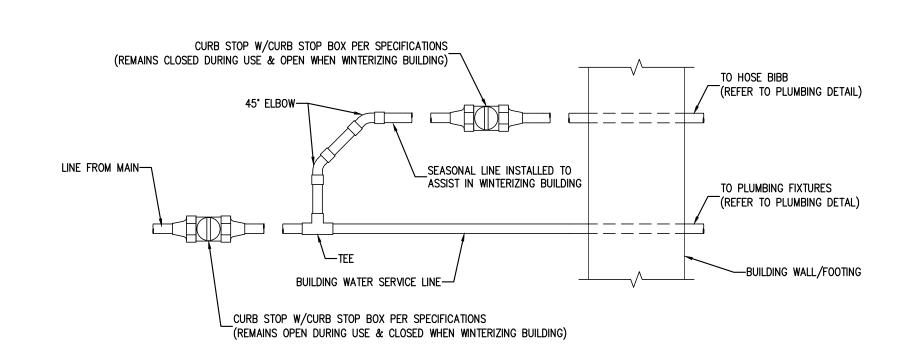
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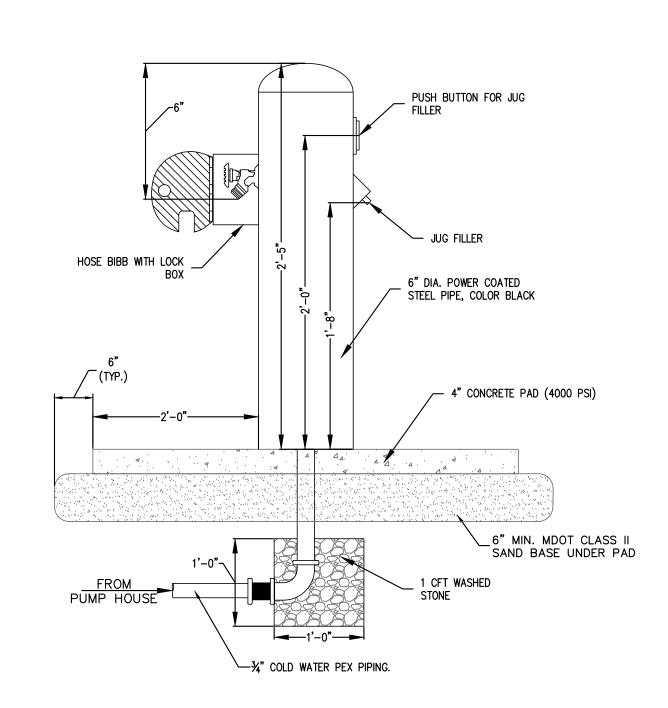
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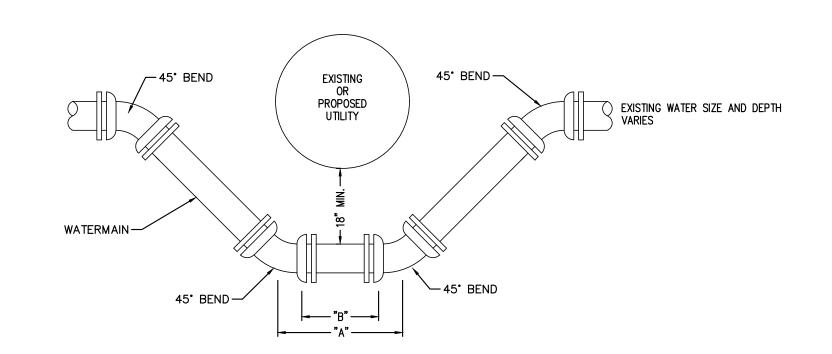




WINTERIZING SEASONAL BUILDING WATER SUPPLY



JUG FILLER WITH HOSE BIBB NOT TO SCALE

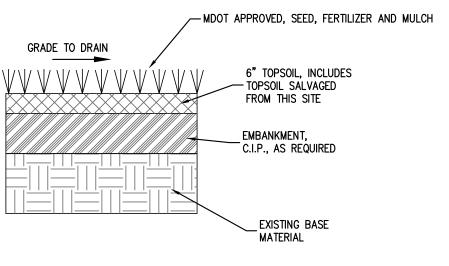


NOTE: ALL JOINTS TO BE MADE USING MECHANICAL JOINT FITTINGS WITH MEG-A-LUG LOCKING RETAINER GLANDS. THE ENGINEER MAY ALLOW OTHER TYPES OF JOINT RESTRAINTS IF CIRCUMSTANCES WARRANT.

WHEN CROSSING UNDER STORM OR SANITARY SEWERS. THE DIMENSION "B" SHALL BE A FULL LENGTH OF PIPE W/ JOINTS AT EQUAL DISTANCE FROM THE SEWER.

| WATERMAIN | | | I.D. EXISTING UTILITY | | | |
|---------------|-------------------|----------------|-----------------------|--------------------|------------------|------------------|
| DIA. | | | <u>≤</u> 12" | ≤24" | <u>≤</u> 36" | <u>≤</u> 48" |
| 6" OR LESS | Sion | A B | 23" 13" | 28 1/2" 16 1/2" | 34" 22" | 40" 27 1/2 |
| 8" | MINIMUM DIMENSION | A B | 24" 13 1/2" | 29 1/2" 13 1/2" | 35" 19" | 40 1/2 24 1/2 |
| 10" | WINIW | A B | 25" 14" | 30 1/2" 14" | 36" 16" | 41 1/2 21 1/2 |
| 12" | A B | 25" 14 1/2" | 31 1/2" 14 1/2" | 37" 14 1/2" | 42 1/2 18 1/2 | |

