

# **WASHTENAW INTERMEDIATE SCHOOL DISTRICT HIGH POINT SCHOOL**

**January 17, 2020**

**Project Manual & Bid Information**  
*Bid Package No. 1 – High Point Demolition*

**CONSTRUCTION MANAGER:**

**CLARK CONSTRUCTION COMPANY**

3535 MOORES RIVER DRIVE LANSING, MI 48911

AND

**AXIOM CONSTRUCTION SERVICES GROUP LLC**

7789 E. M-36 WHITMORE LAKE, MI 48189

**ARCHITECT:**

**TMP ARCHITECTURE, INC.**

1191 WEST SQUARE LAKE ROAD

BLOOMFIELD HILLS, MI 48302

AND

**MITCHELL AND MOUAT ARCHITECTS**

113 SOUTH FOURTH AVENUE

ANN ARBOR, MI 48104



**CLARK**  
Construction Company



Clark Project No. 19-2832  
Axiom Project No. 19-1004

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SECTION 000110  
PROJECT MANUAL  
TABLE OF CONTENTS

**DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS**

INTRODUCTORY INFORMATION

000101	PROJECT MANUAL COVER
000110	TABLE OF CONTENTS
000115	LIST OF DRAWING SHEETS

BIDDING REQUIREMENTS

001100	ADVERTISEMENT/INVITATION FOR BIDS
002113	INSTRUCTIONS TO BIDDERS
002413	SCOPE OF WORK - GENERAL NOTES
002416	SCOPE OF WORK - BID CATEGORY SPECIFIC NOTES
003113	PROJECT MILESTONE SCHEDULE
004126	BID PROPOSAL FORM

CONTRACTING REQUIREMENTS

005216	AGREEMENT FORM
006113	PERFORMANCE AND PAYMENT BOND
006200	CERTIFICATES AND OTHER FORMS
007216	GENERAL CONDITIONS
007316	INSURANCE REQUIREMENTS

**DIVISION 01 – GENERAL REQUIREMENTS**

012100	ALLOWANCES
012300	ALTERNATES
012500.01	SUBSTITUTION REQUEST - TMP
012600	CONTRACT MODIFICATION PROCEDURES
012900	PAYMENT PROCEDURES
012973	SCHEDULE OF VALUES
013119	PROJECT MEETINGS
013316	DESIGN DATA (BIM COORDINATION)
013323	SHOP DRAWINGS, PROJECT DATA AND SAMPLES
013529	HEALTH, SAFETY AND EMERGENCY RESPONSE PROCEDURES
013543	ENVIRONMENTAL PROCEDURES
014516	FIELD QUALITY CONTROL PROCEDURES
014517	NON-CONFORMANCE PROCEDURE
015000	TEMPORARY FACILITIES AND CONTROLS
017123	FIELD ENGINEERING

---

SECTION 000110  
PROJECT MANUAL  
TABLE OF CONTENTS

**DIVISION 01 – GENERAL REQUIREMENTS (CONTINUED)**

017329	CUTTING AND PATCHING
017700	CLOSEOUT PROCEDURES
017823	OPERATION AND MAINTENANCE DATA
017839	PROJECT RECORD DOCUMENTS

**Architect/Engineer Specification section numbers:**

TMP PROJECT MANUAL – HIGH POINT SCHOOL ADDITION BUILDING  
DEMOLITION – BID PACKAGE 1

END OF SECTION

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SECTION 000115  
LIST OF DRAWING SHEETS

1. **LIST OF DRAWINGS PREPARED BY TMP ARCHITECTURE & ENGINEERING**

**New High Point School**

Drawings listed in TMP Project Manual section 00 0115 List of Drawings

END OF SECTION



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SECTION 001100  
ADVERTISEMENT / INVITATION FOR BIDS

PROJECT: Washtenaw ISD - High Point School

BID RELEASE NO.: 001

CLARK PROJECT NO.: 19-2832

AXIOM PROJECT NO.: 19-1004

DESCRIPTION: Demolition of High Point School

OWNER: Washtenaw Intermediate School District  
1735 South Wagner Road  
Ann Arbor, MI 48103

ARCHITECT: TMP Architecture, Inc.  
1191 West Square Lake Road  
Bloomfield Hills, MI 48302  
And  
Mitchell and Mouat Architecture  
113 South Fourth Avenue  
Ann Arbor, MI 48104

CONSTRUCTION MANAGER: Clark Construction Company  
3535 Moores River Drive  
Lansing, MI 48911  
and  
Axiom Construction Services Group  
7789 E. M-36  
Whitmore Lake, MI 48189

PROJECT MANAGER: Tanner Rowe

EMAIL: [trowe@clarkcc.com](mailto:trowe@clarkcc.com)

**1. PRE-BID CONFERENCE**

- 1.1. A pre-bid conference for building demolition will be held at 2:00 PM, Monday, January 27<sup>th</sup>, 2020 at High Point School 1735 South Wagner Road Ann Arbor, MI 48103

**2. BID PROPOSAL DUE DATE/LOCATION**

- 2.1. Lump sum sealed proposals will be received by mail or hand delivery at the office of:

**Washtenaw Intermediate School District  
1819 S. Wagner Rd, Ann Arbor, MI 48103**

- 2.2. Bids must be delivered not later than 10:00 AM, Thursday, February 6<sup>th</sup>, 2020.

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SECTION 001100  
ADVERTISEMENT / INVITATION FOR BIDS

- 2.3. The front of the sealed bid envelop shall be clearly labeled as follows.

Washtenaw Intermediate School District  
1819 S. Wagner Rd.  
Ann Arbor, MI 48103  
Attention: Diane Sevigny

Bid for: New High Point School

Bid Category: Insert Bid Category Number and Description

- 2.4. Any questions from bidders shall be submitted no later than end of day Thursday, January 30<sup>th</sup>, 2020.

**3. BID CATEGORIES** Bid Pack 1 – Building Demolition

02 Building Demolition	
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**4. BID DOCUMENT AVAILABILITY/DEPOSIT**

- 4.1. Bid Documents, drawings and specifications will be available at 3:00PM, Friday, January 17<sup>th</sup>, 2020 at the following location(s):

[www.clarkccbids.com](http://www.clarkccbids.com)  
[www.AxiomCSGLLC.com](http://www.AxiomCSGLLC.com)

- 4.2. Documents will also be made available for review at the following locations:

- SIGMA VSS

**5. BID PROPOSAL REQUIREMENTS**

- 5.1. Each Bid must be accompanied by a Bid security in an amount of not less than 5% of the total base Bid sum, pledging that the Bidder will enter into a Contract with the Washtenaw Intermediate School District under the terms stated in the Bid Documents. Bid Bonds shall be issued by a bonding company meeting the requirements as described in Section 006113 Performance and Payment Bond. Bid security may also be in the form of certified check made out to the School District.
- 5.2. The Board of Education will not consider or accept a Bid received by the Board after the Due Date for receipt of Bids.
- 5.3. No oral, fax or emailed Bids shall be submitted. All Bidders shall provide a familial disclosure in compliance with MCL 380.1267 and attach this information to the Bid. The Bid shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the Bidder and any member of the Board of Education of the School District, or the Superintendent of the school district. The Board of Education of the School District will not consider a Bid that does not include this sworn and notarized statement.
- 5.4. Each Bid must be accompanied by a sworn and notarized statement certifying that the Bidder is not an “Iran linked business” within the meaning of the Iran Economic Sanctions Act.

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SECTION 001100  
ADVERTISEMENT / INVITATION FOR BIDS

- 5.5. Washtenaw Intermediate School District Board of Education reserves the right to accept or reject any and all Bids, either in whole or in part, to waive any informalities or irregularities therein, or to award the contract to other than the Bidder(s) submitting the best financial Bid (low Bidder), in its sole and absolute discretion.
- 5.6. All questions during the bidding period shall be referred to Clark Construction Company via email to:
- CONTACT:                   Tanner Rowe – Project Manager
- TELEPHONE:               517-898-2769
- EMAIL:                     trowe@clarkcc.com
- 5.7. Bidders are required to be pre-qualified by Clark Construction Company (**prior to award recommendation of Contract, not prior to bidding**) by supplying qualification data per the Clark Construction Prequalification Website. A link to the website can be found via [www.clarkccbids.com](http://www.clarkccbids.com)
- 5.8. Bids will be opened publicly 10:15 AM, Thursday, February 6<sup>th</sup>, 2020 at Washtenaw Intermediate School District 1819 S. Wagner Rd, Ann Arbor, MI 48103

END OF SECTION

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SECTION 002113  
INSTRUCTIONS TO BIDDERS

**1.0     DEFINITIONS:**

- 1.1. All definitions set forth in the General and Supplementary Conditions of the Contract for Construction are applicable to these Instructions to Bidders.
- 1.2. **Bid Documents:** include the contract, the General Conditions the Advertisement/Invitation for Bids, the Project Manual (Specifications) and all Drawings issued for the purpose of preparing a bid.
- 1.3. **Bid Release:** a set of Bid Documents.
- 1.4. **Bid Category:** areas of Work performed by a Trade Contractor and its Subcontractors.
- 1.5. **Addenda:** written or graphic instruments issued prior to the execution of the Contract which modify or interpret the Bid Documents, including Drawings and Specifications, by additions, deletions, clarifications or corrections.
- 1.6. **Bid:** means a proposal prepared and submitted as required herein.
- 1.7. **Trade Contractor:** shall refer to the entity contracted to perform the Work of one or more Bid Categories whether referred to in the Contract Documents as Contractor, Subcontractor or Trade Contractor.

**2.     BIDDER'S REPRESENTATION**

- 2.1. Each Bidder, by submitting a Bid, represents that the Bidder has read and understands the Bid Documents, has visited the site and is familiar with the local conditions under which the Work is to be performed and has made its own review therefore of the facilities and difficulties attending the performance and completion of the Work.

**3.     BIDDING PROCEDURES**

- 3.1. Combined Bids of two or more Bid Categories may be submitted. If only a combined bid will be accepted by the Trade Contractor, the Trade Contractor must clearly state so on its bid. In the absence of such a statement, the Owner may award only one (or some) of the Bid Categories.
- 3.2. All Bids must be submitted on the unaltered Bid Proposal Forms provided as part of the Bid Documents and in accordance with these Instructions to Bidders.
- 3.3. Each Bidder shall ascertain prior to submitting a Bid that it has received all Addenda issued and shall acknowledge receipt on the Bid Proposal Form.
- 3.4. All Bids must be signed as follows:
  - A. The Company represents and warrants that the person signing the proposal has the authority to act on behalf of the Company and to bind the Company and all who may claim through it to the terms and conditions of this Agreement. Employee represents and warrants that he has the capacity to act on his own behalf and on behalf of all who might claim through him to bind them to the terms and conditions of this Agreement.

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SECTION 002113  
INSTRUCTIONS TO BIDDERS

- 3.5. Bids shall be submitted in an opaque, sealed envelope. Facsimile and email Bids will not be accepted.
- 3.6. A Bid shall be invalid if it is not delivered to the location indicated in the Advertisement/Invitation for Bids on or before the required Bid Due Date and time.
- 3.7. No responsibility shall attach to the Construction Manager, the Owner, or representatives of either, for premature opening of any Bid, which is not properly addressed, delivered and identified.
- 3.8. Negligence in preparation, improper preparation, error in and/or omissions from the Bid shall not relieve the Bidder from fulfillment of any and all applicable obligations and requirements of the contract documents.
- 3.9. The Owner, Architect/Engineer or Construction Manager, in making copies of the Bidding Documents available, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.
- 3.10. All Bids submitted shall be for the specified base scope of Work with no exceptions. Exceptions in the base bid may be considered as basis for rejection.
- 3.11. Voluntary alternates will be considered at the Architect and Owner's discretion.
- 3.12. Bidder shall not modify, withdraw or cancel a Bid or any part thereof for ninety (90) days after the time designated for the Due Date of Bids.

**4. FAMILIAL DISCLOSURE**

- 4.1. All Bidders shall provide familial disclosure in compliance with MCL 380.1267 and attach this information to the Bid. The Bid shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the Owner or any employee of the Bidder and any member of the Board of Education of the school district, or the Superintendent of the school district. The District will not consider a Bid that does not include this sworn and notarized statement.

**5. IRAN ECONOMIC SANCTIONS ACT**

- 5.1. Each Bid must be accompanied by a sworn and notarized statement certifying that the Contractor is not an "Iran linked business" within the meaning of the Iran Economic Sanctions Act.

**6. EXAMINATION OF BIDDING DOCUMENTS**

- 6.1. Each Bidder shall examine the Bidding Documents carefully and, not later than seven (7) days prior to the date for Due Date of Bids, shall make written request to Clark Construction Company for interpretation or correction of any ambiguity, inconsistency or error therein discovered. Only written interpretation or correction by Addendum shall be binding.
- 6.2. Each Bidder shall submit a Bid based on the entire set of Bid Documents. Bidders shall review all Drawings and Specifications to identify Work related to its respective Bid category. Complete sets of Drawings are available for review at the locations indicated in

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SECTION 002113  
INSTRUCTIONS TO BIDDERS

the Advertisement/Invitation for Bids or may be obtained from Clark Construction Company.

- 6.3. Failure to review the complete set of documents and to identify items reasonably interpreted to be in the scope of the Bid Category shall not relieve the Trade Contractor of its responsibility to perform the Work.
- 6.4. Any incidental item of material, labor or detail, required for proper execution and completion of the Work, omitted from the Contract Documents, but required by governing codes, local regulations, trade practices, operational functions, and quality workmanship, shall be provided as part of the contract Work at no additional cost, even though not specifically detailed or noted.
- 6.5. Trade Contractor shall not scale Drawings to obtain dimensions.

**7. BIDDER'S EXAMINATION OF PREMISES**

- 7.1. The Bidder represents that it has carefully inspected the Project site and examined the Drawings and Specifications and other Contract Documents and is familiar with and has satisfied itself as to the nature, location and amount of the Work, the Bidder'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 any applicable project labor and collective bargaining agreements, 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 possible limiting physical and other conditions which may be encountered in the performance of the Work and assumes all risks therefrom. The Bidder has determined, by its own investigation and research, all the conditions affecting the Work to be performed and materials to be furnished and does not rely upon any representation by the Owner or Construction Manager in connection therewith. In performing the Work, Bidder accepts the condition of the Project site as-is and assumes the risks with regard to existing conditions at the Project site.
- 7.2. The Bidder shall take its own measurements and be responsible for the correctness of same.
- 7.3. The Bidder shall be held to have made such examinations of the premises and no allowances will be made on its behalf by reason of error or omission on its part.
- 7.4. Plans, diagrams and other descriptive information which depict existing conditions are provided for scope identification and scheduling purposes only. Quantities, elevations, measurements and locations shown may have been approximated and/or gathered from dated, incomplete original construction documents. This data should not be used for bidding purposes without field verification by the Bidder.
- 7.5. The Bidder's own Contract Document review and site inspection review of the Work areas shall be relied upon to provide the Bidder information he may require to properly execute and complete the Work. Questions must be submitted in writing to the Construction Manager at least seven (7) days before the date for receipt of Bids to allow time for written Addenda to be issued.
- 7.6. Each Bidder shall examine the premises carefully and, not later than seven (7) days prior to the date for receipt of bids, shall make written request to Clark Construction Company for

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SECTION 002113  
INSTRUCTIONS TO BIDDERS

any additional information required. Only written interpretation or correction by Addendum shall be binding.

**8. SUBSTITUTIONS**

- 8.1. Each Bid shall be based upon materials and equipment described in the Bidding Documents.
- 8.2. Material and equipment substitutions will not be considered unless written request has been submitted for approval at least fourteen (14) days prior to Bid Due Date. Only approvals in a written Addendum shall be binding. Each substitution request shall include the following:
- A. Complete description of the proposed substitution.
  - B. Information regarding specified material or equipment for which substitution is being submitted.
  - C. Drawings.
  - D. Manufacturer's literature.
  - E. Performance and test data.
  - F. Effect on performance characteristics.
  - G. Impact on the Work of other trades.
  - H. Any other data or information necessary for a complete evaluation.

**9. RESERVATION OF RIGHTS**

- 9.1. The Owner reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this RFB), to accept or reject, in whole or in part, any or all Bids. The Owner further reserves the right to waive any irregularity or informality in this RFB process or any Bid, and the right to award the Contract to other than the low Bidder(s). The Owner reserves the right to request additional information from any or all Bidders. The Owner reserves the right to select one or more Bidders. In the event a Bidder's Bid is accepted by the Owner and Bidder asserts exceptions, special considerations or conditions after acceptance, the Owner, in its sole and absolute discretion, reserves the right to thereafter reject the Bid and award the Contract to another Bidder.

**10. OWNER/CONSTRUCTION MANAGER RIGHTS**

- 10.1. Bidder acknowledges the right of the Owner to accept or reject in whole or in part, any or all Bids and to waive any informality or irregularity in any Bid received. In addition, the Bidder recognizes the right of the Owner or Construction Manager to reject a bid for any reason including but not limited to the following:
- A. Bidder fails to furnish or submit data required in the Bidding Documents;
  - B. Bid is in any way incomplete or irregular;

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SECTION 002113  
INSTRUCTIONS TO BIDDERS

- C. Bidder's performance as a Trade Contractor was unsatisfactory under a prior contract for the construction, repair, modification, or demolition of a facility with the Owner, Construction Manager or Architect;
  - D. Known poor performance on prior contracts with parties other than the Construction Manager, Owner or Architect; or
  - E. Unsatisfactory financial condition.
  - F. Unsatisfactory safety record
- 10.2. The Owner may accept alternates which serve its own best interest. The Owner shall have the right to accept alternates in any order or combination and to determine the low Bidder on the basis of the sum of the base Bid and Bid alternates accepted.
- 10.3. Bidders to whom award of a Contract is under consideration shall complete Clark's Online Prequalification. Follow the appropriate link below to the Clark Construction Pre-Qualification Website. If you already have pre-qualified for another job using the online database, please confirm that all reported information is still accurate and up to date.
- A. Follow the link below to the Clark Construction Pre-Qualification Website:
    - 1. [www.clarkccbids.com](http://www.clarkccbids.com) and click on the Pre-Qualification button.
  - B. Upload required information into the data base
  - C. Once you have uploaded, updated or confirmed all your information on the Clark Construction Website, all bidders must notify Tanner Rowe email: [trowe@clarkcc.com](mailto:trowe@clarkcc.com). Provide bid categories for which your firm desires to be prequalified.
  - D. For issues using the online system, contact Jessica Johnson email: [jjohnson@clarkcc.com](mailto:jjohnson@clarkcc.com)

**11. EQUAL OPPORTUNITY EMPLOYMENT POLICIES**

- 11.1. The Bidder agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or age. The Bidder shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, sex or national origin.

**12. BID SECURITY**

Each bid must be accompanied by a Bid security in an amount of not less than 5% of the total base Bid sum, pledging that the Bidder will enter into a contract with the Owner under the terms stated in the Bid Documents. Bid Bonds shall be issued by a bonding company meeting the requirements as described in Section 006113 Performance and Payment Bond. Bid security may also be in the form of certified check made out to Washtenaw Intermediate School District.

