Bidding Requirements and General Conditions for

Van Buren Township Downtown Development Authority 2016 Place Making Project

Van Buren Township, Michigan

Construction Manager:

Axiom Construction Services Group, LLC 7789 East M-36

Whitmore Lake, MI 48189

Phone: (248) 446-1104

Facsimile: (248) 446-1105

SECTION 00010 ADVERTISEMENT FOR BIDS

Sealed bids for Van Buren Township Downtown Development Authority, will be received until **2:00 p.m. local time on Wednesday, March 14, 2018** at the office of Axiom Construction Services Group LLC, 7789 E. M-36, Whitmore Lake, MI 48189.

Bids will be received and opened privately.

Bids received after this time and date will be returned unopened. Faxed or e-mailed proposals will be accepted.

This Bid Package will consist of a separate bid for each of the following Bid Categories:

100: Site Demolition	200: Earthwork and Site Utilizes
201: Asphalt Paving/Site Concrete	202: Landscaping
203: Fencing & Gates	300: Foundations
301: Interior Concrete	400: Masonry
500: Steel & Miscellaneous Steel	600: Carpentry
601: Interior Architectural Woodwork	700: Roofing/Sheetmetal/Gutters
701: Siding	702: Joint Sealant/Caulking & Waterproofing
800: Aluminum Entrances/Glass & Glazing	801: Doors / Frames / Hardware
802: Overhead Doors	901: Hard Tile
902: Carpet & Resilient Flooring	903: Painting
1005: Signage & Electronic Sign	1015: Toilet Accessories / FEC
1500: Plumbing	1502: HVAC
1600: Electrical	

Bidding documents prepared by **Wakely Associates, Inc.** and dated February 9, 2018 will be available for review at the office of the Construction Manager, **Axiom Construction Services Group, LLC.**, 7789 E. M-36, Whitmore Lake, MI 48189.

Bid Documents will be available beginning at 8:00 AM on Friday, February 23, 2018 via the following: .

 Bidders may download bid documents from <u>www.AxiomCSGLLC.com</u> or by contacting the Construction Manager, **Axiom Construction Services Group LLC**, at (248) 446-1104

There will be a Pre-Bid Meeting held at 10:00 a.m. on Wednesday, February 28, 2018. The meeting will be held at the project, located at 10151 Bellville Rd, Van Buren Twp., MI 48111. All bidders are encouraged to attend; however, this meeting is MANDATORY for Demolition Contractors. The Existing building will be open for inspection at the time of the meeting.

All bids should include 1 copy of the Proposal Execution Form (Section 00400),

TABLE OF CONTENTS

Division 0	Bidding and Contract Requirements
00010	Advertisement for Bids
00100	Instructions to Bidders
00110	Supplemental / Special Instructions to Bidders
00200	Proposal Section
00210	Milestone Schedule
00300	Bid Division Index and Description
00400	Proposal Execution Form
00500	Construction Contract
00600	Pre-Contract Performance Submittals
00700	General Conditions of the Contract for Construction
00810	Supplemental Conditions to the General Conditions
00851	Index of Drawings (See Wakely Associates Manual)
Division 0	GENERALREQUIREMENTS
01010	Summary of Work
01010 01025	Summary of Work Construction and Change Documents
	•
01025 01050 01060	Construction and Change Documents Layout and Measurements Permits, Inspections and Licensing Fees
01025 01050 01060 01090	Construction and Change Documents Layout and Measurements Permits, Inspections and Licensing Fees Reference Standards (See Wakely Associates Manual)
01025 01050 01060 01090 01200	Construction and Change Documents Layout and Measurements Permits, Inspections and Licensing Fees Reference Standards (See Wakely Associates Manual) Project Meeting
01025 01050 01060 01090 01200 01300	Construction and Change Documents Layout and Measurements Permits, Inspections and Licensing Fees Reference Standards (See Wakely Associates Manual) Project Meeting Submittals
01025 01050 01060 01090 01200 01300 01500	Construction and Change Documents Layout and Measurements Permits, Inspections and Licensing Fees Reference Standards (See Wakely Associates Manual) Project Meeting Submittals Construction Facilities and Temporary Controls
01025 01050 01060 01090 01200 01300 01500 01520	Construction and Change Documents Layout and Measurements Permits, Inspections and Licensing Fees Reference Standards (See Wakely Associates Manual) Project Meeting Submittals Construction Facilities and Temporary Controls Safety
01025 01050 01060 01090 01200 01300 01500 01520 01570	Construction and Change Documents Layout and Measurements Permits, Inspections and Licensing Fees Reference Standards (See Wakely Associates Manual) Project Meeting Submittals Construction Facilities and Temporary Controls Safety Traffic, Environmental and Safety Protection
01025 01050 01060 01090 01200 01300 01500 01520 01570 01580	Construction and Change Documents Layout and Measurements Permits, Inspections and Licensing Fees Reference Standards (See Wakely Associates Manual) Project Meeting Submittals Construction Facilities and Temporary Controls Safety Traffic, Environmental and Safety Protection Project Signs
01025 01050 01060 01090 01200 01300 01500 01520 01570 01580 01600	Construction and Change Documents Layout and Measurements Permits, Inspections and Licensing Fees Reference Standards (See Wakely Associates Manual) Project Meeting Submittals Construction Facilities and Temporary Controls Safety Traffic, Environmental and Safety Protection Project Signs Materials and Equipment
01025 01050 01060 01090 01200 01300 01500 01520 01570 01580	Construction and Change Documents Layout and Measurements Permits, Inspections and Licensing Fees Reference Standards (See Wakely Associates Manual) Project Meeting Submittals Construction Facilities and Temporary Controls Safety Traffic, Environmental and Safety Protection Project Signs
01025 01050 01060 01090 01200 01300 01500 01520 01570 01580 01600 01610	Construction and Change Documents Layout and Measurements Permits, Inspections and Licensing Fees Reference Standards (See Wakely Associates Manual) Project Meeting Submittals Construction Facilities and Temporary Controls Safety Traffic, Environmental and Safety Protection Project Signs Materials and Equipment Access, Delivery and Storage
01025 01050 01060 01090 01200 01300 01500 01520 01570 01580 01600 01610 01700	Construction and Change Documents Layout and Measurements Permits, Inspections and Licensing Fees Reference Standards (See Wakely Associates Manual) Project Meeting Submittals Construction Facilities and Temporary Controls Safety Traffic, Environmental and Safety Protection Project Signs Materials and Equipment Access, Delivery and Storage Contract Close out

SECTION 00100 INSTRUCTIONS TO BIDDERS

The instructions to bidders is AIA Document A701, issued by the American Institute of Architects, 1997 edition.

In addition:

- 1. Bid documents may be obtained at the office of the Construction Manager, **Axiom Construction Services Group LLC**.
- 2. Bid documents may also be downloaded free of charge from Axiomcsgllc.com. Bidders may contact the Construction Manager, **Axiom Construction Services Group LLC** at (248) 446-1104 to obtain log in information for accessing the Gradebeam.com files.
- 3. Bidders must include with their bid, in a sealed envelope, the following forms and information:
 - a. Proposal Execution Form (Section 00400)
- 4. The apparent low bidders will be required to attend a post bid interview. The post bid interview will take place at the office of the Construction Manager, **Axiom Construction Services Group LLC**. A bidder's failure to attend the post bid interview may be cause for disqualification of the bidder's proposal.

Instructions to Bidders

for the following PROJECT:

(Name and location or address)
Van Buren Township DDA

THE OWNER:

(Name, legal status and address)

THE ARCHITECT:

(Name, legal status and address)

TABLE OF ARTICLES

- 1 DEFINITIONS
- 2 BIDDER'S REPRESENTATIONS
- 3 BIDDING DOCUMENTS
- **4 BIDDING PROCEDURES**
- 5 CONSIDERATION OF BIDS
- **6 POST-BID INFORMATION**
- 7 PERFORMANCE BOND AND PAYMENT BOND
- 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

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.

ARTICLE 1 DEFINITIONS

- § 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.
- § 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.
- § 1.3 Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
- § 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- § 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.
- § 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.
- § 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.
- § 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.
- § 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

- § 2.1 The Bidder by making a Bid represents that:
- § 2.1.1 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.
- § 2.1.2 The Bid is made in compliance with the Bidding Documents.
- § 2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.
- § 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 COPIES

§ 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

- § 3.1.2 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the Advertisement or Invitation to Bid, or in supplementary instructions to bidders.
- § 3.1.3 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- § 3.1.4 The Owner and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

§ 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

- § 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.
- § 3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least seven days prior to the date for receipt of Bids.
- § 3.2.3 Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

§ 3.3 SUBSTITUTIONS

- § 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.
- § 3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.
- § 3.3.3 If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.
- § 3.3.4 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 ADDENDA

- § 3.4.1 Addenda will be transmitted to all who are known by the issuing office to have received a complete set of Bidding Documents.
- § 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- § 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.
- § 3.4.4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 PREPARATION OF BIDS

- § 4.1.1 Bids shall be submitted on the forms included with the Bidding Documents.
- § 4.1.2 All blanks on the bid form shall be legibly executed in a non-erasable medium.
- § 4.1.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.
- § 4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.
- § 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."
- § 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.
- § 4.1.7 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

§ 4.2 BID SECURITY

- § 4.2.1 Each Bid shall be accompanied by a bid security in the form and amount required if so stipulated in the Instructions to Bidders. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. The amount of the bid security shall not be forfeited to the Owner in the event the Owner fails to comply with Section 6.2.
- § 4.2.2 If a surety bond is required, it shall be written on AIA Document A310, Bid Bond, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.
- § 4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

§ 4.3 SUBMISSION OF BIDS

- § 4.3.1 All copies of the Bid, the bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.
- § 4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.
- § 4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
- § 4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

§ 4.4 MODIFICATION OR WITHDRAWAL OF BID

§ 4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

§ 4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

§ 4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

§ 4.4.4 Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS § 5.1 OPENING OF BIDS

At the discretion of the Owner, if stipulated in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders.

§ 5.2 REJECTION OF BIDS

The Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

§ 5.3 ACCEPTANCE OF BID (AWARD)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.

§ 5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION § 6.1 CONTRACTOR'S QUALIFICATION STATEMENT

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request, a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

§ 6.2 OWNER'S FINANCIAL CAPABILITY

The Owner shall, at the request of the Bidder to whom award of a Contract is under consideration and no later than seven days prior to the expiration of the time for withdrawal of Bids, furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Unless such reasonable evidence is furnished, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 SUBMITTALS

§ 6.3.1 The Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, after notification of selection for the award of a Contract, furnish to the Owner through the Architect in writing:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder in writing if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND § 7.1 BOND REQUIREMENTS

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder's usual sources.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 If the Owner requires that bonds be secured from other than the Bidder's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

§ 7.2 TIME OF DELIVERY AND FORM OF BONDS

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond. Both bonds shall be written in the amount of the Contract Sum.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.

SECTION 00110 SUPPLEMENTAL/SPECIAL INSTRUCTIONS TO BIDDERS

THE FOLLOWING CONDITIONS AMEND, SUBTRACT OR ADD TO THE <u>INSTRUCTIONS TO BIDDERS</u>, <u>AIA DOCUMENT A-701</u>, <u>1997 EDITION</u>

ARTICLE I

DEFINITIONS

- 1.2 In the second line change the word "A201" to "A201/Cma, 1992 Edition,"
- 1.10 Add a new paragraph:

"A Bid Division is a unit of work to be performed by a contractor and his subcontractors which forms part of the total project. The term Bid Division should not be confused with the term Technical Division. Basically, the Technical Division specifies quality and performance, the Bid Division denotes work scope."

1.11 Add a new paragraph:

"A Bid Division Description is a written description of the scope of work to be performed by a bidder in a specific Bid Division."

ARTICLE 2

BIDDERS REPRESENTATIONS

2.1.3 <u>Delete</u> this entire paragraph and substitute the following:

"The Bidder has examined the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's examination with the requirements of the proposed Contract Documents and has satisfied themselves as to the conditions thereof. No allowances or extra payments will be made to the Bidder for, or on account of costs or expenses occasioned by Bidder's failure to comply with the provisions hereof or by reason of error or oversight on the part of the Bidder.

ARTICLE 3

BIDDING DOCUMENTS

- 3.1 COPIES
 - 3.1.3.1.1 <u>Insert</u> the words ", Construction Manager," after the word "Owner" in the second line.
 - 3.1.4 Insert the words ", Construction Manager," after the word "Owner" in the first line.

- 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.
 - 3.2.2 <u>Delete</u> the period at the end of the paragraph and <u>continue the sentence</u> as follows: "...or make a verbal request to the Architect at the Pre-Bid Meeting."

3.3 SUBSTITUTIONS

3.3.1 Add the following:

Where several materials are specified under the same heading, selection shall be at the option of the Bidder. Where materials or products are specified accompanied with the phrase "Approved Substitution", or similar verbiage, the Bidder may submit materials or products for approval in accordance with Subparagraph 3.3.2.

- 3.3.2 In the third line change the word "ten" to "seven working".
- 3.4 ADDENDA.
- 3.4.3 <u>Delete</u> this paragraph.

ARTICLE 4

BIDDING PROCEDURE

- 4.1 FORM AND STYLE FOR BIDS.
 - 4.1.1 <u>Delete</u> remainder of sentence after the word "forms" and add the following words "provided by the Construction Manager."
 - 4.1.2 <u>Delete</u> this paragraph.
 - 4.1.7 <u>Delete</u> the words "Copy of the" after the first word "Each". <u>Delete</u> the first two words in the second sentence "Each copy" and the period at the end of the first sentence. Insert a comma and the word "and" after the words "legal entity".
- 4.3 SUBMISSION OF BIDS.
 - 4.4.1 Add the following sentence after the first sentence:

"Bidder shall agree not to withdraw their bid for a period of (90) ninety calendar days after the date for receipt of bids."

ARTICLE 5

CONSIDERATION OF BIDS

5.1 OPENING OF BIDS

<u>Revise</u> entire paragraph to read as follows: "The properly identified Bids received on time will be privately opened in accordance with the Advertisement for Bids.

5.2 REJECTION OF BIDS

Add the following to the end of the first sentence: ", including the low bid."

- 5.3 ACCEPTANCE OF BID (AWARD)
 - 5.3.1 <u>Delete</u> the word "qualified" and replace with the word "responsible" in the first sentence.

 <u>Add</u> the words "or reject any and all bids" after the word "accept" in the second sentence.

ARTICLE 6

POST-BID INFORMATION

- 6.1 CONTRACTOR'S QUALIFICATION STATEMENT.
- 6.1.1 <u>Insert</u> the words "Construction Manager or" prior to the word "Architect" in the second line.
 - 6.1.2 OWNER'S FINANCIAL CAPABILITY

 <u>Delete</u> this paragraph in its entirety.

6.3 SUBMITTALS.

- 6.3.1 In the third line, replace the word "Architect" with "Construction Manager". <u>Delete</u> the colon after the word "writing", and add the following: "all Pre-Contract Performance Submittals as specified in Section 00600". <u>Delete</u> items .1, .2, and .3 from this paragraph.
- 6.3.2 <u>Insert</u> the words "Construction Manager" prior to the "Architect" in the second line.
- 6.3.3 <u>Delete</u> this paragraph in its entirety and <u>replace with</u> " Prior to the award of the Contract, the Construction Manager will notify the Bidder in writing if either the Owner, Construction Manager, or Architect, after due investigation, has reasonable and substantial objection to any person or entity on such list, and refuses in writing to accept such persons or organization. The bidder may, at their option, (1) withdraw the bid; (2) submit an acceptable substitute person or entity at no change in cost; (3) submit an acceptable substitute person or entity with an adjustment in the Bid price to cover the difference in cost occasioned by such substitution".

- 6.3.4 <u>Insert</u> the words ", Construction Manager" after the word "Owner" in the second line. <u>Insert</u> the words ", Construction Manager" after the word "Owner" in the fifth line.
- 6.3.5 Add a new paragraph:

"Owner shall not be liable to Bidder for any cost incurred by the Bidder prior to contract execution."

ARTICLE 7

PERFORMANCE BOND AND PAYMENT BOND

- 7.1 BOND REQUIREMENTS.
 - 7.1.3 <u>DELETE</u> this paragraph in its entirety and <u>replace with</u> "The sureties shall be authorized and licensed to conduct surety business by the State of Michigan and with a rating of excellent or superior from the AM Best Company.
 - 7.1.4 Add a new paragraph:

"The Owner reserves the right to waive bonds on contracts."

- 7.2 TIME OF DELIVERY AND FORM OF BONDS.
 - 7.2.1 <u>DELETE</u> the first sentence and <u>replace with</u> "The Bidder shall deliver the required bonds to the Owner through the Construction Manager as specified in Section 00600, pre-contract performance submittals.

ARTICLE 8

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

- 8.1 <u>Delete</u> this entire paragraph and substitute the following
- 8.1.1 FORM TO BE USED.
 - 8.1.1 Axiom Construction Services Group, LLC Standard form of Agreement (Copy enclosed).

END OF SECTION

SECTION 00200 PROPOSAL SECTION

1.0 ATTENTION ALL BIDDERS

A. This is a Construction Management Project. There is no General Contractor. All contractors on this Project are considered Prime Contractors. The Construction Manager will award separate contracts for each Bid Divisions involved in the Project. The Project will be administered by the Construction Manager.

2.0 BID DIVISION UNIT

A. Although each Bid Division involves an obvious and recognizable segment of "conventional" subcontracting, multiple contract performance requires that adjustments be made to permit the completion of a bid division as a construction unit. Each contractor is to review the total scope of their responsibilities with respect to the work of their division and provide for same in their proposal.

3.0 BID DIVISION DESCRIPTION

- A. For clarification purposes the scope of the work involved in each Bid Division is defined in three categories: "'EXCLUDED "and "INCLUDED".
- B. Information provided under the heading "EXCLUDED" is for the purpose of noting a point of beginning and/or to eliminate fringe involvements that might be inadvertently included in the scope of the work. Information under this heading is not always required to define a Bid Division.
- C. "INCLUDED" items that are listed within the work scope of a Bid Division.

4.0 MANDATORY INTERFACES

A. The scope of each contractor's work is defined in the description of their Bid Division. Each contractor shall familiarize themselves with the requirements of those Bid Divisions that interface with their own. They shall consider the fact that their work follows the work of another contractor and that still another contractor will interface with the work of their Bid Division and the intent is to produce a complete and finished construction Project.

5.0 PRE-BID MEETINGS

A. Meetings with interested bidders shall be held after documents have been sent out and before the bid date. The purpose of the meetings is to familiarize bidders with the project. The Owner, Architect, Engineer and Construction Manager shall be in attendance. The schedule of meetings will be sent out by the Construction Manager. Bidders are urged to attend.

6.0 BIDDING AND AWARD

- A. All bidders must submit their proposal on the form provided. Failure to do so may jeopardize the offeror's chances of receiving an award.
- B. There is no limit as to the number of Bid Divisions any one contractor can bid. However, each contractor is requested to enter a figure for each and every bid division they are bidding, which may be a consideration for award in that division. Space is provided in the Proposal Form to accommodate combined proposals, if any contractor bidding more than one division wishes to be considered on this alternate basis.
- C. The award of all Bid Divisions will be based on the dollar value of the proposal, the qualifications of the contractor and ability to perform. Bidders are cautioned to fill in all blanks on the pages of the proposal they are submitting by noting "N/A" in those blanks not applicable to their particular proposal.

7.0 ACCEPTANCE OR REJECTION OF BIDS

A. The bidder by submitting their bid: 1) acknowledges the right of the Owner and or the Construction Manager to accept or reject any and all bids, to waive any informality or irregularity in any bid received, and to accept a bid other than the lowest bid, 2) acknowledges the right of the Owner and or Construction Manager to accept any combination of Bid Divisions as serves the best interest of the project, and 3) represents that they will accept award, regardless of who the other Bid Division contractors may be.

8.0 MILESTONE CONSTRUCTION SCHEDULE

- A. A milestone construction schedule for the Project has been developed by the Construction Manager. Each bidder is required to review the milestone dates indicated therein and to either endorse or amend them within the context of the portion(s) they are bidding. A space is provided on the Proposal Form for specific endorsement or amendment.
- B. The Milestone dates as endorsed and/or amended by the successful bidders and accepted by the Owner will be used as the basis for a Construction Schedule by which the project will be built.

C. The effect of any amendment to the schedule shall be considered when selecting a contractor for performance of the work due to the fact that time is of the essence to the Owner. Bidders are obligated to comment on the milestone dates if in their opinion they do not realistically depict the time interval for performance of the work in their bid division(s).

END OF SECTION

Section 00210 Milestone Schedule

The Milestone Schedule indicates completion dates for significant activities during the construction period. Completion of an activity is considered to be attained when the Work of subsequent activities can proceed in accordance with their scheduled dates.

During the construction period, a Construction Schedule will be collectively developed and updated from current information and input from Contractors. The Construction Schedule will detail contractor performance responsibilities between project milestones.

PRE- CONTRACT
Pre-bid Meeting
February 28, 2018
Bids Due
March 14, 2018
DDA Approval of GMP/CM Contract Award
TBD

Milestone Dates

Ground Breaking April 2, 2018

Substantial Completion 2, 202

Substantial Completion December 3, 2018

SECTION 00300

BID DIVISION INDEX AND DESCRIPTIONS

Bid Division	Bid Division Title	Type of Work
100	Site Demolition	Furnish & Install
200	Earthwork / Site Utilities	Furnish & Install
201	Asphalt Paving / Site Concrete	Furnish & Install
202	Landscaping	Furnish & Install
203	Fencing & Gates	Furnish & Install
300	Foundations	Furnish & Install
301	Interior Concrete	Furnish & Install
400	Masonry	Furnish & Install
500	Steel & Miscellaneous Iron	Furnish & Install
600	Carpentry	Furnish & Install
601	Interior Architectural Woodwork	Furnish & Install
700	Roofing / Sheetmetal / Gutters	Furnish & Install
701	Siding	Furnish & Install
702	Joint Sealant / Caulking / Waterproofing	Furnish & Install
800	Aluminum Entrances / Glass & Glazing	Furnish & Install
801	Doors / Frames / Hardware	Furnish & Install
802	Overhead Doors	Furnish & Install
901	Hard Tile	Furnish & Install
902	Carpet / Resilient Flooring	Furnish & Install
903	Painting	Furnish & Install
1005	Signage & Electronic Signs	Furnish & Install
1015	Toilet Accessories / FEC	Furnish & Install
1500	Plumbing	Furnish & Install
1502	HVAC	Furnish & Install
1600	Electrical	Furnish & Install

BID DIVISION DESCRIPTION

BID DIVISION 100: Building Demolition

EXCLUDED:

- 1. Testing services (provided by Owner).
- 2. Demolition of Trees, Shrubs & Landscaping
- 3. Disconnect of Gas, Electric, Water
- 4. Abatement of any kind
- 5. Utility & Hazardous materials clearances (already obtained by Owner).
- 6. Removal of existing drives & approaches

INCLUDED:

Furnish and install all material, labor and equipment required for the work of the following categories specified in Technical Specifications for a complete & operational system.

02220 Demolition	02070 Selective Demolition
02300 Earthwork (as it pertains to this category)	02925 Clean-up and Restoration

- 1. Provide all shop drawings, Submittals & Samples as required by the specifications.
- 2. Provide lay out for the work of this contract & coordination with other trades for the work of this contract.
- 3. Participate in job meetings as required.
- 4. Review all notes, drawings, details, elevation, etc. for work required by this bid division.
- 5. Removal of all buildings, structures, pavements, foundations, slabs, etc complete as indicated, specified & required; inclusive of salvaging of all items that are indicated to be salvaged, re-used or turned over to Owner.
- 6. Demo all site concrete, asphalt saw cutting as indicated, specified & required for the work of this contract. Use wet saws or dustless saws only to eliminate dust generation; Clean-up & removal of any slurry resulting from saw-cutting operations. Do not allow slurry to enter any existing drains
- 7. Remove all debris generated by this category's work and dispose of legally off site.
- 8. At removed foundations and slabs provide MDOT Class II granular fill compacted in 12" lift to 95% density.
- 9. Coordination with other trades, including mandatory participation in job meetings.
- 10. Contact Miss Dig before starting any site work.
- 11. Provide dumpsters for debris generated by the work of this contract.
- 12. Furnish sufficient skilled manpower that is required to maintain the established schedule.
- 13. Furnish all fasteners, anchors, adhesives, etc. required for the work of this contract.
- 14. Furnish & Install all required Lifts, scaffolding, etc. to perform work
- 15. Protection of all surrounding & adjacent surfaces and/or items that are existing to remain.
- 16. Clean-up and removal of debris generated by this work and placed in dumpsters is required at the end of each & every work day and/or shift without exception. If clean-up is not completed, Axiom CSG will have it done and a charge of \$450.00 per occurrence will be back charged to the contract.

- 17. Allowable mark-ups to cover overhead & profit for additional work shall be limited to the following: Work by own forces: 12% and Work by Subcontractor: 7%.
- 18. All premium time, overtime, weekend work, shift work, etc. required to accommodate & maintain the established schedule & completion date.

BID DIVISION DESCRIPTION

BID DIVISION 200: Earthwork and Site Utilities

EXCLUDED:

- 1. Testing services (provided by Owner).
- 2. Demolition of Buildings & Foundations
- 3. Foundation excavations for building B & C
- 4. Landscaping Work

INCLUDED:

Furnish and install all material, labor and equipment required for the work of the following categories specified in Technical Specifications for a complete & operational system.

02220 Demolition	02230 Site Clearing
02300 Earthwork	02370 Soil Erosion & Sedimentation Control
02411 Foundation Drainage System	02484 Topsoil
02530 Sanitary Sewerage	02620 Sub Drainage
02630 Storm Drainage	02265 Water Distribution
02925 Cleanup and Restoration	

- 1. Provide all shop drawings, Submittals & Samples as required by the specifications.
- 2. Provide lay out for the work of this contract & coordination with other trades for the work of this contract.
- 3. Participate in job meetings as required.
- 4. Review all notes, drawings, details, elevation, etc. for work required by this bid division.
- 5. Remove all trees & roots complete as indicated, specified & required.
- 6. Provide all traffic control measures required.
- 7. Furnish & Install mud matt as indicated, specified & required.
- 8. Furnish & install all soil erosion control systems as indicated, specified & required; inclusive of removal of same when no longer required; include obtaining & paying for soil erosion permits.
- 9. Provide all earthwork complete as indicated, specified & required; inclusive of spreading & grading of topsoil after all site work is completed; inclusive of removal of all excess spoils & soils.
- 10. Furnish & install compacted MDOT Class II granular fill compacted in 12" lift to 95% density fill base complete as indicated, specified & required; inclusive of building platform, walks, drives & slabs.
- 11. Verify building pad elevations after completion of earthwork operations. Provide survey results to Axiom CSG.
- 12. Proof roll subgrade for building pad and pavement areas.
- 13. Coordination and verification of grades/elevations with Bid Division 201 (Asphalt Paving and Exterior Site Concrete, Bid Division 300 (Foundations), and Bid Division 301 Interior Concrete.
- 14. Removal of exiting drives and approaches complete as indicated, specified & required.
- 15. Furnish & install compacted stone base for all pavement complete as indicated, specified & required.