WATER MAIN CROSSING DETAIL

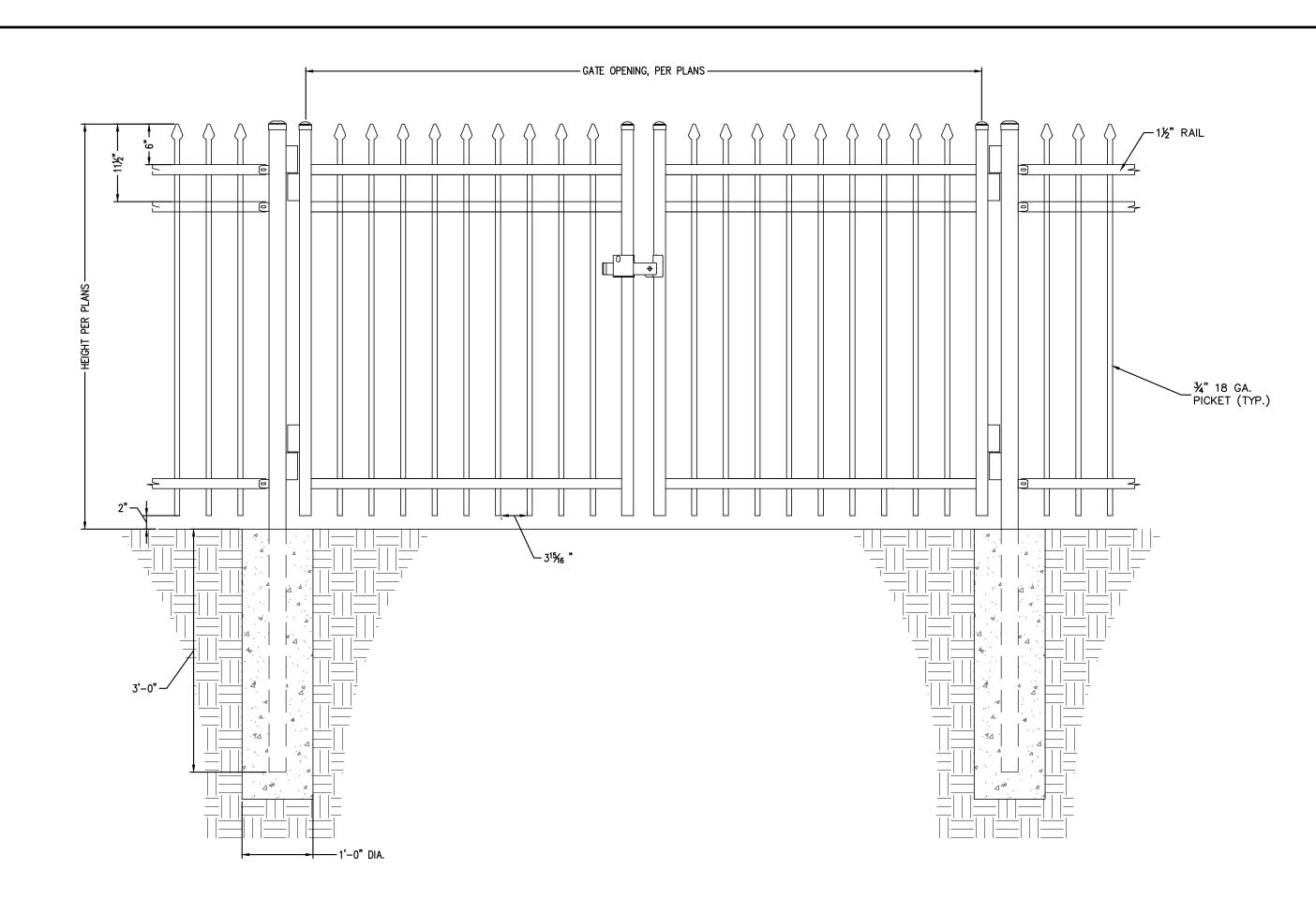


TURF RESTORATION DETAIL NOT TO SCALE

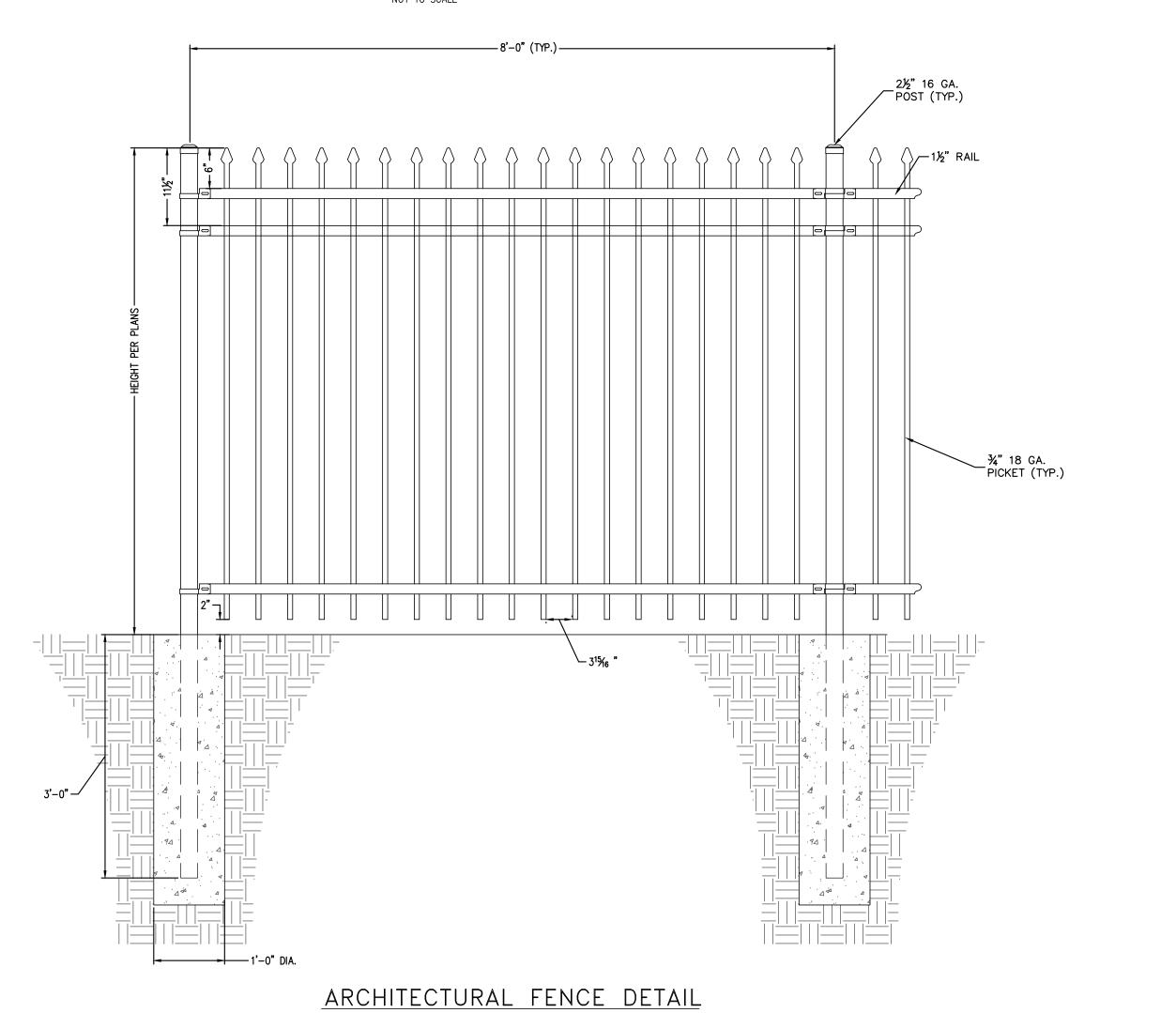
NOTE: HYDROSEEDING IS NOT ACCEPTABLE ON SLOPES EXCEEDING 1%

ON SLOPES EXCEEDING 1%, STABILIZATION SHALL BE ACCOMPLISHED WITH SEED AND STRAW MULCH WITH A TACKIFIER OR STRAW BLANKETS PEGGED IN PLACE.

SEEDING RATE = 210 LBS PER ACRE MINIMUM FERTILIZER RATE = 150 LBS PER ACRE MINIMUM MULCHING RATE = MINIMUM 3" DEPTH (1.5 - 2.0 TONS PER ACRE)



ARCHITECTURAL FENCE GATE DETAIL NOT TO SCALE



C5.

DETAIL

SITE

ARCHITECTURE ENGINEERING CONSULTING

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BRIGHTON AREA SCHOOLS C CONCESSIONS/SLOAN FIELDS BRIGHTON, MI

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DATE 02.21.20 03.31.20 05.11.20 05.26.20 06.09.20