- 12.1. The Owner shall have the right to retain the Bid security of Bidders under consideration until either:



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SECTION 002113  
INSTRUCTIONS TO BIDDERS

- A. the Contract has been executed and bonds and insurance have been furnished, or
  - B. the specified time has elapsed so that Bids may be withdrawn, or
  - C. All Bids have been rejected.
- 12.2. The amount of the Bid security shall be forfeited to the Owner upon failure of the successful Bidder to enter into a Contract and provide all required Bonds and Insurance to the Owner within fifteen (15) days after acceptance of the Bid.

**13. PERFORMANCE AND LABOR AND MATERIAL PAYMENT BONDS**

- 13.1. The Bidder shall, within 10 days after the acceptance of any Bid, provide a Labor and Material Payment and Performance Bond, each covering the full amount of the Contract sum as security for the faithful performance of all Work under the Contract and payment of all charges in connection therewith. (Refer to “Performance and Payment Bond” section). **Cost of said bonds shall be included in the Base bid.**
- 13.2. The Owner has the right to waive the performance and labor and material payment bond if the Bid is under \$50,000.

**14. LATE BIDS**

- 14.1. Each Bidder is responsible for submission of its Bid. Bids or Bid revisions received after the Due Date will not be accepted or considered. The Owner is not liable for any delivery or postal delays.

**15. RETURNED BIDS**

- 15.1. All Bids received after the Due Date will be unopened and made available to the respective Bidder for pick-up, at their sole cost and expense for a period of two (2) weeks after the Due Date.

**16. CONTRACT ASSIGNMENT OR SUB-CONTRACT**

- 16.1. The Contract shall not be assigned, transferred, or sublet, in whole or in part, by the Bidder without the prior written consent of the Owner.

**17. SUBCONTRACTORS**

- 17.1. All Trade Persons shall be thoroughly experienced in the particular class of Work in which they are employed.

END OF SECTION

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SECTION 002413  
SCOPE OF WORK  
GENERAL NOTES

**1. GENERAL**

- 1.1. All Trade Contractors shall be bound to all requirements and conditions applicable to the Work of their respective area of Work of Division 00 – Procurement and Contracting Requirements and Division 01 – General Requirements, Drawings, Specifications and Addenda.
- 1.2. Scope of Work General Notes shall be applicable to all Trade Contractors. The Scope of Work of each bid category shall include the following items required for, caused by or resulting from its Work.
- 1.3. Construction documents will be updated using Plangrid. Each contractor to supply their lead foreman with an I-pad so Plangrid can be utilized onsite. Plangrid has monthly subscription fees and must be included in your bid to be utilized by your on site crew.
- 1.4. A Mandatory Superintendent / Foreman Meeting will be held every Tuesday at 8:00 A.M. at the Clark/Axiom job site trailer. Contractors that are working on site or will be on site within two weeks of the meeting. We will be concentrating on the “three week” look ahead and all coordination required within that period. We will also discuss Safety, Building & Site Logistics and a reminder of upcoming Milestones Dates
- 1.5. It is imperative that All Work be completed within the MILESTONE SCHEDULE. See Spec Section 003113 Milestone Schedule. If a Contractor falls behind the Milestone Schedule, he will be directed to work overtime at his expense until the schedule is regained. This Contractor will be back charged all overtime expenses incurred by other Contractors that need to be present to support this activity.
- 1.6. Dumpsters to be provided be demolition contractor.
- 1.7. The project will participate in the MIOSHA Alliance program. All contractors will be required to attend monthly safety meetings and or training set up through the AGC.

**2. GENERAL NOTES**

- 2.1. Coordinate and cooperate with all entities associated with the project including the Owner, Architect, Independent Testing and Inspection agencies, local and other governmental authorities and other Trade Contractors. Cost incurred as a result of lack of coordination of Work, deliveries, access required by others, testing/inspection, schedule, penetrations, etc., shall be the responsibility of the Trade Contractor failing to notify others of action to be taken or other requirements.
- 2.2. Provide written Daily Reports to include the following minimum information:
  - A. Description of Work performed
  - B. Trade personnel classification and hours
  - C. Equipment used
  - D. Significant events/issues

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SECTION 002413  
SCOPE OF WORK  
GENERAL NOTES

- E. Weather
  - F. Other items as requested
- 2.3. Commencement of Work subsequent to associated Work by other Trade Contractor shall indicate acceptance of the condition of the Work by other Trade Contractor and/or existing conditions.
  - 2.4. Delivery and storage of materials and equipment shall be the responsibility of each Trade Contractor (Refer to “Temporary Facilities and Controls” section).
  - 2.5. All means and methods, labor, material, tools, construction equipment and machinery necessary, including cranes, hoisting equipment, scaffolding, shoring and bracing, to complete the Work.
  - 2.6. Perform all Work related to the Work of the Bid Category included in “Temporary Facilities and Controls” section.
  - 2.7. The Trade Contractor shall obtain and pay for all permits and fees associated with its Work and provide evidence of same to Construction Manager.
  - 2.8. Minimal benchmarks and control lines will be provided. Trade Contractor shall be responsible for all other engineering and layout required for the performance of its Work (Refer to “Field Engineering” section).
  - 2.9. Barricades, traffic maintenance and control as required.
  - 2.10. Confine operations at the site to areas permitted by the Construction Manager.
  - 2.11. Protection and safekeeping of Trade Contractor’s own materials and equipment stored on the premises.
  - 2.12. Take care and protect as required to avoid damaging Work in place by other Trade Contractors. In the event of damage to Work in place, the Trade Contractor causing the damage will be responsible for cost of repair. In the event the responsible Trade Contractor cannot be identified, the cost of repair will be prorated on a man hour basis to those Trade Contractors reasonably considered to be in the area of the damage.
  - 2.13. Protect all existing structures, equipment, trees, landscaping, etc., to remain.
  - 2.14. Dust control to prevent nuisance and hazard.
  - 2.15. Cleaning of street of mud and debris (Refer to “Temporary Facilities and Controls” section).
  - 2.16. Daily clean-up shall include broom cleaning (sweeping compounds shall be silica free), dumpster cost and removal of identifiable debris and rubbish from site (Refer to “Temporary Facilities and Controls” section for specific construction cleaning and cleaning of Work in place).
  - 2.17. Pumping water required to perform the Work.

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SECTION 002413  
SCOPE OF WORK  
GENERAL NOTES

- 2.18. Temporary utilities as needed to perform the Work (Refer to “Temporary Facilities and Controls” section for specific temporary utility information).
- 2.19. Cutting, coring, patching and penetrations of any structural, architectural, mechanical and electrical materials required to complete the Work unless noted otherwise (Refer to “Cutting and Patching” specification section for specific cutting and patching requirements).
- 2.20. Parking will be available on the project site.
- 2.21. Use of tobacco products will not be allowed on the project site.

END OF SECTION

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SECTION 002416  
SCOPE OF WORK  
BID CATEGORY SPECIFIC NOTES

**BID CATEGORY 02-Building Demolition**

GENERAL – The following shall not be interpreted as a complete itemization of the work to be performed under this Bid Category. This Bid Category Trade Contractor shall be responsible to perform all work reasonably interpreted to be included in its scope of work in accordance with the drawings and specifications in addition to these Bid Category notes of clarification.

BASE SPECIFICATION – (Include all Work specified or reasonably inferred)  
002413 – SCOPE OF WORK GENERAL NOTES – (Include all Work specified or reasonably inferred)

02 41 00        Demolition  
20 05 00        Mechanical General Requirements  
26 00 10        Electrical General Requirements  
31 25 00        Soil Erosion & Sedimentation Control

REFERENCE SPECIFICATION – (Include portions of the Work specified as noted below)

31 10 00        Site Demolition

Include (Furnish and Install u.n.o):

1. All work under this contract shall be done in a safe manner and comply with O.S.H.A. and M.I.O.S.H.A. requirements as well as Clark Construction Company's Safety Program.
2. Verify location of existing utilities prior to beginning the work. Call miss dig prior to building demolition. Hand dig as required to avoid contact with underground utilities.
3. Dust control for the duration of the work of this bid category.
4. Maintain Streets and public areas free of dirt, mud and debris. Daily or more frequent road sweeping as required when debris is tracked onto roads.
5. Remove debris from the site in a timely manner.
6. Environmentally responsible demolition practices, including but not limited to separation of metals for recycling, the use of separate waste containers, crushing of block, concrete etc.
7. Legal disposal of material off site.
8. Pumping water to accomplish the work of this bid category
9. Partial building demolition of High Point School, gymnasium and pool to remain
10. Remove above ground, overhead and below grade materials (e.g. concrete foundations, pavement and base, utilities, etc.) indicated in the Documents. Including the temporary shoring as placed by the abatement contractor.

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SECTION 002416  
SCOPE OF WORK  
BID CATEGORY SPECIFIC NOTES

11. Demolition contractor is responsible for a complete building demo only, including footings, foundations and concrete to within 5' of the building. Building demolition includes overhangs and attached canopies.
12. All soil erosion control as noted in the drawings including inlet filter bags, silt fence and (1) 20' x 50' gravel tracking mat.
13. Include 2,300' of snow fencing around perimeter of building. Maintain fencing throughout building demolition.
14. Provide weathertight/secure enclosures for 15 door openings serving the existing to remain pool and gymnasium.
15. Shoring as required to support portions of building to remain as noted on the drawings. Shoring plan must be by an engineer and shop drawings submitted and reviewed by Clark/Axiom prior to install.
16. Excavation and backfill associated with the work of this bid category. Including structural backfill of foundations after removal with MDOT class II or better in 12" lifts at 95% compaction.
17. Obtain permits and licenses required to complete the work of this bid category.
18. Protect existing trees and landscaping to remain.
19. Overhead and underground utility cutting, capping, valves, etc, as required to accomplish the work and as required by authorities having jurisdiction.
20. Import and export of soils required to accomplish the work of this bid category.
21. Coordinate turnover of salvaged material with Clark/Axiom Construction Company.

Specialty Notes:

1. Demolition of existing building has asbestos containing drywall system. Demolition contract is required to comply with the following:
  - a. High Point School building contains asbestos drywall joint compound throughout the building and will require the demolition contractor to be licensed as asbestos abatement contractor with the State of Michigan, and all associated asbestos abatement worker licenses with current asbestos training certificates. All workers associated with the demolition of the building will don appropriate personal protective equipment (PPE) with disposable ty-vek suits and respirators pursuant to OSHA Respiratory Protection Program and ALL MIOSHA and Federal OSHA PPE.
  - b. The Demolition Contractor shall supply a decontamination wash station equipped with hot and cold water pursuant to the asbestos abatement Regulation. Job site decontamination trailers are recommended.
  - c. All associated demolition materials and debris will be subject to TCLP demolition waste stream sampling by TEK Environmental. All waste will be listed as general construction waste debris and not treated as asbestos.
  - d. TEK will conduct perimeter asbestos air monitoring and associated OSHA air monitoring on workers and equipment operator the entire time of demolition.

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SECTION 002416  
SCOPE OF WORK  
BID CATEGORY SPECIFIC NOTES

- e. The Demolition contractor will conduct wet demolition methods to reduce any airborne emissions at all times.
- f. All work will be performed and reference the specific locations and demolition details as identified in the TMP and Mitchell and Mouat Architects Architectural Prints and Plans. High Point School Selective Architectural Demolition Keynotes DC.1.
- g. Removal of building systems including complete removal by demolition of all associated CMU and concrete wall and floor systems containing interior asbestos drywall systems on all walls and ceilings.

Exclude:

- 1. Selective demolition of interior gymnasium and interior pool spaces
- 2. Removal of generator
- 3. Testing services; i.e. soil compaction, air monitoring
- 4. Playground, gazebo and site demolition
- 5. Soil Erosion and Sediment Control Permit

---

SECTION 003113  
PROJECT MILESTONE SCHEDULE

**1. GENERAL**

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

**2. WORK HOURS**

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

**3. SCHEDULE REQUIREMENTS**

- 3.1. Bidders shall review the milestone schedule for Work included in the construction documents and advise, at bid time, of any severe discrepancies identified.
- 3.2. Bid Proposals shall be based on overall time duration provided in the milestone schedule for all construction activities.
- 3.3. Trade Contractors will be required to submit monthly progress reports and updated schedules as directed by the Construction Manager.
- 3.4. The Construction Manager will endeavor to incorporate Trade Contractor input into the final project schedule. Under no circumstances will data be incorporated that causes delay to any milestone or to the overall project completion date.
- 3.5. Trade Contractor representatives shall attend Pull Planning Meetings as required and as described in Section 013119 Project Meetings.
- 3.6. The Trade Contractor shall review, check, approve and submit, in such sequence as to cause no delay in the Work or in the Work of the Owner or any separate Trade Contractor, all shop drawings, product data and samples required by the Contract Documents.
- 3.7. Trade Contractors failing to meet the project schedule shall be required to submit a detailed recovery schedule within two (2) days of notification by the Construction Manager. Such recovery schedule shall contain sufficient detail to satisfy requirements of the Construction Manager and shall include overtime as necessary to accomplish recovery in the shortest possible duration.



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SECTION 003113  
PROJECT MILESTONE SCHEDULE

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

4. **MILESTONE SCHEDULE**

Mobilize for Demolition	3/30/2020
Silt Fence and Temp Fence Complete	4/03/2020
Building Demolition Complete	4/30/2020

END OF SECTION

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SECTION 004126  
BID PROPOSAL FORM

BIDDER'S NAME: \_\_\_\_\_

PROJECT: Washtenaw ISD – High Point School

CLARK PROJECT NO.: 19-2832

AXIOM PROJECT NO.: 19-1004

BID RELEASE NO.: 1

OWNER: Washtenaw Intermediate School District  
1819 South Wagner Road  
Ann Arbor, MI 48103

ARCHITECT: TMP Architecture, Inc  
1191 West Square Lake Road  
Bloomfield Hills, MI 48302  
And  
Mitchell and Mouat Architecture  
113 South Fourth Avenue  
Ann Arbor, MI 48104

CONSTRUCTION MANAGER: Clark Construction Company  
3535 Moores River Drive  
Lansing, MI 48901  
And  
Axiom Construction Services Group, LLC  
7789 E. M-36  
Whitmore Lake, MI 48189

ATTENTION: Tanner Rowe, Project Manager

TELEPHONE: 517-898-2769

**1. PROPOSAL**

- 1.1. This offer has been prepared after our examination of the complete drawings and specifications, together with their related documents, and our examination of the conditions surrounding the construction of the proposed work including the availability of materials, equipment and labor. The undersigned submits the following offer to enter into a Contract with Washtenaw Intermediate School District and agrees to furnish all labor, material, equipment and service to complete the Work in accordance with the Contract Documents for:

**A. Bid Category No.: Description: 02 Building Demolition**

- Washtenaw ISD – High Point School Lump Sum Base Bid of: (\$ \_\_\_\_\_)  
\_\_\_\_\_ Dollars

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

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SECTION 004126  
BID PROPOSAL FORM

**2. ADDENDA**

- 2.1. The undersigned acknowledges receipt of the following Addenda and has included the cost thereof in the Lump Sum Base Bid:

No. 1, dated _____	No. 4, dated _____
No. 2, dated _____	No. 5, dated _____
No. 3, dated _____	No. 6, dated _____

**3. TRADE HOURS**

- 3.1. Total estimated trade hours required to perform the Work \_\_\_\_\_ Trade Hours
- 3.2. The undersigned acknowledges that the estimated trade hours provided above are for Clark Construction Company scheduling purposes only and shall not be deemed a limit to trade hours required to perform the work and shall not be considered as a basis for claim.

**4. BID SECURITY**

- 4.1. Bid security in the amount of 5% of the proposal, shall accompany this proposal.

**5. PERFORMANCE AND LABOR AND MATERIAL PAYMENT BOND**

- 5.1. The undersigned confirms that the cost of required Bonds is included in the base bid amount.

**6. REJECTION OF BID**

- 6.1. The undersigned acknowledges the right of Washtenaw Intermediate School District to reject any or all bids and to waive any informality or irregularity in the bid.

**7. PROJECT SCHEDULE**

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

**8. EXTRA WORK**

- 8.1. The undersigned agrees that:
- A. A maximum of 15% overhead and profit will be allowed for Changes in the Work performed by the Trade Contractor.
  - B. A maximum of 5% overhead and profit will be allowed for Changes in the Work for any tier Subcontractor.

---

SECTION 004126  
BID PROPOSAL FORM

- C. For changes involving both additional costs and credits to the Contract, the mark-up will be allowed on the net add only after all credits have been deducted from the additional work.

**9. ALLOWANCES**

9.1. General

- A. Each Bidder for Bid Categories listed below, must include allowance amount in its base bid (Refer to "Allowances" section).
- B. Allowances for specific materials (i.e., carpet, wall covering, etc.) shall cover the material cost only. All other costs including labor, overhead and profit and incidentals shall be included in the base bid.
- C. Refer to bid Category and Allowance Specification Sections for allowance amount to include in base bid.

**10. ALTERNATES**

10.1. General

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

10.2. List of Alternates

- A. **Alternate No.1: DEMOLISH MODULAR IN ITS ENTIRETY.**

Add/Deduct (Circle one) \$ \_\_\_\_\_

- B. **Alternate No. 2: DEMOLISH GREENHOUSE IN ITS ENTIRETY.**

Add/Deduct (Circle one) \$ \_\_\_\_\_

BIDDER'S NAME: \_\_\_\_\_

LEGAL ADDRESS: \_\_\_\_\_

\_\_\_\_\_ ZIP CODE: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

---

SECTION 004126  
BID PROPOSAL FORM

TELEPHONE NO.: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

The Bidder declares the following legal status in submitting this Proposal: (Check one)

\_\_\_\_\_ A Corporation organized and existing under the laws  
of the State of Michigan

\_\_\_\_\_ A Partnership

\_\_\_\_\_ Other

**CONTRACT ACKNOWLEDGEMENT**

Trade Contractor hereby acknowledges acceptance of the terms of the Contract Agreement and will enter into the Agreement with no modifications to the terms of the Agreement.

**SIGNATURE**

Respectfully submitted:

\_\_\_\_\_  
SIGNATURE

BY: \_\_\_\_\_

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

DATE: \_\_\_\_\_

WITNESSED BY: \_\_\_\_\_

Federal Employer Identification No.: \_\_\_\_\_

State License No.: \_\_\_\_\_

SECTION 004126  
BID PROPOSAL FORM

BIDDER'S NAME: \_\_\_\_\_

**FAMILIAL RELATIONSHIP**

**1. GENERAL**

1.1. Each Bidder shall complete, execute and submit with its Bid Proposal the following Familial Relationship Sworn Statement.