- 16. Provide all excavation & backfill complete as indicated, specified & required for building crawl space.
- 17. Provide fill material as required to bring building pad to rough grade (+/- 0.10').
- 18. Clean all catch basins and storm drains at completion of project.
- 19. Remove temporary controls after final landscaping and final inspection.
- 20. Pay costs of any fines resulting from improperly placed or improperly maintained soil erosion control measures.
- 21. Install and maintain tree protection as shown and specified.
- 22. Provide all underground storm & sanitary sewer systems inclusive of final connections at the street, complete as indicated, specified & required.
- 23. Provide all underground domestic water system as indicated, specified & required; inclusive of hydrants.
- 24. Clean, disinfect and test water mains.
- 25. Maintain dust control throughout duration of project.
- 26. Strip topsoil, stockpile on site, screen, spread to finish grade, and remove excess.
- 27. Coordination with other trades, including mandatory participation in job meetings.
- 28. Contact Miss Dig before starting any site work.
- 29. Provide dumpsters for debris generated by the work of this contract.
- 30. Furnish sufficient skilled manpower that is required to maintain the established schedule.
- 31. Furnish all fasteners, anchors, adhesives, etc. required for the work of this contract.
- 32. Furnish & Install all required Lifts, scaffolding, etc. to perform work
- 33. Protection of all surrounding & adjacent surfaces and/or items that are existing to remain.
- 34. Clean-up and removal of debris generated by this work and placed in dumpsters is required at the end of each & every work day and/or shift without exception. If clean-up is not completed, Axiom CSG will have it done and a charge of \$450.00 per occurrence will be back charged to the contract.
- 35. Allowable mark-ups to cover overhead & profit for additional work shall be limited to the following: Work by own forces: 12% and Work by Subcontractor: 7%.
- 36. All premium time, overtime, weekend work, shift work, etc. required to accommodate & maintain the established schedule & completion date.

BID DIVISION DESCRIPTION

BID DIVISION 201: Asphalt Paving / Site Concrete

EXCLUDED:

- 1. Earthwork and site utilities
- 2. Testing services (provided by Owner).
- 3. Landscaping Work
- 4. Aggerate base under pavement

INCLUDED:

Furnish and install all material, labor and equipment required for the work of the following categories specified in Technical Specifications for a complete & operational system.

02740 Hot Mix Asphalt Paving	02751 Concrete Pavement
02751 Concrete Markings	02925 Cleanup and Restoration
07910 Joint Fillers and Gaskets	07920 Sealants and Caulking
09614 ADA Replaceable Cast in place Detectable Warning Surfaces	

- 1. Provide all shop drawings, Submittals & Samples as required by the specifications.
- 2. Provide lay out for the work of this contract & coordination with other trades for the work of this contract.
- 3. Participate in job meetings as required.
- 4. Review all notes, drawings, details, elevation, etc. for work required by this bid division.
- 5. Provide all traffic control measures required.
- 6. Furnish & install all site concrete work complete as indicated, specified & required; inclusive of walks, drives, pavement, curbing, ramps, etc.
- 7. Furnish & install all Asphalt work complete as indicated, specified & required.
- 8. Account for separate mobilizations for wearing course and leveling course.
- 9. Furnish & install ADA detectable warning surface units complete as indicated, specified & required.
- 10. Furnish & install pavement sealants complete as indicated, specified & required
- 11. Furnish & Install all pavement striping/markings complete as indicated, specified & required; inclusive of all exterior traffic and parking signs.
- 12. Furnish & install all Exterior Concrete Flatwork for concrete stoops complete as indicated, specified & required.
- 13. Include the sum of \$100 per cubic yard for the of the colored concrete, if the lesser cost color is selected the net difference will be credited back to the CM via directive change order.
- 14. Re-grading of subgrade prior to placing aggregate base, coordination and verification of grades with Bid Division 200.
- 15. Power vacuuming of all pavements upon completion of project.
- 16. Power vacuuming of base course prior to wearing course installation.
- 17. Adjustment of all castings/structures prior to paving.
- 18. Removal of surplus materials from site.

- 19. Restore soil erosion control measures affected by your work.
- 20. Furnish sufficient skilled manpower that is required to maintain the established schedule.
- 21. Furnish all fasteners, anchors, adhesives, etc. required for the work of this contract.
- 22. Furnish & Install all required Lifts, scaffolding, etc. to perform work
- 23. Protection of all surrounding & adjacent surfaces and/or items that are existing to remain.
- 24. Clean-up and removal of debris generated by this work and placed in dumpsters is required at the end of each & every work day and/or shift without exception. If clean-up is not completed, Axiom CSG will have it done and a charge of \$450.00 per occurrence will be back charged to the contract.
- 25. Allowable mark-ups to cover overhead & profit for additional work shall be limited to the following: Work by own forces: 12% and Work by Subcontractor: 7%.
- 26. All premium time, overtime, weekend work, shift work, etc. required to accommodate & maintain the established schedule & completion date.

BID DIVISION DESCRIPTION & PRICING FORM

BID DIVISION 202: Landscaping

EXCLUDED:

- 1. Soil erosion & tree protection
- 2. Exterior lighting & power
- 3. All site demolition, including removal of existing trees

INCLUDED:

Furnish and install all material, labor and equipment required for the work of the following categories specified in Technical Specifications for a complete & operational system.

02300 Earthwork	02480 Landscape Work
02484 Topsoil	02499 Landscaping Maintenance & Warranty Standards
02925 Cleanup and Restoration	10999 Miscellaneous Specialties (as it pertains to your scope)

- 1. Provide all shop drawings, Submittals & Samples as required by the specifications.
- 2. Provide lay out for the work of this contract & coordination with other trades for the work of this contract.
- 3. Participate in job meetings as required.
- 4. Review all notes, drawings, details, elevation, etc. for work required by this bid division
- 5. Fine grade & rake out topsoil placed by others.
- 6. Furnish & install all landscaping complete as indicated, specified & required.
- 7. Furnish & install all irrigation system complete as indicated, specified & required.
- 8. Furnish Maintenance and warranties complete as indicated, specified & required.
- 9. Furnish & Install Mulch beds and weed barriers, planting beds complete as indicated, specified & required.
- 10. Furnish & Install edging material complete as indicated, specified & required.
- 11. Stake (brightly colored ribbon flags) the proposed location of all trees for A/E, owner, and utility review.
- 12. Upon completion of work, sweeping of adjacent public roadways, parking areas, etc. to clean up all debris from this bid division's work.
- 13. Fine grading & final raking of topsoil prior to installing seeds or turf grass.
- 14. Broom clean up excess materials
- 15. Furnish & Install bike rake complete as indicated, specified & required.
- 16. Furnish & Install Pergola, Pavilion and ADA Picnic Table complete as indicated, specified & required.
- 17. Furnish & Install Stone retaining walls inclusive of base complete as indicated, specified & required.
- 18. Removal of surplus materials from site.
- 19. Restore soil erosion control measures affected by your work.
- 20. Furnish sufficient skilled manpower that is required to maintain the established schedule.
- 21. Furnish all fasteners, anchors, adhesives, etc. required for the work of this contract.
- 22. Furnish & Install all required Lifts, scaffolding, etc. to perform work

- 23. Protection of all surrounding & adjacent surfaces and/or items that are existing to remain.
- 24. Clean-up and removal of debris generated by this work and placed in dumpsters is required at the end of each & every work day and/or shift without exception. If clean-up is not completed, Axiom CSG will have it done and a charge of \$450.00 per occurrence will be back charged to the contract.
- 25. Allowable mark-ups to cover overhead & profit for additional work shall be limited to the following: Work by own forces: 12% and Work by Subcontractor: 7%.
- 26. All premium time, overtime, weekend work, shift work, etc. required to accommodate & maintain the established schedule & completion date.

BID DIVISION DESCRIPTION

BID DIVISION 203: Fencing & Gates

EXCLUDED:

- 1. Soil erosion & tree protection
- 2. Exterior lighting & power
- 3. Line voltage power for gate operator
- 4. Conduits

INCLUDED:

Furnish and install all material, labor and equipment required for the work of the following categories specified in Technical Specifications for a complete & operational system.

02821 Vinyl and Gates	02835 Ornamental Metal Fencing System
02836 Alum. Cantilever Gate System	02925 Cleanup and Restoration
03001 Concrete Work	

- 1. Provide all shop drawings, Submittals & Samples as required by the specifications.
- 2. Provide lay out for the work of this contract & coordination with other trades for the work of this contract.
- 3. Participate in job meetings as required.
- 4. Review all notes, drawings, details, elevation, etc. for work required by this bid division.
- 5. Furnish & install all types of fencing systems work complete as indicated, specified & required; inclusive of low voltage wiring and final connections.
- 6. Furnish sufficient skilled manpower that is required to maintain the established schedule.
- 7. Furnish all fasteners, anchors, adhesives, etc. required for the work of this contract.
- 8. Furnish & Install all required Lifts, scaffolding, etc. to perform work
- 9. Protection of all surrounding & adjacent surfaces and/or items that are existing to remain.
- 10. Clean-up and removal of debris generated by this work and placed in dumpsters is required at the end of each & every work day and/or shift without exception. If clean-up is not completed, Axiom CSG will have it done and a charge of \$450.00 per occurrence will be back charged to the contract.
- 11. Allowable mark-ups to cover overhead & profit for additional work shall be limited to the following: Work by own forces: 12% and Work by Subcontractor: 7%.
- 12. All premium time, overtime, weekend work, shift work, etc. required to accommodate & maintain the established schedule & completion date.

BID DIVISION DESCRIPTION & PRICING FORM

BID DIVISION 300: Foundations

EXCLUDED:

- 1. Supply of anchor bolts and leveling plates
- 2. Testing services (provided by Owner).
- 3. All exterior concrete
- 4. Interior concrete flatwork
- 5. Foundations for light poles, fencing, flagpoles, and traffic signs

INCLUDED:

Furnish and install all material, labor and equipment required for the work of the following categories specified in Technical Specifications for a complete & operational system.

03001 Concrete Work	02925 Cleanup and Restoration
07200 Insulation	

- 1. Provide all shop drawings, Submittals & Samples as required by the specifications.
- 2. Provide lay out for the work of this contract & coordination with other trades for the work of this contract.
- 3. Participate in job meetings as required.
- 4. Review all notes, drawings, details, elevation, etc. for work required by this bid division.
- 5. Provide excavation & shaping work complete for any earth forming as required for this work; inclusive of trenching & cuts for stoops & entry column foundations.
- 6. Furnish & install all concrete foundation work complete as indicated, specified & required; inclusive of foundations for building A, B & C, pergola and pavilion (refer to sheet No. A3.1, screen wall, monument sign and entry brick piers.
- 7. Furnish & install all reinforcing steel complete as indicated, specified & required.
- 8. Furnish & install vertical rigid insulation as indicated, specified & required.
- 9. Set anchor bolts furnished by others & grouting of levelling plates as required
- 10. Removal off site of concrete truck wash out materials.
- 11. Cover exposed vertical re-steel rods per MIOSHA Standards and maintain.
- 12. Furnish sufficient skilled manpower that is required to maintain the established schedule.
- 13. Furnish all fasteners, anchors, adhesives, etc. required for the work of this contract.
- 14. Furnish & Install all required Lifts, scaffolding, etc. to perform work
- 15. Protection of all surrounding & adjacent surfaces and/or items that are existing to remain.
- 16. Clean-up and removal of debris generated by this work and placed in dumpsters is required at the end of each & every work day and/or shift without exception. If clean-up is not completed, Axiom CSG will have it done and a charge of \$450.00 per occurrence will be back charged to the contract.
- 17. Allowable mark-ups to cover overhead & profit for additional work shall be limited to the following: Work by own forces: 12% and Work by Subcontractor: 7%.
- 18. All premium time, overtime, weekend work, shift work, etc. required to accommodate & maintain the established schedule & completion date.

BID DIVISION DESCRIPTION

BID DIVISION 301: Interior Concrete

EXCLUDED:

- 1. Testing services (provided by Owner).
- 2. All exterior concrete
- 3. Foundations

INCLUDED:

Furnish and install all material, labor and equipment required for the work of the following categories specified in Technical Specifications for a complete & operational system.

02925 Cleanup and Restoration	03001 Concrete Work
07200 Insulation	07920 Sealants and Caulking

- 1. Provide all shop drawings, Submittals & Samples as required by the specifications.
- 2. Provide lay out for the work of this contract & coordination with other trades for the work of this contract.
- 3. Participate in job meetings as required.
- 4. Review all notes, drawings, details, elevation, etc. for work required by this bid division.
- 5. Furnish & install all slab on grade work at building A, B & C and crawl spaces complete as indicated, specified & required; inclusive of all fine grading, compaction, reinforcing, curing and saw cutting of control joints.
- 6. Furnish & install horizontal rigid insulation as indicated, specified & required.
- 7. Furnish & install housekeeping pads as indicated, specified & required.
- 8. Install all embedded items furnished by others as required.
- 9. Provide concrete sealer complete as indicated, specified & required.
- 10. Slope slab towards floor drains as shown.
- 11. Removal off site of concrete truck wash out materials.
- 12. Furnish sufficient skilled manpower that is required to maintain the established schedule.
- 13. Furnish all fasteners, anchors, adhesives, etc. required for the work of this contract.
- 14. Furnish & Install all required Lifts, scaffolding, etc. to perform work
- 15. Protection of all surrounding & adjacent surfaces and/or items that are existing to remain.
- 16. Clean-up and removal of debris generated by this work and placed in dumpsters is required at the end of each & every work day and/or shift without exception. If clean-up is not completed, Axiom CSG will have it done and a charge of \$450.00 per occurrence will be back charged to the contract.
- 17. Allowable mark-ups to cover overhead & profit for additional work shall be limited to the following: Work by own forces: 12% and Work by Subcontractor: 7%.
- 18. All premium time, overtime, weekend work, shift work, etc. required to accommodate & maintain the established schedule & completion date.

BID DIVISION DESCRIPTION

BID DIVISION 400: Masonry

EXCLUDED:

- 1. Testing services (provided by Owner).
- 2. Supply of steel lintels & miscellaneous steel
- 3. Caulking
- 4. Insulation

INCLUDED:

Furnish and install all material, labor and equipment required for the work of the following categories specified in Technical Specifications for a complete & operational system.

02925 Cleanup and Restoration	04100 Mortar & Grout
04300 Unit Masonry Work	04720 Cast Stone

- 1. Provide all shop drawings, Submittals & Samples as required by the specifications.
- 2. Provide lay out for the work of this contract & coordination with other trades for the work of this contract.
- 3. Participate in job meetings as required.
- 4. Review all notes, drawings, details, elevation, etc. for work required by this bid division.
- 5. Furnish & install all masonry work complete as indicated, specified & required; inclusive of all reinforcing, flashings, weeps, mortars, grouts, sand, etc. required to complete the work of this contract.
- 6. Furnish & install all below grade masonry work complete as indicated, specified & required.
- 7. Furnish & install all brick and stone work complete as indicated, specified & required; inclusive of all reinforcing, flashings, weeps, mortars, grouts, sand, etc. required to complete the work of this contract.
- 8. Furnish & Install stone for fire place, monument sign base, Entry Piers and screen wall complete as indicated, specified & required.
- 9. Set all loose steel lintels, bearing plates & other embeds furnished by others.
- 10. Clean all brick, stone & CMU complete as indicated, specified & required.
- 11. Furnish sufficient skilled manpower that is required to maintain the established schedule.
- 12. Furnish all fasteners, anchors, adhesives, etc. required for the work of this contract.
- 13. Furnish & Install all required Lifts, scaffolding, etc. to perform work
- 14. Protection of all surrounding & adjacent surfaces and/or items that are existing to remain.
- 15. Clean-up and removal of debris generated by this work and placed in dumpsters is required at the end of each & every work day and/or shift without exception. If clean-up is not completed, Axiom CSG will have it done and a charge of \$450.00 per occurrence will be back charged to the contract.
- 16. Allowable mark-ups to cover overhead & profit for additional work shall be limited to the following: Work by own forces: 12% and Work by Subcontractor: 7%.
- 17. All premium time, overtime, weekend work, shift work, etc. required to accommodate & maintain the established schedule & completion date.

BID DIVISION DESCRIPTION

BID DIVISION 500: Steel & Miscellaneous Iron

EXCLUDED:

- 1. Testing services (provided by Owner)
- 2. Installation of anchor bolts and leveling plates
- 3. Grouting of anchor bolts
- 4. Wood joists and deck
- 5. Pergola & Pavilion
- 6. Bike Rack

INCLUDED:

Furnish and install all material, labor and equipment required for the work of the following categories specified in Technical Specifications for a complete & operational system.

05120 Structural Steel	05500 Metal Fabrication
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- 1. Provide all shop drawings, Submittals & Samples as required by the specifications.
- 2. Provide lay out for the work of this contract & coordination with other trades for the work of this contract.
- 3. Participate in job meetings as required.
- 4. Review all notes, drawings, details, elevation, etc. for work required by this bid division.
- 5. Furnish and install all structural steel complete as indicated, specified & required.
- 6. Furnish anchor bolts & levelling plates as indicated, specified & required.
- 7. Furnish bollards as indicated, specified & required.
- 8. Furnish all miscellaneous iron complete as indicated, specified & required.
- 9. Furnish sufficient skilled manpower that is required to maintain the established schedule.
- 10. Furnish all fasteners, anchors, adhesives, etc. required for the work of this contract.
- 11. Furnish & Install all required Lifts, scaffolding, etc. to perform work
- 12. Protection of all surrounding & adjacent surfaces and/or items that are existing to remain.
- 13. Clean-up and removal of debris generated by this work and placed in dumpsters is required at the end of each & every work day and/or shift without exception. If clean-up is not completed, Axiom CSG will have it done and a charge of \$450.00 per occurrence will be back charged to the contract.
- 14. Allowable mark-ups to cover overhead & profit for additional work shall be limited to the following: Work by own forces: 12% and Work by Subcontractor: 7%.
- 15. All premium time, overtime, weekend work, shift work, etc. required to accommodate & maintain the established schedule & completion date.

BID DIVISION DESCRIPTION

BID DIVISION 600: Carpentry

EXCLUDED:

- 1. Installation of anchor bolts and leveling plates
- 2. Millwork & Wood Trim
- 3. Furnishing of doors, frames & hardware
- 4. Furnishing of Alum Clad Wood Casement Windows / Double Hung Windows
- 5. Furnishing of Toilet Accessories and Fire Extinguisher
- 6. Furnishing all specialty items in Division 10.
- 7. Furnishing of structural steel

INCLUDED:

Furnish and install all material, labor and equipment required for the work of the following categories specified in Technical Specifications for a complete & operational system.

06100 Carpentry, Wood Trusses & Wood Framing	06185 Structural Glued-Laminated Timber
08210 Wood Doors (Install Only)	08305 Access Doors & Panels
08520 Alum Clad Wood Casement Windows (Install only)	08520 Alum Clad Wood Double Hung Windows (Install only)
08310 Wood Pocket Doors (Install only)	08710 Finish Hardware (Install only)
09250 Gypsum Drywall	105222 Fire Extinguishers & Cabinets (install only)
10800 Toilet Accessories (install only)	10999 Miscellaneous Specialties (as it pertains to your scope)

- 1. Provide all shop drawings, Submittals & Samples as required by the specifications.
- 2. Provide lay out for the work of this contract & coordination with other trades for the work of this contract.
- 3. Participate in job meetings as required.
- 4. Review all notes, drawings, details, elevation, etc. for work required by this bid division.
- 5. Furnish and install all wood framing, wood trusses, wood joists and wood decking complete as indicated, specified & required; inclusive of structural glued-laminated timber.
- 6. Furnish & install all wood nailers, sheathing & blocking complete as indicated, specified & required.
- 7. Furnish & install all miscellaneous wall blocking complete as indicated, specified & required.
- 8. Install miscellaneous structural steel as required to frame the building.
- 9. Install only all wood doors, wood frames, pocket door & hardware complete as indicated, specified & required; inclusive of unloading & staging of all doors, frames & hardware when delivered to site by others.
- 10. Install casement & double hung windows complete as indicated, specified & required; inclusive of unloading & staging of all windows when delivered to site by others.
- 11. Furnish & Install all gypsum drywall & cement boards complete as indicated, specified & required.
- 12. Install all toilet accessories, fire extinguishers & cabinets as indicated, specified & required; inclusive of unloading & staging of all accessories when delivered to site by others.
- 13. Furnish & Install attic access pull down stair system complete as indicated, specified & required.

- 14. Furnish & Install all access panels complete as indicated, specified & required.
- 15. Furnish sufficient skilled manpower that is required to maintain the established schedule.
- 16. Furnish all fasteners, anchors, adhesives, etc. required for the work of this contract.
- 17. Furnish & Install all required Lifts, scaffolding, etc. to perform work
- 18. Protection of all surrounding & adjacent surfaces and/or items that are existing to remain.
- 19. Clean-up and removal of debris generated by this work and placed in dumpsters is required at the end of each & every work day and/or shift without exception. If clean-up is not completed, Axiom CSG will have it done and a charge of \$450.00 per occurrence will be back charged to the contract.
- 20. Allowable mark-ups to cover overhead & profit for additional work shall be limited to the following: Work by own forces: 12% and Work by Subcontractor: 7%.
- 21. All premium time, overtime, weekend work, shift work, etc. required to accommodate & maintain the established schedule & completion date.

BID DIVISION DESCRIPTION

BID DIVISION 601: Interior Architectural Woodworking

EXCLUDED:

- 1. Final plumbing
- 2. Final electrical
- 3. Resilient base on cabinets

INCLUDED:

Furnish and install all material, labor and equipment required for the work of the following categories specified in Technical Specifications for a complete & operational system.

06402 Interior Architectural Woodwork	07920 Sealants and caulking (As it pertains to your scope)
10999 Miscellaneous Specialties (As it pertains to your scope)	12300 Plastic Laminate Casework

- 1. Provide all shop drawings, Submittals & Samples as required by the specifications.
- 2. Provide lay out for the work of this contract & coordination with other trades for the work of this contract.
- 3. Participate in job meetings as required.
- 4. Review all notes, drawings, details, elevation, etc. for work required by this bid division.
- 5. Furnish & install all cabinetry & millwork complete as indicated, specified & required.
- 6. Furnish & install all laminate & solid surfacing top work complete as indicated, specified & required.
- 7. Furnish & install all finish wood trim, casing, wainscot and mantel as indicated, specified & required.
- 8. Furnish & install window sills complete as indicated, specified & required.
- 9. Furnish & Install Display / Poster Case complete as indicated, specified & required.
- 10. Furnish & Install Private Vanity complete as indicated, specified & required.
- 11. Furnish & install all sealants & caulking complete for the work installed by this contract.
- 12. Furnish sufficient skilled manpower that is required to maintain the established schedule.
- 13. Furnish all fasteners, anchors, adhesives, etc. required for the work of this contract.
- 14. Furnish & Install all required Lifts, scaffolding, etc. to perform work
- 15. Protection of all surrounding & adjacent surfaces and/or items that are existing to remain.
- 16. Clean-up and removal of debris generated by this work and placed in dumpsters is required at the end of each & every work day and/or shift without exception. If clean-up is not completed, Axiom CSG will have it done and a charge of \$450.00 per occurrence will be back charged to the contract.
- 17. Allowable mark-ups to cover overhead & profit for additional work shall be limited to the following: Work by own forces: 12% and Work by Subcontractor: 7%.
- 18. All premium time, overtime, weekend work, shift work, etc. required to accommodate & maintain the established schedule & completion date.

BID DIVISION DESCRIPTION

BID DIVISION 700: Roofing / Sheetmetal / Gutters

EXCLUDED:

- 1. Furnishing & Install Siding
- 2. Furnish & Install Fascia & soffit panels
- 3. Wood nailers & blocking

INCLUDED:

Furnish and install all material, labor and equipment required for the work of the following categories specified in Technical Specifications for a complete & operational system.

07600 Flashing & Sheetmetal	07610 Standing Seam Metal Roofing System
07920 Sealants and caulking (as it pertains to your scope)	07711 Commercial Gutter System
10999 Miscellaneous Specialties (as it pertains to your scope)	

- 1. Provide all shop drawings, Submittals & Samples as required by the specifications.
- 2. Provide lay out for the work of this contract & coordination with other trades for the work of this contract.
- 3. Participate in job meetings as required.
- 4. Review all notes, drawings, details, elevation, etc. for work required by this bid division.
- 5. Furnish & install roofing system, Sheetmetal and flashing complete as indicated, specified & required; inclusive of installing the roofing system on the Cupola.
- 6. Furnish & Install the Copula complete as indicated, specified & required.
- 7. Furnish & Install Gutter system complete as indicated, specified & required.
- 8. Furnish sufficient skilled manpower that is required to maintain the established schedule.
- 9. Furnish all fasteners, anchors, adhesives, etc. required for the work of this contract.
- 10. Furnish & Install all required Lifts, scaffolding, etc. to perform work
- 11. Protection of all surrounding & adjacent surfaces and/or items that are existing to remain.
- 12. Clean-up and removal of debris generated by this work and placed in dumpsters is required at the end of each & every work day and/or shift without exception. If clean-up is not completed, Axiom CSG will have it done and a charge of \$450.00 per occurrence will be back charged to the contract.
- 13. Allowable mark-ups to cover overhead & profit for additional work shall be limited to the following: Work by own forces: 12% and Work by Subcontractor: 7%.
- 14. All premium time, overtime, weekend work, shift work, etc. required to accommodate & maintain the established schedule & completion date.

BID DIVISION DESCRIPTION

BID DIVISION 701: Siding

EXCLUDED:

- 1. Furnishing & Install Roofing System
- 2. Wood nailers & blocking
- 3. Insulation of any kind

INCLUDED:

Furnish and install all material, labor and equipment required for the work of the following categories specified in Technical Specifications for a complete & operational system.

07462 Siding (Hardie Board)	07600 Flashing & Sheetmetal
07920 Sealants and caulking (As it pertains to your scope)	

- 1. Provide all shop drawings, Submittals & Samples as required by the specifications.
- 2. Provide lay out for the work of this contract & coordination with other trades for the work of this contract.
- 3. Participate in job meetings as required.
- 4. Review all notes, drawings, details, elevation, etc. for work required by this bid division.
- 5. Furnish & install siding, perforated soffit and 10x fiber cement board fascia complete as indicated, specified & required; Inclusive of furnishing and installing z-flashing siding starter strip.
- 6. Furnish & Install all furring strip receive siding as indicated, specified and required.
- 7. Furnish & install all required sealant and caulking complete as indicated, specified & required.
- 8. Furnish sufficient skilled manpower that is required to maintain the established schedule.
- 9. Furnish all fasteners, anchors, adhesives, etc. required for the work of this contract.
- 10. Furnish & Install all required Lifts, scaffolding, etc. to perform work
- 11. Protection of all surrounding & adjacent surfaces and/or items that are existing to remain.
- 12. Clean-up and removal of debris generated by this work and placed in dumpsters is required at the end of each & every work day and/or shift without exception. If clean-up is not completed, Axiom CSG will have it done and a charge of \$450.00 per occurrence will be back charged to the contract.
- 13. Allowable mark-ups to cover overhead & profit for additional work shall be limited to the following: Work by own forces: 12% and Work by Subcontractor: 7%.
- 14. All premium time, overtime, weekend work, shift work, etc. required to accommodate & maintain the established schedule & completion date.

BID DIVISION DESCRIPTION

BID DIVISION 702: Joint Sealant / Caulking / Waterproofing & Insulation

EXCLUDED:

- 1. Caulking of mechanical and electrical penetrations
- 2. Caulking of casework and plumbing fixtures.
- 3. Caulking of aluminum entrances and storefronts.
- 4. Caulk and joint sealants associated with roof copings and fascia panels.
- 5. Rigid Insulation for concrete flatwork and trench Footings.

INCLUDED:

Furnish and install all material, labor and equipment required for the work of the following categories specified in Technical Specifications for a complete & operational system.