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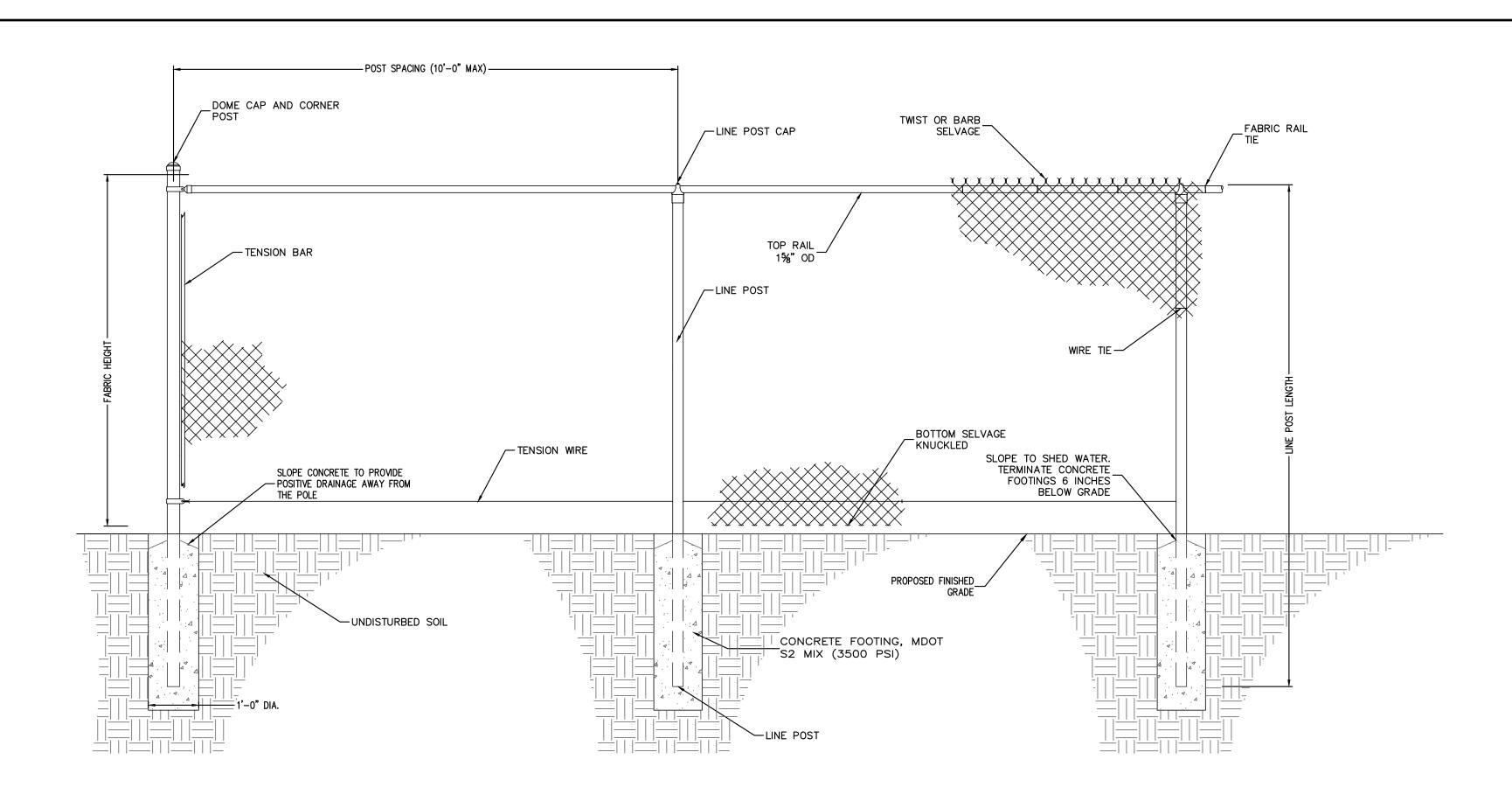
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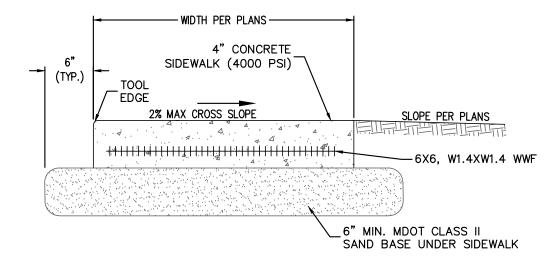
EXISTING SIGN (TYP.) - TO BE RELOCATED NOT TO SCALE



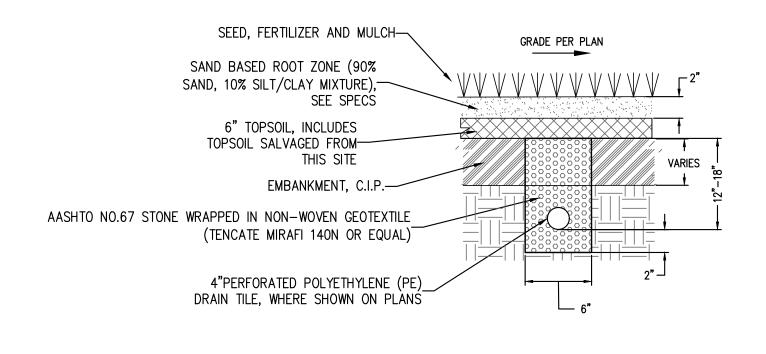
EXISTING BULLDOG STATUE - TO BE RELOCATED NOT TO SCALE



CHAIN LINK FENCE DETAIL



CONCRETE SIDEWALK
NOT TO SCALE

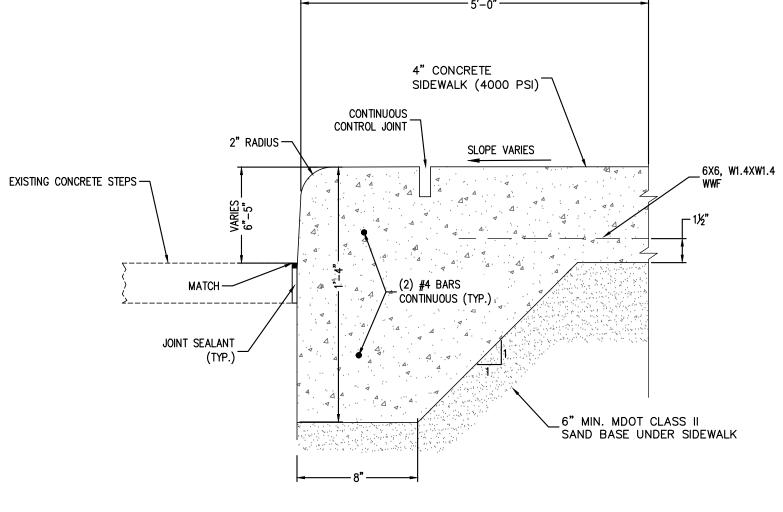


SOCCER FIELD RESTORATION DETAIL NOT TO SCALE

NOTE: HYDROSEEDING IS NOT ACCEPTABLE ON SLOPES EXCEEDING 1%

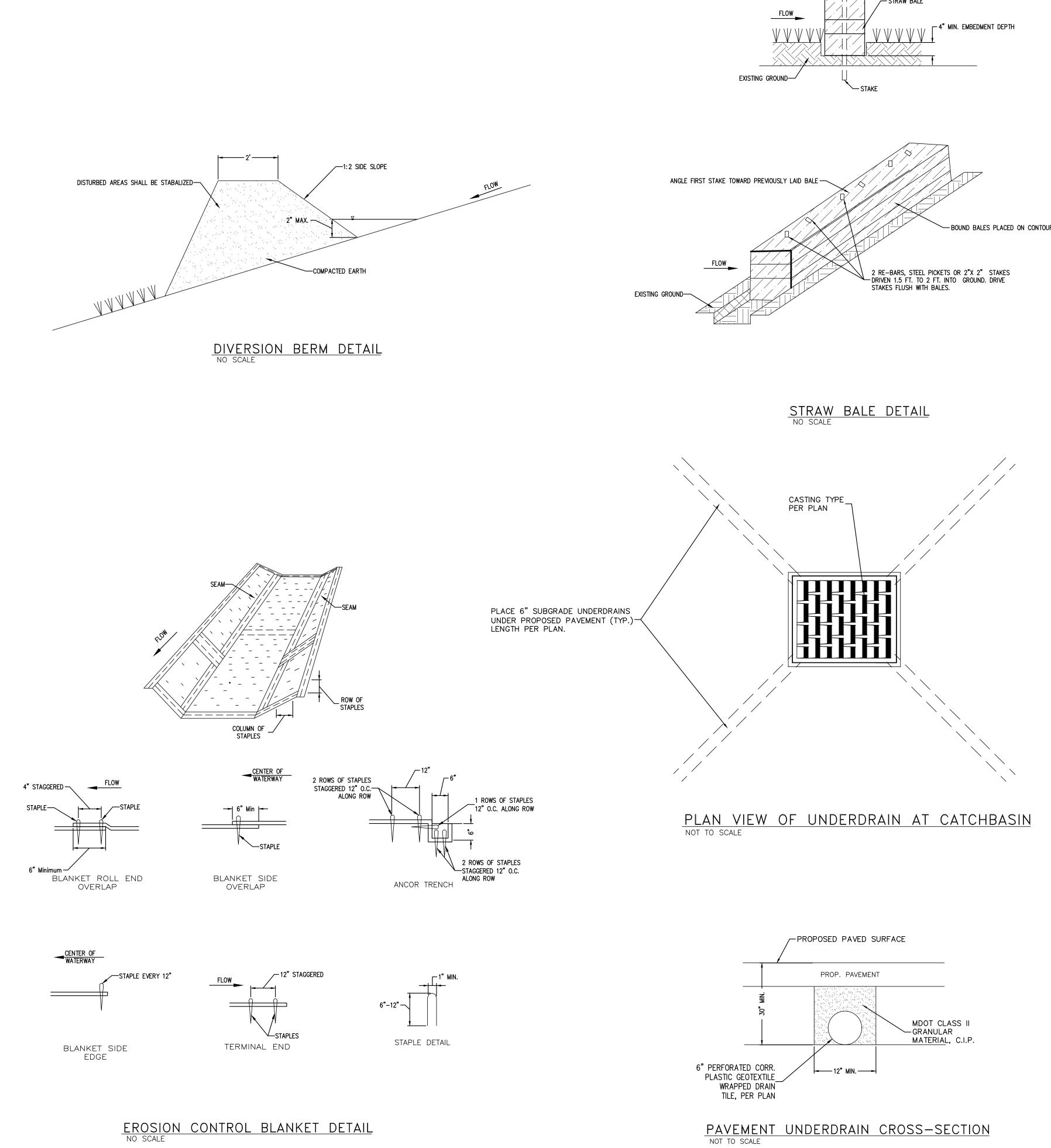
ON SLOPES EXCEEDING 1%, STABILIZATION SHALL BE ACCOMPLISHED WITH SEED AND STRAW MULCH WITH A TACKIFIER OR STRAW BLANKETS PEGGED IN PLACE.