**1.2. SWORN STATEMENT**

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

School District: Washtenaw Intermediate School District

Project: High Point School

I/We disclose below any familial relationship that exists between the Owner or any employee of Bidder and any member of the Board of Education, Board of Directors or the Superintendent of (Washtenaw Intermediate School District)

Familial Relationships: ☐ None ☐ Listed Below

Bidder Employee/Position	Relationship	School District Associate/Position
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
(Company Name)

Subscribed and sworn to before me

By: \_\_\_\_\_  
(Authorized signer)

this \_\_\_\_ day of \_\_\_\_\_, year

\_\_\_\_\_  
(Print or type Name and Title of Signer)

\_\_\_\_\_  
(Signed by Notary Public)

Address: \_\_\_\_\_

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Telephone: \_\_\_\_\_

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SECTION 004126  
BID PROPOSAL FORM  
**IRAN ECONOMIC SANTIION ACT 517 OF 2012**

1. On December 28, 2012, Governor Snyder signed Public Act 517 of 2012, commonly known as the “Iran Economic Sanctions Act” (the “Act”). The Act provides that beginning April 1, 2013 an “Iran Linked Business” is not eligible to submit a bid on a request for proposal with a “public entity.” Under the Act, a “public entity” includes school districts and intermediate school districts. The Act also requires that a person that submits a bid in response to a public entity’s request for proposal must certify to the public entity that it is not an Iran Linked Business. This requirement applies to **all** requests for proposals issued by a public entity, and not just to construction projects.
2. The Act defines an Iran Linked Business as: 1) a person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or 2) a financial institution that extends credit to another person if that person will use the credit to engage in investment activities in the energy sector of Iran.
3. If the public entity determines, using credible information available to the public, that a person or entity has submitted a false certification, the public entity must provide written notice to the person or entity of its determination and of its intent not to enter into or renew the contract. The notice must include information on how to contest the determination. The notice must also specify that the individual or entity may become eligible for future contracts with the public entity if the activities that caused it to be an Iran Linked Business are ceased.
4. The Attorney General may bring a civil action against any individual or entity reported to have submitted a false certification. If the civil action results in a finding that certification was false, the person or entity will be responsible for a civil penalty of not more than \$250,000.00 or two times the amount of the contract for which the false certification was made, whichever is greater. In addition to the fine the individual or entity will be responsible for the cost and reasonable attorney fees incurred by the public entity. An individual or entity who has submitted a false certification will be ineligible to bid on a request for proposal for 3 years from the date the certification was determined to be false.

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SECTION 004126  
BID PROPOSAL FORM  
**IRAN ECONOMIC SANCTION ACT 517 OF 2012**

**BIDDER CERTIFICATION FORM**

1. Beginning April 1, 2013, an Iran linked business is not eligible to submit a bid on a request for proposal with a public entity.
2. Beginning April 1, 2013, a public entity shall require a person that submits a bid on a request for proposal with the public entity to certify that it is not an Iran linked business.
3. Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with an prospective Contractor, the contractor must first certify that it is not an "IRAN LINKED BUSINESS", as defined by law.
4. Each Contractor submitting a bid on this project shall include a letter with their bid certifying that they have full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. that the Contractor is NOT an "IRAN LINKED BUSINESS", as required by MCL 129.311 et seq., and as such that Contractor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to Adrian Public Schools.

I certify that I am a duly authorized representative of \_\_\_\_\_ and confirm that  
(Name of Company)  
neither I nor the company is an "Iran Linked Business"

Company Representative Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



---

SECTION 005216  
AGREEMENT FORM

**1. GENERAL**

- 1.1. The Contract form to be used for this project shall be AIA Document A132 – 2009 Standard Form of Agreement Between Owner and Contractor as modified. Refer to Section 006200 for copy of the Agreement.
- 1.2. The Trade Contractor shall execute the Contract with no modifications to the terms of the Agreement.

END OF SECTION

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SECTION 006113  
PERFORMANCE AND PAYMENT BOND

**1. GENERAL**

- 1.1. Whether the Performance and Labor Material Payment Bond is single or dual obligee, trade contractor must provide a "Performance Bond and Labor and Material Payment Bond", AIA Document A312, December 1984, Third Printing 1987, of the American Institute of Architects, which are hereby made a part of the Contract Documents, the same as if bound herein. The Performance and Payment Bond shall be part of the Contract and shall apply to all Trade Contractors Contract Documents.
- 1.2. All bonding companies must be listed by the U.S. Treasury.
- 1.3. All bonding companies must be rated "A" or better by AM Best.
- 1.4. All bonding companies must be licensed to do business in Michigan.
- 1.5. Copies of the Performance Bond and Payment Bond may be obtained from the American Institute of Architects, national office, 1735 New York Avenue, NW, Washington, DC 20006.
- 1.6. The proposed bonding company of the Bidder shall be acceptable to the Owner. The Owner shall be listed as obligee on all Bonds.
- 1.7. The Bonds shall be provided in accordance with MCL 129.201, et seq., and shall minimally comply with all terms set forth therein.
- 1.8. The Owner shall be permitted to bring any claim, action, or lawsuit related to the Bonds in accordance with the statute(s) of limitations applicable under Michigan law. Any attempt to contractually limit such time period shall be null and void.

END OF SECTION

---

SECTION 006200  
CERTIFICATES AND OTHER FORMS

**1. GENERAL**

1.1. Sample documents, included in this section, shall be used through the life of the project.

1.2. Sample forms:

- A. A132-2009 Agreement Form
- B. Trade Contractor Qualification Form
- C. Trade Contractor Quotation Form
- D. Certificate of Insurance Sample
- E. Application and Certificate for Payment (AIA G702 and G703 1992 Edition)
- F. MEP Cost Breakdown (required start-up submittal for MEP Contractors)
- G. Sworn Statement
- H. Partial Unconditional Waiver
- I. Full and Final Unconditional Waiver
- J. Materials Stored Payment Form
- K. Labor Rate Calculations
- L. Form of Guarantee
- M. Certificate of Substantial Completion (AIA G704)
- N. General Conditions B A232 – 2009
- O. Job Safety Analysis

END OF SECTION

# AIA® Document A132™ – 2009

## **Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition**

AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 201\_\_\_\_  
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Washtenaw Intermediate School District

1819 S. Wagner Road

Ann Arbor, Michigan 48106-1406

Telephone: (734) 994-8100

Facsimile: (734) 994-2203

and the Contractor:

(Name, legal status, address and other information)

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

# DRAFT

for the following Project:

(Name, location and detailed description)

Washtenaw Intermediate School District improvements, including construction of a new High Point School and improvements to the pool, gymnasium, playgrounds, and information technology systems, all as more particularly described in the relevant election ballot language, the Owner-approved plans and specifications, all applicable laws, the Owner's fixed budget, and as otherwise approved by the Owner

The Construction Manager:

(Name, legal status, address and other information)

Clark Construction Company

3535 Moores River Drive

Lansing, Michigan 48911

Telephone: (517) 372-0940

Facsimile: (517) 372-0668

and

Axiom Construction Services Group, LLC

7789 E. M-36

Whitmore Lake, Michigan 48189

Telephone: (248) 446-1104

Facsimile: (248) 446-1105

Clark Construction Company and Axiom Construction Services Group, LLC will act as a joint venture for the Project. See Section 12.29 of Owner/Construction Manager Agreement, dated \_\_\_\_\_, 2019. The Architect:

(Name, legal status, address and other information)

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

This document is intended to be used in conjunction with AIA Documents A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser. ^AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



TMP Architecture, Inc.  
1191 W. Square Lake Road  
Bloomfield Hills, Michigan 48302  
Telephone: (248) 338-4561  
Facsimile: (248) 338-0223  
The Owner and Contractor agree as follows.

# DRAFT

Init.

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# DRAFT

## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

## ~~EXHIBIT A DETERMINATION OF THE COST OF THE WORK~~

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, bid specifications and Owner accepted portions of bid responses, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. Without reducing or eliminating any specific duties of the Contractor set forth in the Contract Documents or required by law, the Contractor's work shall at all times minimally comply with the industry standard for the type of work described.

The Contractor shall furnish necessary supervision, labor, materials, tools, equipment, cartage and services to completely furnish and install \_\_\_\_\_ as shown on drawings and in accordance with accompanying specifications listed herein and as further clarified below.

Refer to Bid Category No. \_\_\_\_\_ to further describe the Contractor's Scope of Work.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

**§ 3.1** The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.  
*(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

~~If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanics' liens and other security interests, the Owner's time requirement shall be as follows:~~

Init.



# DRAFT

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

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than \_\_\_\_\_ (\_\_\_\_) days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

## Portion of the Work

## Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)*

The Contractor agrees that time is of the essence and to start work when directed by the Construction Manager and to furnish sufficient materials and a sufficient number of properly skilled workers, so as not to delay the work of any other Contractor or completion of the project.

## ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

*(Check the appropriate box.)*

- [ ☒ ] Stipulated Sum, in accordance with Section 4.2 below
- [ ☐ ] Cost of the Work plus the Contractor's Fee without a Guaranteed Maximum Price, in accordance with Section 4.3 below
- [ ☐ ] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

*(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below. Based on the selection above, also complete either Section 5.1.4, 5.1.5 or 5.1.6 below.)*

### § 4.2 Stipulated Sum

§ 4.2.1 The Stipulated Sum shall be \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), subject to additions and deletions as provided in the Contract Documents.

§ 4.2.2 The Stipulated Sum is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

### § 4.2.3 Unit prices, if any:

*(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)*

#### Item

#### Units and Limitations

#### Price per Unit (\$0.00)

Init.



# DRAFT

§ 4.2.4 Allowances included in the stipulated sum, if any:  
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Allowance
------	-----------

**§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price**

~~§ 4.3.1 The Contract Sum is the Cost of the Work as defined in Exhibit A, Determination of the Cost of the Work, plus the Contractor's Fee.~~

~~§ 4.3.2 The Contractor's Fee:~~

~~(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)~~

~~§ 4.3.3 The method of adjustment of the Contractor's Fee for changes in the Work:~~

~~§ 4.3.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:~~

~~§ 4.3.5 Rental rates for Contractor-owned equipment shall not exceed — percent ( — %) of the standard rate paid at the place of the Project.~~

~~§ 4.3.6 Unit prices, if any:~~

~~(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)~~

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

~~§ 4.3.7 The Contractor shall prepare and submit to the Construction Manager for the Owner, in writing, a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the items in Section A.1 of Exhibit A, Determination of the Cost of the Work.~~

**§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price**

~~§ 4.4.1 The Contract Sum is the Cost of the Work as defined in Exhibit A, Determination of the Cost of the Work, plus the Contractor's Fee.~~

~~§ 4.4.2 The Contractor's Fee:~~

~~(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)~~

~~§ 4.4.3 The method of adjustment of the Contractor's Fee for changes in the Work:~~

~~§ 4.4.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:~~

~~§ 4.4.5 Rental rates for Contractor-owned equipment shall not exceed — percent ( — %) of the standard rate paid at the place of the Project.~~

~~§ 4.4.6 Unit Prices, if any:~~

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(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price per Unit (\$0.00)

#### § 4.4.7 Guaranteed Maximum Price

§ 4.4.7.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed (\$ ), subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner. (Insert specific provisions if the Contractor is to participate in any savings.)

§ 4.4.7.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

§ 4.4.7.3 Allowances included in the Guaranteed Maximum Price, if any:

(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)

Item

Allowance

§ 4.4.7.4 Assumptions, if any, on which the Guaranteed Maximum Price is based:

### ARTICLE 5 PAYMENTS

#### § 5.1 Progress Payments

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

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

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

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

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

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

Init.



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

§ 5.1.4.3 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent ( 10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent ( 10 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

§ 5.1.4.4 The progress payment amount determined in accordance with Section 5.1.4.3 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety percent ( 90 %) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.

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

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.4.3.1 and 5.1.4.3.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

Any reduction in retainage of this Contract shall be in the sole discretion of the Owner, and the Owner reserves the right to restore the retainage to its full contract amount in the event the Owner believes that retainage restoration is desirable.

**§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price**

§ 5.1.5.1 With each Application for Payment, the Contractor shall submit the cost control information required in Exhibit A, Determination of the Cost of the Work, along with payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

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

§ 5.1.5.3 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take the Cost of the Work as described in Exhibit A, Determination of the Cost of the Work;
- .2 Add the Contractor's Fee, less retainage of — percent ( — %). The Contractor's Fee shall be computed upon the Cost of the Work described in that Section at the rate stated in that Section; or if the Contractor's Fee is stated as a fixed sum, an amount which bears the same ratio to that fixed sum Fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;



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- .3 Subtract retainage or percent (— %) from that portion of the Work that the Contractor self-performs;
  - .4 Subtract the aggregate of previous payments made by the Owner;
  - .5 Subtract the share, if any, indicated by the Contractor in the documentation required by Article 5 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
  - .6 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or withdrawn a Certificate for Payment as provided in Section 9.5 of AIA Document A232™ 2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

**§ 5.1.5.4** The Owner, Construction Manager and Contractor shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

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

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

**§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price**

**§ 5.1.6.1** With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

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

**§ 5.1.6.3** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work for which the Contractor has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

**§ 5.1.6.4** Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.10 of AIA Document A232-2009;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Contractor's Fee, less retainage of — percent (— %). The Contractor's Fee shall be computed upon the Cost of the Work at the rate stated in Section 4.4.2 or, if the Contractor's Fee is stated as a



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- fixed sum in that Section shall be an amount that bears the same ratio to that fixed sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of            percent (          %) from that portion of the Work that the Contractor self-performs;
  - .5 Subtract the aggregate of previous payments made by the Owner;
  - .6 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
  - .7 Subtract amounts, if any, for which the Construction Manager or Architect have withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A232-2009.

**§ 5.1.6.5** The Owner and the Contractor shall agree upon a (1) mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

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

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

**§ 5.1.7** The Owner may withhold amounts from any progress payment as a setoff or recoupment for damages or losses incurred due to the Contractor's negligent acts or omissions or the Contractor's failure to perform under the requirements of the Contract Documents.

## § 5.2 Final Payment

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2 of AIA Document A232-2009, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit A, Determination of the Cost of the Work when payment is on the basis of the Cost of the Work, with or without a Guaranteed Maximum payment; and
- .3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

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

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A232-2009, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. A232-2009.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*



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## § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A232–2009, the method of binding dispute resolution shall be as follows:

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

☐ Arbitration pursuant to Section 15.4 of AIA Document A232–2009.

☒ Litigation in a court of competent jurisdiction.

☐ Other: *(Specify)*

## ARTICLE 7 TERMINATION OR SUSPENSION

### § 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2009.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2009.

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

§ 7.2.1 Subject to the provisions of Section 7.2.2 below, the Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2009.

§ 7.2.2 The Contract may be terminated by the Owner for cause as provided in Article 14 of AIA Document A232–2009; however, the Owner shall then only pay the Contractor an amount calculated as follows:

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

§ 7.2.3 If the Owner terminates the Contract for cause when the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, and as provided in Article 14 of AIA Document A232–2009, the amount, if any, to be paid to the Contractor under Section 14.2.4 of AIA Document A232–2009 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.2.

§ 7.2.4 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

§ 7.2.5 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2009; in such case, the Contract Sum and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A232–2009, except that the term 'profit' shall be understood to mean the Contractor's Fee as described in Sections 4.3.2 and 4.4.2 of this Agreement.



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## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232-2009 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. All references to AIA Document A232-2009 refer to that document as modified by the Owner. The Contractor may request a copy of that document from the Owner.

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

%—Zero percent (0%)

§ 8.3 The Owner's representative:  
*(Name, address and other information)*

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

§ 8.4 The Contractor's representative:  
*(Name, address and other information)*

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

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

§ 8.6 Other provisions:

§ 8.6.1 In the event of any mediation arising out of or relating to this Agreement, Owner reserves the right to require that the mediation hearing be conducted in the general area where the Owner's principal place of business is located. Any mediation with respect to this Agreement shall be non-binding.

§ 8.6.2 The Owner reserves the right in its discretion to require consolidation or joinder of any legal dispute arising out of or relating to this Agreement which another legal dispute involving a person or entity not a party to this Agreement, in the event the Owner believes such consolidation or joinder is necessary in order to resolve such a dispute or avoid duplication of time, expense or effort.

§ 8.6.3 The Contractor shall include similar dispute resolution provisions in all agreements with subcontractors, sub-consultants, suppliers, or fabricators so retained, thereby providing for a consistent method of dispute resolution among the parties to those agreements.

§ 8.6.4 In the event of any inconsistency between this Agreement and the General Conditions of the Contract for Construction applicable for this Agreement, as modified (the "General Conditions"), the terms of this Agreement shall govern.

§ 8.6.5 Claims by the Owner arising under this Agreement shall be subject to the limitations provisions defined in Michigan law, except that in no event shall a claim by the Owner be deemed untimely if filed within six (6) years of final project completion. This provision is acknowledged to apply notwithstanding any other and shorter time frames contractually applicable to claims of the Contractor.



# DRAFT

§ 8.6.6 The modification made to AIA Document A132-2009 Edition by the Owner are hereby incorporated into this Agreement.

§ 8.6.7 All specified insurance certificates and/or insurance policies must be received by the Owner and Construction Manager prior to the Contractor commencing work. To the extent required by law or the General Conditions, the Contractor agrees to furnish a performance bond and labor and materials payment bond for the full amount of this contract, including any change orders.

§ 8.6.8 Notwithstanding any provisions within the Contract Documents, nothing shall be deemed a waiver of any immunity granted to Owner by law or statute, including but not necessarily limited to, governmental immunity under MCL 691.1407.

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

§ 8.6.10 The Contractor agrees that neither it nor its Subcontractors will discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, conditions or privilege of employment, or any matter directly or indirectly related to employment, because of race, age, sex, color, religion, national origin, ancestry or physical disability. Breach of this covenant may be regarded as a material breach of this Agreement.

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

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

**§ 9.1** The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

**§ 9.1.1** The Agreement is this executed AIA Document A132-2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser ~~Edition~~Edition, as modified.

**§ 9.1.2** The General Conditions ~~are are~~, AIA Document A232-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser ~~Edition~~Edition, as modified.

**§ 9.1.3** The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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**§ 9.1.4** The Specifications:

*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

Section	Title	Date	Pages
---------	-------	------	-------

**§ 9.1.5** The Drawings:

*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

Number	Title	Date
--------	-------	------

**§ 9.1.6** The Addenda, if any:

Number	Date	Pages
--------	------	-------



# DRAFT

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

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents are:

- .1 ~~AIA Document A132™–2009, Exhibit A, Determination of the Cost of the Work, if applicable.~~
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:
- .3 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
- .4 Other documents, if any, listed below:  
*(List here any additional documents which are intended to form part of the Contract Documents. AIA Document A232–2009 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

## ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A232–2009.

*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A232–2009.)*

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
<u>Performance Bond</u>	<u>100% of Contract Sum</u>
<u>Payment Bond</u>	<u>100% of Contract Sum</u>
<u>Other Insurances</u>	<u>As set forth in Project Manual or greater if otherwise required by law</u>

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

WASHTENAW INTERMEDIATE SCHOOL DISTRICT,

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
CONTRACTOR (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Printed name and title)

Modified: 11/5/19; 4:56pm

Init.