07110 Sheet Membrane Waterproofing	07160 Bituminous Dampproofing
07175 Water repellant Coatings	07200 Insulation
07920 Sealants and caulking (As it pertains to your scope)	

- 1. Provide all shop drawings, Submittals & Samples as required by the specifications.
- 2. Provide lay out for the work of this contract & coordination with other trades for the work of this contract.
- 3. Participate in job meetings as required.
- 4. Review all notes, drawings, details, elevation, etc. for work required by this bid division.
- 5. Furnish all sheet membrane waterproofing complete as indicated, specified & required.
- 6. Furnish all waterproofing membrane complete as indicated, specified & required.
- 7. Furnish all Rigid Insulation complete as indicated, specified & required; Inclusive on all CMU below and above grade and inside crawl space.
- 8. Furnish & Install Water Repellant Coatings on all Unit Masonry, Stone, Cast Stone & Mortar complete.
- 9. Furnish all Insulation complete as indicated, specified & required; Inclusive in all exterior walls and attic.
- 10. Furnish & install all required fasteners to secure all rigid insulation.
- 11. Caulking of drywall and masonry joints complete as indicated, specified & required
- 12. All exterior and interior CMU and stone caulking complete as indicated, specified & required
- 13. Furnish & install all required sealant and caulking complete as indicated, specified & required.
- 14. Furnish sufficient skilled manpower that is required to maintain the established schedule.
- 15. Furnish all fasteners, anchors, adhesives, etc. required for the work of this contract.
- 16. Furnish & Install all required Lifts, scaffolding, etc. to perform work
- 17. Protection of all surrounding & adjacent surfaces and/or items that are existing to remain.
- 18. Clean-up and removal of debris generated by this work and placed in dumpsters is required at the end of each & every work day and/or shift without exception. If clean-up is not completed, Axiom CSG will have it done and a charge of \$450.00 per occurrence will be back charged to the contract.

- 19. Allowable mark-ups to cover overhead & profit for additional work shall be limited to the following: Work by own forces: 12% and Work by Subcontractor: 7%.
- 20. All premium time, overtime, weekend work, shift work, etc. required to accommodate & maintain the established schedule & completion date.

BID DIVISION DESCRIPTION

BID DIVISION 800: Aluminum Entrance / Glass & Glazing

EXCLUDED:

- 1. Furnishing hardware for wood doors.
- 2. Furnishing wood frames for wood doors
- 3. Furnish cores for aluminum doors.
- 4. Installation of extension Jambs and windows

INCLUDED:

Furnish and install all material, labor and equipment required for the work of the following categories specified in Technical Specifications for a complete & operational system.

07920 Sealants and caulking (As it pertains to your scope	08410 FRP Doors-Alum. Framing System
08520 Alum Clad Wood Casement Windows	08520 Alum Clad Wood Double Hung Windows
08710 Finish Hardware (as it pertains to your work)	08800 Glass & Glazing

- 1. Provide all shop drawings, Submittals & Samples as required by the specifications.
- 2. Provide lay out for the work of this contract & coordination with other trades for the work of this contract.
- 3. Participate in job meetings as required.
- 4. Review all notes, drawings, details, elevation, etc. for work required by this bid division.
- 5. Furnish only all aluminum clad casement & double hung windows complete as indicated, specified & required; Inclusive of furnishing all extension jambs.
- 6. Furnish and Install cylinders for Aluminum doors; Cores to be provided by others.
- 7. Furnish and install FRP Aluminum Doors complete as indicated, specified & required; Inclusive of hardware for aluminum doors.
- 8. Furnish and Install glass and glassing; complete as indicated, specified & required; inclusive of interior wood doors.
- 9. All caulking associated with aluminum entrances, storefronts etc.
- 10. Furnish sufficient skilled manpower that is required to maintain the established schedule.
- 11. Furnish all fasteners, anchors, adhesives, etc. required for the work of this contract.
- 12. Furnish & Install all required Lifts, scaffolding, etc. to perform work
- 13. Protection of all surrounding & adjacent surfaces and/or items that are existing to remain.
- 14. Clean-up and removal of debris generated by this work and placed in dumpsters is required at the end of each & every work day and/or shift without exception. If clean-up is not completed, Axiom CSG will have it done and a charge of \$450.00 per occurrence will be back charged to the contract.
- 15. Allowable mark-ups to cover overhead & profit for additional work shall be limited to the following: Work by own forces: 12% and Work by Subcontractor: 7%.
- 16. All premium time, overtime, weekend work, shift work, etc. required to accommodate & maintain the established schedule & completion date.

BID DIVISION DESCRIPTION

BID DIVISION 801: Doors / Frames / Hardware

EXCLUDED:

- 1. Installation of doors, frames & hardware
- 2. Glass, glazing and aluminum entrance systems/storefront
- 3. Aluminum doors frame & hardware
- 4. Finish cylinders for aluminum doors.

INCLUDED:

Furnish and install all material, labor and equipment required for the work of the following categories specified in Technical Specifications for a complete & operational system.

08210 Wood Doors	08310 Wood Pocket Doors
08710 Finish Hardware	

- 1. Provide all shop drawings, Submittals & Samples as required by the specifications.
- 2. Provide lay out for the work of this contract & coordination with other trades for the work of this contract.
- 3. Participate in job meetings as required.
- 4. Review all notes, drawings, details, elevation, etc. for work required by this bid division.
- 5. Furnish Construction cores and finial keying of all hardware, including lock cylinders and cores for aluminum doors as indicated, specified & required.
- 6. Furnish final cylinders and cores for all doors complete as indicated, specified & required; inclusive of all aluminum doors (cores only).
- 7. Furnish all wood frames, doors and hardware complete as indicated, specified & required; inclusive of pocket door system.
- 8. Furnish all fasteners, anchors, adhesives, etc. required for the work of this contract.
- 9. Furnish & Install all required Lifts, scaffolding, etc. to perform work
- 10. Allowable mark-ups to cover overhead & profit for additional work shall be limited to the following: Work by own forces: 12% and Work by Subcontractor: 7%.
- 11. All premium time, overtime, weekend work, shift work, etc. required to accommodate & maintain the established schedule & completion date.

BID DIVISION DESCRIPTION

BID DIVISION 802: Overhead Doors

EXCLUDED:

- 1. Line voltage power wiring
- 2. Conduit for low voltage wiring

INCLUDED:

Furnish and install all material, labor and equipment required for the work of the following categories specified in Technical Specifications for a complete & operational system.

08333 Overhead Doors

- 1. Provide all shop drawings, Submittals & Samples as required by the specifications.
- 2. Provide lay out for the work of this contract & coordination with other trades for the work of this contract.
- 3. Participate in job meetings as required.
- 4. Review all notes, drawings, details, elevation, etc. for work required by this bid division.
- 5. Furnish & install all overhead door systems complete as indicated, specified & required; inclusive of any bracing/support framing.
- 6. Furnish & Install low voltage control wiring; inclusive of all final connections, testing & rundown; Inclusive of push button controls.
- 7. Furnish sufficient skilled manpower that is required to maintain the established schedule.
- 8. Furnish all fasteners, anchors, adhesives, etc. required for the work of this contract.
- 9. Furnish & Install all required Lifts, scaffolding, etc. to perform work
- 10. Protection of all surrounding & adjacent surfaces and/or items that are existing to remain.
- 11. Clean-up and removal of debris generated by this work and placed in dumpsters is required at the end of each & every work day and/or shift without exception. If clean-up is not completed, Axiom CSG will have it done and a charge of \$450.00 per occurrence will be back charged to the contract.
- 12. Allowable mark-ups to cover overhead & profit for additional work shall be limited to the following: Work by own forces: 12% and Work by Subcontractor: 7%.
- 13. All premium time, overtime, weekend work, shift work, etc. required to accommodate & maintain the established schedule & completion date.

BID DIVISION DESCRIPTION

BID DIVISION 901: Hard Tile

EXCLUDED:

- 1. Resilient tile and carpet
- 2. Window Sills
- 3. Backer Board

INCLUDED:

Furnish and install all material, labor and equipment required for the work of the following categories specified in Technical Specifications for a complete & operational system.

09300 Tile Work

07920 Sealants and Caulking

- 1. Provide all shop drawings, Submittals & Samples as required by the specifications.
- 2. Provide lay out for the work of this contract & coordination with other trades for the work of this contract.
- 3. Participate in job meetings as required.
- 4. Review all notes, drawings, details, elevation, etc. for work required by this bid division.
- 5. Furnish & install all ceramic tile work complete as indicated & specified.
- 6. Furnish & install all trim angle and all other accessories required as indicated & specified.
- 7. Furnish & Install threshold as indicated and specified.
- 8. Furnish & Install sealant for your own work and indicated and specified.
- 9. All floor/wall preparation required for new hard tile installations, including skim coating of entire wall, control joints, building out of bull-nose corners, existing to new transitions, etc.
- 10. Protection of new floors after installations, until all finishes are complete.
- 11. Cleaning of tile per manufacturer's recommendations just prior to Owner occupancy.
- 12. Furnish sufficient skilled manpower that is required to maintain the established schedule.
- 13. Furnish all fasteners, anchors, adhesives, etc. required for the work of this contract.
- 14. Furnish & Install all required Lifts, scaffolding, etc. to perform work
- 15. Protection of all surrounding & adjacent surfaces and/or items that are existing to remain.
- 16. Clean-up and removal of debris generated by this work and placed in dumpsters is required at the end of each & every work day and/or shift without exception. If clean-up is not completed, Axiom CSG will have it done and a charge of \$450.00 per occurrence will be back charged to the contract.
- 17. Allowable mark-ups to cover overhead & profit for additional work shall be limited to the following: Work by own forces: 12% and Work by Subcontractor: 7%.
- 18. All premium time, overtime, weekend work, shift work, etc. required to accommodate & maintain the established schedule & completion date.

BID DIVISION DESCRIPTION

BID DIVISION 902: Carpet & Resilient Flooring

EXCLUDED:

- 1. Hard Tile
- 2. Waxing

INCLUDED:

Furnish and install all material, labor and equipment required for the work of the following categories specified in Technical Specifications for a complete & operational system.

()965()	Resilient	Flooring

09680 Carpet

- 1. Provide all shop drawings, Submittals & Samples as required by the specifications.
- 2. Provide lay out for the work of this contract & coordination with other trades for the work of this contract.
- 3. Participate in job meetings as required.
- 4. Review all notes, drawings, details, elevation, etc. for work required by this bid division.
- 5. Provide lay out for the work of this contract & coordination with other trades for the work of this contract.
- 6. Furnish & install all carpet complete as indicated, specified & required.
- 7. Furnish & install all resilient flooring complete as indicated, specified & required.
- 8. Furnish & install all resilient base complete as indicated, specified & required; inclusive of base on Millwork as indicated.
- 9. Additional materials for Owner's maintenance stock as specified.
- 10. Furnish sufficient skilled manpower that is required to maintain the established schedule.
- 11. Furnish all fasteners, anchors, adhesives, etc. required for the work of this contract.
- 12. Furnish & Install all required Lifts, scaffolding, etc. to perform work
- 13. Protection of all surrounding & adjacent surfaces and/or items that are existing to remain.
- 14. Clean-up and removal of debris generated by this work and placed in dumpsters is required at the end of each & every work day and/or shift without exception. If clean-up is not completed, Axiom CSG will have it done and a charge of \$450.00 per occurrence will be back charged to the contract.
- 15. Allowable mark-ups to cover overhead & profit for additional work shall be limited to the following: Work by own forces: 12% and Work by Subcontractor: 7%.
- 16. All premium time, overtime, weekend work, shift work, etc. required to accommodate & maintain the established schedule & completion date.

BID DIVISION DESCRIPTION

BID DIVISION 903: Painting

EXCLUDED:

- 1. Drywall work or major finishing of same
- 2. Epoxy floor coating

INCLUDED:

Furnish and install all material, labor and equipment required for the work of the following categories specified in Technical Specifications for a complete & operational system.

07920 Sealants and Caulking (as it pertains to your Scope)

09900 Painting

- 1. Provide all shop drawings, Submittals & Samples as required by the specifications.
- 2. Provide lay out for the work of this contract & coordination with other trades for the work of this contract.
- 3. Participate in job meetings as required.
- 4. Review all notes, drawings, details, elevation, etc. for work required by this bid division.
- 5. Furnish & install all interior & exterior paint systems complete as indicated, specified & required.
- 6. Furnish & install all sealants & caulking complete for the work installed by this contract.
- 7. Furnish & install all staining systems complete as indicated, specified & required.
- 8. Additional materials for Owner's maintenance stock as specified.
- 9. Furnish sufficient skilled manpower that is required to maintain the established schedule.
- 10. Furnish all fasteners, anchors, adhesives, etc. required for the work of this contract.
- 11. Furnish & Install all required Lifts, scaffolding, etc. to perform work
- 12. Protection of all surrounding & adjacent surfaces and/or items that are existing to remain.
- 13. Clean-up and removal of debris generated by this work and placed in dumpsters is required at the end of each & every work day and/or shift without exception. If clean-up is not completed, Axiom CSG will have it done and a charge of \$450.00 per occurrence will be back charged to the contract.
- 14. Allowable mark-ups to cover overhead & profit for additional work shall be limited to the following: Work by own forces: 12% and Work by Subcontractor: 7%.
- 15. All premium time, overtime, weekend work, shift work, etc. required to accommodate & maintain the established schedule & completion date.

BID DIVISION DESCRIPTION

BID DIVISION 904: Special Floor Coatings (Epoxy)

EXCLUDED:

1. Painting

INCLUDED:

Furnish and install all material, labor and equipment required for the work of the following categories specified in Technical Specifications for a complete & operational system.

09970 High Performance Coating Systems

- 1. Provide all shop drawings, Submittals & Samples as required by the specifications.
- 2. Provide lay out for the work of this contract & coordination with other trades for the work of this contract.
- 3. Participate in job meetings as required.
- 4. Review all notes, drawings, details, elevation, etc. for work required by this bid division.
- 5. Furnish & install all epoxy floor system complete as indicated, specified & required.
- 6. Furnish & Install miscellaneous concrete patching as indicated, specified & required.
- 7. Mechanically grind concrete to prepare surface for material application.
- 8. Patch cracks, Joints & holes with epoxy filler
- 9. Furnish & install all sealants & caulking complete for the work installed by this contract.
- 10. Furnish sufficient skilled manpower that is required to maintain the established schedule.
- 11. Furnish all fasteners, anchors, adhesives, etc. required for the work of this contract.
- 12. Furnish & Install all required Lifts, scaffolding, etc. to perform work
- 13. Protection of all surrounding & adjacent surfaces and/or items that are existing to remain.
- 14. Clean-up and removal of debris generated by this work and placed in dumpsters is required at the end of each & every work day and/or shift without exception. If clean-up is not completed, Axiom CSG will have it done and a charge of \$450.00 per occurrence will be back charged to the contract.
- 15. Allowable mark-ups to cover overhead & profit for additional work shall be limited to the following: Work by own forces: 12% and Work by Subcontractor: 7%.
- 16. All premium time, overtime, weekend work, shift work, etc. required to accommodate & maintain the established schedule & completion date.

BID DIVISION DESCRIPTION

BID DIVISION 1005: Signage & Electronic Sign

EXCLUDED:

- 1. Exterior traffic or lawn signage
- 2. Display Poster Case

INCLUDED:

Furnish and install all material, labor and equipment required for the work of the following categories specified in Technical Specifications for a complete & operational system.

10400 Identification Devices

10999 Miscellaneous Specialties (As it pertains to your work)

ALSO INCLUDED:

- 1. Provide all shop drawings, Submittals & Samples as required by the specifications.
- 2. Provide lay out for the work of this contract & coordination with other trades for the work of this contract.
- 3. Participate in job meetings as required.
- 4. Review all notes, drawings, details, elevation, etc. for work required by this bid division.
- 5. Review all architectural floor plan and elevation drawings for all signage.
- 6. Furnish & install all interior signage complete as indicated, specified & required.
- 7. Furnish & Install Exterior Monument Sign complete as indicated, specified & required.
- 8. Furnish & install exterior building identification letters & numbers as indicated, specified & required.
- 9. Furnish & Install dedication plague complete as indicated, specified & required.
- 10. Furnish & Install "Van Buren" logo sign on North building elevation complete as indicated, specified & required.

11.

- 12. Furnish sufficient skilled manpower that is required to maintain the established schedule.
- 13. Furnish all fasteners, anchors, adhesives, etc. required for the work of this contract.
- 14. Furnish & Install all required Lifts, scaffolding, etc. to perform work
- 15. Protection of all surrounding & adjacent surfaces and/or items that are existing to remain.
- 16. Clean-up and removal of debris generated by this work and placed in dumpsters is required at the end of each & every work day and/or shift without exception. If clean-up is not completed, Axiom CSG will have it done and a charge of \$450.00 per occurrence will be back charged to the contract.
- 17. Allowable mark-ups to cover overhead & profit for additional work shall be limited to the following: Work by own forces: 12% and Work by Subcontractor: 7%.
- 18. All premium time, overtime, weekend work, shift work, etc. required to accommodate & maintain the established schedule & completion date.

BID DIVISION DESCRIPTION

BID DIVISION 1015: Toilet Accessories & FEC

EXCLUDED:

- 1. Installation of toilet accessories, FEC & Extinguishers
- 2. Display Poster Case

INCLUDED:

Furnish and install all material, labor and equipment required for the work of the following categories specified in Technical Specifications for a complete & operational system.

10522 Fire Extinguishers and Cabinets

10800 Toilet Accessories

- 1. Provide all shop drawings, Submittals & Samples as required by the specifications.
- 2. Provide lay out for the work of this contract & coordination with other trades for the work of this contract.
- 3. Participate in job meetings as required.
- 4. Review all notes, drawings, details, elevation, etc. for work required by this bid division.
- 5. Furnish only toilet accessories as indicated, specified & required.
- 6. Furnish only FEC & Fire Extinguishers as indicated, specified & required.
- 7. Furnish sufficient skilled manpower that is required to maintain the established schedule.
- 8. Furnish all fasteners, anchors, adhesives, etc. required for the work of this contract.
- 9. Allowable mark-ups to cover overhead & profit for additional work shall be limited to the following: Work by own forces: 12% and Work by Subcontractor: 7%.
- 10. All premium time, overtime, weekend work, shift work, etc. required to accommodate & maintain the established schedule & completion date.

BID DIVISION DESCRIPTION

BID DIVISION 1500: Plumbing

EXCLUDED:

- 1. Furnishing & Installation of toilet accessories.
- 2. Housekeeping pads

INCLUDED:

Furnish and install all material, labor and equipment required for the work of the following categories specified in Technical Specifications for a complete & operational system.

07840 Firestopping	07920 Sealants and Caulking
200010 Basic Mechanical Requirements	200020 Electrical Requirements for Mechanical Work
220519 Meters and Gages for Plumbing Piping	220553 Ident. For Plumbing Piping & Equipment
220719 Plumbing Piping Insulation	221005 Plumbing Piping
221006 Plumbing Piping Specialties	223000 Plumbing Equipment
224000 Plumbing Fixtures	

- 1. Provide all shop drawings, Submittals & Samples as required by the specifications.
- 2. Provide lay out for the work of this contract & coordination with other trades for the work of this contract.
- 3. Participate in job meetings as required.
- 4. Review all notes, drawings, details, elevation, etc. for work required by this bid division.
- 5. Furnish & install all plumbing systems complete as indicated, specified & required; inclusive of underground sanitary & storm piping systems, domestic water systems, water heating system, insulation, gas piping, compressed air piping, fixtures, etc.
- 6. Furnish & Install all water heating systems as indicated specified & required.
- 7. Furnish and install all backflow prevention devices; inclusive of certification of all back-flow preventers.
- 8. Provide gas valves and final gas connections to all equipment requiring same as indicated, specified & required; inclusive of installation of gas valve for Kitchen hood.
- 9. Provide all excavation & backfill work required for the work of this contract.
- 10. Provide all insulation systems complete for the work of this contract as indicated, specified & required.
- 11. Final caulking of all plumbing fixtures as specified & required.
- 12. Obtain & pay for all permits required for this work.
- 13. Furnish and install all sanitary, storm and gas lines from 5' outside of building line into building, include tie-ins.
- 14. Final Connections to all appliances.
- 15. Complete set of as-builts.
- 16. Provide proper sealant for all plumbing penetrations including sleeves and fire caulking penetrations through rated assemblies per Specification.
- 17. Coordinate with natural gas utility company on location and mounting of gas meter.

- 18. All pipe racks and supports are the responsibility of this contractor.
- 19. Furnish and install sleeves in foundations and walls.
- 20. Flushing and disinfecting of plumbing piping system.
- 21. Furnish sufficient skilled manpower that is required to maintain the established schedule.
- 22. Furnish all fasteners, anchors, adhesives, etc. required for the work of this contract.
- 23. Furnish & Install all required Lifts, scaffolding, etc. to perform work
- 24. Protection of all surrounding & adjacent surfaces and/or items that are existing to remain.
- 25. Clean-up and removal of debris generated by this work and placed in dumpsters is required at the end of each & every work day and/or shift without exception. If clean-up is not completed, Axiom CSG will have it done and a charge of \$450.00 per occurrence will be back charged to the contract.
- 26. Allowable mark-ups to cover overhead & profit for additional work shall be limited to the following: Work by own forces: 12% and Work by Subcontractor: 7%.
- 27. All premium time, overtime, weekend work, shift work, etc. required to accommodate & maintain the established schedule & completion date.

BID DIVISION DESCRIPTION

BID DIVISION 1502: HVAC

EXCLUDED:

- 1. Plumbing System
- 2. Gas Piping
- 3. Electrical Line Voltage Wiring

INCLUDED:

Furnish and install all material, labor and equipment required for the work of the following categories specified in Technical Specifications for a complete & operational system.

07840 Firestopping	10200 Architectural Louvers
200010 Basic Mechanical Requirements	200020 Electrical Requirements for Mechanical Work
230593 Testing, Adjusting, & Balancing for HVAC	230713 Duct Insulation
232300 Refrigerant Piping	233100 HVAC Ducts and Casings
233300 Air Duct Accessories	233423 Power Ventilators
233700 Air Outlets and Inlets	235400 Furnaces
238200 Convection Heating and Cooling Units	

- 1. Provide all shop drawings, Submittals & Samples as required by the specifications.
- 2. Provide lay out for the work of this contract & coordination with other trades for the work of this contract.
- 3. Participate in job meetings as required.
- 4. Review all notes, drawings, details, elevation, etc. for work required by this bid division.
- 5. Furnish & install all HVAC & Control Systems, electric unit heaters, louvers, etc. complete as indicated, specified & required.
- 6. Provide venting for hot water heater & drier as indicated, specified & required.
- 7. Furnish & install all control systems complete; inclusive of required devices & wiring as indicated, specified & required.
- 8. Furnish & install architectural louvers as indicated, specified & required.
- 9. Furnish & install CO/NO sensor systems as indicated, specified & required.
- 10. Provide all insulation systems & labeling complete for the work of this contract as indicated, specified & required.
- 11. Furnish & Install Architectural Louvers complete as indicated, specified & required.
- 12. Provide air balancing as indicated, specified & required; inclusive of providing balance reports.
- 13. Provide Owner training when system is complete as indicated, specified & required.
- 14. Complete set of as-builts.
- 15. Provide proper sealant for all mechanical penetrations including sleeves and fire caulking penetrations through rated assemblies per Specification.
- 16. Obtain & pay for all required permits for the work of this contract.
- 17. Furnish sufficient skilled manpower that is required to maintain the established schedule.
- 18. Furnish all fasteners, anchors, adhesives, etc. required for the work of this contract.

- 19. Furnish & Install all required Lifts, scaffolding, etc. to perform work
- 20. Protection of all surrounding & adjacent surfaces and/or items that are existing to remain.
- 21. Clean-up and removal of debris generated by this work and placed in dumpsters is required at the end of each & every work day and/or shift without exception. If clean-up is not completed, Axiom CSG will have it done and a charge of \$450.00 per occurrence will be back charged to the contract.
- 22. Allowable mark-ups to cover overhead & profit for additional work shall be limited to the following: Work by own forces: 12% and Work by Subcontractor: 7%.
- 23. All premium time, overtime, weekend work, shift work, etc. required to accommodate & maintain the established schedule & completion date.

BID DIVISION DESCRIPTION

BID DIVISION 1600: Electrical

EXCLUDED:

- 1. Security System
- 2. Utility company fees and/or charges
- 3. Garage door control wiring

INCLUDED:

Furnish and install all material, labor and equipment required for the work of the following categories specified in Technical Specifications for a complete & operational system.

02300 Earthwork	02070 Selective Demolition
03001 Concrete Work	07840 Firestopping
10999 Miscellaneous Specialties (As it pertains to your Scope)	260500 Basic Electrical Requirements
260501 Minor Electrical Demolition	260519 Low-Voltage Electrical Power Conductors & Cables
260526 Grounding and Bonding for Electrical Systems	260529 Hangers and Supports for Electrical Systems
260534 Conduits	260535 Surface Raceways
260537 Boxes	260923 Lighting Control Boxes
262416 Panelboards	262701 Electrical Service Entrance
262726 Wiring Devices	262813 Fuses
262818 Enclosed Switches	262913 Enclosed Controllers
263213 Engine Generators	263600 Transfer Switches
265100 Interior Lighting	265600 Exterior Lighting
265701 Occupancy Sensors and Indoor Photocell	283101 Fire Alarm Systems
270501 Telecommunication General Requirements	2710801 Cable Plant Administration and Testing
271005 Structured Cabling for Voice and Data	271101 Communication Equipment Spaces Support Hardware

- 1. Provide all shop drawings, Submittals & Samples as required by the specifications.
- 2. Provide lay out for the work of this contract & coordination with other trades for the work of this contract.
- 3. Participate in job meetings as required.
- 4. Review all notes, drawings, details, elevation, etc. for work required by this bid division.
- 5. Make all circuits harmless prior to demolition as required, indicated & specified; inclusive of electrical service notes on sheet ES1.1.
- 6. Provide all temporary power & lighting as required and removal of same when no longer needed.
- 7. Furnish & install all electrical work complete as indicated, specified & required; inclusive of site electrical lighting & empty conduit requirements.
- 8. Furnish & Install electrical equipment pads and light pole bases as required; inclusive of all excavation and backfill.

- 9. Furnish & install emergency generator system complete as indicated, specified & required; inclusive of concrete pad.
- 10. Furnish & install all fire alarm work complete as indicated, specified & required.
- 11. Furnish & Install Electrical fire place complete as indicated, specified & required.
- 12. Furnish & install all telephone and data work complete as indicated, specified & required; inclusive of technology rack; inclusive of all data communication cabling.
- 13. Provide Owner training when system is complete as indicated, specified & required.
- 14. Final Connections to all appliances.
- 15. Complete set of as-builts.
- 16. Coordinate with electrical utility company for new electrical, telephone & cable service work; inclusive of submission to electrical, telephone & cable tv utilities companies.
- 17. Furnish and install sleeves in foundations and walls.
- 18. Provide proper sealant for all electrical penetrations including sleeves and fire caulking penetrations through rated assemblies per Specification.
- 19. Obtain & pay for all required permits for the work of this contract.
- 20. Furnish sufficient skilled manpower that is required to maintain the established schedule.
- 21. Furnish all fasteners, anchors, adhesives, etc. required for the work of this contract.
- 22. Furnish & Install all required Lifts, scaffolding, etc. to perform work
- 23. Protection of all surrounding & adjacent surfaces and/or items that are existing to remain.
- 24. Clean-up and removal of debris generated by this work and placed in dumpsters is required at the end of each & every work day and/or shift without exception. If clean-up is not completed, Axiom CSG will have it done and a charge of \$450.00 per occurrence will be back charged to the contract.
- 25. Allowable mark-ups to cover overhead & profit for additional work shall be limited to the following: Work by own forces: 12% and Work by Subcontractor: 7%.
- 26. All premium time, overtime, weekend work, shift work, etc. required to accommodate & maintain the established schedule & completion date.

Section 00400 PROPOSAL EXECUTION FORM

PROPOSAL PAGE 1

SUBMITTED BY: (name)_		(THE BIDDER)
(address)		_
(city, state, zip)		_
(phone)_		_
BID DIVIS	ON:	_

BID PROPOSAL DEADLINE: Wednesday, March 14, 2018, 2:00 PM (local time).

DOCUMENTS

We have carefully read and fully understand the Bidding Documents and the Contract Documents, including the Instructions to Bidders, the General Conditions, the Specifications, the Addenda, and the Drawings related to the Work covered by our Proposal.