SEEDING RATE = 210 LBS PER ACRE
FERTILIZER RATE = 150 LBS PER ACRE
MULCHING RATE = MINIMUM 3" DEPTH (1.5 - 2.0 TONS PER ACRE)



SIDEWALK WITH INTEGRAL CURB DETAIL
NOT TO SCALE

C5.2



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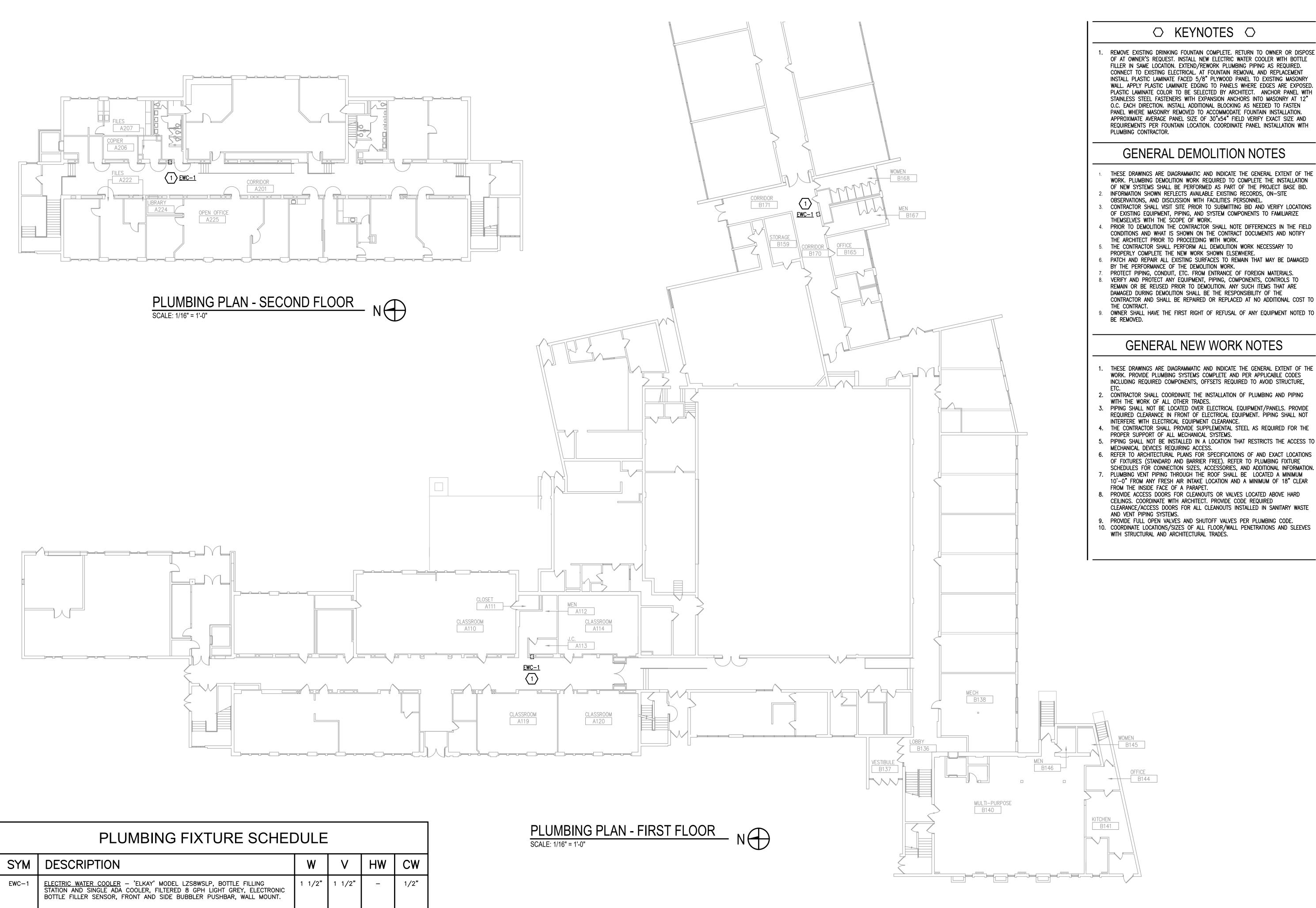
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BRIGHTON AREA SCHOOLS
CC CONCESSIONS/SLOAN FIELDS
BRIGHTON, MI

DATE 02.21.20 03.31.20 05.11.20 05.26.20 06.09.20

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DETAIL SITE



1. PROVIDE ALL ACCESSORIES NECESSARY FOR COMPLETE AND OPERABLE INSTALLATION, INCLUDING, BUT NOT LIMITED TO, CW SHUTOFF VALVE, DIELECTRIC COUPLING, PVC WASTE TRAP, FILTER, WALL CARRIER.

2. 115V/60HZ, 370 WATTS.