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User Notes:

(1950499140)



## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, \_\_\_\_\_, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 16:59:10 ET on 11/05/2019 under Order No. 3829727574 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A132™ – 2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Dated)

# DRAFT

CLARK CONSTRUCTION COMPANY  
TRADE CONTRACTOR QUALIFICATION FORM

**PROJECT NAME:** \_\_\_\_\_ **DATE** \_\_\_\_\_

**GENERAL**

Legal name of Business: \_\_\_\_\_

Principal Address: \_\_\_\_\_  
Street

P. O. Box \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Person: \_\_\_\_\_ Federal ID No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Duns No.: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

\_\_\_\_ Corporation \_\_\_\_ Partnership \_\_\_\_ Individual \_\_\_\_ Sole Proprietorship \_\_\_\_ Joint Venture \_\_\_\_ Other

If Incorporated, State of Incorporation: \_\_\_\_\_ Year Incorporated \_\_\_\_\_

Average number of office employees: \_\_\_\_\_ Field: \_\_\_\_\_

Is your company qualified as \_\_\_\_\_  
(Enclose certificate) **MBE** \_\_\_\_\_ **WBE** \_\_\_\_\_ **DBE** \_\_\_\_\_  
**SMALL BUSINESS** \_\_\_\_\_ **HUB ZONE** \_\_\_\_\_ **8A** \_\_\_\_\_  
**SDB** \_\_\_\_\_ **WOSB** \_\_\_\_\_ **VOSB** \_\_\_\_\_  
**SDVOSB** \_\_\_\_\_ **HBCU/MI** \_\_\_\_\_

Does your company have a written EEO policy? Yes \_\_\_\_ No \_\_\_\_

Does your company have a current Certificate of Awardability? Yes \_\_\_\_ No \_\_\_\_

List company officers:

Name	Title	Years with Organization

State the type(s) of work in which you specialize and regularly perform with your own personnel:

\_\_\_\_\_  
Labor Relations: Union \_\_\_\_\_ Open Shop \_\_\_\_\_

**FINANCIAL**

Please submit current interim financial statement and last certified financial statement, including work in progress and contract schedule. This information will be kept strictly confidential.

Bank Reference: \_\_\_\_\_  
(Bank Name) (Telephone)

Contact Person: \_\_\_\_\_  
(Contact Name)

Amount of Line of Credit: \_\_\_\_\_ Secured? Yes \_\_\_\_ No \_\_\_\_ Amount available \_\_\_\_\_

**CLARK CONSTRUCTION COMPANY  
TRADE CONTRACTOR QUALIFICATION FORM**

Is your company currently in default on any loan agreement or financial agreement with any bank, financial institution or other entity? (If yes, attach details, circumstances and prospects for resolution) YES\_\_\_\_No\_\_\_\_

**BONDING INFORMATION**

Furnish a signed statement from the surety certifying the following: If bonded – statement not required

Current Bonding Capacity of Company: Aggregate\_\_\_\_\_ Single Project\_\_\_\_\_

Amount of Work Currently Bonded\_\_\_\_\_ Bond Rate \_\_\_\_\_

Name of Bonding Company\_\_\_\_\_ Co. Rating \_\_\_\_\_

Name of Bonding Agent:\_\_\_\_\_ (Telephone) \_\_\_\_\_

Length of Time with Bonding Company \_\_\_\_\_

Have Performance or Payment Bond claims ever been made to a surety? Yes\_\_\_\_No\_\_\_\_

Has any surety company refused to bond the firm or any affiliate companies on any project? Yes\_\_\_\_No\_\_\_\_

Current capacity exists to cover the amount of this contract? Yes\_\_\_\_No\_\_\_\_

**INSURANCE**

Furnish a Certificate from your insurance carrier verifying all limits & project requirements to main office.

Experience Modification Rating (EMR) for the last three years: \_\_\_\_\_

**SAFETY**

Please attach copies of OSHA No. 300A Logs for the last three years along with your most current log to-date.

Does your company have a written Safety Program? Yes\_\_\_\_No\_\_\_\_  
If yes, provide an electronic copy or verify that a current copy is on file at Clark's Main Office.

Does your company have a Substance Abuse Program? Yes\_\_\_\_No\_\_\_\_

Does your company have a safety officer? Yes\_\_\_\_No\_\_\_\_  
If YES, provide name:\_\_\_\_\_

Does your company hold weekly craft "tool box" talk safety meetings? Yes\_\_\_\_No\_\_\_\_

Does your company provide foreman safety training? Yes\_\_\_\_No\_\_\_\_  
If YES, how often?\_\_\_\_\_

Does your company conduct safety inspections? Yes\_\_\_\_No\_\_\_\_  
If YES, how often?\_\_\_\_\_

Does your company give orientation/safety instruction to new hires? Yes\_\_\_\_No\_\_\_\_

In the past three years, has your company been cited by state or federal OSHA for any willful violations? Yes\_\_\_\_No\_\_\_\_

**CLARK CONSTRUCTION COMPANY  
TRADE CONTRACTOR QUALIFICATION FORM**

Please attach list on a separate sheet, the summary details for all violations including date, type, description and amount for the last three years

During the past three years, has your company experienced any employee fatalities? Yes\_\_\_\_No\_\_\_\_  
If YES, please attach details of the accident on a separate sheet

**EXPERIENCE**

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

**LIST THREE (3) SUPPLIER REFERENCES**

Supplier	Project	Contact	Phone	Amount

Have you been deemed to be in default on any contract? Yes\_\_\_\_No\_\_\_\_

Have you failed to complete any work awarded to you? Yes\_\_\_\_No\_\_\_\_

Have you ever been adjudged bankrupt or filed a petition in bankruptcy? Yes\_\_\_\_No\_\_\_\_

Have you filed any lawsuits or requested arbitration? Yes\_\_\_\_No\_\_\_\_

(If you answered YES to any of the above, please attach a brief explanation)

Please attach the following documents:

- MBE/WBE/DBE Certificate (if applicable)
- Current interim Financial Statement
- Last Certified Financial Statement
- Statement of Surety or Bid Bond
- Insurance carriers EMR verification
- MIOSHA 300A Logs for the last 3 years and the most current log to-date
- Electronic Safety Manual
- OSHA violations for the last 3 years
- Completed Project List
- Work in Progress List
- Trade Contractor Qualification Form
- Schedule of Values – to be submitted at Pre-Award Meeting

As an Authorized Representative for\_\_\_\_\_  
I hereby certify that the answers to the foregoing questions, and all documents contained herein, are true and correct.  
I understand that submission of this information is in no way a guarantee of contract award by the Owner or Clark Construction Company and that the information is provided for review and evaluation purposes only.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Above Name typed or Printed)

\_\_\_\_\_  
(Title of Authorized Representative)

**APPROVED PROJECT LABOR RATE SUMMARY**

PRIME CONTRACTOR:		DATE:							
BUILDING:	High Point School	CLARK PROJECT:		2832 Washtenaw Intermediate School District					
PRIME CONTRACTOR or SUBCONTRACTOR		CRAFT / TRADE	CLASSIFICATION	LOCAL # (if used)	APPROVAL DATE	EXPIRATION DATE	STRAIGHT TIME	1½ TIME	DOUBLE TIME
1 -									
2 -									
3 -									
4 -									
5 -									
6 -									
7 -									
8 -									
9 -									
10 -									
11 -									
12 -									
13 -									
14 -									
15 -									
16 -									
17 -									
18 -									
19 -									
20 -									
21 -									

CONTRACTOR QUOTATION - WORK ITEM DETAIL

= to be completed by Contractor

DATE:

CONTRACTOR:

CLARK/AXIOM PROJECT: 

2832 Washtenaw Intermedia School District

BUILDING: 

High Point School

PCO NO.

ARCHITECT DOCUMENT

CONTRACTOR CHANGE REQUEST NO.

Method of Determining the Cost: ☐ Lump Sum ☐ Actual Time & Material ☐ Unit Prices (Refer to Section 4)

WORK ITEM NO.  DESCRIPTION OF WORK:

WORK ITEM TOTAL =

1 MATERIALS and PURCHASED EQUIPMENT

Description	Enter negative quantity for deleted work items.		Enter amounts <b>without</b> State Sales Tax.				Discount	TOTAL
	Quantity / Unit		List Price		Charge Price			
1 -							%	
2 -							%	
3 -							%	
4 -							%	
5 -							%	
6 -							%	
7 -							%	
8 -							%	
9 -							%	
10 -							%	
11 -							%	
12 -							%	
13 -							%	
14 -							%	
15 -							%	
16 -							%	
17 -							%	
18 -							%	
19 -							%	
20 -							%	
21 -							%	
22 -							%	
23 -							%	
24 -							%	

\*\* To add rows: contact ClarkCC for assistance \*\*

- ☐ Check if TAX EXEMPT Project
- ☐ Check if NO MARK UP

Sub-Total Material Amount =

6% State Sales Tax Amount =

Sub-Total Material Amount =

15% Overhead & Profit Mark-up (0% if Credit) =

Total Material Amount =

2 LABOR

Pre-Approved Hourly Labor Rates		App'd HOURLY Straight Time RATE (a)	TOTAL Straight Time HOURS (b)	App'd Hourly 1-1/2 Time Rate (c)	TOTAL 1-1/2 Time HOURS (d)	App'd Hourly Double Time Rate (e)	TOTAL Double Time HOURS (f)			
Include base wage, fringes, taxes, general liability insurance, bond fee, small tools allowance.										
Summary Sheet Row 9	Craft/Trade: Classification:							=	TOTAL StraightTime AMOUNT = a x b	TOTAL 1-1/2Time AMOUNT = c x d
Summary Sheet Row 10	Craft/Trade: Classification:							=		
Summary Sheet Row 11	Craft/Trade: Classification:							=		
Summary Sheet Row 12	Craft/Trade: Classification:							=		
Summary Sheet Row 13	Craft/Trade: Classification:							=		
Summary Sheet Row 14	Craft/Trade: Classification:							=		
Summary Sheet Row 15	Craft/Trade: Classification:							=		
Summary Sheet Row 16	Craft/Trade: Classification:							=		
Summary Sheet Row 17	Craft/Trade: Classification:							=		
Summary Sheet Row 18	Craft/Trade: Classification:							=		
Summary Sheet Row 19	Craft/Trade: Classification:							=		
Summary Sheet Row 20	Craft/Trade: Classification:							=		
Summary Sheet Row 21	Craft/Trade: Classification:							=		
Summary Sheet Row 22	Craft/Trade: Classification:							=		

\*\* To add rows: contact ClarkCC for assistance \*\*

- ☐ Check if NO MARK UP

Sub-Totals =

Sub-total Filed Labor Amount (Straight Time + x1.5 Time + x2 Time) =

15% Overhead & Profit Mark-up (0% if Credit) =

Total Labor Amount =

**3 FIELD EQUIPMENT RENTALS**

Enter negative quantity for deleted work items.

Field Equipment Description (i.e. Backhoe, Manlift, etc. - Not Job Vehicles)	Quantity / Unit		Price		TOTAL
1 -					
2 -					
3 -					
4 -					
5 -					
6 -					

**\*\* To add rows: contact ClarkCC for assistance \*\***☐ Check if NO MARK UP

Sub-Total Field Equipment Amount =

15% Overhead &amp; Profit Mark-up (0% if Credit) =

**Total Field Equipment Amount =****4 UNIT PRICES (Includes Material, Labor, Applicable Taxes, plus all other costs and fees)**

Enter negative quantity for deleted work items.

Description	Quantity / Unit		Price		TOTAL
1 -					
2 -					
3 -					
4 -					
5 -					
6 -					
7 -					
8 -					
9 -					
10 -					

**\*\* To add rows: contact ClarkCC for assistance \*\*****Total Unit Price Amount =****5 SUBCONTRACTOR MARK-UP**

Name of Subcontractor	Amount
1 -	
2 -	
3 -	
4 -	
5 -	
6 -	
7 -	
8 -	
9 -	
10 -	

**\*\* To add rows: contact ClarkCC for assistance \*\***☐ Check if NO MARK UP

Sub-Total Subcontractor Amounts =

5% Overhead &amp; Profit Mark-up (0% if Credit) =

**Total Subcontractor Amount =**DATE \_\_\_\_\_  
CONTRACTOR \_\_\_\_\_

TOTAL AMOUNT SUMMARY FOR WORK ITEM NO. \_\_\_\_\_

PCO NO. \_\_\_\_\_ ARCHITECT DOCUMENT \_\_\_\_\_

CONTRACTOR CHANGE REQUEST NO. \_\_\_\_\_

1 Total Material Amount = \_\_\_\_\_  
2 Total Labor Amount = \_\_\_\_\_  
3 Total Field Equipment Amount = \_\_\_\_\_  
4 Total Unit Price Amount = \_\_\_\_\_  
5 Total Subcontractor Mark-up Amount = \_\_\_\_\_**TOTAL AMOUNT FOR WORK ITEM =**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/01/2012

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

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

<b>PRODUCER</b>  Agent Name and Address	<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:		<b>FAX</b> (A/C, No):
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b>  Subcontractor Name and Address	INSURER A: A.M. BEST Rated "A" or Better		
	INSURER B: A.M. BEST Rated "A" or Better		
	INSURER C: A.M. BEST Rated "A" or Better		
	INSURER D: A.M. BEST Rated "A" or Better		
	INSURER E: A.M. BEST Rated "A" or Better		
	INSURER F: A.M. BEST Rated "A" or Better		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b>							
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY	<input type="checkbox"/>	<input type="checkbox"/>	Policy Number	01/01/2012	01/01/2013	EACH OCCURRENCE	\$ 1,000,000
<input type="checkbox"/>	CLAIMS-MADE	<input checked="" type="checkbox"/>	<input type="checkbox"/>				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
<input type="checkbox"/>	INCLUDE RESIDENTIAL						MED EXP (Any one person)	\$ 10,000
<input type="checkbox"/>	DEFECT PROD/COMP OPS						PERSONAL & ADV INJURY	\$ 1,000,000
<input type="checkbox"/>	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
<input type="checkbox"/>	POLICY	<input checked="" type="checkbox"/>	<input type="checkbox"/>				PRODUCTS - COMPI/OP AGG	\$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b>							
<input checked="" type="checkbox"/>	ANY AUTO	<input type="checkbox"/>	<input type="checkbox"/>	Policy Number	01/01/2012	01/01/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
<input type="checkbox"/>	ALL OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per person)	\$
<input checked="" type="checkbox"/>	HIRED AUTOS	<input checked="" type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
	<b>UMBRELLA LIAB</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Policy Number	01/01/2012	01/01/2013	EACH OCCURRENCE	\$ 1,000,000
	EXCESS LIAB	<input type="checkbox"/>	<input type="checkbox"/>				AGGREGATE	\$ 1,000,000
	DED						RETENTION \$	\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			Policy Number	01/01/2012	01/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
	Errors and Omissions			Policy Number	01/01/2012	01/01/2013	Limit: \$1,000,000	
	Contractors Pollution Liability						Limit: \$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Clark Construction Company is an Additional Insured for project (name) and project (number)

**SAMPLE**

## CERTIFICATE HOLDER

## CANCELLATION

Clark Construction Company 3535 Moores River Drive Lansing, MI 48911	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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**Application and Certificate for Payment**

TO OWNER:	PROJECT:	APPLICATION NO:	<b>Distribution to:</b>
		PERIOD TO:	OWNER <input type="checkbox"/>
		CONTRACT FOR:	ARCHITECT <input type="checkbox"/>
FROM CONTRACTOR:	VIA ARCHITECT:	CONTRACT DATE:	CONTRACTOR <input type="checkbox"/>
		PROJECT NOS:        /        /	FIELD <input type="checkbox"/>
			OTHER <input type="checkbox"/>

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM ..... \$ \_\_\_\_\_

2. NET CHANGE BY CHANGE ORDERS ..... \$ \_\_\_\_\_

3. CONTRACT SUM TO DATE (Line 1 + 2) ..... \$ \_\_\_\_\_

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$ \_\_\_\_\_

5. RETAINAGE:

a. \_\_\_\_\_ % of Completed Work  
(Columns D + E on G703)

b. \_\_\_\_\_ % of Stored Material  
(Column F on G703)

\$ \_\_\_\_\_

Total Retainage (Lines 5a + 5b, or Total in Column I of G703) ..... \$ \_\_\_\_\_

6. TOTAL EARNED LESS RETAINAGE ..... \$ \_\_\_\_\_  
(Line 4 minus Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ \_\_\_\_\_  
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE ..... \$

9. BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$ \_\_\_\_\_  
(Line 3 minus Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this month	\$	\$
TOTAL	\$	\$
NET CHANGES by Change Order	\$	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
State of: \_\_\_\_\_  
County of: \_\_\_\_\_  
Subscribed and sworn to before  
me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public:  
My commission expires: \_\_\_\_\_

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ \_\_\_\_\_  
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

**ARCHITECT:**

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

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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

# **AIA** Document G702™ – 1992 Instructions

## ***Application and Certificate for Payment***

### **GENERAL INFORMATION**

**Purpose and Related Documents.** AIA Document G702™–1992, Application and Certificate for Payment, is to be used in conjunction with AIA Document G703™, Continuation Sheet. These documents are designed to be used on a Project where a Contractor has a direct Agreement with the Owner. Procedures for their use are covered in AIA Document A201™, General Conditions of the Contract for Construction.

**Use of Current Documents.** Prior to using any AIA Contract Document, users should consult [www.aia.org](http://www.aia.org) or a local AIA component to verify the most recent edition.

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### **COMPLETING G702**

After the Contractor has completed AIA Document G703, Continuation Sheet, summary information should be transferred to AIA Document G702, Application and Certificate for Payment.

The Contractor should sign G702, have it notarized, and submit it, together with G703, to the Architect.

The Architect should review G702 and G703 and, if they are acceptable, complete the Architect's Certificate for Payment on G702.

The Architect may certify a different amount than that applied for, pursuant to Sections 9.5 and 9.6 of A201. The Architect should then initial all figures on G702 and G703 that have been changed to conform to the amount certified and attach an explanation. The completed G702 and G703 should be forwarded to the Owner.

### **MAKING PAYMENT**

The Owner should make payment directly to the Contractor based on the amount certified by the Architect on AIA Document G702, Application and Certificate for Payment. The completed form contains the name and address of the Contractor. Payment should not be made to any other party unless specifically indicated on G702.

### **EXECUTING THE DOCUMENT**

Persons executing the document should indicate the capacity in which they are acting (i.e., president, secretary, partner, etc.) and the authority under which they are executing the document. Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached.



## Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:  
 APPLICATION DATE:  
 PERIOD TO:  
 ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
SAMPLE									

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



**MEP Cost Breakdown**

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

4

STATE OF:

SS

improvement to the following described real property in \_\_\_\_\_ County, Michigan, described as follows: *(Insert legal description from Notice of Commencement or name and address of the Project)*

That the following is a statement of each subcontractor and supplier and laborer, for whom payment of wages or fringe benefits and withholdings is due but unpaid, with whom the (contractor) (subcontractor) has (contracted) (subcontracted) for performance under the contract with the owner or lessee of the property and the amounts due to the persons as of the date of this statement are correctly and fully set forth opposite their names:

Name of subcontractor, supplier or laborer	Type of improvement furnished	Total contract price	Amount already paid	Amount currently owing	Balance to complete (optional)	Amount of laborer wages due but unpaid	Amount of laborer fringe benefits and withholdings due but unpaid
Totals	0	0	0	0			

(Some columns are not applicable to all persons listed)

The contractor has not procured material from, or subcontracted with any person other than those set forth, and owes no money for the improvement other than the sums set forth.

I make this statement as the (contractor) (subcontractor) or as \_\_\_\_\_ of the (contractor) (subcontractor) to represent to the owner or lessee of the property and his or her agents that the property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth in this statement for claims of construction liens by laborers that may be provided under section 109 of the construction lien act, 1980, P.A. 497, MCL 570.1109.

WARNING TO OWNER: AN OWNER OR LESSEE OF THE PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING UNDER SECTION 109 OF THE CONSTRUCTION LIEN ACT 1980 P.A. 497, MCL 570.1109 TO THE DESIGNEE OR THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.