BID DIVISION RESPONSIBILITY

We recognize that the scope of Work within a Bid Division represents a construction segment that is not necessarily restricted to a single construction trade, and our Proposal includes work of all trades required to fully and successfully complete all of the Work required in the Bid Division(s) we have bid.

SCHEDULE

We have reviewed the Preliminary Milestone Schedule and hereby endorse it with regard to the Work of the Bid Division(s) we have bid unless an amendment to the Schedule is noted on the reverse side of this Form.

EXCEPTIONS AND/OR SUBSTITUTIONS

We have submitted our Proposal complete, as specified, and in accord with the Bidding Documents including Addenda and the Contract Documents, without exceptions or substitutions, unless otherwise noted on the reverse side of this form.

AGREEMENT

We understand that this Proposal, if accepted will be incorporated by reference into the contract directly with the Owner. We agree to accept a contract for the Work covered by this Proposal in accord with the Bidding Documents and the Contract Documents. This Proposal includes the Proposal Execution Form and at least one Bid Division Description/Proposal Pricing Form.

BID SECURITY

Not required

Section 00400 PROPOSAL EXECUTION FORM Van Buren Township Downtown Development Authority 2016 Place Making Project

PROPOSAL PAGE 2

ADDENDA Wa (the Bidder) asknowledge	ro receipt of Addenda #	datad
#dated_	ge receipt of Addenda #, or	none received.
EXCEPTIONS AND/OR SUE	<u>BSTITUTIONS</u>	
If exceptions and/or substitu	tions to the Bidding Documents and	or the Contract Documents are include
in our Proposal, they are no	ted here:	
VOLUNTARY ALTERNATE/	VALUE ENGINEERING SUGGESTI	ONS
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Section 00400 PROPOSAL EXECUTION FORM Van Buren Township Downtown Development Authority 2016 Place Making Project

PROPOSAL PAGE 3

Dollars (\$

SECTION 00500 CONSTRUCTION CONTRACT

The successful bidder will execute an agreement with the Construction Manager (Axiom Construction Services Group, LLC). The form of agreement shall be Axiom Construction Services Group, LLC standard contract (copy enclosed for reference).

No contractual adjustment shall be due or requested as a result of failure on the part of the Contractor to fully acquaint themselves and all other parties to the contract with the provisions of the contract.

END OF SECTION



Subcontract Agreement

This agreement is made on: **March 30 2018** between **AXIOM Construction Services Group, LLC** whose address is: 7789 East M-36 / Whitmore Lake, Michigan 48189 Telephone: 248.446.1104, Fax: 248.446.1105,

E-mail: estimating@axiomcsgllc.com Pontiac Trail-Suite	(Hereinafter referred to as the "Contractor") and	d:
Compa	ny Name	(the "Subcontractor")
The Contactor has made a contract for	or construction with:	
	ren Township DDA	` (the "Owner")
	Belleville Road ren Township, Michigan 48111	
For the project known as:		
Van Buren Township Downtown D	Development Authority	
2016 Place Making Project		(the "Project")
		(the Project)
Architect's Project No. 161675		
The Contract between the Owner and	d the Contractor is referred to as the "Prime Contr	act".
The Construction Manager for the Pro	oject is:	
Axiom Construction Services Group, l	TC	(the "Construction Manager")
East M-36 Whitmore Lake, Michigan 48189		
The Architect/Engineer for the Project	t is:	
Wakely Associates, Inc. 30500 Van Dyke Avenue-Suite M-7		(the "Architect")

Warren, Michigan 48093

ARTICLE 1 - SCHEDULE

Time is of the essence. The time for performance (the "Subcontract Time") shall be per the Project Schedule established by the Contractor in accordance with the Contract Documents, subject to revision and modification as provided herein.

ARTICLE 2 - WORK TO BE PERFORMED

Except as otherwise provided herein, the Subcontractor shall furnish all labor, materials, tools, equipment, supervision and services necessary to properly execute and complete the work identified and described in Exhibit-D attached hereto, (hereinafter referred to as the "Work"), being a defined portion of the Work required of the Contractor under the Prime Contract. The Work shall be performed by the Subcontractor in a workmanlike manner, by tradesmen skilled in their craft and in strict accordance with the Subcontract Documents listed in Exhibit-A attached hereto and incorporated by reference.

Subcontractor shall be bound by the terms and conditions of the Prime Contract and all documents incorporated therein, including without limitation, the General and Special Conditions, and assumes toward the Contractor, with respect to the Subcontractor's Work, all of the obligations and responsibilities that the Contractor, by the Prime Contract, has assumed toward the Owner.

ARTICLE 3 - CONTRACT PRICE

The Subcontract price is: \$000,000.00 (and 00/100 Dollars). This amount shall be subject to additions and deductions as set forth herein and the Prime Contract. Applications and Certifications for Payments (AIA G702 and G703) shall be subject to a retainage equal to ten percent (10%) of the approved completed and stored to date amount. Retention shall be released to Subcontractor from Contractor after all contract work is completed, punch list work completed and close-out documents have been submitted, reviewed and accepted by the Contractor, Owner and Architect, and after Contractor receives retention payment from the Owner.

The Subcontractor price shall not be adjusted unless; a) the Contractor is entitled to and receives a corresponding adjustment in its contract price under the Prime Contract with respect to the contracted work, b) the Subcontract price is adjusted by change order as a result of changed work as provided in Article 8 hereof, or c) the Subcontract Price is adjusted by change order issued by the Contractor, and approved by the Owner with or without consent of the Subcontractor, for back charges and adjustments to the Subcontract Price permitted under this Subcontract. The Subcontractor shall promptly give written notice of any claim for adjustment of the Subcontract Price under this Article within the time limits provided in this Subcontract and within such time to permit the Contractor to submit its request for a change order to the Owner and/or Architect, which in no case shall be less than three (3) business days fewer than the number of days in the Prime Contract for notice to the Owner and/or Architect, or its agent, to comply with the requirements of the Prime Contract.

ARTICLE 4 - PROGRESS PAYMENTS

As soon as possible after the execution hereof and prior to any payments being made hereunder, Subcontractor shall submit to Contractor a schedule of values of the various portions of the Work, including quantities if required by Contractor, which shall be in such form and supported by such data as Contractor may direct and which shall be subject to Contractor's approval, to enable Contractor to prepare a schedule of values for the entire Subcontract. Each scheduled item shall include its proper share of Subcontractor's overhead and profit. Subcontractor warrants that the line item amounts set forth in the schedule of values submitted by the Subcontractor shall be accurate and truthful. All Payment Applications and Schedule of Values shall be submitted in a format similar to the AIA G702 and G703 documents.

Unless the Prime Contract provides for a different schedule, on or before the 25th day of each month, Subcontractor shall submit to Contractor an itemized progress estimate, supported by such data as Contractor may require, showing the estimated value of work completed as of the 30th day of that month, based on Subcontractor's approved schedule of values and on the conditions for payment under the Prime Contract including, without limitation, conditions relating to material delivered to and suitably stored on the Site. Such estimate shall be used in the preparation of Contractor's application for payment to the Owner under the Prime Contract. If the Subcontractor does not submit an itemized progress estimate by the 25th of the month complying with the requirements herein, Contractor may, at its option, include an estimated amount in its application for payment until the following month. Contractor shall pay to Subcontractor within ten (10) days of receipt of payment from the Owner, which shall be a condition precedent to payment to the Subcontractor, an amount equal to the value of the Subcontractor's completed Work, to the extent allowed and paid by the Owner on account of Subcontractor's Work, less all previous payments and less the retainage hereof and less any amounts withheld by the Contractor as provided herein.

If the Contractor determines that the balance of the Subcontract Price then remaining unpaid will not be sufficient to complete the Work in accordance with the Subcontract Documents, no additional payments will be due the Subcontractor under this Contract unless and until the Subcontractor, at no cost to the Contractor, performs and pays in full for, a sufficient portion of the Work so that such balance of the Subcontract Price then remaining is determined by the Contractor to be sufficient to so complete the Work.

Contractor shall have the right to withhold payment for defective work not remedied, claims of the Contractor, Owner or any other person against Subcontractor arising out of or in any way connected with the Work, or any other breach of this Subcontract. If any of the foregoing deficiencies are not promptly corrected or remedied after written notice, the Contractor may rectify the same at Subcontractors expense and deduct all costs and expenses incurred thereby from such withheld payments. No payment to Subcontractor by Contractor shall be construed to be an acceptance of any defective work.

The Subcontractor shall not stop the Work in the event of a dispute as to payments owed as long as all uncontested amounts have been paid in accordance with the Subcontract Documents.

As a condition precedent to payment to Subcontractor, Subcontractor shall submit complete waivers, releases and sworn statements from all subcontractors, material men and laborers complying with the requirements of applicable mechanic's lien laws and such other evidence as may be required by Contractor, Owner or Owner's lender to substantiate payment.

If payment has been made by the Contractor, Subcontractor shall promptly pay its subcontractors and laborers and material suppliers and shall not permit any liens or claims to be filed or asserted against the Project, the Owner or the Contractor by anyone furnishing labor and/or materials to the Contractor with respect to the Project. Upon three (3) days written notice to Subcontractor, the Contractor, in its sole discretion, may pay any subcontractor, laborer or supplier of Subcontractor directly and deduct the amount of such payments from the Subcontract Price. Payment by the Contractor to any sub-subcontractor, laborer or supplier hereunder shall not relieve the Subcontractor of any obligations to the Contractor under this Subcontract. Contractor, in its sole discretion, may make payment by checks payable jointly to the Subcontractor and any sub-subcontractor, laborer or supplier of Subcontractor.

ARTICLE 5 – FINAL PAYMENT

A final payment, consisting of the unpaid balance of the Subcontract Price shall be made within thirty (30) days after the last of the following to occur: (a) full completion of the Work by Subcontractor; (b) final acceptance of the Work by Owner and Architect; (c) the furnishing of satisfactory evidence by Subcontractor that Subcontractor has paid in full all persons furnishing labor, material or services in connection with the Work and that Subcontractor neither has filed, nor has the right to maintain, a lien against the Owner, the Contractor, Contractor's surety, if any, or the Project; (d) the return of all drawings, plans and specifications to the Contractor; (e)delivery of all guarantees, warranties, bonds, instruction manuals, as-built drawings and similar items required by the Prime Contract and/or this Subcontract, and (f) release of retention and payment by the Owner in respect of Subcontractor's Work.

Subcontractor shall submit a final invoice to Contractor within thirty (30) days of notification from the Contractor requesting such final invoice. The Subcontractor shall attach to its final invoice all documentation required by the Subcontract Documents or requested by the Contractor to substantiate the Subcontractor's entitlement to final payment. If Subcontractor fails to submit a final invoice within thirty (30) days, the Contractor shall determine the amount of the unpaid balance of the Subcontract Price due and owing Subcontractor and the Subcontractor shall be bound by such determination and shall be deemed to have waived any right to request final payment of a different amount.

ARTICLE 6 – DATE OF COMMENCEMENT; COMPLETION; FINAL CLOSE-OUT

The Subcontractor's date of commencement from which the Subcontract Time is measured shall be the date this Subcontract is executed unless a different date is provided on page one the Subcontract or if provision is made for the date to be fixed in a notice to proceed issued by the Contractor. Substantial Completion shall be achieved within the Subcontract Time specified in the Project Schedule unless extended in accordance with Article 7 hereof. Substantial Completion is the time by which the Work may be utilized by the Owner for the purposes for which it is intended. Final completion shall occur within the time provided in the schedule adopted by the Contractor.

Completion of the Work and its several parts within the time allocated for such Work under the Prime Contract is of the essence of this Subcontract. Therefore, Subcontractor agrees: (a) to provide at the Project Site the materials, equipment, labor and supervision necessary and to begin the Work upon Contractor's order to do so; (b) to perform the Work and all parts thereof promptly, diligently and at such time and in such order and sequence as contractor may direct and as is required for the best possible progress of the Work whenever such Work, or any part of it, becomes available; (c) to conduct its Work and perform all activities incidental thereto so as to facilitate and so as not to interfere with or delay the Work of the Owner, the Contractor or other subcontractors on the site; (d) to keep itself continually informed of the progress of the Project and to confer with Contractor so as to plan its Work in coordinated sequence with the work of Contractor and others; (e) if the Project is divided into parts, to perform Work in several or all parts simultaneously, if directed to do so by Contractor, and (f) to furnish sufficient forces, supervision, equipment and materials, at such times and for such periods, as will result in progress according to the progress schedule prepared by the Contractor pursuant to the Prime Contract (the "Approved Progress Schedule") or any modification thereof. Contractor reserves the right to modify any such Approved Progress Schedule with respect to the required sequence or duration of the work or any portion thereof, and contractor makes no representation that Subcontractor will be able to commence, prosecute or complete the Work in accordance with any progress schedule.

Subcontractor shall furnish labor, expedite deliveries of materials and equipment, work overtime and /or a second shift and/or holidays and weekends if directed to do so by Contractor. If the Subcontractor is in default of any provision herein and the Contractor determines such items are required to maintain satisfactory job progress, such additional labor, expediting, overtime, second shift or holiday or weekend work shall be provided by Subcontractor at no cost to the Contractor.

Should the Subcontractor fail to prosecute the Work as provided herein, thereby causing delay in the progress of the Project or delay to the work of the Contractor or others, Subcontractor shall be liable for all loss and damages, including without limitation, liquidated and consequential damages, if any, sustained by the Owner, the Contractor and/or other contractors. If the Contractor's Work is delayed by causes beyond the control of the Subcontractor, the Subcontractor shall be liable hereunder unless Subcontractor gives written notice of the alleged delay to the contractor within five (5) days following the start to the alleged cause beyond the control of the Contractor, unless a shorter notice period is provided for in the Prime Contract.

The Contractor shall provide the Subcontractor with a punch list approved by the Owner or Architect with respect to the Subcontractor's Work. Any items which are on the list which are not completed within fourteen (14) days (or fewer if so provided in the specifications) may, at the Contractor's sole option, be completed by the Contractor and the cost thereof plus ten percent (10%) shall be deducted from the Final Payment.

ARTICLE 7 – EXTENSION OF TIME

If the Subcontractor shall be materially delayed in the progress of the Work, for reasons beyond the Subcontractor's control, and under such circumstances as entitle Contractor to an extension of time under the Prime Contract, Subcontractor shall be entitled to a corresponding extension of time for completion of its Work. No such extension will be allowed unless the Subcontractor gives the Contractor written notice of the delay and claim for extension of time within five (5) days of the occurrence thereof or such shorter time, and in such form as may be required to allow Contractor to make claim for extension of time under the Prime Contract. The extension of time herein provided shall be Subcontractor's sole and exclusive remedy for any delay, and Subcontractor shall have no claim for damages against Contractor or Owner by reason thereof.

ARTICLE 8 - CHANGES

Contractor may, without invalidating the Subcontract or any bond given hereunder, order extra and/or additional work, deletions, or other modifications to the Work, such changes to be effective only upon written order of Contractor and Owner. Any adjustment to the Subcontract Price or to the time for completion of the work shall be made in accordance with the applicable provisions of the Prime Contract and the lump sum or unit prices set forth in Exhibit D, or in the absence of such provisions, on an agreed, equitable basis. Notwithstanding any inability to agree upon any adjustment of the basis for an adjustment, Subcontractor shall, if directed by Contractor and Owner, nevertheless proceed in accordance with the order, and the Subcontract Price shall be adjusted as reasonable determined by Contractor with any dispute to be resolved after the completion of the Work. If requested by the Contractor and Owner, the Subcontractor shall perform extra work on a time and material basis, and the Subcontract Price shall be adjusted based on time records and material records checked by the Contractor on a daily basis. The Subcontractor shall not receive payment for additional work or work that deviates from the Drawings and Specifications performed without a written authorization from the Contractor. The Contractor reserves the right to reject any proposal submitted by the Subcontractor to have the work done by others.

Within fourteen (14) days of receipt of direction to perform changed work, and in any event within five (5) days less than the time permitted by the Prime Contract for submission of quotations to the Owner, Subcontractor shall submit to Contractor in accordance with the specifications, the required number of copies of its quotation proposing the increase or decrease in the Subcontract Price for the changed work. The quotation shall include a detailed breakdown setting forth differences in quantity and value of labor and material costs involved and such additional cost information as may be requested by the Contractor. The Contractor's mark-up for overhead and profit shall be the percentages set forth on Exhibit D attached hereto, unless the Prime Contract provides otherwise or provides for different percentage mark-ups.

If the Subcontractor fails to submit a quotation within the time limits set forth in this Article 8, the Contractor shall prepare a quotation with respect to the changed work proposing an estimated amount for the increase or decrease in the Subcontract Price for the changed work, and Subcontractor shall be bound by such estimate and shall be deemed to have waived any right to propose a different amount.

Should Contractor and Owner elect to have changed work performed on a time and material basis in lieu of unit prices or a negotiated lump sum, and so notifies the Subcontractor in writing, the Subcontractor shall perform the changed work at Subcontractor's actual net cost plus the mark-up for overhead and profit set forth on Exhibit D, with or without a guaranteed maximum total cost, as directed by the Contractor. All charges for time and materials shall be sustained by invoices and time slips checked and approved on a daily basis by the Contractor. The Contractor and owner shall have the right to audit Subcontractor's records with respect to the charges involved.

The time for completion of the Subcontractor's Work shall not be modified on account of changed work unless such modification is included in the quotation submitted by the Subcontractor with respect to the changed work and is authorized by Change Order. If the time for completion of the subcontractor's Work is extended as provided herein, any additional costs to the Subcontractor resulting there from shall be waived unless set forth in the quotation submitted by the Subcontractor with respect to the changed work. Furthermore, any additional costs to the Subcontractor resulting from extensions of the time for completion of the Subcontractor's Work shall be limited to the amount received by the Contractor pursuant to the Prime Contract with respect to such extensions.

Notwithstanding any other provision of this Article 7, or if all or any portion of the additions, deletions or revisions to the Work authorized by the Contractor in a change order is denied by the Architect or Owner, with the result that the Contractor does not receive an adjustment to the Subcontract Sum, the Contractor may revise, modify, or withdraw the Change Order and, in such event, the Subcontractor shall not be entitled to any claim, compensation or adjustment to the Subcontract Sum or the Subcontract Time in excess of the adjustment for the Subcontractor's Work as authorized by the Architect or Owner and shall be limited to the amount and time extension received by the Contractor pursuant to the Prime Contract.

ARTICLE 9 – PROCEDURES

Subcontractor shall strictly adhere to the procedures set forth in Exhibit B attached hereto.

ARTICLE 10 – INSPECTIONS, DECISIONS OF ARCHITECT

The Work shall at all times be subject to inspection by the Contractor or the Architect and the Subcontractor shall provide safe, sufficient and proper facilities for such inspections. Subcontractor shall, commencing within twenty-four (24) hours after receiving written notice from Contractor, promptly take down and remove all portions of the Work Which Contractor or Architect shall condemn as unsound, improper, or in any way failing to conform to the Prime Contract or the Subcontract Documents and shall make good all Work damaged or destroyed thereby, all at Subcontractor's expense. If Subcontractor shall not remove and replace such Work within a reasonable time, Contractor may do so at the expense of Subcontractor. Subcontractor shall be bound by the decisions of the Architect with respect to the quality and quantity of the Work, meaning of the Subcontract Documents, meaning of the Prime Contract Documents, acceptability of persons performing the Work and other matters set forth in the Prime Contract to the same extent Contractor is bound by.

ARTICLE 11 – INDEMNITY

Subcontractor agrees to indemnify, defend and hold harmless the Contractor and the Architect and the Owner and their agents and employees, from and against any claim, injury, damage, cost, expense or liability (including actual attorneys' fees), whether arising before or after completion of the Subcontractor's Work caused by, arising out of, resulting from or occurring in connection with the performance of the Work by the Subcontractor or its agents or employees, or from any activity of the Subcontractor or its agent or employees at the Site, whether or not caused in part by the active or passive negligence or other fault of a party indemnified excepting only injury to person or damage to property caused by the sole negligence of a party indemnified hereunder. In the case of claims against the Contractor, the Owner, or their agents and employees by any employee of the Subcontractor, anyone directly or indirectly employed by it or anyone for whose acts it may be liable, the indemnification obligation under this Article 11 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 12 - INSURANCE

Subcontractor shall maintain and pay for insurance coverage of the types and with the limits set forth in Exhibit C attached hereto. Such coverage shall be maintained in form and with companies acceptable to Contractor, Architect and Owner and shall, notwithstanding the requirements of Exhibit C, meet the applicable requirements imposed by the Prime Contract any governmental authority having jurisdiction over the Work. Each policy of insurance shall name the Owner, the Architect and the Contractor as additional insured and shall provide for thirty (30) days' notice of cancellation to Contractor and Owner. Certificates evidencing such insurance shall be delivered to Contractor prior to the commencement of the Work.

Subcontractor shall be responsible for any desired coverage against damage or loss to its own materials, facilities, tools, equipment, scaffolds, bracing and similar items not covered by Owner's or Contractor's fire and/or builder's risk policy.

The Contractor and the Subcontractor waive all rights against each other (and, in the case of the contractor against the Owner and other subcontracts) for damages caused by fire and other perils to the extent covered by the insurance required to be maintained hereunder.

ARTICLE 13 – WARRANTY

Contractor guarantees that the Work shall be free from defects in materials and workmanship and shall conform to and meet the requirements of the Prime Contract and the Subcontract Documents and applicable code requirements and shall furnish any separate guarantee for the work or portions thereof required under the Prime Contract or the Subcontract Documents. Contractor agrees to make good, to the satisfaction of the Owner, any portion or portions of the Work which prove defective within one (1) year (or such longer period as may be specified in the Prime Contract or the Subcontract Documents) from the date of acceptance by the Owner, the Contractor and the Architect. All warranties shall be enforceable by the Owner, or the Contractor and their respective agents or assignees. All warranties shall survive final payment to the Subcontractor.

ARTICLE 14 – DEFAULT

If the Subcontractor (a) fails to supply the labor, materials, equipment and supervision in sufficient time and quantity to meet the Contractor's progress schedule as it may be modified; (b) causes stoppage or delay of or interference with the Project; (c) fails to pay its subcontractors, laborers, suppliers, material men and/or employees for work on the Project promptly; (d) fails to pay workers' compensation or other employee benefits, withholding or any other taxes; (e) fails to comply with the safety provisions of this Subcontract or with any safety order, regulation or requirement of any governing authority having jurisdiction over this Project; (f) fails in the performance or observance of any of the provisions of this Subcontract; or (g) shall file a voluntary petition in bankruptcy or be adjudicated insolvent; obtain an order for relief under Section 301 of the Bankruptcy Code; file any petition or fail to contest any petition filed seeking any reorganization or similar relief under any laws relating to bankruptcy, insolvency or other relief or debtors; or seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of any of its assets or property, make an assignment for the benefit of creditors; or make an admission in writing of its inability to pay its debts at they become due, then Contractor, after giving the Subcontractor written (or oral, confirmed in writing) notice of such default and forty-eight (48) hours within which to cure such default, shall have the right to exercise any one or more of the following remedies:

- Require that Subcontractor utilize, at its own expense, additional labor, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Subcontractor's default;
- Remedy the default by whatever means Contractor may deem necessary or appropriate, including, but not limited
 to, correcting, furnishing, performing or otherwise completing the Work, or any part thereof, by itself or through
 others (utilizing where appropriate any materials and equipment previously purchased for that purpose by
 Subcontractor) and deducting the cost thereof from any monies due or to become due to Subcontractor
 hereunder;
- 3. After giving Subcontractor an additional forty-eight (48) hours written (or oral, confirmed in writing) notice, terminate this Subcontractor, without thereby waiving or releasing any rights or remedies against Subcontractor or its sureties, and by itself or through others take possession of the Work, and all materials, equipment, facilities, tools, scaffolds and appliances of Subcontractor relating to the Work, for the purposes of completing the Work and securing to Contractor the payment of its costs and other damages under the Subcontract and for the breach thereof; and

4. Recover from Subcontractor all costs incurred by Contractor to complete the work plus a ten percent (10%) markup for overhead and profit, and further recover from Subcontractor all losses, damages, penalties and fines, whether actual or liquidated, direct or consequential, and all reasonable attorneys' fees suffered or incurred by Contractor by reason of or as a result of Subcontractor's default.

The foregoing remedies shall be considered separate and cumulative and shall be in addition to every other remedy given hereunder or under the Subcontract Documents or now or hereafter at law or in equity.

After completion of the Work by the exercise of any one or more of the above remedies and acceptance of the Work by Owner and Architect and payment thereof by Owner, Contractor shall promptly pay Subcontractor the balance of the Subcontract Price, if any.

ARTICLE 15 – SUBCONTRACTOR'S EQUIPMENT

The Subcontractor shall be responsible for all unloading, moving, lifting, protection, securing and dispensing of its materials and equipment at the Project Site. The Subcontractor agrees that the Contractor's equipment and operators of such equipment will be available to the Subcontractor only at the Contractor's discretion and only on the basis of established rates or charges therefore.

ARTICLE 16 – CLEAN UP AND REMOVAL OF DEBRIS

Unless otherwise provided herein, the Subcontractor whenever required by the Contractor shall do removal of rubbish and debris caused by Subcontractor's Work. If the Subcontractor as directed does not do such removal, the Contractor may do so at the Subcontractor's expense. The Project Site shall be maintained in an orderly and clean condition and the Subcontractor shall leave the Project Site, at the completion of the Subcontractor's Work, free of all rubbish and debris caused by the Subcontractor and in a condition satisfactory to the Contractor. The Contractor reserves the right to cause all unidentifiable debris to be removed from the Project Site and allocate the cost thereof, by way of back charge or otherwise among the responsible parties, as determined by the Contractor.

ARTICLE 17 – ASSIGNMENT

Subcontractor shall not assign, transfer, or further sublet this Subcontract, nor assign any monies due or to become due hereunder, except with the prior written consent of Contractor. Any assignment of this Subcontract consented to by Contractor shall not operate to relieve Subcontractor of primary responsibility to Contractor for the due and full performance hereof, and Subcontractor shall be liable to Contractor for all acts and omissions to Subcontractor's subsubcontractors and assignees.

ARTICLE 18 - INSPECTION OF SITE

Subcontractor represents that it has carefully inspected the Project Site and examined the Drawings and Specifications and other Subcontract Documents and the applicable provisions of the Prime Contract and is familiar with and has satisfied itself as to the nature, location and amount of the Work, the Contractor's access thereto and ability to perform the Work, local code requirements applicable to the Work and requirements of permits and inspections, safety and barricade requirements, the terms and conditions of applicable collective bargaining agreements, the terms of the Contract and all incorporated documents as well as the quality, quantity and availability of labor, materials, equipment and facilities and other items required for the performance of the Work and the limiting physical and other conditions which may be encountered in the performance of the Work and assumes all risks there from.

ARTICLE 19 - DISPUTES

Claims, disputes and other matters in question arising out of or relating to this Subcontract shall be determined by the method and form designated for resolution of claims, disputes and other matters in question between the Contractor and the Owner in the Prime Contract, if any is therein designated. In any dispute not involving the Owner, the parties agree to submit to the court of competent jurisdiction in the location in which the Project Site is situated; provided, however, that the Contractor may, it its sole option, require that any controversy or claim between the Contractor and Subcontractor arising out of or related to this Subcontract or the breach thereof, may be submitted to arbitration, which shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect, which proceedings shall be held in Troy, Michigan, or such othe4r place as Contractor may designate. Any award rendered in the Arbitration shall be enforceable in a court of competent jurisdiction. The pendency of a dispute shall not interfere with the progress of the Work by Contractor nor limit the right of Contractor to proceed, in good faith, to remedy an alleged default by Contractor.

ARTICLE 20 – TAXES AND CONTRIBUTIONS

The Subcontract Price includes all pension, welfare, vacation, annuity and other union benefit contributions payable in connection with the Work, and all taxes of every kind that have been or may be imposed, levied or assessed by any governmental authority with respect to the Work, including taxes for labor, materials and equipment utilized in connection therewith and all sales, use, personal property, excise and payroll taxes. Upon request by Contractor, Subcontractor shall furnish satisfactory evidence of payment of such contributions and taxes.