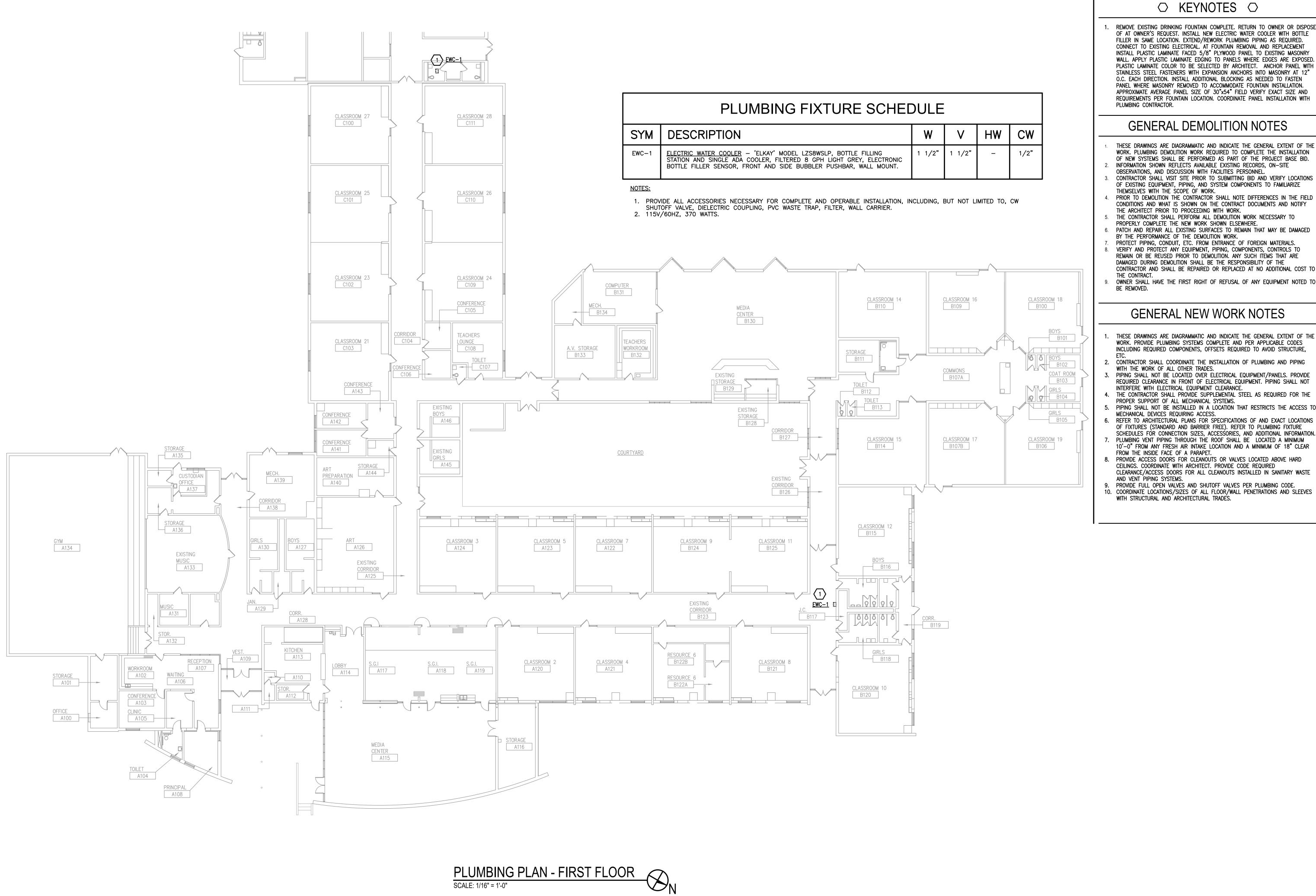
PLUMBING PLAN

ARCHITECTURE ENGINEERING CONSULTING

NTEGRATED DESIGNS INC.

BRIGHTON AREA SCHOOLS
JCATION AND COMMUNITY CENTER
BRIGHTON, MICHIGAN
PROJECT NO. 18-785

DATE 05.11.20 06.17.20 ---



○ KEYNOTES ○

. REMOVE EXISTING DRINKING FOUNTAIN COMPLETE. RETURN TO OWNER OR DISPOSE OF AT OWNER'S REQUEST. INSTALL NEW ELECTRIC WATER COOLER WITH BOTTLE FILLER IN SAME LOCATION. EXTEND/REWORK PLUMBING PIPING AS REQUIRED. CONNECT TO EXISTING ELECTRICAL. AT FOUNTAIN REMOVAL AND REPLACEMENT INSTALL PLASTIC LAMINATE FACED 5/8" PLYWOOD PANEL TO EXISTING MASONRY WALL. APPLY PLASTIC LAMINATE EDGING TO PANELS WHERE EDGES ARE EXPOSED. PLASTIC LAMINATE COLOR TO BE SELECTED BY ARCHITECT. ANCHOR PANEL WITH STAINLESS STEEL FASTENERS WITH EXPANSION ANCHORS INTO MASONRY AT 12" O.C. EACH DIRECTION. INSTALL ADDITIONAL BLOCKING AS NEEDED TO FASTEN PANEL WHERE MASONRY REMOVED TO ACCOMMODATE FOUNTAIN INSTALLATION. APPROXIMATE AVERAGE PANEL SIZE OF 30"x54" FIELD VERIFY EXACT SIZE AND REQUIREMENTS PER FOUNTAIN LOCATION. COORDINATE PANEL INSTALLATION WITH PLUMBING CONTRACTOR.

GENERAL DEMOLITION NOTES

- THESE DRAWINGS ARE DIAGRAMMATIC AND INDICATE THE GENERAL EXTENT OF THE WORK. PLUMBING DEMOLITION WORK REQUIRED TO COMPLETE THE INSTALLATION OF NEW SYSTEMS SHALL BE PERFORMED AS PART OF THE PROJECT BASE BID.
- INFORMATION SHOWN REFLECTS AVAILABLE EXISTING RECORDS, ON-SITE OBSERVATIONS, AND DISCUSSION WITH FACILITIES PERSONNEL.
- CONTRACTOR SHALL VISIT SITE PRIOR TO SUBMITTING BID AND VERIFY LOCATIONS OF EXISTING EQUIPMENT, PIPING, AND SYSTEM COMPONENTS TO FAMILIARIZE
- THEMSELVES WITH THE SCOPE OF WORK. PRIOR TO DEMOLITION THE CONTRACTOR SHALL NOTE DIFFERENCES IN THE FIELD CONDITIONS AND WHAT IS SHOWN ON THE CONTRACT DOCUMENTS AND NOTIFY THE ARCHITECT PRIOR TO PROCEEDING WITH WORK.
- THE CONTRACTOR SHALL PERFORM ALL DEMOLITION WORK NECESSARY TO PROPERLY COMPLETE THE NEW WORK SHOWN ELSEWHERE. PATCH AND REPAIR ALL EXISTING SURFACES TO REMAIN THAT MAY BE DAMAGED
- BY THE PERFORMANCE OF THE DEMOLITION WORK. PROTECT PIPING, CONDUIT, ETC. FROM ENTRANCE OF FOREIGN MATERIALS. VERIFY AND PROTECT ANY EQUIPMENT, PIPING, COMPONENTS, CONTROLS TO REMAIN OR BE REUSED PRIOR TO DEMOLITION. ANY SUCH ITEMS THAT ARE DAMAGED DURING DEMOLITION SHALL BE THE RESPONSIBILITY OF THE
- OWNER SHALL HAVE THE FIRST RIGHT OF REFUSAL OF ANY EQUIPMENT NOTED TO

GENERAL NEW WORK NOTES

- THESE DRAWINGS ARE DIAGRAMMATIC AND INDICATE THE GENERAL EXTENT OF THE WORK. PROVIDE PLUMBING SYSTEMS COMPLETE AND PER APPLICABLE CODES INCLUDING REQUIRED COMPONENTS, OFFSETS REQUIRED TO AVOID STRUCTURE,
- CONTRACTOR SHALL COORDINATE THE INSTALLATION OF PLUMBING AND PIPING WITH THE WORK OF ALL OTHER TRADES.
- PIPING SHALL NOT BE LOCATED OVER ELECTRICAL EQUIPMENT/PANELS. PROVIDE REQUIRED CLEARANCE IN FRONT OF ELECTRICAL EQUIPMENT. PIPING SHALL NOT
- INTERFERE WITH ELECTRICAL EQUIPMENT CLEARANCE. THE CONTRACTOR SHALL PROVIDE SUPPLEMENTAL STEEL AS REQUIRED FOR THE
- PROPER SUPPORT OF ALL MECHANICAL SYSTEMS. PIPING SHALL NOT BE INSTALLED IN A LOCATION THAT RESTRICTS THE ACCESS TO
- MECHANICAL DEVICES REQUIRING ACCESS. 6. REFER TO ARCHITECTURAL PLANS FOR SPECIFICATIONS OF AND EXACT LOCATIONS OF FIXTURES (STANDARD AND BARRIER FREE). REFER TO PLUMBING FIXTURE
- SCHEDULES FOR CONNECTION SIZES, ACCESSORIES, AND ADDITIONAL INFORMATION. . PLUMBING VENT PIPING THROUGH THE ROOF SHALL BE LOCATED A MINIMUM 10'-0" FROM ANY FRESH AIR INTAKE LOCATION AND A MINIMUM OF 18" CLEAR
- 8. PROVIDE ACCESS DOORS FOR CLEANOUTS OR VALVES LOCATED ABOVE HARD CEILINGS. COORDINATE WITH ARCHITECT. PROVIDE CODE REQUIRED CLEARANCE/ACCESS DOORS FOR ALL CLEANOUTS INSTALLED IN SANITARY WASTE AND VENT PIPING SYSTEMS.
- PROVIDE FULL OPEN VALVES AND SHUTOFF VALVES PER PLUMBING CODE.
 COORDINATE LOCATIONS/SIZES OF ALL FLOOR/WALL PENETRATIONS AND SLEEVES WITH STRUCTURAL AND ARCHITECTURAL TRADES.