\_\_\_\_\_  
Deponent

WARNING TO THE DEPONENT: A PERSON, WHO GIVES A FALSE SWORN STATEMENT WITH THE INTENT TO DEFRAUD IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1110.

Subscribed and sworn to before me on  
(date) \_\_\_\_\_

\_\_\_\_\_  
Notary Public

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

My commission expires: \_\_\_\_\_



## PARTIAL UNCONDITIONAL WAIVER

I / we have a contract with Clark Construction Company to provide work per contract and change orders for the improvement to the property described as:

Clark Job #, Contract #, Project Description

and hereby waive my/our construction lien to the amount of \$0.00

( \$0.00 cumulative total paid to date) for labor and / or materials provided through \_\_\_\_\_. This Partial Unconditional Waiver is a waiver and release of any and all claims arising out of work performed on the project through the date of \_\_\_\_\_.

\_\_\_\_\_  
(Company Name)

Subscribed and sworn to before me

By: \_\_\_\_\_  
(Authorized Signature)

this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Notary Public: \_\_\_\_\_

\_\_\_\_\_

My commission expires: \_\_\_\_\_

Telephone: \_\_\_\_\_

### **WARNING DO NOT SIGN BLANK OR INCOMPLETE FORMS, RETAIN A COPY**

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

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

***Please sign and return this waiver to:***

***Clark Construction Company  
3535 Moores River Drive  
Lansing, MI 48911***



## FULL UNCONDITIONAL WAIVER

I / we have a contract with \_\_\_\_\_ Clark Construction Company \_\_\_\_\_ provide work per contract and change orders for the improvement to the property described as: \_\_\_\_\_

\_\_\_\_\_  
*Clark job #, Contract #, Project description*

and having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived, released, and we release Clark Construction Company and the Owner in full, from any and all claims arising out of the Project.

\_\_\_\_\_  
*(Company Name)*

By: \_\_\_\_\_  
*(Authorized signer)*

\_\_\_\_\_  
*(Print or Type Name and Title of Signer)*

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Subscribed and sworn to before me

this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
*(Notary Public)*

My commission expires: \_\_\_\_\_ .

**WARNING DO NOT SIGN BLANK OR INCOMPLETE FORMS, RETAIN A COPY**

***Please sign and return this waiver to:***

**Clark Construction Company  
3535 Moores River Drive  
Lansing, MI 48911**

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



## MATERIALS STORED PAYMENT FORM

Progress Payment Number \_\_\_\_\_ Bid Package No./Category \_\_\_\_\_ Description \_\_\_\_\_

1. The following items, if approved by the Owner, have been included in the above noted request for payment even though not yet incorporated into the work (attach additional sheets, if required):

<u>ITEM</u>	<u>STORED AT</u>	<u>VALUE PER ATTACHED INVOICE</u>
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____

2. TOTAL VALUE OF THE ABOVE ITEMS PER ATTACHED INVOICE(S):

\$ \_\_\_\_\_

3. In addition to any insurance(s) the Owner may carry, the undersigned states that the above items are covered by Trade Contractor's property insurance against all risk and that said insurance will remain in effect until final acceptance of the completed project by the Owner. Trade Contractor must provide proof of insurance stating description, location and value of items stored.
4. The undersigned hereby represents and guarantees that full payment has been made for the above items, and provides proof of payment, and by signature below, contingent upon receipt of payment on account of the above items, the Trade Contractor hereby transfers title to the above items to the Owner of the project.
5. Stored Materials are to be roped off or separated from all others. Boxes or pieces must be clearly marked.
6. Owner and/or Construction Manager reserves the right to inspect stored material at any time.
7. Receipt of payment on account for the above items shall in no manner or in any degree relieve the Trade Contractor of any obligation under its contract, particularly, but not limited to, its obligations with regard to the warranties and guarantees.

Trade Contractor: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

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

Signature is by a member of firm or Corporation entitled to sign Contract documents for the Trade Contractor.

TRADE: \_\_\_\_\_

**Total Hourly Rate**[illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible]

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## FORM OF GUARANTEE

CLARK PROJECT NUMBER \_\_\_\_\_

PROJECT NAME \_\_\_\_\_

LOCATION \_\_\_\_\_

NAME OF CONTRACTOR \_\_\_\_\_

CONTRACT FOR \_\_\_\_\_

We hereby agree that:

- a) We have completed our contract in full conformity with the intent of the contract documents and have made no substitutions in materials except as authorized in writing by the Architect.
- b) We will return to the project and commence work within three (3) working days of receipt of written notification from the Owner of the Architect and will provide at our expense all necessary labor, equipment and material to make proper repairs or corrections made necessary by defective materials or inferior workmanship furnished or performed under contract, all to the satisfaction of the Owner and the Architect, and without cost to the Owner.
- c) This guarantee of our work and the work of all our subcontractors shall commence on \_\_\_\_\_ and remain in full force and effect \_\_\_\_\_ (date of substantial completion) until \_\_\_\_\_ (one year).
- d) We hereby certify that all payrolls, material bills, and other indebtedness connected with the work on the subject project have been paid in full.

SIGNED \_\_\_\_\_  
(AUTHORIZED OFFICER)

PRINTED \_\_\_\_\_

WITNESS \_\_\_\_\_

PRINTED \_\_\_\_\_

DATE \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

**AIA<sup>®</sup>****Document G704/CMa<sup>™</sup> – 1992*****Certificate of Substantial Completion Construction Manager-Adviser Edition*****PROJECT:***(Name and address):***PROJECT NUMBER:****CONTRACT FOR:** General Construction**CONTRACT DATE:****TO CONTRACTOR:***(Name and address):*OWNER: ☐CONSTRUCTION MANAGER: ☐ARCHITECT: ☐CONTRACTOR: ☐FIELD: ☐OTHER: ☐**TO OWNER:***(Name and address)***DATE OF ISSUANCE:****PROJECT OR DESIGNATED PORTION SHALL INCLUDE:**

The Work performed under this Contract has been reviewed and found, to the Construction Manager's and Architect's best knowledge, information and belief, to be substantially complete. 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 the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as \_\_\_\_\_ which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

**Warranty****Date of Commencement**

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

\_\_\_\_\_  
**CONSTRUCTION MANAGER**\_\_\_\_\_  
**BY**\_\_\_\_\_  
**DATE**\_\_\_\_\_  
**ARCHITECT**\_\_\_\_\_  
**BY**\_\_\_\_\_  
**DATE**

The Contractor will complete or correct the Work on the list of items attached hereto within 0 days from the above date of Substantial Completion.

\_\_\_\_\_  
**CONTRACTOR**\_\_\_\_\_  
**BY**\_\_\_\_\_  
**DATE**

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at \_\_\_\_\_ (time) on \_\_\_\_\_ (date).

\_\_\_\_\_  
**OWNER**\_\_\_\_\_  
**BY**\_\_\_\_\_  
**DATE**

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

*(Note--Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)*

# AIA<sup>®</sup> Document A232<sup>™</sup> – 2009

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

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

Washtenaw Intermediate School District improvements, including construction of a new High Point School and improvements to the pool, gymnasium, playgrounds, and information technology systems, all as more particularly described in the relevant election ballot language, the Owner-approved plans and specifications, all applicable laws, the Owner's fixed budget, and as otherwise approved by the Owner

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

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

Axiom Construction Services Group, LLC  
7789 E. M-36  
Whitmore Lake, Michigan 48189  
Telephone: (248) 446-1104  
Facsimile: (248) 446-1105

Clark Construction Company and Axiom Construction Services Group, LLC will act as a joint venture for the Project. See Section 12.29 of Owner/Construction Manager Agreement, dated \_\_\_\_\_, 2019.

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

Washtenaw Intermediate School District  
1819 S. Wagner Road  
Ann Arbor, Michigan 48106-1406  
Telephone: (734) 994-8100  
Facsimile: (734) 994-2203

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

TMP Architecture, Inc.  
1191 W. Square Lake Road  
Bloomfield Hills, Michigan 48302  
Telephone: (248) 338-4561  
Facsimile: (248) 338-0223

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

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

# DRAFT

Init.

## INDEX

(Topics and numbers in bold are section headings.)





## **Acceptance of Nonconforming Work**

9.6.6, 9.9.3, **12.3**

### **Acceptance of Work**

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, **12.3**

## **Access to Work**

**3.16**, 6.2.1, **12.1**

### **Accident Prevention**

**10**

### **Acts and Omissions**

3.2.1, 3.2.2, 3.3.2, 3.12.8, 3.18, 8.3.1, 9.5.1, 10.1, 10.2.5, 13.4.2, **13.7**

### **Addenda**

1.1.1, 3.11, 4.2.14

### **Additional Costs, Claims for**

3.2.4, 3.7.4, 3.7.5, 6.1.1, 7.3, 9.10.3, 9.10.4, 10.3, 10.4, 15.1.4

### **Additional Inspections and Testing**

4.2.8, 12.2.1, **13.5**

### **Additional Insured**

**11.1.4**

### **Additional Time, Claims for**

3.7.4, 3.7.5, 6.1.1, 7.3, 8.3, **10.3**

## **Administration of the Contract**

**3.10**, **4.2**

### **Advertisement or Invitation to Bid**

**1.1.1**

### **Aesthetic Effect**

**4.2.19**

## **Allowances**

**3.8**, **7.3.8**

### **All-risk Insurance**

**11.3.1**, **11.3.1.1**

## **Applications for Payment**

4.2.7, 4.2.15, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.7, 9.8.3, 9.10.1, 9.10.3, 9.10.5, 11.1.3, 14.2.4

### **Approvals**

2.1.1, 2.2.2, 2.4, 3.1.4, 3.10.1, 3.10.2, 3.12.4 through 3.12.10, 3.13.2, 3.15.2, 4.2.9, 9.3.2, 13.4.2, **13.5**

## **Arbitration**

8.3.1, 11.3.10, 13.1, 15.3.2, **15.4**

## **ARCHITECT**

**4**

### **Architect, Certificates for Payment**

**9.4**

### **Architect, Definition of**

**4.1.1**

### **Architect, Extent of Authority**

5.2, 7.1.2, 7.3.7, 7.4, 9.3.1, 9.4, 9.5, 9.8.3, 9.8.4, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.5.1, 13.5.2, 15.1.3, 15.2.1

### **Architect, Limitations of Authority and Responsibility**

2.1.1, 3.12.8, 4.2.1, 4.2.2, 4.2.8, 4.2.13, 5.2.1, 9.6.4, **15.2**

### **Architect's Additional Services and Expenses**

2.4, 11.3.1.1, 12.2.1, 12.2.4, **13.5.2**

### **Architect's Administration of the Contract**

4.2, 9.4, 9.5, **15.2**

## **Architect's Approvals**

**3.12.8**

### **Architect's Authority to Reject Work**

4.2.8, 12.1.2, **12.2.1**

### **Architect's Copyright**

**1.5**

### **Architect's Decisions**

4.2.8, 7.3.9, 7.4, 8.1.3, 8.3.1, 9.2, 9.4, 9.5, 9.8.3, 9.9.2, 13.5.2, 14.2.2, 14.2.4, **15.2**

### **Architect's Inspections**

3.7.4, 4.2, 9.8.3, 9.9.2, 9.10.1, **13.5**

### **Architect's Instructions**

3.2.4, 7.4, **9.4**

### **Architect's Interpretations**

4.2.8, 4.2.17, 4.2.18

### **Architect's On-Site Observations**

4.2.2, 9.4, 9.5.1, 9.10.1, 12.1.1, 12.1.2, **13.5**

### **Architect's Project Representative**

**4.2.16**

### **Architect's Relationship with Contractor**

1.1.2, 1.5, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.9.2, 3.9.3, 3.10, 3.11, 3.12.8, 3.16, 3.18, 4.2, 5.2, 6.2.2, 8.2, 11.3.7, 12.1, **13.5**

### **Architect's Relationship with Construction Manager**

1.1.2, 9.3 through 9.10, 10.3, 13.5.1, 10.3, 11.3.7, 13.4.2, **13.5.4**

### **Architect's Relationship with Subcontractors**

1.1.2, 4.2.8, 5.3, 9.6.3, **9.6.4**

### **Architect's Representations**

9.4, 9.5, **9.10.1**

### **Architect's Site Visits**

4.2.2, 9.4, 9.5.1, 9.8.3, 9.9.2, 9.10.1, **13.5**

### **Asbestos**

**10.3.1**

### **Attorneys' Fees**

3.18.1, 9.10.2, **10.3.3**

### **Award of Other Contracts**

6.1.1, **6.1.2**

## **Award of Subcontracts and Other Contracts for Portions of the Work**

**5.2**

## **Basic Definitions**

**1.1**

### **Bidding Requirements**

1.1.1, 5.2.1, **11.4.1**

### **Binding Dispute Resolution**

9.7, 11.3.9, 11.3.10, 13.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, **15.4.1**

## **Boiler and Machinery Insurance**

**11.3.2**

## **BONDS, INSURANCE AND**

**11**

### **Bonds, Lien**

7.3.7.4, **9.10.3**

### **Bonds, Performance and Payment**

7.3.7.4, 9.6.7, 9.10.3, 11.3.9, **11.4**

### **Building Permit**

2.2.2, **3.7.1**



## **Capitalization**

### **1.3**

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

### **Certificates for Payment**

4.2.2, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 15.1.3

Certificates of Inspection, Testing or Approval  
13.5.4

Certificates of Insurance

9.3.2, 9.10.2, 11.1.3

### **Change Orders**

1.1.1, 2.4, 3.4.2, 3.7.4, 3.8.2, 3.11, 3.12.8, 4.2.12, 4.2.13, 4.2.14, 5.2.3, 7.1.1, 7.1.2, **7.2**, 7.3.2, 7.3.4, 7.3.6, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.3.1.2, 11.3.4, 11.3.9, 12.1.2, 15.1.3

Change Orders, Definition of

7.2

Changes

7.1

## **CHANGES IN THE WORK**

2.2.1, 3.4.2, 3.11, 3.12.8, 4.2.13, 4.2.14, **7**, 8.3.1, 9.3.1.1

Claims, Definition of

### **15.1.1**

## **CLAIMS AND DISPUTES**

1.1.8, 3.2.4, 3.7.5, 6.1.1, 7.3.9, 8.3.2, 9.3.3, 9.10.3, 9.10.4, 10.3.3, **15**, 15.4

### **Claims for Additional Cost**

3.2.4, 3.7.5, 6.1.1, 7.3.9, 9.10.3, 9.10.4, 10.3.2, 10.4, **15.1.4**

### **Claims for Additional Time**

3.2.4, 3.7.5, **7**, 8.3.2, 10.4, **15.1.5**

Concealed or Unknown Conditions, Claims for  
3.7

Claims for Damages

3.2.4, 3.18, 6.1.1, 6.2.5, 8.3.2, 9.3.3, 9.5.1.2, 9.10.2, 9.10.5, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 15.1.6

### **Cleaning Up**

**3.15**, 6.3

Commencement of Statutory Limitation Period  
13.7

Commencement of the Work, Definition of  
8.1.2

Communications, Owner to Architect

2.2.6

Communications, Owner to Construction Manager

2.2.6

Communications, Owner to Contractor

2.2.6

## **Communications Facilitating Contract Administration**

3.9.1, **4.2.6**

## **COMPLETION, PAYMENTS AND**

### **9**

### **Completion, Substantial**

4.2.15, 8.1.1, 8.1.3, 8.2.3, 9.4.3.3, **9.8**, 9.9.1, 9.10.3, 12.2.1, 12.2.2, 13.7

## **Concealed or Unknown Conditions**

**3.7.4**, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1

### **Consolidation or Joinder**

### **15.4.4**

## **CONSTRUCTION BY OWNER OR BY OTHER CONTRACTORS**

1.1.4, **6**

Construction Change Directive, Definition of  
7.3.1

### **Construction Change Directives**

1.1.1, 3.4.2, 3.12.8, 4.2.12, 4.2.13, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1

Construction Manager, Building Permits

2.2.2

Construction Manager, Communications through

4.2.6

Construction Manager, Construction Schedule

3.10.1, 3.10.3

## **CONSTRUCTION MANAGER**

### **4**

Construction Manager, Definition of

4.1.2

Construction Manager, Documents and Samples at the Site

3.11

Construction Manager, Extent of Authority

3.12.7, 3.12.8, 4.1.3, 4.2.1, 4.2.4, 4.2.5, 4.2.9, 7.1.2, 7.2, 7.3.1, 8.3, 9.3.1, 9.4.1, 9.4.2, 9.4.3, 9.8.2, 9.8.3, 9.8.4, 9.9.1, 12.1, 12.2.1, 14.2.2, 14.2.4

Construction Manager, Limitations of Authority and Responsibility

4.2.5, 4.2.8, 13.4.2

Construction Manager, Submittals

4.2.9

Construction Manager's Additional Services and Expenses

12.2.1

Construction Manager's Administration of the Contract

4.2, 9.4, 9.5

Construction Manager's Approval

2.4, 3.10.1, 3.10.2

Construction Manager's Authority to Reject Work

4.2.8, 12.2.1

Construction Manager's Decisions

7.3.7, 7.3.9, 9.4.1, 9.5.1

Construction Manager's Inspections

4.2.8, 9.8.3, 9.9.2

Construction Manager's On-Site Observations

9.5.1

Construction Manager's Relationship with Architect

1.1.2, 4.2.1, 4.2.7, 4.2.8, 4.2.9, 4.2.13, 4.2.15, 4.2.16, 4.2.20, 9.2.1, 9.4.2, 9.5, 9.6.1, 9.6.3, 9.8.2, 9.8.3, 9.8.4, 9.9.1, 9.10.1, 9.10.2, 9.10.3, 11.1.3, 12.2.4, 13.5.1, 13.5.2, 13.5.4, 14.2.2, 14.2.4

Construction Manager's Relationship with Contractor  
3.2.2, 3.2.3, 3.3.1, 3.5, 3.10.1, 3.10.2, 3.10.3, 3.11,  
3.12.5, 3.12.6, 3.12.7, 3.12.8, 3.12.9, 3.12.10, 3.13.2,  
3.14.2, 3.15.2, 3.16, 3.17, 3.18.1, 4.2.4, 4.2.5, 4.2.6,  
4.2.9, 4.2.14, 4.2.17, 4.2.20, 5.2, 6.2.1, 6.2.2, 7.1.2,  
7.2, 7.3.5, 7.3.7, 7.3.10, 8.3.1, 9.2, 9.3.1, 9.4.1, 9.4.2,  
9.7, 9.8.2, 9.8.3, 9.8.4, 9.9.1, 9.10.1, 9.10.2, 9.10.3,  
10.1, 10.3, 11.3.7, 12.1, 13.5.1, 13.5.2, 13.5.3, 13.5.4  
Construction Manager's Relationship with Owner  
2.2.2, 4.2.1, 10.3.2

Construction Manager's Relationship with Other  
Contractors and Owner's Own Forces  
4.2.4

Construction Manager's Relationship with  
Subcontractors  
4.2.8, 5.3, 9.6.3, 9.6.4

Construction Manager's Site Visits  
9.5.1

Construction Schedules, Contractor's  
3.10, 3.12.1, 3.12.2, 6.1.2, 15.1.5.2

**Contingent Assignment of Subcontracts**  
5.4, 14.2.2.2

**Continuing Contract Performance**  
15.1.3

**Contract**, Definition of

1.1.2

**CONTRACT, TERMINATION OR  
SUSPENSION OF THE**

5.4.1.1, 11.3.9, 14

Contract Administration  
3.1.3, 4.2, 9.4, 9.5

Contract Award and Execution, Conditions Relating  
to  
3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1