ARTICLE 21 – TERMINATION

Contractor shall have the right to terminate this Subcontract with or without cause, for the convenience of Contractor. In the event of termination for the Contractor's convenience, compensation to Subcontractor shall be made on the same basis as that provided for in the Prime Contract, or in the absence of applicable provisions then based on the percentage of the Work completed as of the day of termination. In no event shall subcontractor be entitled to anticipated profits.

ARTICLE 22 – PAYMENTS

Subcontractor acknowledges that it relies on the credit and ability to pay of the Owner, and not the Contractor, for payment for work performed hereunder. Subcontractor agrees that as a condition precedent to Contractor's obligation to make any payment to Subcontractor, the Contractor must receive payment from the owner. If the Contractor does not receive all of any part of the payment from the Owner in respect of Subcontract's Work, whether because of a claimed defect or deficiency in the Subcontractor's Work or for any other reason, the Contractor shall not be liable to the Subcontractor for any sums in respect thereto.

ARTICLE 23 – REMEDIES IN THE EVENT OF BANKRUPTCY

The Contractor and the Subcontractor acknowledge and agree that successful completion of the Work within the time and financial parameters anticipated by the terms of this Subcontract will require prompt and continued administration and performance by Subcontractor and other subcontractors and that any delay therein for any reason, including a bankruptcy proceeding respecting Subcontractor, would create immediate and irreparable harm to the Owner, the Contractor and the other subcontractors. To that end, this Subcontract contains a right to terminate in the event of bankruptcy of the Subcontractor, it being recognized that such action would be necessary to avoid and minimize such action would be necessary to avoid and minimize such delay and consequent damage to all concerned.

If, as a matter of law, the Contractor does not have the right due to a bankruptcy proceeding involving the Subcontractor to exercise the remedies provided for in this Subcontract, then if Subcontractor, as debtor or its trustee, wishes to assume this Subcontract, in addition to curing or adequately assuring the cure of all the Subcontractor's defaults existing under this Subcontract on the date of filing of the proceedings and thereafter, the Subcontractor, as debtor, or its trustee, must also furnish adequate assurances of future performance under this Subcontract.

ARTICLE 24 – SAFETY

The Subcontractor shall at its own cost and expense protect its employees and other persons from risk of death, injury or bodily harm arising out of or in any way connected with the Subcontractor's Work.

Subcontractor shall protect all persons on or near the premises from all unreasonable risks of injury that arise during or as a result of the Work.

Subcontractor shall comply with (1) the Manual of Accident Prevention in Construction as published by the Associated General Contractors of America; (2) applicable occupational health and safety standards issued by the U.S. Department of Labor; (3) the safety rules and practices of the general Conditions and these special provisions; and (4) other reasonable safety rules and practices established by Contractor prior to or during the Work of this Subcontract.

Subcontractor shall provide a safety coordinator for the Work of this Subcontract. The safety coordinator shall have experience in safety health aspects of the construction work, shall work in improving the safety and health of people involved in, and in the proximity of, the Work of the Subcontract, and be on the job site during all normal work hours.

Subcontractor's safety coordinator shall, at a minimum, establish a safety program for the job site, a copy of which shall be furnished to the Contractor. The safety program shall include:

- 1. A list of general and specific safety guidelines for trade work.
- 2. A training program for instructing each worker to recognize and avoid unsafe conditions and to apply good safety and health practices.
- 3. A system for ensuring that machinery and equipment are operated only by qualified people.
- 4. A system for tagging and removing unsafe machinery, equipment, tools and goods.
- 5. A system for investigating each injury and reporting its cause and the steps taken to prevent recurrence to Contractor.
- 6. Subcontractor shall review the safety program with the Contractor before implementing it.

In addition to the above, the Subcontractor shall strictly comply with the Contractor's safety program for the Project and with all safety policies and procedures of the Contractor.

The Subcontractor shall strictly comply with all applicable statutes, regulations, orders, rules, requirements and standards of all governmental authorities having jurisdiction with respect to the Project, including without limitation, Federal, State and local OSHA regulations. Right to know requirements, and Federal, State and local OSHA, Toxic and Hazardous Substances, Hazard Communication Standard. The Subcontractor shall indemnify, defend and save the Contractor harmless from any liability, loss, cost, penalty, damage or expense, including attorneys' fees, which Contractor may incur as a result of any claim, damage injury, course of action, proceeding, citation, or work stoppage arising out of or in any way connected with any alleged violation by Subcontractor or any such statute, regulation, order, rule, requirement or standard.

The Subcontractor shall not receive, use or store at the Site any hazardous substance unless contained in a container labeled with the original label applied by the manufacturer of such substance. The Subcontractor shall maintain at the Site and forward to the Contractor copies of the most current material safety data sheets with respect to each hazardous substance received, used, or store at the Site by the Subcontractor. The Subcontractor shall immediately forward to the Contractor any updated material data safety sheets. The Subcontractor shall properly label, and inform the Contractor of any materials or material systems containing hazardous substances used or maintained at the Site by the Subcontractor. Prior to the receipt of such materials at the Site, the Subcontractor shall submit a list of all materials which the Subcontractor intends to receive, use or store at the Site that are classified as hazardous substances pursuant to applicable Federal, State or local Employee or Community Right to Know statues, regulations or requirements.

The Subcontractor shall not permit the use or sale of alcoholic beverages, illegal drugs or controlled substances on or about the Site, nor shall he allow any person under the influence of these to remain on the Site. The Subcontractor acknowledges and shall advise his employees and sub-subcontractors that the drinking of alcohol or use of illegal drugs or controlled substances during or before working hours (even if consumed off the Site) to be an offense justifying termination of this Subcontract for good cause.

ARTICLE 25 – EQUAL EMPLOYMENT OPPORTUNITY

Contractor is committed to non-discrimination in employment. Subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, physical impairment, national origin, height, weight or marital status.

The provisions set forth herein are part of this Subcontract, and Subcontractor shall comply in full therewith. Subcontractors shall comply with all requirements of the Contractor, including without limitation, inspections, reviews and reports, to ensure Subcontractor's compliance with these provisions.

ARTICLE 26 – PERFORMANCE AND PAYMENT BONDS

At the request of the Contractor or Owner, the Subcontractor shall furnish performance and payment bonds, each on the amount of one hundred percent (100%) of the Subcontract price. The performance and payment bonds shall be issued by licensed commercial sureties, in form and substance acceptable to the Owner and Contractor, and shall be multiple oblige bonds in favor of the Owner, the Owner's lender, and the Contractor and their respective successors and assigns, and shall be increased in the event of an increase in the Subcontract price. The premium for such bonds shall be an increase to the Subcontract price.

ARTICLE 27 – MISCELLANEOUS

- 1. Subcontractor shall obtain and pay for all necessary permits and licenses and comply with all statutes, ordinances, rules, regulations and orders of any governmental or quasi-governmental authority applicable to the performance of the Work and be responsible for a correct any violations thereof.
- 2. Subcontractor shall repair all damage to the Work or the work or property of others caused by this Subcontractor only, except for work performed out of sequence by other subcontractors.
- 3. Subcontractor hereby expressly warrants that it shall examine the work installed by others that affects Subcontractor's Work and that if any defects exist, Subcontractor shall immediately notify Contractor in writing and the Subcontractor shall not proceed until such defects are corrected or Subcontractor is given written authorization to proceed signed by and officer of Contractor. If Subcontractor fails to give notice as required herein, Subcontractor shall be deemed to have waived any claim with respect to such defects.
- 4. This Subcontract and the Subcontract Documents are intended to supplement and complement each other and shall, where possible, be thus interpreted. If, however, any provisions of the Subcontract irreconcilably conflict with a provision of the other Subcontract Documents, the provision imposing the greater duty on the Subcontractor shall govern.
- 5. This Subcontract shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns.
- 6. This Subcontract is the entire agreement between the parties and this Subcontract supersedes all negotiations or any previous written or oral representations or agreements. Except as provided in Article 3 with respect to back charges and adjustments to the Subcontract Price permitted under this Subcontract, this Subcontract may be amended only by a written agreement executed by both parties.
- 7. This Contract shall be null and void of no effect (1) if Contractor and the Owner do not enter into and execute the Prime Contract; (2) Contractor is unable to commence its work on the Project due to causes beyond its reasonable control; or (3) the Architect or Owner objects to Subcontractor.
- 8. No waiver by Contractor of any breach of Subcontractor or a provision of this Subcontract shall be deemed a waiver of any other provision hereof or of any subsequent breach by Subcontractor of such provision.
- 9. If any provision of this Subcontract (or the application thereof) is invalid or unenforceable to any extent, the remainder of this Subcontract (and other applications thereof) shall not be affected thereby, and each provision of this Subcontract shall be valid and enforceable to the fullest extent permitted by law.
- 10. In the event that a subcontractor records a mechanics lien against the Project, and said lien is discovered to be either excessive, invalid, or unwarranted by reason of the fact that the Contractor is not indebted to the Subcontractor, then in that event the Subcontractor shall pay all costs incurred by the Contractor to obtain a bond removing said lien from the property of the Owner, including attorney fees in the process of securing said bond.

ARTICLE 28 – EXHIBITS

The following Exhibits are attached to and made a part of this sur	ocontract.
EXHIBIT A - Contract documents	
EXHIBIT B - Procedures	
EXHIBIT C - Insurance requirements	
EXHIBIT D - Scope of work	
EXHIBIT E - Schedule	
EXHIBIT F - Hold Harmless Clause	
ARTICLE 29 – AUTHORITY By his signature below, the undersigned represents that he is duly Subcontractor. The Subcontractor is:	y authorized to execute this Subcontract on behalf of the
An Individual/Sole Proprietor whose signature appears b	pelow and address appears on page 1 hereof
A partnership, full name of all Partners being:	
X A Limited Liability Company (LLC), full name of members and managers authorized to sign, execute or otherwise engage the company in this Subcontract and its obligations.	
A Corporation incorporated under the laws of the State of, for whom the undersigned is a president or executive vice president and who is authorized to sign contracts.	
SUBCONTRACTOR:	CONTRACTOR:
Ву:	By:AXIOM Construction Services Group, LLC
Name:	Name: Deib Y. Mougrabi

Its: <u>Director of Field Operations / Managing Member</u>

Dated: March 28, 2018

lts:_____

Dated: March 28, 2018

EXHIBIT "A"

SUBCONTRACT DOCUMENTS LIST OF DRAWINGS

PROJECT: Van Buren Township Downtown Development Authority 2016 Place Making Project

All plans are dated: February 9, 2018 and bear the Architects Project No. 161675 unless otherwise noted.

All plans prepared by:

Wakely Associates, Inc. 30500 Van Dyke Avenue-Suite M-7 Warren, Michigan 48093

The following is the list of drawings for the referenced project:

General Information

G0.0	COVER	
Civil		
C1.0	SITE GRADING, PAVING AND SOIL EROSION CONTROL PLAN	
C2.0	SITE DEMOLITION PLAN	
C3.0	SITE UTILITIES PLAN	
C4.0	SITE UTILITIES PROFILES	
C5.0	SITE ENGINEERING DETAILS	
MD1.1	MISC DETAILS	
SE1	STANDARD SESC DETAILS	
SS1	STANDARD SANITARY SEWER DETAILS	
ST1	STANDARD STORM SEWER DETAILS	
WM1	STANDARD WATER MAIN DETAILS	
WM2	STANDARD WATER MAIN DETAILS	

Landscaping

S4.0

Landscaping	
WP1.0	WOODLAND PRESERVATION PLAN
L1.0	LANDSCAPING PLAN
L2.0	LANDSCAPE DETAILS & NOTES
11.0	IRRIGATION PLAN
Structural	
S1.0	FLOOR PLANS - NEW WORK
S2.0	FOUNDATION PLANS
S2.1	FLOOR FRAMING PLAN
S2.2	ROOF FRAMING PLANS
S3.0	SECTIONS AND DETAILS

SECTIONS AND DETAILS

Architectural

A0.1 **GENERAL NOTES** AS1.0 SITE DEMOLITION

AS1.1 SITE PLAN

A1.0 **CRAWL SPACE FLOOR PLAN** FLOOR PLANS - NEW WORK A1.1

A1.2 **ROOF PLANS**

A2.1 **REFLECTED CEILING PLANS** A3.1 **EXTERIOR ELEVATIONS** A3.2 **EXTERIOR ELEVATIONS** A4.1 **ENLARGED FLOOR PLANS** INTERIOR ELEVATIONS A4.2 A5.1 **BUILDING SECTIONS** A5.2 **BUILDING SECTIONS** A5.3 WALL SECTIONS A5.4 **WALL SECTIONS** A5.5 **WALL SECTIONS** A5.6 **WALL SECTIONS** A6.0 **SCHEDULES**

MECHANICAL

MECHANICAL GENERAL INFORMATION M0.0

M0.1 **CRAWL SPACE PLAN - HVAC** FIRST FLOOR PLAN - HVAC M1.1 M5.0 **MECHANICAL DETAILS MECHANICAL SCHEDULES** M6.0

PLUMBING

P0.1 **CRAWL SPACE PLAN - PLUMBING** P1.1 FIRST FLOOR PLAN - PLUMBING

ELECTRICAL

E0.0 **ELECTRICAL GENERAL INFORMATION**

SITE PLAN ELECTRICAL - DEMOLITION AND NEW WORK PLAN ES1.1

E1.1 FIRST FLOOR PLAN - POWER AND SYSTEMS

FIRST FLOOR PLAN - LIGHTING E2.1

E5.1 **ELECTRICAL ONE LINE DIAGRAM AND DETAILS**

E6.1 **ELECTRICAL PANEL SCHEDULES**

Inclusive of other documents as follows:

- 1. All Trades Specifications, Dated February 9, 2018
- 2. Bid Category TBD, Dated February 9, 2018
- 3. Addendum No. One, TBD
- 4. Addendum No. Two, TBD

EXHIBIT "B" PROCEDURES

The Work shall be performed subject to, and in strict accordance with, the following requirements:

- 1. The Subcontractor shall confine its materials; tools, equipment and operations to those areas specified by the Contractor and shall protect such items against damage from other subcontractors, weather, vandalism and other causes.
- Subcontractor shall submit shop drawings and other submittals required by the Prime Contractor by the Contractor. Subcontractor shall submit a minimum of five (5) copies of all shop drawings and other submittals for approval, and any additional copies that may be required after approval, for use by Contractor, submit per schedule by Contractor or in any event in sufficient time to prevent delay. The Subcontractor shall submit shop drawings and samples required to perform its Work efficiently, expeditiously and in a manner that will not cause delay in the progress of the Subcontractor's Work or the work of the Contractor or other subcontractors. No allowance of an extension of time shall, in any event, be made to the Subcontractor for delay by the Subcontractor in preparing drawings or in securing approval of the Architect thereto where such drawings are not properly prepared or when the Subcontractor by the exercise of reasonable diligence and judgment could have anticipated and avoided the delay. Approval of shop drawings and other submittals by Contractor and Architect shall not relieve the Subcontractor of its obligation to perform the Work in strict accordance with the requirements of the Subcontract Documents and its responsibility for the proper matching and fitting of the Work with contiguous work.
- 3. The Subcontractor, in carrying out its Work, shall take all necessary precautions to properly protect the finished and unfinished work of other trades and adjacent property from damage caused by its operations and further agrees to pay the Contractor for any damages or delay that may be caused to such work by the Subcontractor or by its agents or employees.
- 4. The Subcontractor shall cooperate with the Contractor and all other subcontractors whose work might interfere and/or interface with the Subcontractor's Work and shall participate in the preparation of coordinated drawings as required by the Subcontract Documents or the Contractor or as otherwise appropriate, specifically noting advising the Contractor of any such interference and/or interface.
- 5. The Subcontractor shall furnish monthly written progress reports on the Work and such other periodic reports as the Contractor may require, including "Material and Equipment Status Reports" providing information on the status of materials and equipment which may be in the course of preparation or manufacture or delivery.
- 6. All communications shall be solely through the Contractor. The Subcontractor shall not communicate directly with the Architect or Owner unless specifically authorized to do so in writing by the Contractor.

- 7. Subcontractor shall provide sufficient workmen, equipment and materials for the prompt and diligent prosecution of the work and shall not directly or indirectly employ workmen, equipment or materials that are likely to cause strikes, slowdowns or similar interruptions of the Work. Subcontractor shall comply with all wage rates, reporting obligations, safety regulations and similar requirements established under the Prime Contract and by any governmental authority having jurisdiction. Any employee of the Subcontractor may be refused admittance to the Project Site or may be requested to leave the Project Site at any time by the Contractor and the Contractor shall not be required to have or state any reason for such action. If any employee or employees of the Subcontractor are so barred from the Work, the Subcontractor shall immediately replace such employee or employees with employees satisfactory to the Contractor.
- 8. Whenever it may be useful or necessary for the contractor to do so, the Contractor shall be permitted to occupy and/or use any portion of the Work which has been either partially or fully completed by the Subcontractor before final inspection and acceptance thereof by the Owner but such use and/or occupation shall not relieve the Subcontractor of its guarantee of said Work and materials nor of his obligation to make good at its own expense any defect in materials and/or workmanship which may occur or develop prior to Contractor's release from responsibility to the Owner.
- 9. The Subcontractor specifically agrees that it is responsible for the protection of its Work until final completion and acceptance thereof by the Owner and that it will make good or replace, at no expense to the Contractor or the Owner, any damage to its Work, which occurs prior to, said final acceptance.
- 10. Dimensions on drawings are to be followed in preference to scale measurements, and all measurements must be checked at the premises before the Work is executed. No extra charge shall be made for changes necessitated by minor variations in the actual conditions at the Site from what is shown on Drawings.
- 11. The Subcontractor shall arrange for delivery of its materials so as to prevent interruptions of or delay to its Work or the work of others. Within seven (7) days of execution of this Subcontract, Subcontractor shall submit to the Contractor a tentative schedule for delivery of materials and equipment.
- 12. The Subcontractor shall employ, and require its sub-subcontractors to employ, only compatible labor to the end that the work of the Subcontractor and all other contractors may proceed without interference by labor disputes and without embarrassment therefrom to the Contractor or Owner. The Subcontractor shall be responsible for any work stoppages or union jurisdictional disputes and shall pay any additional expenses incurred by the Subcontractor or the contractor or others as a result of any work stoppages or union disputes related to any of the Subcontractor's Work.
- 13. The Subcontractor shall appoint a superintendent to supervise the performance of the Subcontractor's Work at all times. The Subcontractor's superintendent shall be authorized to act on behalf of the Subcontractor and shall attend all Project meetings at the request of the Contractor. The Subcontractor's superintendent prior to commencement of the Subcontractor's Work, and the designated superintendent shall not be substituted or replaced without the prior approval of the Contractor.

14. Except as provided otherwise herein, any notice required to be given or which may be given to the Contractor pursuant to this Subcontract shall be forwarded in writing, by personal delivery or by certified mail, return receipt requested to:

Axiom Construction Services Group, LLC 7789 East M-36 Whitmore Lake, Michigan 48189 Attn: Deib Y. Mougrabi

Until the Contractor shall otherwise advise the Subcontractor in writing. Any notice required to be given to the Subcontractor pursuant to this Subcontract shall be forwarded in writing, by personal delivery or by certified mail, return receipt requested, to until the Subcontractor shall advise the Contractor in writing. If deemed necessary by the Contractor, the Subcontractor may be contacted on a twenty-four (24) hour basis through the following authorized persons, at the telephone numbers indicated:

<u>Name/Telephone No.</u>	<u>Position</u>	
1.		
2.		
3		

- 15. Subcontractor shall utilize only labor that is skilled and qualified in their respective craft. All workers shall present themselves in workmanlike manner and refrain themselves from any loud or obtrusive behavior and the use of any foul language.
- 16. The Subcontractor shall follow the manufacturer's recommendations with respect to handling, storage and installation of materials and equipment furnished by the Subcontractor under this Subcontract. In the event of any conflict between the requirements of the Subcontract Documents and the manufacturer's recommendation, the Subcontractor shall follow the requirements producing the highest quality work.
- 17. The Subcontractor shall promptly furnish all information requested by the Contractor with respect to job progress and scheduling, including without limitation, detailed information regarding anticipated equipment use, anticipated manpower loading, anticipated interruption of power or other utilities, anticipated interface of the Subcontractor's Work with the work of others, planned safety precautions or other activities that may affect access to the Project, anticipated requirements for temporary services, planned deliveries of equipment and materials, etc. Such information shall be furnished by Subcontractor within thirty (30) days from the date of this Subcontract or sooner if requested by the Contractor.
- 18. Unless provided otherwise herein, references to days in this Subcontract shall mean calendar days.

EXHIBIT "C" INSURANCE REQUIREMENTS

1. Per Article 12 of the General Conditions of this Contract, each policy of insurance shall name the Owner, the Architect and the General Contractor as additional insured (also reference contract documents for any additional requirements or wording):

Van Buren Township DDA
AXIOM Construction Services Group, LLC
Wakely Associates, Inc.

(Owner) (Construction Manager) (Architect) (General Contractor)

The certificate holder shall be named as follows:

AXIOM Construction Services Group, LLC 7789 East M-36 Whitmore Lake, Michigan 48189

The Project Name must be referenced on the certificate of insurance as follows:

Van Buren Township Downtown Development Authority 2016 Place Making Project

Each policy of Insurance shall name the Owner, Architect and the Contractor as additional insured including Products/Completed Operations with respect to the General Liability Coverage, on a primary basis, with minimum limits of \$1,000,000 per occurrence, \$2,000,000 per Aggregate. Coverage must be equivalent to ISO form CG2010 (10/01) and CG2037 (10/01) which is for Ongoing Operations and Completed Operations.

- 2. The insurance requirements per the General Conditions and any Supplementary General Conditions of the Contract Documents are modified as follows:
 - a. The Subcontractor prior to commencement of work, shall secure and maintain insurance from a company or companies either licensed (admitted, authorized) or unlicensed (eligible, unauthorized) and acceptable to the General Contractor. Such insurance shall remain in force until the work is completed and until the expiration of a one (1) year correction period. The insurance should protect the Subcontractor from bodily injury including death, personal injury and property damage liability which may arise in whole or in part from the Subcontractor's operations, whether such operations be by itself or anyone directly or indirectly employed by it.
- 3. Such insurance shall cover all contractual obligations which the Subcontractor has assumed, including this indemnification:

- a. The Subcontractor shall indemnify and hold harmless the General Contractor as well as the Owner of the Project as well as their respective office agents, employees and assigns from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Subcontractor's work under the subcontract, provided that any such claim, damage, loss or expense is attributable to bodily injury, personal injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting therefore, and is caused in whole or in part by the negligent act or omission of the Subcontractor or anyone directly or indirectly employed by the Subcontractor or anyone for whose acts the Subcontractor may be liable regardless of whether it is caused in part by the party indemnified hereunder.
- 4. Neither the Subcontractor nor his insurer shall have any claim against the General Contractor to the extent the claim against the Subcontractor is or should have been covered by the insurance required under the Contract Documents.
- 5. Each insurance policy shall contain an endorsement stating that the insurance company will not, prior to the completion of the project or any policy expiration date shown on the policy and the insurance certificate, whichever occurs first, terminate the policy or reduce any limits, limit or exclude coverages therein without first mailing notice to the General Contractor by certified mail, return receipt requested. Written notice of such action must be provided at least thirty (30) days prior to the effective date and such change.
- 6. The Subcontractor shall not commence work under the Contract until it has obtained all of the insurance required hereunder. Approval of the insurance by the General Contractor shall not relieve or decrease the liability of the Subcontractor hereunder. In the event Subcontractor fails to provide a certificate or the certificate is not valid, the Subcontractor shall pay the additional premiums imposed upon the General Contractor because of such failure and the General Contractor may deduct any such items from the amounts owed the Subcontractors.
- 7. True and complete copies of all specified policies shall be made available to the General Contractor for inspection upon the General Contractor's request. The insurance certificate provided in the Contract shall be filed with the General Contractor. Any insurance certificate filed with the General Contractor which shall be found to be incomplete or not according to form, will be returned as unsatisfactory. Rejected insurance certificates shall be corrected as necessary and resubmitted until approval.
- 8. Subcontractor shall provide:
 - a. <u>Statutory Worker's Compensation and Employer's Liability:</u> \$100,000 each accident; \$500,000 Disease Policy Limit; \$100,000 Disease each employee.
 - b. <u>General Liability Insurance</u>: Comprehensive General Liability Insurance covering all operations by or on behalf of the Contractor providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and coverage for:
 - Premises and Operations
 - Products and Completed Operations
 - Contractual Liability, insuring the indemnity obligations assumed by Contractor under this Contract.
 - Broad Form Property Damage
 - Explosion, Collapse and Underground Hazards
 - Personal Injury Liability

- <u>Limits of Commercial General Liability Coverage</u>: \$1,000,000 each occurrence (for bodily injury and property damage); \$1,000,000 Personal Injury each occurrence; \$2,000,000 general aggregate on a per project basis; and \$2,000,000 product / completed operations aggregate.
- c. <u>Comprehensive Automobile Liability</u>: \$1,000,000 combined single limit bodily injury and property damage. Coverage to be applicable to any auto, owned, non-owned and hired automobiles.
- d. Excess Liability Umbrella Form: \$1,000,000 minimum each occurrence.
- 9. The Subcontractor shall pay the cost of the insurance. The Subcontractor will, if required by the General Contractor, prior to starting work, provide the General Contractor with true and complete copies of the above policies as evidence that such insurance is in existence and provides at least 30 days' prior written notice of cancellation to the General Contractor.
- 10. The Subcontractor shall furnish the General Contractor with a valid insurance certificate confirming the insurance coverage and stating that no decrease in limits or exclusions/limitations of coverage or cancellation of the policy will be made without 30 days' written notice by the insurance company to the General Contractor.
- 11. All policies shall contain a waiver of subrogation unless waived by the General Contractor.
- 12. The Liability Insurance required of the Subcontractor shall cover the risk to adjacent property for collapse of structures during construction, explosion and underground liability arising out of this contract.
- 13. The Subcontractor shall maintain the Completed Operations Liability Insurance including additional insured status for the Contractor for a minimum period of two (2) years after the issuance of a Certificate of Substantial Completion for all of the Work or until the time when the incomplete Corrective Work is completed if this event takes longer than one year.
- 14. The Subcontractor agrees to assist in every manner possible in the reporting and investigation of any accident, and upon request to cooperate with all interested insurance carriers in the handling of any claim by securing and giving evidence and obtaining the attendance of witnesses as required for any claim or suit.
- 15. Failure to secure the insurance coverages, or failure to comply fully with any of the insurance provisions of this Contract, or failure to secure such endorsements on policies as may be necessary to carry out terms and provisions of this Contract shall in no way act to relieve the Subcontractor from the obligations of this Contract.
- 16. The true and complete copies called for herein shall be furnished in duplicate and shall specifically set forth evidence of all coverages required by Article 11. The Subcontractor shall furnish to the General Contractor a true and complete copy of any new endorsement that is subsequently issued limiting or reducing coverages or limits.

EXHIBIT "D" SCOPE OF WORK

- 1. The scope of the Subcontractor's Work includes all items required for the complete and proper completion of the Work set forth above, including without limitation, all items incidental to or reasonably inferable from such Work, whether or not expressly shown on the Drawings or expressly set forth in the Specifications.
- 2. The Subcontractor shall provide all labor, equipment, tools, materials and supervision required to **Provide all Per Division Scope** complete per the plans and specifications identified in Exhibit "A" <u>including but not limited to</u> the following:
 - a. Per division scope
- 3. Exclusions:
 - a. Per division scope

EXHIBIT "E" SCHEDULE

As established and published by AXIOM Construction Services Group, LLC Field and Project/Construction Management personnel. The starting date for the work shall be **April 2, 2018** and earlier if possible and as site conditions allow. In any case the final completion date for the work of this contract shall be no later than the completion dates established in the current Axiom Construction Schedule for this work. Manpower shall be supplied to maintain this schedule with no exceptions.