ARCHITECTURE ENGINEERING CONSULTING



SCHOOL(SINTARY HIGAN BRIGHTON AREA SC HAWKINS ELEMEN BRIGHTON, MICH

DATE 05.11.20 06.17.20 ---DATE 01.27.20 01.27.20 ---CRP CRP SLB SLB SLB

GENERAL DEMOLITION NOTES

- THESE DRAWINGS ARE DIAGRAMMATIC AND INDICATE THE GENERAL EXTENT OF THE WORK. PLUMBING DEMOLITION WORK REQUIRED TO COMPLETE THE INSTALLATION OF NEW SYSTEMS SHALL BE PERFORMED AS PART OF THE PROJECT BASE BID.
- INFORMATION SHOWN REFLECTS AVAILABLE EXISTING RECORDS, ON-SITE
- CONTRACTOR SHALL VISIT SITE PRIOR TO SUBMITTING BID AND VERIFY LOCATIONS OF EXISTING EQUIPMENT, PIPING, AND SYSTEM COMPONENTS TO FAMILIARIZE
- PRIOR TO DEMOLITION THE CONTRACTOR SHALL NOTE DIFFERENCES IN THE FIELD CONDITIONS AND WHAT IS SHOWN ON THE CONTRACT DOCUMENTS AND NOTIFY THE ARCHITECT PRIOR TO PROCEEDING WITH WORK.
- THE CONTRACTOR SHALL PERFORM ALL DEMOLITION WORK NECESSARY TO PROPERLY COMPLETE THE NEW WORK SHOWN ELSEWHERE. PATCH AND REPAIR ALL EXISTING SURFACES TO REMAIN THAT MAY BE DAMAGED
- PROTECT PIPING, CONDUIT, ETC. FROM ENTRANCE OF FOREIGN MATERIALS. VERIFY AND PROTECT ANY EQUIPMENT, PIPING, COMPONENTS, CONTROLS TO REMAIN OR BE REUSED PRIOR TO DEMOLITION. ANY SUCH ITEMS THAT ARE DAMAGED DURING DEMOLITION SHALL BE THE RESPONSIBILITY OF THE
- OWNER SHALL HAVE THE FIRST RIGHT OF REFUSAL OF ANY EQUIPMENT NOTED TO

GENERAL NEW WORK NOTES

- THESE DRAWINGS ARE DIAGRAMMATIC AND INDICATE THE GENERAL EXTENT OF THE WORK. PROVIDE PLUMBING SYSTEMS COMPLETE AND PER APPLICABLE CODES INCLUDING REQUIRED COMPONENTS, OFFSETS REQUIRED TO AVOID STRUCTURE,
- 2. CONTRACTOR SHALL COORDINATE THE INSTALLATION OF PLUMBING AND PIPING WITH THE WORK OF ALL OTHER TRADES.
- 3. PIPING SHALL NOT BE LOCATED OVER ELECTRICAL EQUIPMENT/PANELS. PROVIDE REQUIRED CLEARANCE IN FRONT OF ELECTRICAL EQUIPMENT. PIPING SHALL NOT
- INTERFERE WITH ELECTRICAL EQUIPMENT CLEARANCE. 4. THE CONTRACTOR SHALL PROVIDE SUPPLEMENTAL STEEL AS REQUIRED FOR THE
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- SCHEDULES FOR CONNECTION SIZES, ACCESSORIES, AND ADDITIONAL INFORMATION. 7. PLUMBING VENT PIPING THROUGH THE ROOF SHALL BE LOCATED A MINIMUM 10'-0" FROM ANY FRESH AIR INTAKE LOCATION AND A MINIMUM OF 18" CLEAR FROM THE INSIDE FACE OF A PARAPET.
- 8. PROVIDE ACCESS DOORS FOR CLEANOUTS OR VALVES LOCATED ABOVE HARD CEILINGS. COORDINATE WITH ARCHITECT. PROVIDE CODE REQUIRED CLEARANCE/ACCESS DOORS FOR ALL CLEANOUTS INSTALLED IN SANITARY WASTE AND VENT PIPING SYSTEMS.
- 9. PROVIDE FULL OPEN VALVES AND SHUTOFF VALVES PER PLUMBING CODE. 10. COORDINATE LOCATIONS/SIZES OF ALL FLOOR/WALL PENETRATIONS AND SLEEVES WITH STRUCTURAL AND ARCHITECTURAL TRADÉS.

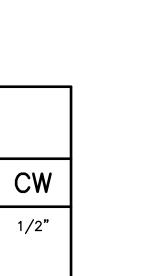


ARCHITECTURE ENGINEERING CONSULTING

NTEGRATED DESIGNS INC.

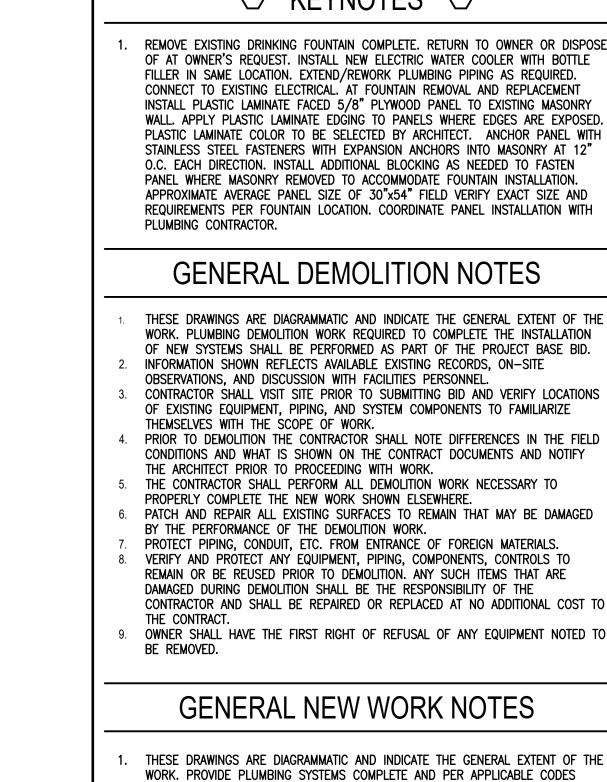
DATE 05.11.20 06.17.20 ---

PLUMBING PLAN



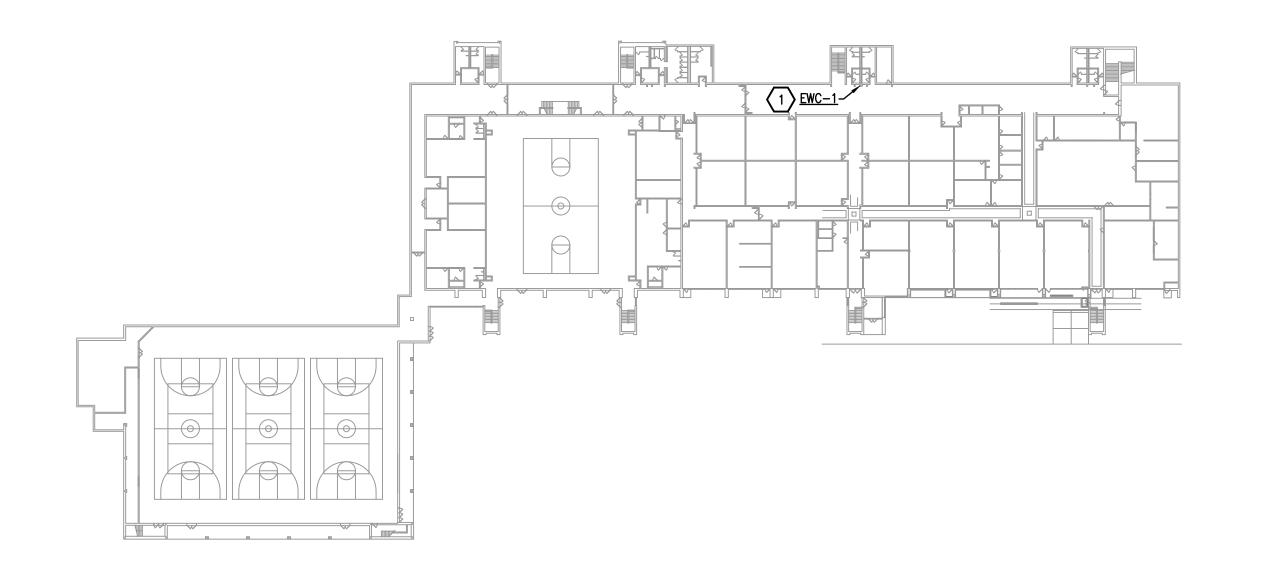
HW

1 1/2" 1 1/2"



PLUMBING PLAN - FIRST FLOOR

-EWC-1 $\left\langle 1\right\rangle$





NOTES:

1. PROVIDE ALL ACCESSORIES NECESSARY FOR COMPLETE AND OPERABLE INSTALLATION, INCLUDING, BUT NOT LIMITED TO, CW SHUTOFF VALVE, DIELECTRIC COUPLING, PVC WASTE TRAP, FILTER, WALL CARRIER.