Contract Documents, Copies Furnished and Use of  
1.5.2, 2.2.5, 5.3

**Contract Documents**, Definition of  
1.1.1

Contract Performance During Arbitration  
15.1.3

**Contract Sum**

3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.2, 7.3, 7.4, 9.1, 9.2,  
9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.3.1.1, 12.3, 14.2.4,  
14.3.2, 15.1.4, 15.2.5

Contract Time

3.7.4, 3.7.5, 4, 3.10.2, 5.2.3, 7.2.3, 7.3.1, 7.3.5,  
7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7,  
10.3.2, 12.1.1, 14.3.2, 15.1.5.1, 15.2.5

Contract Time, Definition of  
8.1.1

**CONTRACTOR**

3

Contractor, Definition of  
3.1.1

**Contractor's Construction Schedules**  
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Contractor's Employees

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3,  
11.1.1, 11.3.7, 14.1, 14.2.1.1

**Contractor's Liability Insurance**  
11.1

Contractor's Relationship with Other Contractors and  
Owner's Own Forces

3.12.5, 3.14.2, 4.2.6, 6, 11.3, 12.1.2, 12.2.4

Contractor's Relationship with Subcontractors

1.2.2, 3.3.2, 3.18, 5, 9.6.2, 9.6.7, 9.10.2, 11.3.1.2,  
11.3.7, 11.3.8, 14.2.1.2

Contractor's Relationship with the Architect

1.1.2, 1.5, 3.2.2, 3.2.3, 3.2.4, 3.4.2, 3.5, 3.7.4, 3.10.1,  
3.11, 3.12, 3.16, 3.18, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3,  
9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.5,  
15.1.2, 15.2.1

Contractor's Relationship with the Construction  
Manager

1.1.2, 3.2.2, 3.2.3, 3.3.1, 3.5, 3.10.1, 3.10.2, 3.10.3,  
3.11, 3.12.5, 3.12.7, 3.12.9, 3.12.10, 3.13.2, 3.14.2,  
3.15.1, 3.16, 3.17, 3.18.1, 4.2.4, 4.2.5, 5.2, 6.2.1,  
6.2.2, 7.1.2, 7.3.5, 7.3.7, 7.3.10, 8.3.1, 9.2, 9.3.1,  
9.4.1, 9.4.2, 9.8.2, 9.9.1, 9.10.1, 9.10.2, 9.10.3, 10.1,  
10.2.6, 10.3, 11.3.7, 12.1, 13.5.1, 13.5.2, 13.5.3,  
13.5.4

Contractor's Representations

3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2

Contractor's Responsibility for Those Performing the  
Work

3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8

Contractor's Review of Contract Documents  
3.2

Contractor's Right to Stop the Work  
9.7

Contractor's Right to Terminate the Contract  
14.1

Contractor's Submittals

3.10.2, 3.11, 3.12, 4.2.9, 9.2, 9.3, 9.8.2, 9.9.1, 9.10.2,  
9.10.3, 11.1.3, 11.4.2

Contractor's Superintendent  
3.9, 10.2.6

Contractor's Supervision and Construction  
Procedures

1.2.2, 3.3, 3.4, 4.2.5, 4.2.7, 6.1, 6.2.4, 7.1.3, 7.3.5,  
7.3.7, 8.2, 10, 12, 14, 15.1.3

Contractual Liability Insurance  
11.1.1.8, 11.2, 11.3.1.5

Coordination and Correlation

1.2, 3.2, 3.3.1, 3.10, 3.12.6, 6.1.2, 6.2.1

Copies Furnished of Drawings and Specifications  
1.5, 2.2.5, 3.11

Copyrights  
1.5, 3.17

**Correction of Work**

2.3, 2.4, 9.4.1, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2

**Correlation and Intent of the Contract Documents**  
1.2

## Costs

2.4, 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, 7.3.6, 7.3.7, 7.3.8, 7.3.9, 11.3.1.2, 11.3.1.3, 11.3.4, 11.3.9, 12.1, 12.2.1, 13.5, 14

## Cutting and Patching

### 3.14, 6.2.5

## Damage to Construction of Owner or Other Contractors

3.14.2, 6.2.4, 9.5.1.5, 10.2.1.2, 10.2.5, 10.4, 11.1.1, 11.3, 12.2.4

## Damage to the Work

3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 11.3.1, 12.2.4

## Damages, Claims for

3.2.4, 3.18, 6.1.1, 8.3.2, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.2.4, 15.1.6

## Damages for Delay

6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 15.1.5

## Date of Commencement of the Work, Definition of 8.1.2

## Date of Substantial Completion, Definition of 8.1.3

## Day, Definition of

### 8.1.4

## Decisions of the Architect

3.7.4, 4.2.7, 4.2.8, 4.2.10, 4.2.11, 4.2.13, 4.2.15, 4.2.16, 4.2.17, 4.2.18, 4.2.19, 4.2.20, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5, 9.8.3, 9.8.4, 9.9.1, 10.1.2, 13.5.2, 14.2.2, 14.2.4, 15.1, 15.2

## Decisions of the Construction Manager

7.3.7, 7.3.8, 7.3.9, 15.1, 15.2

## Decisions to Withhold Certification

9.4.1, 9.5, 9.7, 14.1.1.3

## Defective or Nonconforming Work, Acceptance, Rejection and Correction of

2.3, 2.4, 3.5, 4.2.8, 6.2.5, 9.5.1, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1, 12.2.2

## Definitions

1.1, 2.1.1, 3.1.1, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 4.1.2, 7.2, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1

## Delays and Extensions of Time

3.2, 3.7.4, 5.2.3, 7.2, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.5, 15.2.5

## Disputes

7.3.8, 7.3.9, 9.3, 15.1, 15.2

## DISPUTES, CLAIMS AND

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 15, 15.4

## Documents and Samples at the Site

### 3.11

## Drawings, Definition of

### 1.1.5

## Drawings and Specifications, Ownership and Use

1.1.1, 1.5, 2.2.5, 3.11, 5.3

## Duty to Review Contract Documents and Field

## Conditions

### 3.2

## Effective Date of Insurance

8.2.2, 11.1.2

## Emergencies

10.4, 14.1.1.2, 15.1.4

## Employees, Contractor's

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.1, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1

## Equipment, Labor, Materials and or

1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12.2, 3.12.3, 3.13.1, 3.15.1, 4.2.8, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.2

## Execution and Progress of the Work

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, 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

## Extensions of Time

3.2.4, 3.7.4, 5.2.3, 7.2.3, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.5, 15.2.5

## Failure of Payment

9.5.1.3, 9.7, 13.6, 14.1.1.3, 14.1.3, 14.2.1.2, 15.1.4

## Faulty Work (See Defective or Nonconforming Work)

## Final Completion and Final Payment

4.2.1, 4.2.15, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.3.1, 11.3.5, 12.3, 15.2.1

## Financial Arrangements, Owner's

### 2.2.1

## GENERAL PROVISIONS

### 1

## Governing Law

### 13.1

## Guarantees (See Warranty and Warranties)

## Hazardous Materials

10.2.4, 10.3

## Identification of Contract Documents

### 1.2.1

## Identification of Subcontractors and Suppliers

### 5.2.1

## Indemnification

3.18, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2, 11.3.7

## Information and Services Required of the Owner

2.1.2, 2.2, 4.2.6, 6.1.2, 6.2.5, 9.6.1, 9.6.4, 9.8, 9.9.1, 9.10.3, 10.3.2, 10.3.3, 11.2, 11.3.4, 13.5.1, 13.5.2, 14.1.1.4, 14.1.3, 15.1.2

## Initial Decision

### 15.2

## Initial Decision Maker, Definition of

### 1.1.8

## Initial Decision Maker, Extent of Authority

14.2.2, 14.2.4, 15.1.3, 15.2.2, 15.2.3, 15.2.4, 15.2.5

## Injury or Damage to Person or Property

3.18.1, 10.2.1, 10.2.2, 10.2.8, 10.3, 10.3.3, 10.4, 11.1.1

## Inspections

3.1.3, 3.7.1, 4.2.2, 9.8.2, 9.9.2, 9.10.1, 13.5

## Instructions to Bidders

### 1.1.1

## Instructions to the Contractor

3.1.4, 3.3.3, 3.7.1, 4.2.4, 5.2.1, 7, 8.2.2, 12.1, 13.5.2

## **Instruments of Service, Definition of**

**1.1.7, 1.5, 1.6**

## **Insurance**

6.1.1, 7.3.7, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, 11

## **Insurance, Boiler and Machinery**

### **11.3.2**

## **Insurance, Contractor's Liability**

### **11.1**

Insurance, Effective Date of  
8.2.2, 11.1.2

## **Insurance, Loss of Use**

### **11.3.3**

## **Insurance, Owner's Liability**

### **11.2**

## **Insurance, Property**

10.2.5, **11.3**

Insurance, Stored Materials

9.3.2, 11.3.1

## **INSURANCE AND BONDS**

### **11**

Insurance Companies, Consent to Partial Occupancy  
9.9.1, 11.3.1.5

Insurance Companies, Settlement with  
11.3.10

Intent of the Contract Documents

**1.2, 4.2.18, 4.2.19, 7.4**

## **Interest**

9.7, **13.6**

## **Interpretation**

**1.4, 4.2.8, 4.2.17, 4.2.18**

Interpretations, Written

4.2.17, 4.2.18, 4.2.20

Joinder and Consolidation of Claims Required

15.4.4

Judgment on Final Award

15.4.2

## **Labor and Materials, Equipment**

1.1.3, 1.1.6, 3.4, 3.8.2, 3.8.3, 3.12.2, 3.12.3, 3.12.6,  
3.12.10, 3.13.1, 3.15.1, 5.2.1, 6.2.1, 7.3.7, 9.3.2,  
9.3.3, 9.5.1.3, 9.6, 9.10.2, 10.2.1.2, 11.3.1, 14.2.1,  
14.2.2

Labor Disputes

8.3.1

Laws and Regulations

3.2.3, 3.2.4, 3.7, 3.13.1, 10.2.2, 10.2.3, 13.5.1, 14.2.1

Liens

2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8

Limitation on Consolidation or Joinder

15.4.4

Limitations, Statutes of

15.4.1

Limitations of Authority

3.12.4, 4.1.3, 4.2.16

Limitations of Liability

9.6.7, 11.1.1, 12.2

## **Limitations of Time**

3.10.1, 4.2.17, 4.2.20, 8.2.1, 9.3.3, 9.6.1, 9.8.4,  
9.10.2, 10.2, 11.1.3, 12.1.1, 12.2.2.2, 12.2.5, 13.7,  
14.1.1, 15.2.6.1

## **Loss of Use Insurance**

### **11.3.3**

Material Suppliers

1.5.1, 1.5.2, 3.12, 4.2.6, 4.2.8, 9.3.1, 9.3.1.2, 9.3.3,  
9.5.3, 9.6.4, 9.6.5, 9.6.7, 9.10.5, 11.3.1

## **Materials, Hazardous**

10.2.4, **10.3**

Materials, Labor, Equipment and

1.1.3, 1.1.6, 1.5.1, 1.5.2, 3.4, 3.5, 3.8.2, 3.8.3, 3.12.2,  
3.12.3, 3.12.6, 3.12.10, 3.13.1, 5.2.1, 6.2.1, 9.3.1,  
9.3.2, 9.3.3, 9.5.1, 9.5.3, 9.6.4, 9.6.5, 9.6.7, 9.10.2,  
9.10.5, 10.2.1, 10.2.4, 10.3

Means, Methods, Techniques, Sequences and  
Procedures of Construction

3.3.1, 3.12.10, 4.2.5, 4.2.11

Mechanic's Lien

2.1.2, 15.2.8

## **Mediation**

8.3.1, 10.3.5, 15.2.1, 15.2.5, 15.2.6, **15.3, 15.4.1**

## **Minor Changes in the Work**

1.1.1, 3.12.8, 4.2.13, 7.1, **7.4**

## **MISCELLANEOUS PROVISIONS**

### **13**

Modifications, Definition of

1.1.1

Modifications to the Contract

1.1.1, 1.1.2, 3.11, 4.1.3, 4.2.14, 5.2.3, 7, 11.3.1

## **Mutual Responsibility**

### **6.2**

## **Nonconforming Work, Acceptance of**

9.4.3, 9.8.3, **12.3**

Nonconforming Work, Rejection and Correction of

2.3, 2.4, 3.2.3, 3.7.3, 9.4.3.3, 9.8.2, 9.8.3, 9.9.1,  
11.1.1, 12.2.2.1, 12.2.3, 12.2.4, 12.2.5

Notice

1.5, 2.1.2, 2.2.1, 2.4, 3.2.4, 3.3.1, 3.7.1, 3.7.2, 3.7.5,  
3.9.2, 3.12.9, 5.2.1, 6.3, 9.4.1, 9.7, 9.10.1, 9.10.2,  
10.2.2, 10.2.6, 10.2.8, 10.3.2, 11.3.6, 12.2.2.1, 13.3,  
13.5.1, 13.5.2, 14.1.2, 14.2.2, 14.4.2, 15.1.2, 15.1.4,  
15.1.5.1, 15.2, 15.4.1

## **Notice of Claims**

3.7.2, 10.2.8, **15.1.2, 15.4.1**

Notice of Testing and Inspections

13.5.1, 13.5.2

Notices, Permits, Fees and

3.7, 7.3.7, 10.2.2

Observations, On-Site

3.2.1, 9.5.1, 12.1.1

Occupancy

2.2.2, 9.6.6, 9.9, 11.3.1.5

On-Site Inspections

4.2.2, 9.10.1, 9.4.4, 9.5.1

Orders, Written

4.2.7, 4.2.18, 4.2.20

## Other Contracts and Contractors

1.1.4, 3.14.2, 4.2.9, 6, 11.3.7, 12.1.2

## OWNER

### 2

#### Owner, Definition of

2.1.1

#### Owner, Information and Services Required of the

2.1.2, **2.2**, 4.2, 6.1.2, 6.1.3, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.2, 10.3.3, 11.2, 11.3, 13.5.1, 13.5.2, 14.1.1, 14.1.3, 15.1.3

#### Owner's Authority

1.5, 2.1.1, 2.3, 2.4, 3.4.2, 3.12.10, 3.14.2, 4.1.2, 4.1.3, 4.2.8, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2, 7.3.1, 8.2.2, 9.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.3.3, 11.3.10, 12.2.2.1, 12.3, 13.5.2, 14.2, 14.3.1, 14.4, 15.2.7

#### Owner's Financial Capability

2.2.1, 13.2.2, 14.1.1

#### Owner's Liability Insurance

### 11.2

#### Owner's Relationship with Subcontractors

1.1.2, 5.2.1, 5.3, 5.4.1, 9.6.4, 9.10.2, 14.2.2

#### Owner's Right to Carry Out the Work

**2.4**, 12.2.4, 14.2.2

#### Owner's Right to Clean Up

### 6.3

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

### 6.1

#### Owner's Right to Stop the Work

### 2.3

#### Owner's Right to Suspend the Work

14.3

#### Owner's Right to Terminate the Contract

14.2

#### Ownership and Use of Drawings, Specifications and Other Instruments of Service

1.1.1, 1.1.5, **1.5**, 1.6, 3.11, 3.12.10, 3.17, 4.2.14, 4.2.18, 4.2.20

#### Partial Occupancy or Use

**9.9**, 11.3.1.5

#### Patching, Cutting and

**3.14**, 6.2.5

#### Patents and Copyrights, Royalties

### 3.17

#### Payment, Applications for

4.2.1, 4.2.7, 4.2.15, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.7, 9.10.1, 9.10.3, 9.10.5, 11.1.3

#### Payment, Certificates for

4.2.15, 7.3.9, 9.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 15.1.3

#### Payment, Failure of

9.4.1, 9.5, **9.7**, 14.1.1.3

#### Payment, Final

4.2.1, 9.8.2, **9.10**, 11.1.2, 11.3.1, 11.3.5, 12.3, 15.2.1

#### Payment Bond, Performance Bond and

5.4.1, 7.3.7, 9.6.7, 9.10.2, 9.10.3, 11, **11.4**

## Payments, Progress

9.3.1, 9.4.2, **9.6**

## PAYMENTS AND COMPLETION

### 9, 14

#### Payments to Subcontractors

5.4.2, 9.3, 9.5.1.3, 9.5.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 9.10.5, 14.2.1.2

#### PCB

10.3.1

#### Performance Bond and Payment Bond

5.4.1, 7.3.7, 9.6.7, 9.10.2, 9.10.3, 11, **11.4**

#### Permits, Fees, Notices and Compliance with Laws

2.2.2, **3.7**, 7.3.7.4, 10.2.2

## PERSONS AND PROPERTY, PROTECTION OF

### 10

#### Polychlorinated Biphenyl

10.3.1

#### Product Data, Definition of

3.12.2

#### Product Data and Samples, Shop Drawings

3.11, **3.12**, 4.2.9, 4.2.10, 4.2.14

#### Progress and Completion

**8.2**, 9.3.1, 9.4.2, 9.6, 9.8, 9.10, 14.2.4, 15.1.6

#### Progress Payments

9.3.1, 9.4.2, **9.6**

#### Project, Definition of

### 1.1.4

#### Project Representatives

4.2.16

#### Property Insurance

10.2.5, **11.3**

#### Project Schedule

3.10.1, 3.10.3, 3.10.4, 4.2.2, 4.2.3, 4.2.4

## PROTECTION OF PERSONS AND PROPERTY

### 10

#### Regulations and Laws

1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14.1.1, 14.2.1, 15.2.8, 15.4

#### Rejection of Work

3.5, 4.2.8, 12.2.1

#### Releases of and Waivers and of Liens

9.10.2

#### Representations

1.3, 2.2.1, 3.5, 3.12, 6.2.2, 8.2.1, 9.3.3, 9.4.3, 9.5.1, 9.8.2, 9.10.1

#### Representatives

2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.2, 4.2.10, 5.1.1, 5.1.2, 13.2.1

#### Requests for Information

4.2.20

#### Resolution of Claims and Disputes

15

#### Responsibility for Those Performing the Work

3.3.2, 3.7.3, 3.12.8, 3.18, 4.2.2, 4.2.5, 4.2.8, 5.3, 6.1.2, 6.2, 6.3, 9.5.1, 9.8.2, 10

## Retainage

9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3

## Review of Contract Documents and Field Conditions by Contractor

1.2.2, **3.2**, 3.7.3, 3.12.7

Review of Contractor's Submittals by Owner, Construction Manager and Architect

3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 5.2, 9.2, 9.8.2

Review of Shop Drawings, Product Data and Samples by Contractor

3.12.5

## Rights and Remedies

1.1.2, 2.3, 2.4, 3.7.4, 3.15.2, 4.2.8, 5.3, 5.4, 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