EXHIBIT "F" HOLD HARMLESS CLAUSE

To the fullest extent permitted by law the Subcontractor shall secure, defend, protect and hold harmless and indemnify the Owner, the Architect, Engineer, Contractor or other Design Professional and any of their respective agents, servants and employees against any liability, loss, claims, demands, suits, costs, fines and expenses whatever, arising from bodily injury, sickness, disease (including death resulting therefrom), of any persons, or the damage or destruction of any property, including contamination of or adverse effects to property, or loss of use, arising out of or in connection with the performance of any work relating to this contract, including extra work assigned to the Subcontractor, based upon any act or omission, negligent or otherwise, of (a) the Contractor or any of its agents, employees or servants, (b) any Subcontractor, supplier and/or vendor of the Subcontractor, or any agents, employees or servants thereof, (c) any other person or persons. The obligation of indemnification contained herein shall exclude only those matters in which the claim arises out of allegations of sole negligence the Owner, the Architect, Contractor or any of their respective agents, servants and employees. The obligations herein shall apply to claims which sound in either tort or contract.

Van Buren Township Downtown Development Authority 2016 Place Making Project

SECTION 00600 PRE-CONTRACT SUBMITTALS

PART 1 GENERAL

1.01 DESCRIPTION

- A. Each Contractor shall submit the following pre-contract performance submittals when applicable, within ten days of the date of the Letter of Intent.
- B. Pre-contract submittals shall be submitted separately for each Contract.

1.02 PRE-CONTRACT SUBMITTALS

The contractor shall not commence work nor allow subcontractors or sub-subcontractors to commence work until the following submittals are provided and approved:

- A. Performance, and Labor and Material Payment Bond for 100% of the Contract Amount (if required).
- B. Insurance Certificate with coverages as specified in Section 00810; Article 11, Insurance.
- C. List of Subcontractors, material suppliers and equipment manufacturers.
- D. A detailed schedule for the work of the Contractor.
- E. Material Data Sheets for all materials to be used on-site.
- F. Contractor written Safety Program.

END OF SECTION

RAFT AIA Document A201™ - 2007

General Conditions of the Contract for Construction

for the following PROJECT: (Name and location or address) sample THE OWNER: (Name and address) THE ARCHITECT: (Name and address) TABLE OF ARTICLES 1 **GENERAL PROVISIONS** 2 **OWNER** CONTRACTOR ARCHITECT 5 **SUBCONTRACTORS** CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS 7 CHANGES IN THE WORK TIME 8 9 PAYMENTS AND COMPLETION

PROTECTION OF PERSONS AND PROPERTY

UNCOVERING AND CORRECTION OF WORK

TERMINATION OR SUSPENSION OF THE CONTRACT

INSURANCE AND BONDS

CLAIMS AND DISPUTES

MISCELLANEOUS PROVISIONS

10

11

12

13

14

15

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.





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INDEX 2.4.1, 11.3.1.1, 12.2.1, 13.5.2, 13.5.3, 14.2.4 (Numbers and Topics in Bold are Section Headings) Architect's Administration of the Contract 3.1.3, 4.2, 3.7.4, 15.2, 9.4.1, 9.5 Architect's Approvals **Acceptance of Nonconforming Work** 2.4.1, 3.1.3, 3.5.1, 3.10.2, 4.2.7 9.6.6, 9.9.3, **12.3** Architect's Authority to Reject Work Acceptance of Work 3.5.1, 4.2.6, 12.1.2, 12.2.1 9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3 Architect's Copyright Access to Work 1.1.7, 1.5 **3.16**, 6.2.1, 12.1 Architect's Decisions **Accident Prevention** 3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3.1, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2.1, 9.4.1, 9.5, 9.8.4, 10 Acts and Omissions 9.9.1, 13.5.2, 15.2, 15.3 3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, Architect's Inspections 3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.5 10.2.8, 13.4.2, 13.7.1, 14.1, 15.2 Addenda Architect's Instructions 1.1.1, 3.11.1 3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.5.2 Additional Costs, Claims for Architect's Interpretations 3.7.4, 3.7.5, 6.1.1, 7.3.7.5, 10.3, 15.1.4 4.2.11, 4.2.12 **Additional Inspections and Testing** Architect's Project Representative 9.4.2, 9.8.3, 12.2.1, **13.5** 4.2.10 Additional Insured Architect's Relationship with Contractor 11.1.4 1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, **Additional Time, Claims for** 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.5** 4.1.2, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, **Administration of the Contract** 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.4.2, 13.5, 3.1.3, **4.2**, 9.4, 9.5 15.2 Advertisement or Invitation to Bid Architect's Relationship with Subcontractors 1.1.1 1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3.7 Aesthetic Effect Architect's Representations 4.2.13 9.4.2, 9.5.1, 9.10.1 Allowances Architect's Site Visits **3.8**, 7.3.8 3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5 All-risk Insurance Asbestos 11.3.1. 11.3.1.1 10.3.1 **Applications for Payment** Attorneys' Fees 4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.6.3, 9.7.1, 9.10, 3.18.1, 9.10.2, 10.3.3 11.1.3 Award of Separate Contracts Approvals 6.1.1, 6.1.2 2.1.1, 2.2.2, 2.4, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10, Award of Subcontracts and Other Contracts for 4.2.7, 9.3.2, 13.5.1 Portions of the Work **Arbitration** 5.2 8.3.1, 11.3.10, 13.1.1, 15.3.2, **15.4 Basic Definitions ARCHITECT** 1.1 **Bidding Requirements** Architect, Definition of 1.1.1, 5.2.1, 11.4.1 **Binding Dispute Resolution** 9.7.1, 11.3.9, 11.3.10, 13.1.1, 15.2.5, 15.2.6.1, 15.3.1, Architect, Extent of Authority 2.4.1, 3.12.7, 4.1, 4.2, 5.2, 6.3.1, 7.1.2, 7.3.7, 7.4, 15.3.2, 15.4.1 9.2.1, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, **Boiler and Machinery Insurance** 12.2.1, 13.5.1, 13.5.2, 14.2.2, 14.2.4, 15.1.3, 15.2.1 11.3.2 Bonds, Lien Architect, Limitations of Authority and 7.3.7.4, 9.10.2, 9.10.3 Responsibility 2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, **Bonds, Performance, and Payment** 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4.1, 7.3.7.4, 9.6.7, 9.10.3, 11.3.9, **11.4** 9.4.2, 9.5.3, 9.6.4, 15.1.3, 15.2 **Building Permit**

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3.7.1

Architect's Additional Services and Expenses

Capitalization Compliance with Laws 1.3 1.6.1, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, Certificate of Substantial Completion 10.2.2, 11.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 9.8.3, 9.8.4, 9.8.5 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3 **Certificates for Payment** Concealed or Unknown Conditions 4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7.1, 3.7.4, 4.2.8, 8.3.1, 10.3 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.3 Conditions of the Contract Certificates of Inspection, Testing or Approval 1.1.1, 6.1.1, 6.1.4 Consent, Written 13.5.4 Certificates of Insurance 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 11.1.3 9.10.2, 9.10.3, 11.3.1, 13.2, 13.4.2, 15.4.4.2 **Change Orders** Consolidation or Joinder 1.1.1, 2.4.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11.1, 3.12.8, 4.2.8, 15.4.4 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.6, 7.3.9, 7.3.10, CONSTRUCTION BY OWNER OR BY 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.3.1.2, 11.3.4, 11.3.9, SEPARATE CONTRACTORS 12.1.2, 15.1.3 1.1.4, 6 Change Orders, Definition of **Construction Change Directive**, Definition of 7.2.1 7.3.1 **CHANGES IN THE WORK Construction Change Directives** 2.2.1, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 7.4.1, 8.3.1, 1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1, 11.3.9 Claims, Definition of Construction Schedules, Contractor's 3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2 15.1.1 **CLAIMS AND DISPUTES Contingent Assignment of Subcontracts** 3.2.4, 6.1.1, 6.3.1, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, **5.4**, 14.2.2.2 15.4 **Continuing Contract Performance** Claims and Timely Assertion of Claims 15.1.3 15.4.1 **Contract**, Definition of **Claims for Additional Cost** 1.1.2 3.2.4, 3.7.4, 6.1.1, 7.3.9, 10.3.2, **15.1.4** CONTRACT, TERMINATION OR **Claims for Additional Time** SUSPENSION OF THE 3.2.4, 3.7.46.1.1, 8.3.2, 10.3.2, **15.1.5** 5.4.1.1, 11.3.9, **14** Concealed or Unknown Conditions, Claims for **Contract Administration** 3.1.3, 4, 9.4, 9.5 Claims for Damages Contract Award and Execution, Conditions Relating 3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6 3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1 Claims Subject to Arbitration **Contract Documents, The** 15.3.1, 15.4.1 **Cleaning Up** Contract Documents, Copies Furnished and Use of **3.15**, 6.3 1.5.2, 2.2.5, 5.3 Commencement of the Work, Conditions Relating to Contract Documents, Definition of 2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 1.1.1 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.3.1, 11.3.6, 11.4.1, **Contract Sum** 15.1.4 3.7.4, 3.8, 5.2.3, 7.2, 7.3, 7.4, **9.1**, 9.4.2, 9.5.1.4, Commencement of the Work, Definition of 9.6.7, 9.7, 10.3.2, 11.3.1, 14.2.4, 14.3.2, 15.1.4, 8.1.2 15.2.5 **Communications Facilitating Contract** Contract Sum, Definition of Administration 9.1 3.9.1. **4.2.4** Contract Time Completion, Conditions Relating to 3.7.4, 3.7.5, 3.10.2, 5.2.3, 7.2.1.3, 7.3.1, 7.3.5, 7.4, 3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 8.1.1, 8.2.1, 8.3.1, 9.5.1, 9.7.1, 10.3.2, 12.1.1, 14.3.2, 9.10, 12.2, 13.7, 14.1.2 15.1.5.1, 15.2.5 COMPLETION, PAYMENTS AND Contract Time, Definition of 8.1.1 **CONTRACTOR** Completion, Substantial 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 3

Contractor, Definition of

12.2, 13.7

3.1, 6.1.2 **3.14**, 6.2.5 Damage to Construction of Owner or Separate **Contractor's Construction Schedules 3.10.** 3.12.1, 3.12.2, 6.1.3, 15.1.5.2 Contractors Contractor's Employees 3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 11.1.1, 11.3, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 12.2.4 11.1.1, 11.3.7, 14.1, 14.2.1.1, Damage to the Work 3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4.1, 11.3.1, 12.2.4**Contractor's Liability Insurance** 11.1 Damages, Claims for Contractor's Relationship with Separate Contractors 3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6 and Owner's Forces 3.12.5, 3.14.2, 4.2.4, 6, 11.3.7, 12.1.2, 12.2.4 Damages for Delay 6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2 Contractor's Relationship with Subcontractors Date of Commencement of the Work, Definition of 1.2.2, 3.3.2, 3.18.1, 3.18.2, 5, 9.6.2, 9.6.7, 9.10.2, 11.3.1.2, 11.3.7, 11.3.8 8.1.2 Contractor's Relationship with the Architect Date of Substantial Completion, Definition of 1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 8.1.3 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.3, 4.2, 5.2, Day. Definition of 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 8.1.4 10.3, 11.3.7, 12, 13.5, 15.1.2, 15.2.1 Decisions of the Architect Contractor's Representations 3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 15.2, 6.3, 3.2.1, 3.2.2, 3.5.1, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2.1, 9.4, 9.5.1, 9.8.4, 9.9.1, Contractor's Responsibility for Those Performing the 13.5.2, 14.2.2, 14.2.4, 15.1, 15.2 **Decisions to Withhold Certification** 9.4.1, **9.5**, 9.7, 14.1.1.3 3.3.2, 3.18, 5.3.1, 6.1.3, 6.2, 9.5.1, 10.2.8 Contractor's Review of Contract Documents Defective or Nonconforming Work, Acceptance, 3.2 Rejection and Correction of Contractor's Right to Stop the Work 2.3.1, 2.4.1, 3.5.1, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1 Contractor's Right to Terminate the Contract Defective Work, Definition of 14.1, 15.1.6 3.5.1 Contractor's Submittals **Definitions** 3.10, 3.11, 3.12.4, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 1.1, 2.1.1, 3.1.1, 3.5.1, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 9.8.3, 9.9.1, 9.10.2, 9.10.3, 11.1.3, 11.4.2 15.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1 Contractor's Superintendent **Delays and Extensions of Time** 3.9, 10.2.6 3.2., 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4.1, **8.3**, 9.5.1, 9.7.1, Contractor's Supervision and Construction 10.3.2, 10.4.1, 14.3.2, 15.1.5, 15.2.5 **Procedures Disputes** 1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 6.3.1, 7.3.9, 15.1, 15.2 7.1.3, 7.3.5, 7.3.7, 8.2, 10, 12, 14, 15.1.3 **Documents and Samples at the Site** Contractual Liability Insurance 3.11 11.1.1.8, 11.2 Drawings, Definition of Coordination and Correlation 1.1.5 1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1 Drawings and Specifications, Use and Ownership of Copies Furnished of Drawings and Specifications 1.5, 2.2.5, 3.11 Effective Date of Insurance Copyrights 8.2.2, 11.1.2 1.5, 3.17 **Emergencies** Correction of Work **10.4**, 14.1.1.2, 15.1.4 2.3, 2.4, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2** Employees, Contractor's 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, **Correlation and Intent of the Contract Documents** 1.2 10.3.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1 Cost, Definition of Equipment, Labor, Materials or 7.3.7 1.1.3, 1.1.6, 3.4, 3.5.1, 3.8.2, 3.8.3, 3.12, 3.13.1, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, Costs 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2 2.4.1, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.7, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, Execution and Progress of the Work

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11.3, 12.1.2, 12.2.1, 12.2.4, 13.5, 14

Cutting and Patching

4

1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3.1, 3.4.1, 3.5.1, 11.1 Insurance, Effective Date of 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.5, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3.1, 15.1.3 8.2.2, 11.1.2 Extensions of Time Insurance, Loss of Use 3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4.1, 9.5.1, 9.7.1, 11.3.3 10.3.2, 10.4.1, 14.3, 15.1.5, 15.2.5 Insurance, Owner's Liability **Failure of Payment** 11.2 9.5.1.3, **9.7**, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2 **Insurance, Property** Faulty Work 10.2.5, **11.3** (See Defective or Nonconforming Work) Insurance, Stored Materials **Final Completion and Final Payment** 9.3.2, 11.4.1.4 4.2.1, 4.2.9, 9.8.2, **9.10**, 11.1.2, 11.1.3, 11.3.1, 11.3.5, INSURANCE AND BONDS 12.3.1, 14.2.4, 14.4.3 Financial Arrangements, Owner's Insurance Companies, Consent to Partial Occupancy 2.2.1, 13.2.2, 14.1.1.4 9.9.1, 11.4.1.5 Insurance Companies, Settlement with Fire and Extended Coverage Insurance 11.3.1.1 11.4.10 Intent of the Contract Documents **GENERAL PROVISIONS** 1.2.1, 4.2.7, 4.2.12, 4.2.13, 7.4 **Governing Law** Interest 13.1 13.6 Guarantees (See Warranty) **Interpretation Hazardous Materials** 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1 10.2.4. 10.3 Interpretations, Written Identification of Subcontractors and Suppliers 4.2.11, 4.2.12, 15.1.4 5.2.1 Judgment on Final Award Indemnification 15.4.2 3.17.1, **3.18**, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2, Labor and Materials, Equipment 11.3.7 1.1.3, 1.1.6, **3.4**, 3.5.1, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, Information and Services Required of the Owner 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 2.1.2, **2.2**, 3.2.2, 3.12.4, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2.1, 11.4, 13.5.1, **Labor Disputes** 13.5.2, 14.1.1.4, 14.1.4, 15.1.3 8.3.1 **Initial Decision** Laws and Regulations 15.2 1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13.1, 4.1.1, 9.6.4, 9.9.1, Initial Decision Maker, Definition of 10.2.2, 11.1.1, 11.3, 13.1.1, 13.4, 13.5.1, 13.5.2, 1.1.8 13.6.1, 14, 15.2.8, 15.4 Initial Decision Maker, Decisions Liens 14.2.2, 14.2.4, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5 2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8 Initial Decision Maker, Extent of Authority Limitations, Statutes of 14.2.2, 14.2.4, 15.1.3, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 12.2.5, 13.7, 15.4.1.1 15.2.5 Limitations of Liability 2.3.1, 3.2.2, 3.5.1, 3.12.10, 3.17.1, 3.18.1, 4.2.6, **Injury or Damage to Person or Property 10.2.8**, 10.4.1 4.2.7, 4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 10.2.5, 10.3.3, Inspections 11.1.2, 11.2.1, 11.3.7, 12.2.5, 13.4.2 3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, Limitations of Time 9.9.2, 9.10.1, 12.2.1, 13.5 2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, Instructions to Bidders 5.2, 5.3.1, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2.1, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7.1, 9.8, 9.9, 9.10, 11.1.3, 1.1.1 Instructions to the Contractor 11.3.1.5, 11.3.6, 11.3.10, 12.2, 13.5, 13.7, 14, 15 3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.5.2 Loss of Use Insurance Instruments of Service, Definition of 11.3.3 Material Suppliers 1.1.7 1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.6, 9.10.5 Insurance Materials, Hazardous 3.18.1, 6.1.1, 7.3.7, 9.3.2, 9.8.4, 9.9.1, 9.10.2, **11** 10.2.4, **10.3 Insurance, Boiler and Machinery** 11.3.2 Materials, Labor, Equipment and

Insurance, Contractor's Liability

1.1.3, 1.1.6, 1.5.1, 3.4.1, 3.5.1, 3.8.2, 3.8.3, 3.12, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.1, 9.3.2, 9.5.1, 9.6.4, 3.13.1, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.9.1, 9.10.2, 10.3.2, 11.1.3, 11.3.3, 11.3.10, 12.2.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 12.3.1, 13.2.2, 14.3, 14.4, 15.2.7 14.2.1.2 Owner's Financial Capability Means, Methods, Techniques, Sequences and 2.2.1, 13.2.2, 14.1.1.4 Procedures of Construction **Owner's Liability Insurance** 3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2 11.2 Mechanic's Lien Owner's Loss of Use Insurance 2.1.2, 15.2.8 11.3.3 Mediation Owner's Relationship with Subcontractors 8.3.1, 10.3.5, 10.3.6, 15.2.1, 15.2.5, 15.2.6, **15.3**, 1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2 Owner's Right to Carry Out the Work Minor Changes in the Work **2.4**, 14.2.2 1.1.1, 3.12.8, 4.2.8, 7.1, **7.4** Owner's Right to Clean Up MISCELLANEOUS PROVISIONS 6.3 13 Owner's Right to Perform Construction and to Modifications, Definition of **Award Separate Contracts** 1.1.1 Modifications to the Contract Owner's Right to Stop the Work 1.1.1, 1.1.2, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7.1, 10.3.2, 11.3.1 Owner's Right to Suspend the Work **Mutual Responsibility** Owner's Right to Terminate the Contract 6.2 Nonconforming Work, Acceptance of 14.2 9.6.6, 9.9.3, **12.3** Ownership and Use of Drawings, Specifications Nonconforming Work, Rejection and Correction of and Other Instruments of Service 2.3.1, 2.4.1, 3.5.1, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 1.1.1, 1.1.6, 1.1.7, **1.5**, 2.2.5, 3.2.2, 3.11.1, 3.17.1, 9.10.4, 12.2.1 4.2.12, 5.3.1 Notice **Partial Occupancy or Use** 2.2.1, 2.3.1, 2.4.1, 3.2.4, 3.3.1, 3.7.2, 3.12.9, 5.2.1, 9.6.6, **9.9**, 11.3.1.5 9.7.1, 9.10, 10.2.2, 11.1.3, 11.4.6, 12.2.2.1, 13.3, Patching, Cutting and 13.5.1, 13.5.2, 14.1, 14.2, 15.2.8, 15.4.1 **3.14**, 6.2.5 Notice, Written **Patents** 2.3.1, 2.4.1, 3.3.1, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 9.7.1, 3.17 9.10, 10.2.2, 10.3, 11.1.3, 11.3.6, 12.2.2.1, **13.3**, 14, Payment, Applications for 4.2.5, 7.3.9, 9.2.1, **9.3**, 9.4, 9.5, 9.6.3, 9.7.1, 9.8.5, 15.2.8, 15.4.1 **Notice of Claims** 9.10.1, 14.2.3, 14.2.4, 14.4.3 3.7.4, 4.5, 10.2.8, **15.1.2**, 15.4 **Payment, Certificates for** Notice of Testing and Inspections 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7.1, 9.10.1. 13.5.1, 13.5.2 9.10.3, 13.7, 14.1.1.3, 14.2.4 Observations, Contractor's Payment, Failure of 3.2, 3.7.4 9.5.1.3, **9.7**, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2 Occupancy Payment, Final 2.2.2, 9.6.6, 9.8, 11.3.1.5 4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, 11.4.5, Orders, Written 12.3.1, 13.7, 14.2.4, 14.4.3 1.1.1, 2.3, 3.9.2, 7, 8.2.2, 11.3.9, 12.1, 12.2.2.1, Payment Bond, Performance Bond and 13.5.2, 14.3.1 7.3.7.4, 9.6.7, 9.10.3, 11.4.9, **11.4 OWNER Payments, Progress** 9.3, **9.6**, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3 Owner, Definition of PAYMENTS AND COMPLETION Owner, Information and Services Required of the Payments to Subcontractors 2.1.2, **2.2**, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 11.4.8, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2.1, 11.3, 13.5.1, 14.2.1.2 **PCB** 13.5.2, 14.1.1.4, 14.1.4, 15.1.3 Owner's Authority 10.3.1 1.5, 2.1.1, 2.3.1, 2.4.1, 3.4.2, 3.8.1, 3.12.10, 3.14.2, Performance Bond and Payment Bond

7.3.7.4, 9.6.7, 9.10.3, 11.4.9, **11.4**

4.1.2, 4.1.3, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3.1,

Permits, Fees, Notices and Compliance with Laws Safety of Persons and Property 2.2.2, **3.7**, 3.13, 7.3.7.4, 10.2.2 **10.2**, 10.4 PERSONS AND PROPERTY, PROTECTION **Safety Precautions and Programs** OF 3.3.1, 4.2.2, 4.2.7, 5.3.1, **10.1**, 10.2, 10.4 Samples, Definition of 10 3.12.3 Polychlorinated Biphenyl Samples, Shop Drawings, Product Data and 10.3.1 Product Data, Definition of 3.11, 3.12, 4.2.7 Samples at the Site, Documents and 3.12.2 **Product Data and Samples, Shop Drawings** 3.11 3.11, **3.12**, 4.2.7 **Schedule of Values Progress and Completion 9.2.** 9.3.1 4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.3 Schedules, Construction **Progress Payments** 1.4.1.2, 3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2 9.3, **9.6**, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3 Separate Contracts and Contractors **Project**, Definition of the 1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 11.4.7, 1.1.4 12.1.2 Project Representatives **Shop Drawings**, Definition of 4.2.10 3.12.1 **Property Insurance Shop Drawings, Product Data and Samples** 10.2.5, 11.3 3.11, **3.12**, 4.2.7 PROTECTION OF PERSONS AND PROPERTY Site, Use of **3.13**, 6.1.1, 6.2.1 Regulations and Laws Site Inspections 1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1, 3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.4.2, 9.10.1, 13.5 10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14, Site Visits, Architect's 15.2.8, 15.4 3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5 Rejection of Work Special Inspections and Testing 3.5.1, 4.2.6, 12.2.1 4.2.6, 12.2.1, 13.5 Releases and Waivers of Liens Specifications, Definition of the 9.10.2 1.1.6 Representations Specifications, The 3.2.1, 3.5.1, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 1.1.1, **1.1.6**, 1.2.2, 1.5, 3.11, 3.12.10, 3.17, 4.2.14 9.8.2, 9.10.1 Statute of Limitations Representatives 13.7, 15.4.1.1 2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.2, 4.2.10, 5.1.1, Stopping the Work 2.3, 9.7, 10.3, 14.1 5.1.2, 13.2.1 Responsibility for Those Performing the Work **Stored Materials** 3.3.2, 3.18, 4.2.3, 5.3.1, 6.1.3, 6.2, 6.3, 9.5.1, 10 6.2.1, 9.3.2, 10.2.1.2, 10.2.4, 11.4.1.4 Retainage Subcontractor, Definition of 9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3 5.1.1 **SUBCONTRACTORS Review of Contract Documents and Field Conditions by Contractor 3.2**, 3.12.7, 6.1.3 Subcontractors, Work by Review of Contractor's Submittals by Owner and 1.2.2, 3.3.2, 3.12.1, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7 Architect 3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2 **Subcontractual Relations** Review of Shop Drawings, Product Data and **5.3**, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 11.4.7, 11.4.8, Samples by Contractor 14.1, 14.2.1 3.12 Submittals **Rights and Remedies** 3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3, 1.1.2, 2.3, 2.4, 3.5.1, 3.7.4, 3.15.2, 4.2.6, 4.5, 5.3, 5.4, 9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3 Submittal Schedule 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2, 12.2.4, 13.4, 14, 15.4 3.10.2, 3.12.5, 4.2.7 Royalties, Patents and Copyrights Subrogation, Waivers of 3.17 6.1.1, 11.4.5, **11.3.7**

Substantial Completion

Rules and Notices for Arbitration

15.4.1

4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 12.2, 13.7 4.4, 4.5, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, Substantial Completion, Definition of 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.4.1.5, 11.4.6, 11.4.10, 12.2, 13.5, 13.7, 14, 15.1.2, 9.8.1 Substitution of Subcontractors 15.4 5.2.3, 5.2.4 **Time Limits on Claims** Substitution of Architect 3.7.4, 10.2.8, **13.7**, 15.1.2 4.1.3 Title to Work Substitutions of Materials 9.3.2, 9.3.3 3.4.2, 3.5.1, 7.3.8 **Transmission of Data in Digital Form** Sub-subcontractor, Definition of UNCOVERING AND CORRECTION OF 5.1.2 **Subsurface Conditions** WORK 3.7.4 12 **Successors and Assigns Uncovering of Work** 13.2 12.1 Superintendent Unforeseen Conditions, Concealed or Unknown **3.9**, 10.2.6 3.7.4, 8.3.1, 10.3 **Supervision and Construction Procedures Unit Prices** 1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.3.3.2, 7.3.4 Use of Documents 7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.3 1.1.1, 1.5, 2.2.5, 3.12.6, 5.3 5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7 Use of Site **3.13**, 6.1.1, 6.2.1 Surety, Consent of 9.10.2, 9.10.3 Values, Schedule of Surveys **9.2**, 9.3.1 2.2.3 Waiver of Claims by the Architect Suspension by the Owner for Convenience 14.3 Waiver of Claims by the Contractor Suspension of the Work 9.10.5, 11.4.7, 13.4.2, 15.1.6 5.4.2, 14.3 Waiver of Claims by the Owner Suspension or Termination of the Contract 9.9.3, 9.10.3, 9.10.4, 11.4.3, 11.4.5, 11.4.7, 12.2.2.1, 5.4.1.1, 11.4.9, 14 13.4.2, 14.2.4, 15.1.6 **Taxes** Waiver of Consequential Damages 3.6, 3.8.2.1, 7.3.7.4 14.2.4, 15.1.6 **Termination by the Contractor** Waiver of Liens 9.10.2, 9.10.4 **14.1**, 15.1.6 **Termination by the Owner for Cause** Waivers of Subrogation 5.4.1.1, **14.2**, 15.1.6 6.1.1, 11.4.5, **11.3.7 Termination by the Owner for Convenience** Warranty 3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, 13.7.1 Termination of the Architect Weather Delays 4.1.3 15.1.5.2 Termination of the Contractor Work, Definition of 14.2.2 1.1.3 TERMINATION OR SUSPENSION OF THE Written Consent 1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, CONTRACT 14 9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2, 15.4.4.2 **Tests and Inspections** Written Interpretations 4.2.11, 4.2.12 3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 11.4.1.1, 12.2.1, **13.5** Written Notice TIME 2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 8.2.2, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 11.4.6, 12.2.2, 12.2.4, **13.3**, Time, Delays and Extensions of 14, 15, 4, 1 3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4.1, **8.3**, 9.5.1, 9.7.1, Written Orders 1.1.1, 2.3, 3.9, 7, 8.2.2, 11.4, 9, 12.1, 12.2, 13.5.2, 10.3.2, 10.4.1, 14.3.2, 15.1.5, 15.2.5

14.3.1. 15.1.2

Time Limits

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, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

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

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

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

§ 1.1.6 THE SPECIFICATIONS

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

§ 1.1.7 INSTRUMENTS OF SERVICE

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

§ 1.1.8 INITIAL DECISION MAKER

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

§ 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.