<u>ELECTRIC WATER COOLER</u> — 'ELKAY' MODEL LZS8WSLP, BOTTLE FILLING STATION AND SINGLE ADA COOLER, FILTERED 8 GPH LIGHT GREY, ELECTRONIC

BOTTLE FILLER SENSOR, FRONT AND SIDE BUBBLER PUSHBAR, WALL MOUNT.

PLUMBING FIXTURE SCHEDULE

2. 115V/60HZ, 370 WATTS.

DESCRIPTION

PLUMBING PLAN - FIRST FLOOR

SCALE: 1/16" = 1'-0"

○ KEYNOTES ○

 REMOVE EXISTING DRINKING FOUNTAIN COMPLETE, RETURN TO OWNER OR DISPOSE OF AT OWNER'S REQUEST. INSTALL NEW ELECTRIC WATER COOLER WITH BOTTLE FILLER IN SAME LOCATION. EXTEND/REWORK PLUMBING PIPING AS REQUIRED. CONNECT TO EXISTING ELECTRICAL. AT FOUNTAIN REMOVAL AND REPLACEMENT INSTALL PLASTIC LAMINATE FACED 5/8" PLYWOOD PANEL TO EXISTING MASONRY WALL. APPLY PLASTIC LAMINATE EDGING TO PANELS WHERE EDGES ARE EXPOSED. PLASTIC LAMINATE COLOR TO BE SELECTED BY ARCHITECT. ANCHOR PANEL WITH STAINLESS STEEL FASTENERS WITH EXPANSION ANCHORS INTO MASONRY AT 12" O.C. EACH DIRECTION. INSTALL ADDITIONAL BLOCKING AS NEEDED TO FASTEN PANEL WHERE MASONRY REMOVED TO ACCOMMODATE FOUNTAIN INSTALLATION. APPROXIMATE AVERAGE PANEL SIZE OF 30"x54" FIELD VERIFY EXACT SIZE AND REQUIREMENTS PER FOUNTAIN LOCATION. COORDINATE PANEL INSTALLATION WITH PLUMBING CONTRACTOR.

GENERAL DEMOLITION NOTES

- THESE DRAWINGS ARE DIAGRAMMATIC AND INDICATE THE GENERAL EXTENT OF THE WORK. PLUMBING DEMOLITION WORK REQUIRED TO COMPLETE THE INSTALLATION OF NEW SYSTEMS SHALL BE PERFORMED AS PART OF THE PROJECT BASE BID.
- INFORMATION SHOWN REFLECTS AVAILABLE EXISTING RECORDS, ON-SITE OBSERVATIONS, AND DISCUSSION WITH FACILITIES PERSONNEL.
- CONTRACTOR SHALL VISIT SITE PRIOR TO SUBMITTING BID AND VERIFY LOCATIONS OF EXISTING EQUIPMENT, PIPING, AND SYSTEM COMPONENTS TO FAMILIARIZE THEMSELVES WITH THE SCOPE OF WORK.
- PRIOR TO DEMOLITION THE CONTRACTOR SHALL NOTE DIFFERENCES IN THE FIELD CONDITIONS AND WHAT IS SHOWN ON THE CONTRACT DOCUMENTS AND NOTIFY THE ARCHITECT PRIOR TO PROCEEDING WITH WORK.
- THE CONTRACTOR SHALL PERFORM ALL DEMOLITION WORK NECESSARY TO PROPERLY COMPLETE THE NEW WORK SHOWN ELSEWHERE. PATCH AND REPAIR ALL EXISTING SURFACES TO REMAIN THAT MAY BE DAMAGED
- BY THE PERFORMANCE OF THE DEMOLITION WORK. PROTECT PIPING, CONDUIT, ETC. FROM ENTRANCE OF FOREIGN MATERIALS. VERIFY AND PROTECT ANY EQUIPMENT, PIPING, COMPONENTS, CONTROLS TO REMAIN OR BE REUSED PRIOR TO DEMOLITION. ANY SUCH ITEMS THAT ARE DAMAGED DURING DEMOLITION SHALL BE THE RESPONSIBILITY OF THE
- THE CONTRACT. . OWNER SHALL HAVE THE FIRST RIGHT OF REFUSAL OF ANY EQUIPMENT NOTED TO BE REMOVED.

CONTRACTOR AND SHALL BE REPAIRED OR REPLACED AT NO ADDITIONAL COST TO

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- 3. PIPING SHALL NOT BE LOCATED OVER ELECTRICAL EQUIPMENT/PANELS. PROVIDE REQUIRED CLEARANCE IN FRONT OF ELECTRICAL EQUIPMENT. PIPING SHALL NOT
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- 7. PLUMBING VENT PIPING THROUGH THE ROOF SHALL BE LOCATED A MINIMUM 10'-0" FROM ANY FRESH AIR INTAKE LOCATION AND A MINIMUM OF 18" CLEAR FROM THE INSIDE FACE OF A PARAPET. 8. PROVIDE ACCESS DOORS FOR CLEANOUTS OR VALVES LOCATED ABOVE HARD
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- 9. PROVIDE FULL OPEN VALVES AND SHUTOFF VALVES PER PLUMBING CODE. 10. COORDINATE LOCATIONS/SIZES OF ALL FLOOR/WALL PENETRATIONS AND SLEEVES WITH STRUCTURAL AND ARCHITECTURAL TRADES.

DATE 05.11.20 06.17.20 DATE 01.27.3 01.27.3 ---

ARCHITECTURE ENGINEERING CONSULTING

NTEGRATED DESIGNS INC.