## Royalties, Patents and Copyrights

### 3.17

Rules and Notices for Arbitration  
15.4

## Safety of Persons and Property

**10.2**, 10.3, 10.4

## Safety Precautions and Programs

3.3.1, 3.12, 4.2.5, 5.3, **10.1**, 10.2, 10.3, 10.4

Samples, Definition of

3.12.3

## Samples, Shop Drawings, Product Data and

3.11, **3.12**, 4.2.9, 4.2.10

## Samples at the Site, Documents and

### 3.11

## Schedule of Values

**9.2**, 9.3.1

Schedules, Construction

3.10, 3.12.1, 3.12.2, 6.1.2, 15.1.5.2

Separate Contracts and Contractors

1.1.4, 3.12.5, 3.14.2, 4.2.6, 4.2.11, 6, 8.3.1, 12.1.2

Shop Drawings, Definition of

3.12.1

## Shop Drawings, Product Data and Samples

3.11, **3.12**, 4.2.9, 4.2.10, 4.2.14

## Site, Use of

**3.13**, 6.1.1, 6.2.1

Site Inspections

3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2.2, 4.2.3, 4.2.15, 9.4.3.3, 9.8.3, 9.9.2, 9.10.1, 13.5

Site Visits, Architect's

3.7.4, 4.2.2, 4.2.15, 9.8.3, 9.9.2, 9.10.1, 13.5

Special Inspections and Testing

4.2.8, 12.2.1, 13.5

Specifications, Definition of

1.1.6

## Specifications

1.1.1, **1.1.6**, 1.2.2, 1.5, 3.11, 3.12.10, 3.17, 4.2.14

Staffing Plan

4.2.3

Statute of Limitations

12.2.5, 13.7, 15.4.1.1

Stopping the Work

2.3, 9.7, 10.3, 14.1

## Stored Materials

6.2.1, 9.3.2, 10.2.1.2, 10.2.4

Subcontractor, Definition of

5.1.1

## SUBCONTRACTORS

### 5

Subcontractors, Work by

1.2.2, 3.3.2, 3.12.1, 4.2.5, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7

## Subcontractual Relations

**5.3**, 5.4, 9.3.1.2, 9.6.2, 9.6.3, 9.10, 10.2.1, 14.1, 14.2

Submittals

3.2.3, 3.10, 3.11, 3.12, 4.2.9, 4.2.10, 4.2.11, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3

Submittal Schedule

3.10.2, 3.12.5, 4.2.9, 4.2.10

## Substantial Completion

8.1.1, 8.1.3, 8.2.3, 9.4.3.3, **9.8**, 9.9.1, 9.10.3, 12.2.1, 12.2.2, 13.7

Substantial Completion, Definition of

9.8.1

Substitution of Subcontractors

5.2.3, 5.2.4

Substitution of Architect

4.1.4

Substitution of Construction Manager

4.1.4

Substitutions of Materials

3.4.2, 3.5, 7.3.8

Sub-subcontractor, Definition of

5.1.2

Subsurface Conditions

3.7.4

## Successors and Assigns

### 13.2

## Superintendent

**3.9**, 10.2.6

## Supervision and Construction Procedures

1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.3, 4.2.5, 4.2.8, 4.2.9, 4.2.10, 4.2.11, 6.1.3, 6.2.4, 7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.3.3, 10, 12, 14, 15.1.3

Surety

5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7

Surety, Consent of

9.10.2, 9.10.3

Surveys

1.1.7, 2.2.3

## Suspension by the Owner for Convenience

### 14.3

Suspension of the Work

5.4.2, 14.3

Suspension or Termination of the Contract

5.4.1.1, 14

## Taxes

**3.6**, 3.8.2.1, 7.3.7.4

## Termination by the Contractor

**14.1**, 15.1.6



## **Termination by the Owner for Cause**

5.4.1.1, **14.2**, 15.1.6

## **Termination by the Owner for Convenience**

### **14.4**

Termination of the Contractor

14.2.2

## **TERMINATION OR SUSPENSION OF THE CONTRACT**

### **14**

### **Tests and Inspections**

3.1.4, 3.3.3, 4.2.2, 4.2.6, 4.2.8, 9.4.3.3, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, **13.5**

### **TIME**

### **8**

### **Time, Delays and Extensions of**

3.2.4, 3.7.4, 5.2.3, 7.2, 7.3.1, 7.4, **8.3**, 9.5.1, 10.3.2, 14.3.2, 15.1.5, 15.2.5

Time Limits

2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.1, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.4.2, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.4, 12.2, 13.5, 13.7, 14, 15

### **Time Limits on Claims**

3.7.4, 10.2.8, **13.7**, 15.1.2

Title to Work

9.3.2, 9.3.3

### **Transmission of Data in Digital Form**

### **1.6**

## **UNCOVERING AND CORRECTION OF WORK**

### **12**

### **Uncovering of Work**

### **12.1**

Unforeseen Conditions, Concealed or Unknown

3.7.4, 8.3.1, 10.3

Unit Prices

7.3.3.2, 7.3.4

Use of Documents

1.1.1, 1.5, 2.2.5, 3.12.6, 5.3

## **Use of Site**

**3.13**, 6.1.1, 6.2.1

## **Values, Schedule of**

**9.2**, 9.3.1

Waiver of Claims by the Architect

13.4.2

Waiver of Claims by the Construction Manager

13.4.2

Waiver of Claims by the Contractor

9.10.5, 13.4.2, 15.1.6

Waiver of Claims by the Owner

9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.4.2, 14.2.4, 15.1.6

Waiver of Consequential Damages

14.2.4, 15.1.6

Waiver of Liens

9.10.2, 9.10.4

### **Waivers of Subrogation**

6.1.1, **11.3.7**

### **Warranty**

**3.5**, 4.2.15, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2

Weather Delays

15.1.5.2

### **Work, Definition of**

### **1.1.3**

Written Consent

1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.3, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 10.3.2, 11.4.1, 13.2, 13.4.2, 15.4.4.2

Written Interpretations

4.2.17, 4.2.18

### **Written Notice**

2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 5.3, 5.4.1.1, 8.2.2, 9.4, 9.5.1, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 12.2.2, 12.2.4, **13.3**, 13.5.2, 14, 15.4.1

Written Orders

1.1.1, 2.3, 3.9, 7, 8.2.2, 12.1, 12.2, 13.5.2, 14.3.1, 15.1.2



# Job Safety Analysis (JSA) Sign-in Sheet

Date

## General Information

JSA Number

Job Number

Contractor

Weather

## Hazardous Materials

Has material storage area been identified?

☐ Yes

☐ No

Have SDS been reviewed and are they readily available?

☐ Yes

☐ No

### Type of Material and Quantity

Material

Quantity

Material

Quantity

Material

Quantity

Are evacuation routes clear, and do employees know the location of the muster areas?

☐ Yes

☐ No

## Inspection

**Cords** - ground present; cord proper for tool and environment; insulation intact?

☐ Yes

☐ No

☐ N/A

**Ladders** - max load capacity stickers; steps, feet, and framing in good condition?

☐ Yes

☐ No

☐ N/A

**Tools** - cords in good condition; proper for the job?

☐ Yes

☐ No

☐ N/A

**Rigging** - no cuts or frays; safety latches, proper for the job?

☐ Yes

☐ No

☐ N/A

**Fall Protection** - required > 6', engineered system, PPE inspected and functional?

☐ Yes

☐ No

☐ N/A

Number of Employees working on the task

## Sign-In Sheet

Print

Signature

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List all previously unknown hazards on the back side of this form.

Previously Unknown Hazards

Basic Steps	Potential Hazards	Controls

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SECTION 007316  
INSURANCE REQUIREMENTS

**1. GENERAL**

- 1.1. Trade Contractor shall provide general liability insurance, including comprehensive, products and completed operations, hazards, contractual and independent Contractors, as well as automobile liability, workman's compensation and employee liability coverage on all their employees and their Subcontractors' employees engaged in executing this Contract and to provide all other insurance coverage required by the Contract Documents to the Prime Contract.
- 1.2. The Trade Contractor agrees that the insurance coverage required by contract shall be continued throughout the duration of the warranty period specified by the contract. For Contracts that require Pollution Insurance coverage, such coverage shall be continued for three years beyond the substantial completion date of the project, or as specified by the Prime Contract, whichever duration is greater. Upon request by Clark Construction/ Axiom Construction Services and/or Owner, Trade Contractor shall provide evidence/proof of insurance that the insurance coverage is being continued throughout the period specified by contract.
- 1.3. Trade Contractor shall carry, and require its Subcontractors to carry, identical insurance to that which the Construction Manager is required to carry under the Prime Contract. Trade Contractor's insurance shall include contractual liability coverage applicable to its obligations pursuant to this Contract.
- 1.4. Trade Contractor shall cause its insurance carriers to add the Construction Manager as an additional named insured on all such policies excluding Workers Compensation and automobile insurance prior to commencement of Work. Trade Contractor's insurance carriers shall be directed to notify the Construction Manager (thirty) 30 days in advance of cancellation of any insurance coverage required herein. The additional insured endorsement included on the Trade Contractor's operations performed by or on behalf of the Trade Contractor. If the additional insureds have other insurance which is applicable to the project, such other insurance shall be on an excess or contingent basis. The amount of the insurer's liability under this insurance policy shall not be reduced by the existence of such other insurance.
- 1.5. As a condition of being awarded a Contract, the Trade Contractor must provide Clark Construction Company/ Axiom Construction Services with satisfactory evidence of insurance coverage as follows. (Refer to sample Certificate of Insurance included in Certificates and Other Forms Section).
  - A. Certificate of Insurance must be provided on the ACORD Certificate Form #25 or 25-S.
  - B. AM Best rating for each insurance carrier shall be at A, V or better.
  - C. The issuing company shall provide a thirty (30) day written notice of cancellation to the certificate holder.
  - D. The Owner, Clark Construction Company and Axiom Construction Services and the Architect/Engineer shall be listed on the Certificate as "Additional Insured's" on the General Liability policy. The additional insured status shall include On-going Operations using ISO General Liability Form #CG 20 10 01 and Products &

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SECTION 007316  
INSURANCE REQUIREMENTS

Completed Operations using **ISO General Liability Form #CG 2037 10 01** or the insurance companies equivalent coverage endorsement.

- E. Clark Construction Company/ Axiom Construction Services is the Certificate Holder.
- 1.6. The Trade Contractor shall purchase from and maintain a company or companies' lawfully licensed and authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Trade Contractor from claims set forth which may arise out of or result from the Trade Contractor's operations under the Contract and for which the Trade Contractor may be legally liable whether such operations be performed by the Trade Contractor or by a Subcontractor or by anyone for whose acts any of them may be liable:
- A. Claims under workers' compensation disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
  - B. Claims for damages because of bodily injury, occupational sickness, disease or death of the Trade Contractor's employees;
  - C. Claims for damages because of bodily injury, sickness or disease or death of a person other than the Trade Contractor's employees;
  - D. Claims for damages insured by usual personal injury liability coverage which are sustained (1), by a person as a result of an offense directly or indirectly related to employment of such person by the Trade Contractor, or (2) by another person;
  - E. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
  - F. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of motor vehicle;
  - G. Claims involving contractual liability insurance applicable to the Trade Contractor's obligations under the Contract;
  - H. The Trade Contractor's liability insurance shall be written on a Commercial General Liability basis with coverage at least as broad as an **ISO General Liability Endorsement CG 0001 12 04** or later revised version and such coverage shall specifically include but shall not be limited to:
    - 1. Premises/Operations;
    - 2. Independent Trade Contractor's Protective;
    - 3. Products and Completed Operations;
    - 4. Personal Injury Liability with Employment Exclusion deleted;
    - 5. Contractual, including coverage for Trade Contractor's obligations under its Contract;
    - 6. Owned, non-owned and hired motor vehicles; and



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SECTION 007316  
INSURANCE REQUIREMENTS

7. Broad Form Property Damage including Completed Operation.

- 1.7. The Trade Contractor shall, for the protection and benefit of the Owner, Clark Construction Company and Axiom Construction Services and the Architect/Engineer (hereinafter these parties are collectively referred to as "Trade Contractor Indemnities") and the Trade Contractor and as part of the Trade Contractor's efforts to satisfy the insurance obligation of Section 1. Procure, pay for and maintain in full force and effect at all times during the performance of the Trade Contractor's Work until final acceptance of the Trade Contractor's Work or for such duration as required policies of insurance issued by a responsible carrier or carriers acceptable to the Owner and Clark Construction Company/ Axiom Construction Services which afford the coverages in the limits set forth below:

2. **LIMITS OF LIABILITY** Note: These limits are a minimum. Refer to Prime Contract and provide greater limits if required.

- 2.1. **Commercial General Liability** including Premises – Operations; Independent Trade Contractor's Protective; Products and Completed Operations; Broad Form Property Damage; Personal and Advertising Injury.

- A. General Aggregate shall not be less than \$2,000,000/per occurrence and it shall apply in total to this project only using the **ISO General Liability Endorsement CG 2503 03 97** or Trade Contractor's Insurance Carrier's equivalent coverage endorsement.
- B. Products – Completed/Operations Aggregate shall not be less than \$2,000,000 aggregate limit.
- C. Personal and Advertising Injury shall not be less than \$1,000,000 aggregate.
- D. Each Occurrence shall not be less than \$1,000,000.
- E. Fire Damage shall not be less than \$100,000 on any one (1) fire.
- F. Medical Expense shall not be less than \$10,000 on any one (1) person.
- G. Property Damage Liability shall provide X, C and U coverages.
- H. Broad Form Property Damage coverage shall include completed operations.
- I. All such insurance shall be written on an occurrence basis.

2.2. **Automobile Liability**

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

2.3. **Excess Liability**

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SECTION 007316  
INSURANCE REQUIREMENTS

- A. The Umbrella Form is to be provided.
  - B. Each Occurrence shall not be less than \$5,000,000 over primary insurance.
  - C. Self-Insured Retention (SIR) shall not be more than \$10,000 for each occurrence.
  - D. All such insurance shall be written on an occurrence basis.
- 2.4. **Workers Compensation and Employers Liability** (including the Proprietor/Partners/Executive Officers)
- A. Workers Compensation coverage shall be at least as broad as an **ISO**
  - B. **Workers Compensation Endorsement WC 00 03 13** or insurance companies equivalent endorsement.
  - C. Each Accident shall not be less than \$500,000.
  - D. Disease – Policy Limit shall not be less than \$500,000.
  - E. Disease – Each Employee shall not be less than \$500,000.
  - F. All such insurance shall be written on an occurrence basis.
- 2.5. **Pollution Liability**
- A. Trade Contractors responsible for remediation, including containerization, transportation, or disposal of any hazardous or toxic wastes, materials, or substances requiring permits or licenses by state or Federal Law or regulation shall maintain Pollution Legal Liability Insurance with limit no less than \$5,000,000.
  - B. Coverage shall apply to sudden and gradual pollution legal liability including defense costs and completed operations.
  - C. All such insurance shall be written on an occurrence basis.
- 2.6. The Trade Contractor hereby agrees to deliver to Clark Construction Company and Axiom Construction Services within seven (7) days of the date of the Contract and prior to any equivalent or personnel being brought onto the Project site, certified copies of all insurance policies procured by the Trade Contractor or with consent of the Owner and Clark Construction Company Certificates evidencing the required coverages with limits not less than those specified in Section 1.5 hereto. Trade Contractor's indemnities shall be included as additional insured on Trade Contractor's Commercial General Liability Policy and shall be primary coverage to any valid and collectible insurance carried separately by any of the Trade Contractor's Indemnities. Further, all policies and Certificates of Insurance shall expressly provide that not less than thirty (30) days prior written notice shall be given the Owner, Clark Construction Company and Axiom Construction Services, and the Trade Contractor's Indemnities in the event of material alteration, cancellation, non-renewal or expiration of the coverage contained in such policy or evidenced by such certified copy or Certificate of Insurance.

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SECTION 007316  
INSURANCE REQUIREMENTS

- 2.7. In no event shall any failure of Clark Construction Company and Axiom Construction Services to receive certified copies or certificates of policies required under Section 1.0 or to demand receipt of such certified copies or certificates prior to the Trade Contractor commencing the Work be construed as a waiver by the Owner, and Clark Construction Company and Axiom Construction Services, of the Trade Contractor's obligations to obtain insurance pursuant to this Section 1.0. The obligation to procure and maintain any insurance required by this Section 1.0 is a separate responsibility of the Trade Contractor and independent of the duty to furnish a certified copy or certificate of such insurance policies.
- 2.8. If the Trade Contractor fails to purchase and maintain or require to be purchased and maintained, any insurance required under this Section, the Owner, or Clark Construction Company/ Axiom Construction Services, may, but shall not be obligated to, upon five (5) days written notice to the Trade Contractor, purchase such insurance on behalf of the Trade Contractor and shall be entitled to be reimbursed by the Trade Contractor upon demand, or deduct the cost of insurance from the Contract amount.
- 2.9. When any required insurance, due to the attainment of a normal expiration date or renewal date shall expire, the Trade Contractor shall supply the Owner and Clark Construction Company/ Axiom Construction Services Certificates of Insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage as is required by this Section. In the event any renewal or replacement policy, for whatever reason obtained or required is written by a carrier other than that with whom the coverage was previously placed or the subsequent policy differs in any way from the previous policy, the Trade Contractor shall also furnish the Owner and Clark Construction Company/ Axiom Construction Services with a certified copy of the renewal or replacement policy unless, Clark Construction Company/ Axiom Construction Services provides the Trade Contractor with prior written consent to submit only a Certificate of Insurance for any such policies. All renewal and replacement policies shall be in form and substance satisfactory to the Owner and Clark Construction Company/ Axiom Construction Services.
- 2.10. Any aggregate limit under the Trade Contractor's liability insurance shall, by endorsement, apply to this Project separately.
- 2.11. The Trade Contractor shall cause each of its Subcontractors to (1) procure insurance reasonably satisfactory to the Owner and Clark Construction Company/ Axiom Construction Services, and (2) name the Trade Contractor, the Owner, Clark Construction Company/ Axiom Construction Services, and Architect as additional insured under the Subcontractor's comprehensive general liability policy. The additional insured endorsement included on the Subcontractor's comprehensive general liability policy shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the Subcontractor. If additional insured have other insurance which is applicable to the Project, such other insurance shall be for the purpose hereof, on an excess or contingent basis. The amount of the insurer's liability under this insurance policy shall not be reduced by the existence of such other insurance.
- 2.12. The Trade Contractor shall provide for the Owner, Clark Construction Company/ Axiom Construction Services, and Architect as additional named insured parties under the comprehensive general liability insurance and completed operations required herein, and the insurance shall be primary and non-contributory.

**3. INDEMNIFICATION**

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SECTION 007316  
INSURANCE REQUIREMENTS

- 3.1. The Trade Contractor shall secure, defend, protect, hold harmless and indemnify the Owner, Clark Construction Company/ Axiom Construction Services, including any party that Clark Construction Company/ Axiom Construction Services is required to indemnify, the Architect and any of their respective agents, servants and employees against any liability, loss, claims, demands, suits, costs, fines, attorney fees, and any expenses whatsoever arising from bodily injury, sickness, disease (including death resulting therefrom), of any persons, or the damage or destruction of any property or Work required by this Contract including loss of use, arising out of, or in connection with, the performance of any Work relating to this Contract including additional Work assigned to the Trade Contractor, based upon any act or omission, negligent or otherwise, (including active or passive negligence) of (a) the Trade Contractor or any of its agents, employees or servants, (b) any Sub/Subcontractor, supplier, or materialman of the Trade Contractor, or any agents, employees or servants thereof, (c) any other person or persons. The obligations of indemnification contained herein shall exclude only those matters in which the claim is caused by the sole negligence of the Owner, the Architect, Clark Construction Company/ Axiom Construction Services, or any of their respective agents, servants and employees. The obligations herein shall apply regardless of whether such suits, damages, judgments, liabilities, interest, attorney fees, costs, etc., are caused in part by a party indemnified hereunder or by anyone acting under their direction, control, or on their behalf. Also the obligations herein 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 Trade Contractor under workmen's compensation act, disability benefits act or other employee benefits act. This obligation for Indemnification shall survive the completion of the Contract.
- 3.2. In the event an Indemnified Party (Clark Construction Company/ Axiom Construction Services, the Owner, the Architect) takes any action, to enforce the Indemnification Provision (3.1) the Indemnified Party shall be entitled to payment of actual attorney fees and costs incurred including all actual attorney fees and costs incurred by the Indemnified Party to enforce the Indemnification Provision from the Trade Contractor.