9

§ 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.

§ 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.

§ 1.3 CAPITALIZATION

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

§ 1.4 INTERPRETATION

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

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and 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's 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.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

ARTICLE 2 OWNER

§ 2.1 GENERAL

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

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

§ 2.2 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 those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 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 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.

§ 2.2.4 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.

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

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly 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.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner 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, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's 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. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR § 3.1 GENERAL

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

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

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

§ 3.2 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 Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

§ 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.

§ 3.3 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 instructions 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 and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. 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.

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

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

§ 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.

§ 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 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.

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

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

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

§ 3.7.3 If the Contractor performs Work 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 notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 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 the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made 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,
 - allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
 - .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
 - .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.
- § 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

- § 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.
- § 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect 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 or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

- § 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall 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 to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.
- § 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's 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 Architect reasonable time to review submittals. 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 perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 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 shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- § 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor 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 to illustrate materials or equipment for some portion of 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 is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.
- § 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.
- § 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- § 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.
- § 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.
- § 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such 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

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.

§ 3.14 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 or separate 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 or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor 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 may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

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

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, 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 or Architect. 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.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce

16

other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect 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.

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

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate For Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, 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, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 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, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 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 Architect about matters arising out of or relating to the Contract. 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 separate contractors shall be through the Owner.

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the

17

Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

- § 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the 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. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the 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.
- § 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.
- § 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.
- § 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. 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.
- § 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- § 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.
- § 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.
- § 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. 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 a separate contractor or subcontractors of a separate contractor.

§ 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 Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

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

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, 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 or Architect makes reasonable objection to such substitution.

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

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

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

- § 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.
- § 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS § 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

- § 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate 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.
- § 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.
- § 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.
- § 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

- § 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.
- § 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the 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 or separate contractor's 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 that are payable to a separate contractor 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 a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.
- § 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 or separate contractors as provided in Section 10.2.5.
- § 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

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, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

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

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, 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

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

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

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one 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.

§ 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 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.

§ 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 Architect shall determine 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 Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to 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 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 Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

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

§ 7.4 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 signed by the Architect 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 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.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; 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; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

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

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

ARTICLE 9 PAYMENTS AND COMPLETION § 9.1 CONTRACT SUM

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

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, 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 Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, 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 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 Architect, but not yet included in Change Orders.

§ 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.

§ 9.3.2 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.

§ 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

23

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 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous onsite inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and 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 Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- defective Work not remedied: .1
- .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
- .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;
- repeated failure to carry out the Work in accordance with the Contract Documents.

§ 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 withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or 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 Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

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

24

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

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

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and 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 nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 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.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after 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 Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner 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 shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

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

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

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, 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.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall 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.

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

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

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with 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 Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect 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), 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 attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed 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 prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- 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 claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY § 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 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

- 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 Subsubcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- § 10.2.2 The Contractor shall 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.
- § 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable 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.
- § 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 and 10.2.1.3 caused in whole or in part by the Contractor, a Sub-contractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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

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

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party 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.

§ 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 and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of 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, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of 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.

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

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

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's 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.

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 that 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;
- .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.

§ 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, 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 filed with the Owner 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 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 on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) 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.

§ 11.2 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 Subsubcontractors in the Project.

§ 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 Architect's and Contractor's services and expenses required as a result of such insured loss.

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

§ 11.3.1.3 If the property insurance requires deductibles, the Owner 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, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

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

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

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, 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 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, subsubcontractors, agents and employees, each of the other, and (2) the 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 they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, subsubcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

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

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

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

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK § 12.1 UNCOVERING OF WORK

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

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request 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. 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 a separate contractor in which event the Owner 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 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 Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 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 to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

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

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

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

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate 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,

§ 12.3 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.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 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 courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 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, 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 there under, 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 Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (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 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 Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, 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, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 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 Architect.

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

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

§ 13.6 INTEREST

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

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and 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 Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

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 Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated 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 and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.
- § 14.2.2 When any of the above reasons exist, the Owner, 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:
 - .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.
- § 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.
- § 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

- § 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.
- § 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption 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 the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

- § 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.
- § 14.4.2 Upon receipt of 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; and
 - .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
- § 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

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. 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.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, 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 payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates 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. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. 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 and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

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

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

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim 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 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.

§ 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 either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any 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.

§ 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.

§ 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 not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

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

§ 15.3 MEDIATION

§ 15.3.1 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.

§ 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 dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

§ 15.4 ARBITRATION

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

party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

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

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

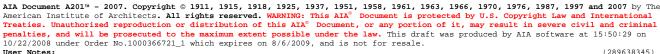
§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 CONSOLIDATION OR JOINDER

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

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

§ 15.4.4.3 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.



SECTION 00810

Supplemental Conditions to the General Conditions

The following modify, change, delete from, or add to the "General Conditions of the Contract for Construction" AIA Document A201, 2007 Edition. Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph, or Clause shall remain in effect.

ARTICLE 1, GENERAL PROVISIONS

Add the following Subparagraph to Paragraph 1:

1.2.4 Work not covered in the Contract Documents will not be required, unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results. Where reference is made to specifications of manufacturers, trade associations or the like, such is understood to be made a part of this Specification to have the same effect as if fully reproduced herein. Approval or equal, acceptable, and words of similar definition are understood to mean in the judgment of Architect.

Add the following Subparagraph to Paragraph 1:

1.2.5 Computed dimensions take precedence over scaled dimensions, large scale details over smaller; should disagreements occur in the drawings, or the Specifications describe a higher quality of work or material, the better quality shall be estimated, unless otherwise directed by the Architect. The Architect shall be notified at once, in writing, of any and all discrepancies.

ARTICLE 3, CONTRACTOR

Add the following Subparagraph to paragraph 3:

- 3.4.4 After the Contract has been executed, the Owner and the Architect will consider a formal written request for the substitution of products in place of those specified only under the conditions set forth herein.
- 3.4.5 By making requests for substitutions based on Clause 3.1.3. above, the Contractor:
 - (a) represents that he has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;

- (b) represents that he will provide the same warranty for the substitution that he would for that specified;
- (C) certifies that the cost data presented is complete and includes all related costs under this Contract, but excludes cost under separate contract, and excludes the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently becomes apparent; and
- (d) will coordinate the installation of the accepted substitute, making such changes as may be required for the work to be complete in all respects.

Change Paragraph 3.7, Subparagraph 1, to read as follows:

- 3.7.1 General Trades Contractor shall secure and Owner pay for general building permit. General, Mechanical and Electrical Trades Contractors shall secure and pay for all other permits and governmental fees, licenses and inspections as their work may require for the proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required at the time the bids are received.
- 3.7.1.1. Owner will pay for all sewer and water escrow fees, capital charges, assessment fees, and frontage fees.

ARTICLE 5, SUBCONTRACTOR

Add the following Subparagraph to Paragraph 5:

5.2.1.1. No later than 10 days after the award of contract the Contractor shall furnish, in writing to the Owner through the Architect the names of persons or entities proposed or manufacturers for each of the products identified in the General Requirements (Division of the Specifications) and where applicable, the name of the installing subcontractor.

Article 7, CHANGES IN THE WORK Add the following sentence to paragraph 7.3.7

7.3.7.6 The Contractor shall not incur any cost to be reimbursed as part of the adjustment in the contract sum prior to the commencement of the construction phase.

ARTICLE 8, TIME

8.3.1 Delete reference to arbitration.

ARTICLE 9, PAYMENTS AND COMPLETION

Add the following sentence to Subparagraph 9.3.1.:

The form of Application for Payment shall be a notarized AIA Document G702, Application and Certification for payment, supported by AIA Document G703, Continuation Sheet.

Add the following Clause 9.3.1.3. to 9.3.1:

Until the work is 50% complete, the Owner shall pay 90% of the amount due the Contractor on account of progress payments. At the time the work is 50% complete and thereafter, the Architect may, upon written request and satisfactory progress authorize remaining partial payments to be paid in full.

ARTICLE 11, INSURANCE AND BONDS

Add the following Subparagraph:

11.1.1.9. Liability Insurance shall include all major divisions of coverage on a comprehensive basis including:

- (1) Premised-Operations (including X-C-U)
- (2) Independent Contractors Protective
- (3) Products and Completed Operations
- (4) Personal Injury Liability with Employment Exclusion deleted.
- (5) Contractual-including specified provisions for Contractor's Obligation under Paragraph 3-18
- (6) Owned, non-owned, and hired motor vehicles.
- (7) Broad Form Property Damage, including Complete Operations.

Add the following Subparagraph:

11.1.1.1 If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with subparagraph 9.10.2.

Add the following Subparagraph:

- 11.1.2.1. The Insurance required by Subparagraph 11.1.1. shall be written for not less than any limits of liability specified in the Contract Documents, or required by law, whichever is greater. Provide minimum limits as follows:
 - (1) Worker's Compensation:
 - (a) State statutory
 - (b) Applicable Federal statutory
 - (C) Employer's Liability \$100,000
 - (d) Benefits required by Labor Union Contracts.
 - (2) Comprehensive General Liability, including Premises-Operations, Independent Contractor's Protective, Products and Completed Operations, and Broad Form Property Damage:
 - (a) Bodily Injury:

\$1,000,000 Each Occurrence \$1,000,000 Aggregate Products and Completed Operations

(b) Property Damage:

\$1,000,000 Each Occurrence \$1,000,000 Aggregate

- (c) Product and Completed Operations Insurance shall be maintained for a minimum period of one year after final payment, and Contractor shall continue to provide evidence of such coverage to Owner on an annual basis during the coverage period. Name **Van Buren Township Downtown Development Authority** as additionally insured primary coverage.
- (d) Property Damage Liability Insurance shall include coverage for X (Explosion), C (Collapse) and U (Underground).
- (e) Contractual Liability (Hold Harmless Coverage):

Bodily Injury - \$1,000,000 Each Occurrence Property Damage - \$1,000,000 Each Occurrence \$1,000,000 Aggregate

(f) Personal Injury with Employment Exclusion deleted:

\$1,000,000 Aggregate

- (3) Comprehensive Automotive Liability (Owner, non-owned, hired):
 - (a) **Bodily Injury**:

\$500,000 Each Person \$1,000,000 Each Accident

(b) Property Damage:

\$1,000,000 Each Occurrence

Add the following sentence to Subparagraph 11.1.3.:

If this Insurance is written on the Comprehensive General Liability Policy form, the Certificates shall be AIA Document G705, Certificates of Insurance. If this Insurance is written on a Commercial General Liability Policy form, ACORD form 255 will be acceptable.

Add the following sentence to Clause 11.3.1.1.:

The form of policy for this coverage shall be Complete Value.

Delete Clause 11.3.1.4 and substitute the following:

11.3.1.4 The Contractor shall provide insurance coverage for portions of the Work stored off the site after written approval of the Owner at the value established in the approval, and also for portions of the Work in transit.

11.3.9 Revise third sentence to read:

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 in accordance with a mediation or litigation award in which case the procedure shall be as directed by the mediator or the Court.

11.3.10 Revise second sentence to read:

The Owner as fiduciary shall in the case of mediation or litigation make settlement with insurers in accordance with the directions of the mediator or the Court. If distribution of insurance proceeds by mediation or litigation is required the mediator or the Court will direct such distribution.

13.8 EQUAL OPPORTUNITY

- 13.8.1 The Contractor shall maintain policies of employment as follows:
- 13.8.1.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.
- 13.8.1.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

ARTICLE 15, CLAIMS AND DISPUTES

15.3 Mediation

- 15.3.2 Delete reference to Arbitration and substitute litigation.
- 15.3.2 Revise paragraph to read:

The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association in effect on the date of this agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the American Arbitration Association. The request may be made concurrently with the filing for litigation but, in such event, mediation shall proceed in advance of litigation or legal or equitable 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.

15.4 Delete reference to arbitration. Binding dispute resolution shall be by litigation in a court of law having jurisdiction.

15.4.4 CONSOLIDATION OR JOINDER 15.4.4.1,

15.4.4.2, 15.4.4.3

Delete reference to arbitration and substitute mediation

SECTION 00851 Index of Drawings

PART 1 GENERAL

1.01 DESCRIPTION

A. See Wakely Associates Drawings dated February 9, 2018, project No. 161675 & Specifications dated February 9, 2018 labeled as All Trade Specifications.

Section 01010 SUMMARY OF WORK

PART 1 GENERAL

1.1 PROJECT DESCRIPTION

- A. The Work included in the Contract Documents consists of the following:
 - A. Site Developemnt work and utilities associated with construction
 - B. New Buildings and infrastructure
- B. The subdivision of Work between the multiple Prime Contractors is delineated in Section 00300 of these specifications.
- C. The timing and sequence of the work is generally described in the Milestone Schedule. That schedule will be modified and expanded with input from Contractors subsequent to contract awards. The resulting Construction Schedule will be used for actual construction.

1.2 CONTRACTOR USE OF PREMISES

- A. Contractors shall limit their use of the Project site for work and for storage as designated by the Construction Manager. Contractors will not occupy or use any of the Owner's facilities or services. Any work required outside of the designated limits shall be previously scheduled and coordinated with the Construction Manager and Owner.
- B. No radios will be permitted on site.
- C. Contractors shall locate field offices, storage trailers, and employee parking as designated by the Construction Manager.
- D. Contractors shall cooperate to the fullest extent possible with the Construction Manager to protect the public, staff and visitors from construction. Clean-up must be constantly maintained and clear accesses must be provided at all times.

1.3 OWNER OCCUPANCY

A. Prior to occupancy the owner will be installing equipment, furnishings, and other amenities as required for occupancy. Each contractor shall cooperate with all Owner installations and coordinate the completion of this work accordingly

Section 01025 CONSTRCUTION & CHANGE DOCUMENTS

PART 1 GENERAL

1.1 CONSTRUCTION & CHANGE DOCUMENTS

- A. Contractors will be limited to the number of construction sets and change documents that are provided at no cost. Each Contractor will be allowed up to three sets of construction documents and subsequent change documents for each bid division awarded. Any additional sets required will either be paid by or backcharged to the Contractor.
- B. All Contractors should identify the number of sets needed for their contract work and notify the Construction Manager accordingly.

Section 01050 LAYOUTS AND MEASURMENTS

PART 1 GENERAL

1.1 RESPONSIBILITY

- A. The responsibility for accurate layout and measurement of the work of each contractor is their own. In addition, each contractor shall verify the dimensional accuracy of the work their work is reliant upon before they begin their work. They shall report all inaccuracies to the Construction Manager and not proceed until corrections are made. If a contractor inadvertently or knowingly proceeds with their work on dimensionally inaccurate work of another, they will be liable for the cost of corrections to their work when the error is corrected.
- B. Assistance provided by the Construction Manager shall not relieve a Contractor of their responsibilities established by the Contract Documents.
- C. The Contractor shall carefully protect monuments, stakes, and bench marks. If destroyed or disturbed by the Contractor or their employees, subcontractors and subsubcontractors, the cost to the Owner of replacing them shall be charged against the Contractor and shall be deducted from the payments for their work.

1.2 CHECKING LINES AND LEVELS

- A. Each Contractor shall thoroughly examine the existing conditions and be familiar with work to be performed as hereinafter specified and as outlined on the drawings.
- B. Two basic grid lines and one benchmark elevation point necessary for the location and construction of the building shall be established by the Owner.
- C. Each Contractor shall compare all lines and levels given on the drawings with actual field conditions and shall call attention to discrepancies if they occur.
- D. Each Contractor shall verify and document with the Construction Manager all lines and levels and be responsible for the proper location of all their work.

1.3 SURVEY AND LAYOUT

A. Each Contractor shall be responsible for line and grade survey and layout from the basic grid lines and benchmarks established by the Owner. Layout of the site paving, parking, etc. shall be done as noted on the Plans.

Section 01060 PERMITS, INSPECTION AND LICENSING FEES

PART 1 GENERAL

1.1 PERMITS AND INSPECTION FEES

- A. Construction Manager will secure and pay for General Building Permit & Wayne County Permit
- B. All soil erosion & DEQ permits, mechanical and electrical permits shall be applied for, secured, and paid for by the Contractor requiring such permits.

1.2 INSPECTIONS

- A. Any Contractor requiring special inspection by the State or other agency shall arrange and schedule the inspection and give a minimum of 48 hour notice to the Construction Manager, Architect and Engineer.
- B. Partial occupancy permits may be applied for by the Owner. All Contractors will cooperate and assist in securing and maintaining partial occupancy permits.
- C. Mechanical and electrical Contractors shall review their specifications to comply with all special testing and inspections.
- D. Where the Contract Documents require inspections, tests or approvals of the Work to be made by an independent testing agency or laboratory or an independent professional consultant, the independent testing agency or laboratory or independent professional consultant shall be satisfactory to the Architect and Construction Manager.
- E. Each contractor shall inspect work of others which will receive or is adjacent to their Work before commencing their work. Do not proceed until conditions which would result in a less than first class installation are satisfactorily corrected. Commencing work shall constitute as acceptance of the work of others by the contractor as satisfactory to receive their Work.

Section 01200 PROJECT MEETINGS

PART 1 GENERAL

1.1 PRECONSTRUCTION MEETINGS

A. Prior to the initiation of on-site activity, a meeting will be held with <u>all_Bid Division</u> Contractors for the purpose of planning, scheduling and coordinating an orderly initiation of on-site construction activity.

1.2 PRECONSTRUCTION CONFERENCES

A. Each Contractor is required to meet on the site with the Construction Manager and the Architect/Engineers as required by the Construction Manager prior to beginning their Work. The purpose of this meeting is to review the intent of the Contract Documents as they pertain to the Contractor's Work, and to integrate the initiation of that Work with the Work already in progress on the site.

1.3 PROGRESS & PROJECT MEETINGS

- A. Contractors active on site shall be required to attend Progress and Project Meetings when called by the Construction Manager. These meetings are for the purpose of planning and assessing construction progress and for discussing problems of mutual concern.
- B. It shall be mandatory that each Contractor and/or their superintendent, foreman or lead person be in attendance at these meetings.
- C. All decisions, instructions and interpretations given by the Owner or their designated representatives at these meetings shall be conclusive, and shall be binding on the Contractors.
- D. The minutes of such meetings will be recorded and distributed to the Contractors by the Construction Manager.

Section 01300 SUBMMITALS

PART 1 GENERAL

1.1 SUMMARY

- A. Wherever possible throughout the Contract Documents, the minimum acceptable quality of workmanship and materials has been defined either by manufacturer's name and catalog number or by reference to recognized industry standards.
- B. To ensure that the specified products are furnished and installed in accordance with the design intent, procedures have been established for advance submittal of design data and for its review by the Architect.

1.2 RELATED DOCUMENTS AND SECTIONS

- A. Contractual Requirements for Submittals: General Conditions and Supplementary Conditions.
- B. Section 01700- Contract Closeout
- C. Individual Submittals Required: Pertinent Sections of these Specifications.

1.3 SUBMITTALS

A. Make all submittals of shop drawings, samples, requests for substitution, and other similar items, in strict accordance with the provisions of this Section of these Specifications.

1.4 DISCLAIMER

- A. Contractor agrees that shop drawings submittals processed by the Architect are not change orders; that the purpose of shop drawings submittals by the Contractor is to demonstrate to the Architect that the Contractor understands the design concept; that they demonstrate their understanding by indicating which equipment and material they intend to furnish and install and by detailing the fabrication and installation methods they intend to use.
- B. Contractor further agrees that if deviations, discrepancies or conflicts between shop drawings and Contract Documents are discovered either prior to or after shop drawing submittals are processed by the Architect, the Contract Documents shall control and be followed.

PART 2 - PRODUCTS

2.1 SHOP DRAWINGS

A. Preparation

- 1. Preparation by qualified detailer.
- 2. Identify details by reference to sheet and detail numbers shown on Contract Drawings.

B. Scale Required

1. Unless otherwise specifically directed by the Architect, make all shop drawings accurately to a scale sufficiently large to show all pertinent features of the items, its method of connection to the Work and the adjacent surfaces or materials.

C. Type of Prints Required

1. Electronic submittals are acceptable for the Architect / Engineers review. If required, Contractor shall submit hard copies of drawings, product date, etc. at the request of the Architect.

2.2 MANUFACTURERS'LITERATURE

A. Preparation

- 1. Manufacturer's standard schematic drawings:
 - a. Delete information which is not applicable to project.
 - b. Supplement standard information to provide additional information applicable to project.
- 2. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illusions and other standard descriptive data.
 - a. Clearly mark each copy to identify pertinent materials, products or models.
 - b. Show dimension and clearances required
 - c. Show performance characteristics and capabilities.
 - d. Show wiring diagrams and controls where applicable.

2.3 SAMPLES

A. Preparation

- 1. Office samples sized to clearly illustrate:
 - a. Functional characteristics of product or materials, with integrally related parts and attachment devices.
 - b. Full range of color samples, except when specific color(s) are specified.
- 2. Field samples and mock-ups, when shown on the Drawings or specified in a particular Section:
 - a. Erect at Project Site at location acceptable to Architect.
 - b. Construct each sample or mock-up complete, including work of all trades required in finished work.
 - c. Remove as directed, unless specific Section allows incorporation in the work after acceptance.

B. Accuracy of Sample

1. Unless otherwise specifically directed by the Architect, all samples shall be of the precise article proposed to be furnished.

C. Number of Samples Required

- 1. Submit all samples in the quantity which is required to be returned plus one which will be retained by the Architect.
- 2. After review, samples may be used in construction of Project.

2.4 COLORS

A. General

1. Unless the precise color and pattern is specifically described in the Contract Documents, whenever a choice of color or pattern is available in a specified product submit accurate color charts and pattern charts to the Architect for their review and selection.

B. Comparative Analysis

1. Unless all available colors and patterns have identical costs, identical performance characteristics, and are identically suited to the installation, completely describe the relative costs and capabilities of each.

2.5 SUBSTITUTIONS

A. Architect's Approval Required

- 1. The Contract is based on the materials, equipment, and methods described in the Contract Documents.
- 2. The Architect may, at their discretion, consider proposals for substitutions of materials, equipment, and methods only when such proposals are accompanied by full and complete technical data and all other information required by full and complete technical data and all other information required by the Architect to evaluate the proposed substitution.
- 3. Do not substitute materials, equipment, or methods unless such substitution has been specifically approved for this work by the Architect.

B. Approvals

- 1. Where the phrase "Approved Substitution", Equal Approved" or similar verbiage occurs in the Contract Documents, do not assume that material, equipment or methods will be approved as equal by the Architects unless the item has been specifically approved for this work by the Architect.
- 2. The decision of the Architect shall be final.

C. Availability of Specified Items

- 1. Verify prior to bidding that all specified items will be available in time for installation during orderly and timely progress of the Work.
- 2. In the event specified item or items will not be so available, so notify the Architect prior to receipt of bids.
- 3. Costs of delays because of non-availability of specified items, shall be the responsibility of the Contractor.

2.6 MISCELLANEOUS

A. Inspections and Test Reports

1. Classify each as either "shop Drawing" or "Product Data", depending upon whether report is uniquely prepared for this Project or a standard publication of workmanship control testing at point of production; process accordingly.

B. Warranties

1. In addition to copies desired for each Contractor's use, furnish 3 executed copies for the Architect's use plus additional copies where required for maintenance manuals.

PART 3 - EXECUTION

3.1 COORDINATION OF SUBMITTALS

A. General

- 1. Prior to submittal for Architect's review, use all means necessary to fully coordinate all material, including the following procedures:
 - a. Determine and verify dimensions and conditions, catalog numbers, and similar data.
 - b. Coordinate as required with all trades and with all public agencies involved.
 - c. Secure all necessary approvals from public agencies and others; signify by stamp or other means that all required approvals have been obtained.
 - d. Clearly indicate all deviations form the Contract Documents.

B. Grouping of Submittals

- 1. Unless otherwise specifically permitted by the Architect, make all submittals in groups containing all associated items.
- 2. The Architect may reject partial submittals as not complying with the provisions of the Contract Documents.

3.2 TIMING OF SUBMITTALS

A. General

- Make all submittals far enough in advance of scheduled installation or as specifically called for to allow sufficient time for reviews, securing necessary approvals, possible revision and resubmittal, placing orders, coordination with other contractor's work, and securing delivery.
- 2. In scheduling, allow at least 10 full working days for the Architect's review following his receipt of the submittal.

B. Delays

1. Costs of delays occasioned by tardiness of submittals by the Contractor shall be the responsibility of that Contractor.

3.3 IDENTIFICATION OF SUBMITTALS

A. General

- 1. Consecutively number all submittals.
- 2. Accompany each submittal with a letter of transmittal, in duplicate, showing the date of transmittal, Specification Section or Drawing Number to which the submittal pertains, brief description of the material submitted, notification of deviations from Contract and the company name of the originator of the submittal.
- 3. Upload complete submittal to Submittal Exchange.

B. Resubmittals

1. When material is resubmitted for any reason, transmit under a new letter of transmittal; indicate by reference to previous submittal that this is a resubmittal and upload to Submittal Exchange.

3.4 PROCESSING OF SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- A. Each Subcontractor shall prepare, review and approve each submittal, and then transmit it to the Construction Manager by uploading to Submittal Exchange.
- B. Upon receipt of a submittal from the Contractor, the Construction Manager shall review and proceed as follows:
 - 1. If submittal is complete and in accordance with the Contract Documents, they will transmit it to the Architect.
 - 2. In the case of Structural, Mechanical or Electrical shop drawings or product data, the Construction Manager, shall transmit the submittal directly to the Consultant and send a copy of the letter of transmittal to the Architect.
 - 3. If the submittal is incomplete or not in accordance with the Contract Documents, the Construction Manager shall return it to the Contractor for resubmission. The Construction Manager shall send a copy of the letter of transmittal to the Architect via Submittal Exchange.
- C. Upon receipt of a submittal from the Construction Manager, the Architect shall review, stamp, initial, and date each submittal as follows:
 - 1. "NO EXCEPTION TAKEN": This indicates that the submittal meets Contract Documents requirements, the design intent, and the Architect has no objections to any of the information included with the submittal. The submittal can be distributed by the Construction Manager.

- 2. "MAKE CORRECTIONS NOTED": This indicates that the submittal is essentially acceptable in terms of Project requirements and design intent, but some minor aspect is incorrect, the Architect has indicated a color or finish selection, or other comments have been added to the submittal. Resubmittal is not necessary; the submittal can be distributed and utilized with required corrections.
- 3. "AMEND AND RESUBMIT": This indicates that major corrections are required to the submittal; it may also indicate that a few changes of major significance need to be made. In this case, the submittal shall be returned to the Contractor through the Construction Manager. The Contractor shall correct and resubmit as specified herein.
- 4. "REJECTED SEE REMARKS": This indicates that the submittal is unacceptable. Reasons may include unacceptable manufacturer, incorrect model or product, or incomplete submittal as defined herein. The Architect shall note the reason for rejection and the submittal shall be returned to the Contractor through the Construction Manager. The Contractor shall correct and resubmit as specified herein.
- D. Upon receipt of a submittal from the Construction Manager, the Consultant shall review and forward each submittal as follows:
 - 1. If the submittal is acceptable, the Consultant shall stamp, sign, date, and forward it to the Architect for their review as described in Paragraph 3.04.C.
 - 2. If major corrections are required or the submittal is unacceptable, the Consultant shall indicate the objections, return the submittal to the Contractor through the Construction Manager, and send a copy of the submittal to the Architect so that they are aware of the reasons for the Consultant's actions. The Contractor shall correct and resubmit as specified herein.
- E. When a submittal is returned by the Architect and resubmittal is not required the Construction Manager shall:
 - 1. Review submittal for Architects/Consultant's comments and take appropriate action indicated.
 - 2. Coordinate field verifications not possible during earlier review described in Paragraph 3.01.A.
 - 3. Distribute submittal as specified in Article 3.05.