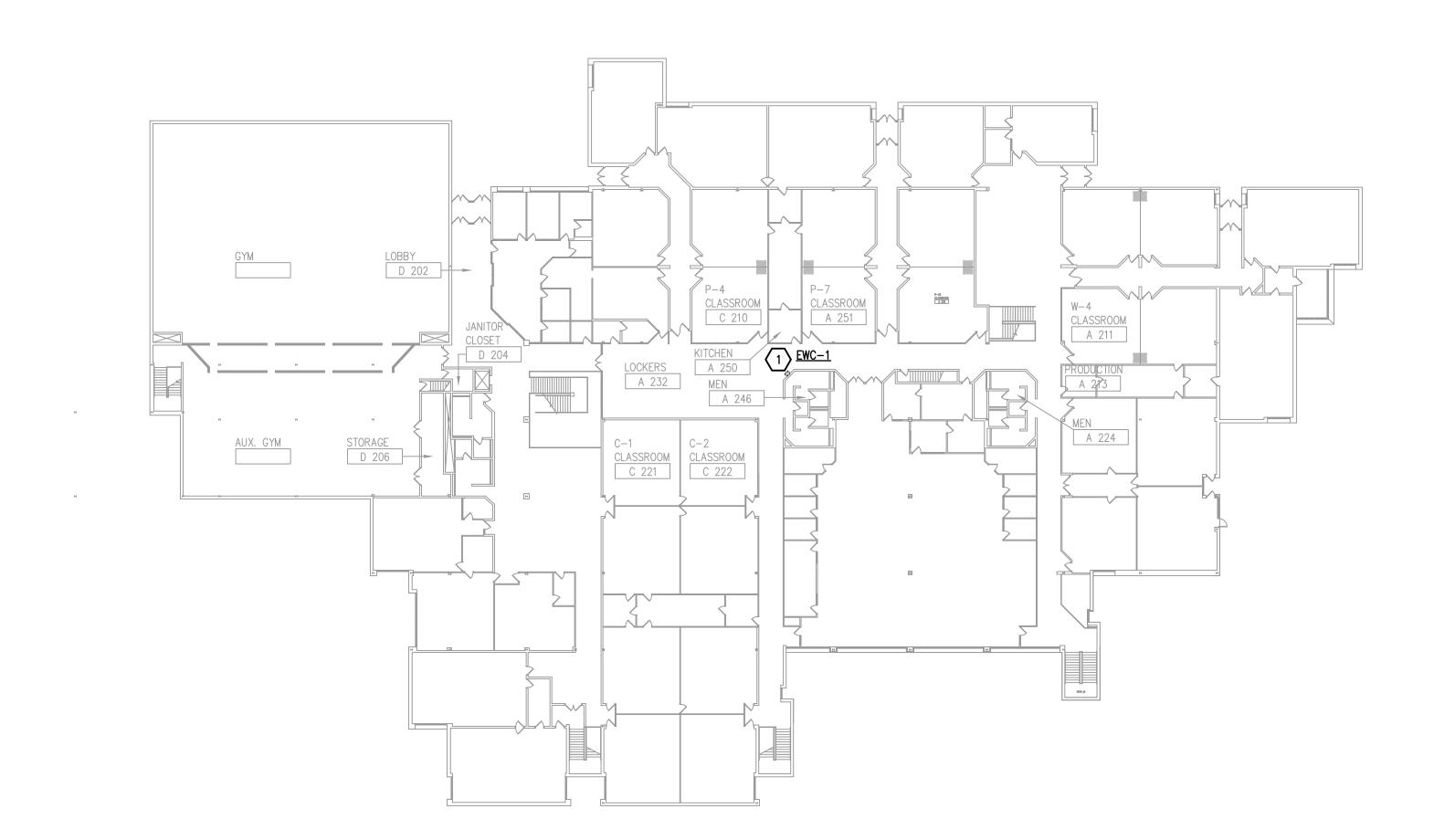
BRIGHTON AREA SCHOOLS HORNUNG ELEMENTARY BRIGHTON, MICHIGAN PROJECT NO. 18-785

| | PLUMBING FIXTURE SCHEDULE | | | | | |
|------|---|--------|--------|----|------|--|
| MY | DESCRIPTION | W | ٧ | HW | CW | |
| WC-1 | ELECTRIC WATER COOLER — 'ELKAY' MODEL LZS8WSLP, BOTTLE FILLING STATION AND SINGLE ADA COOLER, FILTERED 8 GPH LIGHT GREY, ELECTRONIC BOTTLE FILLER SENSOR, FRONT AND SIDE BUBBLER PUSHBAR, WALL MOUNT. | 1 1/2" | 1 1/2" | - | 1/2" | |

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- 2. 115V/60HZ, 370 WATTS.

PLUMBING PLAN - SECOND FLOOR



PLUMBING PLAN - FIRST FLOOR

○ KEYNOTES ○

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PLUMBING FIXTURE SCHEDULE HW DESCRIPTION <u>ELECTRIC WATER COOLER</u> — 'ELKAY' MODEL LZS8WSLP, BOTTLE FILLING STATION AND SINGLE ADA COOLER, FILTERED 8 GPH LIGHT GREY, ELECTRONIC 1 1/2" 1 1/2" BOTTLE FILLER SENSOR, FRONT AND SIDE BUBBLER PUSHBAR, WALL MOUNT.

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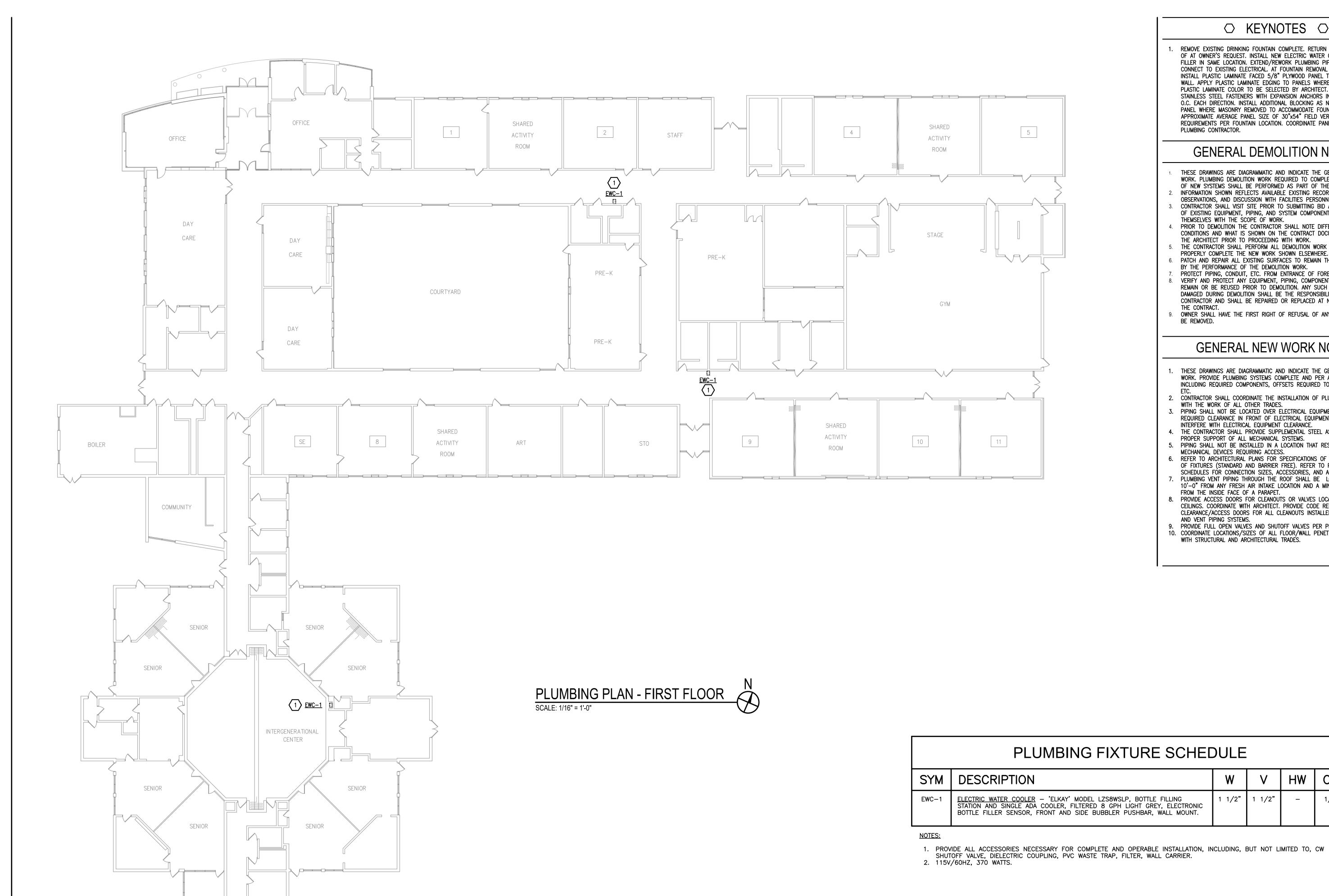
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- 2. 115V/60HZ, 370 WATTS.

ARCHITECTURE ENGINEERING CONSULTING



BRIGHTON AREA SCHOOLS MALTBY INTERMEDIATE BRIGHTON, MICHIGAN PROJECT NO. 18-785

DATE 05.11.20 06.17.20 ---



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1 1/2"

1 1/2"

BRIGHTON AREA SCHOOLS LER INTERGENERATION CENTER BRIGHTON, MICHIGAN PROJECT NO. 18-785

ARCHITECTURE ENGINEERING CONSULTING

NTEGRATED DESIGNS INC.

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PLUMBING PLAN - FIRST FLOOR

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AND VENT PIPING SYSTEMS.

BRIGHTON AREA SCHOOLS SPENCER ELEMENTARY BRIGHTON, MICHIGAN PROJECT NO. 18-785

ARCHITECTURE ENGINEERING CONSULTING

NTEGRATED DESIGNS INC.

DATE 05.11.20 06.17.20 ---DATE 01.27.3 01.27.3 ---CRP CRP SLB SLB SLB

PLUMBING PLAN

PLUMBING FIXTURE SCHEDULE **DESCRIPTION** HW1 1/2" 1 1/2" <u>ELECTRIC WATER COOLER</u> — 'ELKAY' MODEL LZS8WSLP, BOTTLE FILLING STATION AND SINGLE ADA COOLER, FILTERED 8 GPH LIGHT GREY, ELECTRONIC BOTTLE FILLER SENSOR, FRONT AND SIDE BUBBLER PUSHBAR, WALL MOUNT.

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