3.5 DISTRIBUTION

- A. The Contractor shall distribute reproductions of shop drawings to the following:
 - 1. Contractor who prepared submittal (verify number of copies required)
 - 2. Job site file
 - 3. Other affected Contractors
 - 4. Suppliers or fabricators
- B. The Construction Manager shall retain the processed shop drawings for the record.
- C. Distribute samples and copies of product data which carry the Architect's review stamp as directed by the Architect.

3.6 COMMENCEMENT OF WORK

- A. The manufacture or construction of any pieces of equipment, device, or other item for which shop drawings, product data, or samples are required to be furnished, shall not commence prior to complete processing of the appropriate submittal.
- B. Any Contractor who proceeds without a submittal bearing the Architect's stamp does so at their own risk. Architect shall maintain the right to reject work or materials provided without proper prior submittal.

Section 01500 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 GENERAL

1.1 DESCRIPTION

- A. The Construction Manager will arrange for temporary utilities required for construction, unless noted otherwise.
- B. All contractors will include cost of temporary work in base bid where specifically called for in the Bid Division Description or in this Section 01500.

1.2 DEFINITIONS

A. Substantial Enclosure: When the exterior walls are substantially complete, the roof deck is substantially complete, exterior openings are temporarily closed and temporary doors are installed, the building, or portion thereof, shall be deemed by the Construction Manager to have reached "Substantial Enclosure".

1.3 TEMPORARY LIGHTING AND POWER

- A. The electric contractor shall provide all required wiring and facilities for temporary service and metering by the electric utility company. The electrical contractor shall coordinate temporary service with the electric utility company and assume the cost of any utility company charges.
- B. The Electrical Contractor shall provide, maintain, and remove temporary service for light and power required in construction for all trades until the permanent system is in operation.
 - 1. Temporary Service: Provide a temporary 120/220 volt, 3 phase, 4 wire service or a 120/240 volt, single phase, 3 wire service arranged to serve the lighting and power requirements for the project and as designated by the Construction Manager.

2. Temporary Lighting:

- a. Provide general illumination of not less than 1/2 watt per square foot throughout all areas of the building where work is being performed.
- b. Provide illumination of not less than 1/2 watt per square foot in all corridors and other interior areas used for general circulation.
- c. Provide maintenance service for all temporary lighting facilities including lamps during regular working hours.

3. Temporary Power:

- a. Provide and maintain 120 volt, single-phase and 208 volt, 3-phase outlets for small tools, equivalent to not less than 1/2 watt per square foot or floor area, so located to permit any part of Work to be reached with an extension cord not longer than 50 feet.
- b. Provide and maintain service in excess of that specified above at the request of other Contractors and Subcontractors. This cost is paid by the contractor requesting the excess service.
- 4. As soon as the permanent power and lighting systems can be safely energized as determined by the Construction Manager, they may be used for temporary light and power, subject to the following conditions:
 - a. The systems are restored to original condition as required to comply with the Specification requirements and warranty period.
 - b. Prior to the Date of Substantial Completion, all lamps used for temporary lighting shall be replaced with new lamps.
- C. The electrical contractor shall extend and install temporary service to the construction manager field office trailer.
- D. Each Contractor shall furnish and maintain portable cords, lamps and connectors from the above described temporary facilities in order to complete Contractor's Work.
- E. Each Contractor shall reimburse Electrical Contractor for all costs for distribution, connection and increased service size and systems required in excess of that specified.
- F. Each Contractor shall provide supplemental lighting for their Work when natural and specified (see lighting required to be provided by electrical Contractor) is not adequate.
- G. If any Contractor requires additional temporary power, they shall provide it as part of the base bid.
- H. The Owner will pay for the electrical current used for temporary power.
- I. All temporary lighting and power shall comply with all applicable Federal, State, and Local codes and regulations and with utility company requirements.

1.4 TEMPORARY HEATING AND VENTILATING

A. Prior to substantial enclosure:

- 1. Temporary enclosures, fuel and equipment necessary for heating materials incorporated in the Work and for protection of the Work before substantial enclosure is the responsibility of the party performing the work.
- 2. Fuel, equipment and method of heating shall be satisfactory to the authorities having jurisdiction. See requirements in technical Specifications for environmental conditions to be maintained. No salamander heating shall be used after finishing or finished materials are in place.

B. After substantial enclosure:

- The Owner shall provide sufficient temporary heating as required for finishes. This is to include temporary heating necessary to thaw frozen ground prior to placement of interior concrete slabon-grade.
- 2. The Owner shall provide temporary ventilation as required to eliminate condensation, dry out the Work, and to allow the Work to proceed.
- 3. The Owner shall provide fuel for temporary heat.
- 4. Under no circumstances shall any item of air handling equipment be operated for temporary heat or ventilation without filters in place. If the unit is used before construction is completed, filters shall be replaced by the Owner before the building is accepted by the Owner. This set of filters shall not be considered as the spare set of filters specified.
- 5. The temporary heating system shall comply with all applicable federal, state and local codes and regulations and with utility company requirements

1.5 WATER

Domestic non-potable water will be provided by the owner for work of this contract. Each contractor is responsible to provide their own hoses, barrels, etc. as required for water usage

1.6 FIELD OFFICE AND TELEPHONE

- A. The Construction Manager shall provide an on-site construction office for the use of the Owner, Architect, and themselves. Limited use of these facilities will be offered to Contractors.
- B. Contractors requiring field offices and telephones will need to coordinate location of office with the Construction Manager.
- C. Telephone service is provided to the site. It will be each Contractor's responsibility to arrange and pay for connections to the service provided.
- D. All Contractor electrical and telephone connections to on-site construction office trailers shall be accomplished without overhead wiring.
- E. No field office or telephone service is expected to be available until after the mass excavation contract is completed.

1.7 TOILET FACILITIES

A. The Construction Manager will arrange for temporary toilet facilities for Contractor use. The contractors will not use any of the Owner's public or private facilities.

1.8 WEATHER PROTECTION

- A. Each Contractor shall provide and maintain protection as may be required to complete his work in accordance with the Construction Schedule until such time that substantial enclosure is obtained as defined in 1.02 of this Section. This shall include protective coverings and enclosures, heaters, fuel, required attendants, and removal upon completion as specified.
- B. The Owner shall provide, maintain and remove the following items if required by project conditions.
 - 1. Temporary reinforced poly enclosure of exterior window and wall openings.
 - 2. Temporary plywood doors at designated building entrances. Remaining exterior door openings shall be temporarily closed with plywood.
 - 3. Contractors requiring the removal of temporary enclosures to perform their Work shall be responsible for removal and replacement immediately upon completion of work in that area.
- C. Each Contractor shall be responsible for properly covering and protecting finish work and removal and cleaning of snow and ice from work surfaces until the data of Substantial Completion for their contract.
- D. The Owner shall arrange for snow removal on site access roads and the Construction Staging Area.

1.9 REMOVAL

- A. Each Contractor shall completely remove their own temporary materials and equipment when their use is no longer required.
- B. Each Contractor shall clean and repair damage they have caused by temporary installations or use of temporary facilities.
- C. Each Contractor shall restore existing facilities they have used for temporary services to their specified or original condition.

Section 01520 SAFETY

PART 1 GENERAL

1.1 DESCRIPTION

- A. Safety is the responsibility of each individual Contractor. Each Contractor shall comply with all local safety ordinances and MI-OSHA regulations and requirements while performing the Work.
- B. Each Contractor is required to submit **bound** Safety Data Sheets (SDS) to the Construction Manager, to be used for reference only, prior to transporting the material / chemical on site. In addition, it is the responsibility of each Contractor to maintain an accessible SDS file for their employees, subcontractors, sub-subcontractors, and suppliers that are on site.
- C. Each Contractor shall submit evidence of an Employer Safety Program that complies with current MI-OSHA regulations and requirements prior to beginning any contract Work.
- D. The Contractor and their Subcontractor(s), Sub-subcontractor(s), and suppliers shall take all necessary precautions to ensure the safety of the public and of workers on the job, and to prevent accidents or injury to any persons, on, about, or adjacent to the premises where the Work is being performed. The Contractor and their Subcontractors, Sub-subcontractor(s), and suppliers shall comply with Federal or State OSHA regulations and all other laws, codes, ordinances, and regulations relative to safety and the prevention of accidents.
- E. The Contractor shall designate a responsible representative at the job site as a Safety Representative who shall be responsible for the promotion of safety and prevention of accidents, and shall enforce all applicable laws, ordinances, codes, rules, regulations and standards pertaining to safety and prevention of accidents.
- F. Each Contractor shall submit their Experience Modification Rating (EMR) to the Construction Manager. In addition, the Contractor is responsible to provide to the Construction Manager a listing of any MIOSHA violations or citations they have received in the past 5 years.

END SECTION

Section 01545 PROTECTION OF COMPLETED WORK

PART 1: GENERAL

1.1 DESCRIPTION

- A. Contractors shall consider protection of the finish work of prime importance. Care shall be taken by contractors not to damage completed work of other contractors, and to provide adequate protection for their own completed work.
- B. When moving men and/or material across floors, grades, roofs or other vulnerable surfaces and through existing areas, the contractor doing the moving shall provide adequate surface protection to prevent damage to existing surfaces.
- C. In additions to the requirements of the General Conditions, Supplementary Conditions, and other Specification Sections, the following special requirements for protection of the new work shall apply:
 - 1. Each Contractor shall at all times protect all work from damage by rain water, spring water, ground water, backing up of drains or sewers, and all other water that may or could be admitted to any work. He shall provide all pumps, other equipment, and closures to provide this protection. He shall do all pumping necessary to keep the work free of water.
 - 2. Each Contractor shall be responsible for closing any of his openings in wall or roof which would admit water to the building.
 - 3. Each Contractor shall provide protection to the work against weather, rain, wind, storms, frost, cold, or heat so as to maintain all work materials, apparatus, and fixtures free from injury and damage.
 - 4. After roofing is installed, all work on the roof shall be done over planking or other substantial protection to spread construction loads and to isolate traffic from the roof surface. Each Contractor shall provide his own protection when working on the roof.

Section 01570 TRAFFIC, ENVIRONMENTAL AND SAFETY PROTECTION

PART 1 G E N E R A L

1.1 DESCRIPTION

A. Each Contractor shall be responsible to maintain traffic, environmental and safety protection rules, regulations and measures as required by the EPA, OSHA and other state and local governing agencies.

1.2 TRAFFIC PROTECTION

- A. The Contractor shall arrange for flagmen, barricades, etc. to maintain proper traffic flow if required by the Contractors operations.
- B. The Contractor shall be responsible for any street closures or traffic control devices required to complete the contract work.

1.3 ENVIRONMENTAL AND SAFETY PROTECTION

- A. Contractors shall complete the work in the most expeditious manner with the least disruption to traffic, environment and existing school. Equipment shall have proper mufflers, back-up warning alarms and all other safety features as required for safe operation.
- B. Contractors shall take all necessary steps required to protect the Owner's staff, employees, visitors, public, and surrounding buildings while completing the work.
- C. Each Contractor shall conform to all environmental regulations and laws established by the EPA and other state and local governing agencies.

Section 01580 PROJECT SIGNS

PART 1 GENERAL

1.1 DESCRIPTION

- A. The Construction Manager shall provide one general information sign displaying the name of the Project, Owner, Architect and Engineers and Construction Manager.
- B. The Construction Manager will provide temporary on-site informational signs:
 - 1. As required by codes, laws and regulatory agencies.
 - 2. To identify key elements of the construction facilities as instructed by Owner or Construction Manager, and
 - 3. To direct traffic.
- C. No other signs other than identification signs on offices, shall be displayed by any Contractor without approval of the Construction Manager.
- D. Contractors shall provide their own safety signs as required to be in compliance with safety rules and good practice.

Section 01600 MATERIALS AND EQUIPMENT

PART 1 GENERAL

1.1 NEW MATERIAL AND EQUIPMENT

- A. Material and equipment incorporated into the Work shall:
 - 1. Conform to applicable specifications and standards.
 - 2. Comply with sizes, makes, types and qualities specified or as specifically approved in writing by the Architect/Engineer.
- B. Manufactured and Fabricated Products:
 - 1. Design, fabricate and assemble in accord with the best engineering and shop practices.
 - 2. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
 - 3. Two or more items of the same kind shall be identical by the same manufacturer.
 - 4. Products shall be suitable for service conditions.
 - 5. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing by the Architect/Engineer.
- C. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

1.2 MANUFACTURERS'INSTRUCTIONS

- A. When the Contract Documents require that installation comply with manufacturers' printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including two copies to the Architect/Engineer.
- B. Maintain one set of complete instructions at the site during installation, until completion.
- C. Handle, install, connect, clean, condition and adjust products in strict accord with such instructions and in conformity with specified requirements.
 - 1. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with the Project Team for further instructions.
 - 2. Do not proceed with such Work without clear instructions.
- D. Perform Work in accord with manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by the Contract Documents.

1.3 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of products in accord with the Construction Schedule. Coordinate to avoid conflict with Work and conditions at the site.
 - 1. Deliver products in undamaged condition, in manufacturers' original containers or packaging, and with identifying labels intact and legible.
 - 2. Immediately upon delivery, inspect shipments to assure compliance with the requirements of the Contract Documents and approved submittals, and to assure that products are properly protected and undamaged.
- B. Provide equipment and personnel to handle products by methods which will prevent soiling or damage to products or packaging.

1.4 STORAGE AND PROTECTION

- A. Store products in accord with manufacturers' instructions, with seals and labels intact and legible.
 - 1. Store products subject to damage by the elements in weather tight enclosures.
 - 2. Maintain temperature and humidity within the ranges required by manufacturers' instructions.
- B. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that the products are maintained under specified conditions, and are free from damage or deterioration.
- C. Protection After Installation:
 - Provide substantial coverings as necessary to protect installed products from damage from traffic and subsequent construction operations. Remove the coverings when they no longer are needed.

1.5 SUBSTITUTIONS AND PRODUCT OPTIONS

A. Products List:

1. Before commencing Work, submit to the Project Team a complete list of major products proposed to be used, with manufacturers' and suppliers' names, product names, model numbers, and, where applicable, names of installing subcontractors.

B. Contractor's Options

- 1. For products specified only by reference standard, select any product meeting that standard.
- 2. For products specified by naming several products or manufacturers, select any one of the products or manufacturers named, which complied with the specifications.

- 3. For products specified by naming one or more products or manufacturers and "or equal", Contractors must submit requests for substitutions for any product or manufacturer not specifically named.
- 4. For products specified by naming only one product and manufacturer, there is no option.

C. Substitutions:

- 1. The Project Team will consider written requests from Contractors for substitution of products.
- 2. Submit a separate request for each product, supported with complete data, with drawings and samples as appropriate, including:
 - a. Comparison of the qualities of the proposed substitution with that specified,
 - b. Changes required in other elements of the Work because of the substitution,
 - c. Effect on the construction schedule,
 - d. Cost data comparing the proposed substitution with the product specified.
 - e. Any required license fees or royalties,
 - f. Availability of maintenance service, and source of replacement materials.

D. Contractor's Representation:

- 1. Any request for a substitution constitutes a representation that the Contractor:
 - a. Has investigated the proposed product and determined that it is equal to or superior in all respects to that specified.
 - b. Will provide the same warranties or bonds for the substitution as for the product specified.
 - c. Will coordinate the installation of accepted substitutions into the Work, and make such other changes as may be required to make the Work complete in all respects.
 - d. Waives all claims for additional costs which may subsequently become apparent.
- E. The Architect/Engineer will review requests for substitutions with reasonable promptness, and will notify Contractors is writing of their decisions regarding requested substitutions.

Section 01610 ACCESS, DELIVERY & STORAGE

PART 1 GENERAL

1.1 ACCESS

A. Contractor vehicle parking and location of field offices and storage trailers require prior approval of the Construction Manager.

1.2 DELIVERY AND STORAGE

- A. Contractors receiving deliveries to the site shall request a 24 hour notice of delivery from suppliers. Contractors receiving deliveries shall ensure that their personnel are at the site to receive deliveries and properly store same.
- B. Bidders of Divisions for supply only divisions shall give 48 hour notice to the Construction Manager so proper arrangements can be made for unloading.
- C. Any Contractors or Bid Division suppliers not giving proper notice shall reimburse the Contractors at the site or be backcharged accordingly for unloading and storage of said materials.
- D. All Contractors shall limit storage of materials in the building. Delivery of material shall not be made to the project site until the job progress permits delivery and the schedule calls for it.
- E. All storage areas and locations require prior approval from the Construction Manager.
- F. Each Contractor shall move any stored material or equipment under their control if it interferes with the operation of the Owner or other Contractors at no additional cost to the Owner or other Contractors.
- G. Contractors shall obtain and pay for additional storage and work areas need for operations.

1.3 PROJECT ADDRESS

A. The project addresses for deliveries are

as follows:

Placemaking Initiative Development Project

Address: 10151 Belleville Rd, Van Buren, MI

Section 01700 CONTRACT CLOSE-OUT

PART 1 GENERAL

1.1 DESCRIPTION

A. Each contractor shall comply with requirements stated in the Contract Documents for procedures in closing out the Work.

1.2 SUBSTANTIAL COMPLETION AND FINAL INSPECTION PROCEDURE

- A. The procedure for substantial completion and final inspection as outlined in Section 00700, Article 9 shall be followed.
- B. Each Contractor shall be allowed thirty (30) calendar days from the date of receipt of the Architect's inspection report to complete the items on both their list of items to be completed or corrected and the Architect's inspection report. Contractors failing to perform in accord with these time parameters will be subject to the provisions of the General Conditions, and the Owner will have the right to carry out the Work in need of correction and/or completion, the cost of which will be deducted from the Contractor's contract amount.
- C. By the act of signing the Certificate of Substantial Completion prepared by the Construction Manager and or Architect, the Contractor represents that they have:
 - 1. Reviewed the Contract Documents,
 - 2. Inspected their Work for compliance with the Contract Documents,
 - 3. Completed their Work in accord with the Contact Documents, and all pertinent submittals.
- D. They further represent that:
 - 1. Equipment and systems have been tested in the presence of the Owner's representative and are operational,
 - 2. Their Work is completed and ready for final inspection.

1.3 CONTRACTORS' CLOSE-OUT SUBMITTALS

- A. Upon Substantial Completion, the Contractor shall submit the following to the Owner through the Construction Manager:
 - 1. Evident of compliance with requirements of governing authorities, including Certificates of Inspection,
 - 2. Warranties and Bonds, signed and co-signed where applicable in accordance with contract documents.

- 3. Evidence of Payment and Release of Liens,
- 4. Certification of Substantial Completion,
- 5. Record Drawings,
- 6. Consent of Surety to Final Payment (if applicable),
- 7. All test reports, material certifications, etc. as required by the Health Department, City Officials, etc. as specified in the Contract Documents.
- B. Contractors shall have forty-five (45) calendar days from the receipt of the Certificate of Substantial Completion to submit all close-out submittals to the Construction Manager. Contractors failing to perform in accord with this time parameter will be subject to a \$500.00 per month deduction from their contract amount until all close-out documentation is received and accepted.

1.4 OWNER INSTRUCTION AND TRAINING

- A. Each Contractor shall instruct the Owner or Owner's designated staff in the proper operation, use and maintenance of all materials, finishes, equipment and systems installed or furnished by the Contractor.
- B. Operating and Maintenance Manuals. Prior to Substantial Completion of the Work, submit Operating and Maintenance Manuals for the equipment to the Architect through the Construction Manager. Submit in 2 copies, unless otherwise specified.

The manuals shall be neatly edited with similar equipment grouped, pages tabbed and indexed. All material shall be printed or typewritten, and individual pages shall be set into plastic page covers. The manuals shall contain the following information.

- 1. Complete operating instructions and recommendations for the type of fuel and other materials to be used in or with the item.
- 2. Manufacturer's complete data sheets.
- 3. Complete cleaning instruction including recommended cleaning materials.
- 4. Complete lubrication data and schedules.
- 5. Maintenance data, repair and adjustment data including manufacturer's instructions.
- 6. Parts list with numbers, recommended parts to stock and nearest parts depot and service organization.

7. Assembly drawings, wiring diagrams, mechanical diagrams and installation diagrams and instructions

Special Tools. Provide special tools normally furnished with equipment which are required for maintenance purposes such as wrenches for door closers.

- C. Owner instruction and training will be scheduled by the Construction Manager. Contractors will have all subcontractor representatives and factory and equipment supplier representatives present at these meetings as required to provide complete operating and maintenance instructions.
- D. Refer to individual sections of the Work for additional operating and maintenance instruction requirements.

1.5 REBATES

A. All utility rebates are to be turned over to the Owner. Each Contractor shall supply the Owner with the necessary information and assist the Owner in obtaining rebates.

1.6 FINAL APPLICATION FOR PAYMENT

A. Each Contractor shall submit the final Application for Payment in accord with the procedures and requirements stated in the General Conditions.

Section 01700 CLEANIING AND FINAL CLEAN-UP

PART 1 GENERAL

1.1 DESCRIPTION

A. Each contractor shall execute cleaning during the progress of the Work, and at completion of the Work, as required by the General Conditions.

1.2 DISPOSAL REQUIREMENTS

- A. The Owner may, at their discretion, provide a refuse container on the project site for use by contractors doing interior finishes work after the building is substantial enclosed. All contractors are responsible to include in their base bid price the cost for legally disposing of their respective debris & trash off site. In no certain terms are the demolition, concrete, masonry, steel, roofing, drywall, window, plumbing, HVAC, electrical trade contractors permitted to use Owner provided refuse containers, if provided by the Owner.
- B. Each Contractor shall be responsible to move and deposit their own trash to the Owner supplied dumpsters. All boxes and bulky items must be crushed before they are deposited in the dumpster. If the Owner elects not to provide dumpsters, the contractor shall be responsible to remove their debris and trash off site or provide their own refuse containers on site.
- C. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and antipollution laws.

PART 2 PRODUCTS AND EQUIPMENT

1.1 CLEANING PRODUCTS & EQUIPMENT

- A. Use only those cleaning materials which will not create hazards to health or property, and which will not damage surfaces.
- B. Use only those cleaning materials and methods recommended by the manufacturer of the surface material to be cleaned.
- C. Use cleaning materials only on surfaces recommended by the cleaning material manufacturer.
- D. Each Contractor shall provide their own cleaning equipment.
- E. Each Contractor shall cooperate with the Owner, the Construction Manager and the refuse hauler regarding clean-up.

PART 3 EXECUTION

3.1 HOUSEKEEPING AND CLEAN-UP

- A. Each Contractor shall execute periodic housekeeping to keep their Work, the site, the building, and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.
- B. Each Contractor is financially responsible for their own clean-up operations. Clean-up must be timely as well as thorough in order to meet safety regulations and permit other Contractors to perform without hindrance from dirt and debris. The Construction Manager will coordinate Project housekeeping, and take appropriate steps to maintain clean working conditions. Contractors failing to meet housekeeping requirements will be backcharged for services arranged by the Construction Manager.

3.2 DUST CONTROL

- A. Clean spaces prior to the start of finish painting and continue cleaning on an as-needed basis until painting is finished.
- B. Schedule operations so that dust and other contaminants resulting from contractor's activities will not adversely affect the County or the work of others.

3.3 FINAL CLEANING

- A. Each Contractor shall remove all debris from the finished building and site.
- B. The Owner shall perform final building clean-up.
- C. Prior to final completion or Owner occupancy, each active Contractor shall conduct an inspection of exposed interior and exterior surfaces and all Work areas, to verify that the entire Project is clean.

Section 01720 RECORD DOCUMENTS

PART 1 GENERAL

1.1 DESCRIPTION

- A. The Construction Manager will maintain a set of Record Documents at the site including the following:
 - 1. Drawings,
 - 2. Specifications,
 - 3. Addenda,
 - 4. Change Order and other Modifications to the Contracts,
 - 5. Written Instructions,
 - 6. Approved Shop Drawings, Product Data and Samples,
 - 7. Field Test Records,
 - 8. Construction Photographs.

1.2 RECORD DRAWINGS

A. During the course of construction, each Contractor shall record any and all installation information that differs in size, dimension or type from that shown on the Construction Documents on a single set of construction documents which are to be turned over to the Construction Manager to serve the purpose of compiling as-built drawings.

1.3 SUBMITTAL

- A. At Contract close-out, and as a condition of final payment, each Contractor shall deliver Record Documents, as indicated in 1.02.A above, in neat, clean and dry condition, to the Construction Manager, for delivery to the Owner.
- B. Each Contractor shall accompany his Record Document submittal with a transmittal letter in duplicate, containing:
 - 1. Date,
 - 2. Project designation,
 - Contractor's name and address,
 - 4. Bid Division name and number,
 - 5. Title and number of each Record Document,
 - 6. Signature of Contractor or his authorized representative.

Section 01800 HAZARDOUS MATERIALS

PART 1 GENERAL

1.1 DESCRIPTION

- A. It shall be the Contractor's responsibility to ensure that the Owner is notified of any hazardous materials brought to the site.
- B. The Contractor agrees to disallow any known carcinogen to be brought onto the jobsite at any time.

1.2 REQUIREMENTS

- A. The Contractor shall provide:
- 1. Two (2) copies of each Safety Data Sheet (SDS) for each of the hazardous materials used on the site.
- 2. Certification that the Contractor (and his subcontractors) has instructed the persons using the hazardous materials in their proper use.
- 3. For removal of any unused hazardous materials brought to the jobsite.
- 4. Certification that not asbestos containing materials are being used or brought onto the site by signing and notarizing the asbestos free certificate.
- B. The Contractor has the responsibility to make himself, his employees, and his subcontractors aware of any hazardous materials in the area of his specified work by checking with the District Architect or his designated supervisor.
- C. The above requirements must be fulfilled, in writing, at or prior to a pre-construction meeting by filling out the Contractor Hazardous Materials Compliance Form.
- D. Standard safety practices and regulations as supplied by all governmental agencies will be in effect. Any violation will be justification of stop work on demand.
- E. A list of district SDS sheets are available on request.

CONTRACTOR	_
ADDRESS	
CONTRACTOR'S REPRESENTATIVE	
PHONE	_
JOB LOCATION	-
	_
	_
This document certifies that the Contractor and any subsequent Contractor have in the requirements of Farmington Public Schools as they pertain to hazardous n	
The S.D.S.'s are attached for all hazardous materials which will be brought to Fari There areS.D.S.'s attached.	mington Public Schools property.
The Contractor's employees (including subcontractors) have received appropriate and handling of hazardous materials.	e instructions pertaining to the use
The Contractor has been informed of hazardous materials in the area of the spec	ified work.
Signature of Contractor's Representative	
Date	
Received by	
Date	

ASBESTOS FREE CERTIFICATE

CONTRACTOR				
Company Name				
Street	City	State	Zip	
Project				
Bid Division	::			
Name of Building (s) in	which work was perf	ormed:		
Certificate Statement:				
I <u> </u>	, represen	ting and having autho	rity for	
been installed/introdu (1%) asbestos by weig	uced in the above me	at any and all produ ntioned buildings, are		
Execution:		Print Name	Position	
Signature		_		
Company	,	_		
Date		_		
No	otary Public			
M	y Commission Expires	5	<u> </u>	