**4. WAIVER OF SUBROGATION**

- 4.1. A waiver of subrogation shall be provided by the Trade Contractor's insurance carrier for general liability and workers compensation related claims.

END OF SECTION



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SECTION 012100  
ALLOWANCES

1. **GENERAL**

- 1.1 No bid allowance included.

END OF SECTION

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SECTION 012300  
ALTERNATES

**1. GENERAL**

- 1.1. Drawings and General Provisions of the Contract, including General and Supplementary Conditions, Division 00 - Procurement and Contracting Requirements and Division 01-General Requirements Specifications and Addenda, apply to the Work of this Section.
- 1.2. Alternate Work shall include miscellaneous devices, accessories and other items incidental to or required for a complete installation whether or not indicated as part of the alternate.
- 1.3. Base Bid amounts shall be in accordance with the Bid Documents and shall not include additional or deducted costs for alternates.
- 1.4. Cost for Labor and Material Performance and Payment Bonds, if such bonds are required by the Contract Documents, shall be included in the cost of the alternate.

**2. VOLUNTARY ALTERNATES**

- 2.1. Bidders may propose alternative materials to those specified in the form of a Voluntary Alternate.
- 2.2. Proposals for voluntary alternates shall accompany the base Bid with additional cost to or cost to be deducted from the base Bid amount. Voluntary Alternate costs shall not be included in the base Bid amount.

**3. SPECIFIED ALTERNATES**

- 3.1. Alternate material or Work to the base Bid is itemized and described in TMP's Project Manual Section 01 2300 Alternates.
- 3.2. Bidders shall carefully review the proposed alternate to be fully informed as to the material, incidental material and Work to be performed. Bidder shall not later than five (5) days prior to the Due Date for receipt of Bids, make written request for interpretation or correction of any ambiguity, inconsistency or error discovered.
- 3.3. Each Bidder shall submit with its Bid in the space provided on the Bid Form alternate Bids stating the additions to or deductions from the base Bid lump sum amount for substituting, omitting, adding, changing, or altering materials, equipment or construction from that indicated on the Drawings and/or Specifications.
- 3.4. The Owner reserve the right to waive any irregularities, to accept or reject in whole or in part, any or all alternates, which in its opinion serve the Owner's best interest.

END OF SECTION

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SECTION 012600  
CONTRACT MODIFICATION PROCEDURES

**1. GENERAL**

- 1.1. Trade Contractors shall not proceed with any Change in the Work without written direction to proceed by the Construction Manager. Increases to the Contract will not be allowed for any extra Work performed by the Trade Contractor without this written authorization to perform the Work.
- 1.2. The Architect may issue documentation for Changes in the Scope of Work in the form of Bulletins or other form as provided in the Contract Documents. The Construction Manager may issue documentation for minor Changes in the Work.

**2. PROCESS**

- 2.1. Change documentation issued by the Architect to the Construction Manager for review will in turn be transmitted to the affected Trade Contractors for quotation of cost.
- 2.2. The Trade Contractor shall provide written quotations for Changes in the Work within seven (7) days unless otherwise noted in the request for quotation.
- 2.3. Written quotations shall be broken down in detail as required by Clark Construction Company. Quotation breakdown for Changes in the Work as a minimum shall include actual labor cost (hours x Clark/Axiom Construction Company approved direct labor cost), itemized material cost, itemized equipment cost, overhead and profit.
- 2.4. The Trade Contractor shall submit a response to the Construction Manager regarding the proposed Change within the specified time period regardless of whether the Change involves a Change in the Contract price or not.
- 2.5. Should the Trade Contractor fail to respond within the specified time period, and after a second request by the Construction Manager and still no response received from the Trade Contractor within an additional seven (7) days, the Construction Manager will assume that the Trade Contractor has reviewed the proposed Change document and that no additional costs are associated with the Work. The Trade Contractor shall be held to complete any Work associated with the Change at no increase to the Contract.
- 2.6. In the event of credits to the Contract for deleted Work which is not quoted by the Trade Contractor as noted above, the Construction Manager shall calculate a credit cost based on local industry standards for the Work and submit a quotation on behalf of the Trade Contractor and subsequently issue a deduct Change Order.
- 2.7. Upon acceptance of the proposed cost quotations by the Construction Manager, the Construction Manager will prepare and issue a Change Order for approval by the Architect and Owner.

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SECTION 012600  
CONTRACT MODIFICATION PROCEDURES

- 2.8. Following approval of the Trade Contractor quotation by the Architect and Owner, the Construction Manager will issue a Change Order to the Trade Contractor for the Change in Work. Only after receipt of the written Change Order from the Construction Manager and execution by the Trade Contractor may the Trade Contractor include related Work on its Application for Payment.
- 2.9. The Construction Manager may direct the Trade Contractor in writing to proceed with the Work at any point in time prior to formal approval of the Change Order. The Trade Contractor shall promptly proceed with the Work.
- 2.10. The Construction Manager reserves the option to instruct a Trade Contractor to proceed with Work on a time and material cost basis.

**3. COMPENSATION FOR CHANGES IN THE WORK**

- 3.1. The price to be paid for Change in the Work shall be the actual and reasonable cost of:
- A. Necessary materials (including transportation to the site); plus
  - B. Necessary direct labor cost (direct labor shall be limited to amounts paid to employees for hourly wages, fringe benefits, and payroll taxes). (Refer to “Labor Rate Calculation” form included in Certificates and Forms section); plus
  - C. All insurance required by reason of the performance of the extra Work; plus
  - D. Payments required to be made to labor organizations under existing labor agreements, plus;
  - E. Sales and personal property taxes, if any, required to be paid on materials incorporated in such extra Work, plus;
  - F. Maintenance, operation, and rental of, or reasonable rental value of, contractor-owned, necessary plant and equipment other than small tools (including gas, oil, electric current, etc.); plus
  - G. Necessary installation and dismantling of such plant and equipment (including transportation to and from the site), if any items; plus
  - H. For Work performed by Trade Contractor’s own forces fifteen percent (15%) of the total of Items A through G as compensation for all other items of cost or expense including administration, overhead, general superintendence, small tools and profit; plus
  - I. For Work performed by Trade Contractor’s subcontractors – Trade Contractor shall add five percent (5%) of the total subcontractor cost (unless otherwise required by Clark Construction Company’s Contract with the Owner) as

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SECTION 012600  
CONTRACT MODIFICATION PROCEDURES

compensation for all other items of cost or expense including administration, overhead, general superintendence, small tools and profit for Trade Contractors.

- J. For Work performed by Trade Contractor's subcontractors – subcontractors for their work shall add fifteen percent (15%) (unless otherwise required by Clark Construction Company's Contract with the Owner) of the total of Items A through G as compensation for all other items of cost or expense including administration, overhead, general superintendence, small tools and profit for Trade Contractors.

- 3.2. Reference Certificates and Other forms 006200 for Sample Trade Contractor Change Order.

END OF SECTION



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SECTION 012900  
PAYMENT PROCEDURES

**1. GENERAL**

- 1.1. Payment procedures shall be strictly adhered to as a condition of payment.

**2. PROJECT START-UP DOCUMENTATION**

- 2.1. Prior to beginning Work at the Project site, the following documentation shall be submitted to and approved by Clark Construction Company/Axiom Construction Services:
- A. Current Certificate of Insurance with appropriate limits and Owner, Architect and Clark Construction Company/ Axiom Construction Services named as additional insured. Contract Number and project description shall be noted on the Certificate of Insurance. (Refer to “Insurance Requirements” section).
  - B. Contract must be returned executed and acceptable to the Owner.
  - C. Clark Construction Company “Safety Requirements” letter must be completed and fully executed.

**3. APPLICATION FOR PAYMENT**

- 3.1. All Applications for Payment shall be submitted in the AIA G702 and G703 format. Sample documents are enclosed. (Refer to “Certificates and Other Forms” section).
- 3.2. A Sworn Statement and Waivers of Lien as applicable shall be submitted with Applications for Payment. Applications which are not accompanied by an appropriate Sworn Statement will be rejected.
- 3.3. Payment applications which include application for payment for stored materials shall be accompanied by a Materials Stored Payment Form (Refer to “Certificates and Other Forms” section).
- 3.4. Applications are due at the office of Clark Construction Company 3535 Moores River Drive, Lansing, MI 48911 on or before the 25<sup>th</sup> of each month. Late billings will not be processed for payment. Late billings shall be resubmitted for payment the following month by the Trade Contractor.
- 3.5. The following shall be clearly stated on all Applications for Payment:
- A. Trade Contractor name
  - B. Address
  - C. Telephone number
  - D. Contract Number

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SECTION 012900  
PAYMENT PROCEDURES

- 3.6. All paperwork associated with each Application for Payment shall be fastened together as one package to avoid loss of items.

END OF SECTION

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SECTION 012973  
SCHEDULE OF VALUES

**1. GENERAL**

- 1.1. Trade Contractor shall submit to the Construction Manager for approval, as required by the Contract Documents, a Schedule of Values prior to award of Contract.
- 1.2. Trade Contractor shall submit to the Construction Manager for approval, a Schedule of Values prior to award of Contract.
- 1.3. Upon request by the Construction Manager, the Trade Contractor shall submit supporting data to substantiate the accuracy of the values provided.
- 1.4. The Schedule of Values as approved by the Construction Manager shall be used as the basis of all applications for payment.

**2. FORM OF SUBMITTAL**

- 2.1. The Schedule of Values shall be broken down sufficiently in accordance with the Contract Documents, and as approved by the Construction Manager for ease of assessment of work completed throughout performance of the Work.
- 2.2. Each line item value shall be broken down into labor and material components including overhead and profit. The aggregate value for all items shall be equal to the Contract sum.
- 2.3. Trade Contractor shall provide further breakdown as Work progresses if required by the Owner or Construction Manager.
- 2.4. The following items shall be included in the Schedule of Values as a minimum:
  - A. Performance and Labor and Material Payment Bonds (if applicable)
  - B. Mobilization
  - C. Field Supervision, Layout, Barricades and Safety Precautions, Temporary Office and Equipment
  - D. Shop Drawings, Submittals and Samples
  - E. Project Clean-up
  - F. Closeout (The following cost shall be included in addition to the contract required retention amount)
    - 1. As-Built Documents 1.0% of Contract Amount
    - 2. Training and O&M Manuals 1.0% of Contract Amount
    - 3. Attic Stock Material 0.5% of Contract Amount
    - 4. Punchlist Completion 2.0% of Contract Amount

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SECTION 012973  
SCHEDULE OF VALUES

- |    |                   |                          |
|----|-------------------|--------------------------|
| 5. | Warranty          | 0.25% of Contract Amount |
| 6. | Consent of Surety | 0.25% of Contract Amount |

END OF SECTION

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SECTION 013119  
PROJECT MEETINGS

1. **GENERAL**

- 1.1. Trade Contractor, Project Manager and Superintendent and/or Foreman shall attend and participate in meetings indicated in this section and other meetings as required by the Construction Manager.
- 1.2. Trade Contractor representative attending meetings shall be fully informed and have authority to make decisions for the Trade Contractor.

2. **PRE-AWARD CONFERENCE**

- 2.1. Pre-Award Conference Meetings will be held prior to award of Contract to review conditions, requirements of the Contract and Scope of Work.

3. **PULL PLANNING MEETINGS**

- 3.1. Trade Contractor representatives shall attend One (1) Pull Planning Meeting (Project Master Scheduling) conducted by the Construction Manager. Trade Contractor representatives required to attend shall include at a minimum the Project Manager and the on-site Foreman. Representatives attending the meeting shall have detailed knowledge of the scope of work as well as trade hour requirements to accomplish the work.
- 3.2. Project Master Scheduling Meeting durations are typically 1 half day (4 hours).

4. **PRE-INSTALLATION MEETINGS**

- 4.1. Trade Contractor representative attending meetings shall be fully informed and have authority to make decisions for the Trade Contractor. In attendance should be the trade contractors' project manager and superintendent.
- 4.2. Pre-Installation Meeting Agenda
  - A. Drawing & Specification Review
  - B. Installation
  - C. Construction Schedule – Three Week Look Ahead Schedule
  - D. Testing & Inspections
  - E. Safety / Clean Up
  - F. Environmental Impacts
  - G. Warranty Requirements
  - H. Misc. / Other Items



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SECTION 013119  
PROJECT MEETINGS

5. **PROGRESS MEETINGS**

5.1. Attend Project Progress and Coordination Meetings held weekly by the Construction Manager and attended by others.

5.2. Progress Meeting Agenda

A. **SAFETY**

1. Clark Construction Company's Safety Policy
2. Tool Box Talks
3. Observed Violations/Safety Inspections
4. Housekeeping and clean-up
5. Temporary barricades, protection and lighting
6. Accident Reports
7. Material Safety Data Sheets (MSDS)
8. Emergency contacts

B. **ADMINISTRATION**

1. Review current Document List
2. Submittal status
3. Applications for Payment
4. Insurance/Bonds
5. Manpower reporting
6. Permits and approvals
7. Governmental issues
8. Eventual closeout requirement

C. **CHANGES IN WORK**

1. Potential Change Order Log/Bulletins/Field Orders
2. RFI Status Report
3. Change Orders

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SECTION 013119  
PROJECT MEETINGS

4. Cost related issues

D. FIELD OBSERVATIONS

1. Problem resolutions
2. Conflict resolutions
3. Quality Control/workmanship – Notice to Comply Log
4. Material storage and site staging issues
5. Installation procedures
6. Field condition issues
7. Design issues

E. SCHEDULE

1. Milestone dates
2. Short term schedule/three week look ahead schedule
3. Material/equipment deliveries
4. Long lead items
5. Manpower
6. Submittals
7. Sequencing/coordination issues
8. Occupancy issues – work completion and punchlist
9. Pre Task Plan

F. ENVIRONMENTAL ISSUES

1. Review operational controls for significant aspects
2. Complaints/corrective actions required

END OF SECTION

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SECTION 013323  
SHOP DRAWINGS, PROJECT DATA AND SAMPLES

**1. DEFINITIONS**

- 1.1. Shop drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Trade Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
- 1.2. Product data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Trade Contractor to illustrate a material, product or system for some portion of the Work.
- 1.3. Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

**2. SUBMISSION REQUIREMENTS**

- 2.1. All submission requirements shall adhere to the specifications outlined in TMP's project manual section 01 3000 Administrative Requirements.

**3. MANUFACTURER'S INSTALLATION INSTRUCTIONS**

- 3.1. When specified in individual Specification sections, submit manufacturer's printed instructions for delivery, storage, assembly, installation, start-up, adjusting and finishing, in quantities specified for product data.
- 3.2. Indicate special procedures, perimeter conditions requiring special attention and special environmental criteria required for application or installation.

**4. MANUFACTURER'S CERTIFICATES**

- 4.1. When specified in individual Specification sections, submit manufacturer's certificate for review, in quantities specified for product data.
- 4.2. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits and certifications as appropriate.
- 4.3. Certificates may be recent or previous test results on material or product, but must be acceptable to the Architect.

**5. TRADE CONTRACTOR RESPONSIBILITIES**

- 5.1. The Trade Contractor shall review, check, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the Work or in the Work of the Owner or any separate Trade Contractor, all shop drawings, product data and samples required by the Contract Documents.
- 5.2. Trade Contractor shall furnish shop drawings and coordinate with other Trade Contractors each condition in which coordination of the work is required for

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SECTION 013323  
SHOP DRAWINGS, PROJECT DATA AND SAMPLES

coordination dimensions, sequencing of the work, clash coordination and other information as required to acceptably complete the work.

- 5.3. Trade Contractor shall have sole responsibility for all dimensions associated with its work and shall not scale the Contract Drawings.
- 5.4. Shop drawings shall be thoroughly reviewed and approved by the Trade Contractor before submitting to the Construction Manager.
- 5.5. The Construction Manager will not review any shop drawings which are not reviewed and approved by the Trade Contractor prior to submittal.
- 5.6. By approving and submitting shop drawings, product data and samples the Trade Contractor represents that he has determined and verified all materials, field measurements and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- 5.7. Trade Contractors shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Construction Manager's or Architect/Engineer's review of shop drawings, product data or samples unless the Trade Contractor has specifically informed the Construction Manager in writing of such deviation at the time of submission and the Architect/Engineer has given written approval to the specific deviation.
- 5.8. The Trade Contractor shall not be relieved from responsibility for error or omissions in the shop drawings, product data or samples by the Construction Manager's review thereof.
- 5.9. The Trade Contractor shall direct specific attention, in writing or on resubmitted shop drawings, product data or samples, to revisions other than those requested by the Construction Manager on previous submittals.
- 5.10. No portion of the Work requiring submission of a shop drawing, product data or sample shall be commenced until the submittal has been approved by the Architect/Engineer. All such portions of the Work shall be in accordance with approved submittals.
- 5.11. After final review by the Architect/Engineer, the Trade Contractor shall furnish prints from the transparencies of all approved shop drawings, as required by construction operations in the field, to the Construction Manager for distribution to the Trade Contractor affected.
- 5.12. The requirements that corrections be made on shop drawings, or delay in resubmittal of shop drawings, shall not be justification for delay of the progress of the Work.

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SECTION 013323  
SHOP DRAWINGS, PROJECT DATA AND SAMPLES

- 5.13. Extreme care is to be used in distribution of all drawings, shop drawings, equipment cuts and operating instructions to protect the Owner. These items shall be kept in strict confidence and all copies shall be accounted for.

**6. ARCHITECT'S ACTION**

- 6.1. Except for submittals for the record and similar purposes, where action and return on submittals is required or requested, the Architect will review each submittal, mark with appropriate "action" and return as soon as possible. Where the submittal must be held for coordination, the Construction Manager will so advise the Trade Contractor.
- 6.2. The architect will stamp each submittal to be returned with a uniform, self-explanatory action stamp, appropriately marked.

END OF SECTION



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SECTION 013529  
TRADE CONTRACTOR HEALTH AND SAFETY PLAN

**1. GENERAL**

- 1.1. Clark/ Axiom Construction Company holds health and safety to be its highest priority at all times, under every circumstance.
  - A. Health and safety shall govern every course and method of action.
  - B. Potential risk to health and safety shall be evaluated prior to commencement of all work activities. Work practices shall be employed which create conditions free of potential injury.
  - C. An environment of concern for the health and safety of each person shall be promoted on the project site.
- 1.2. Trade Contractor shall be responsible to take all necessary precautions for the safety of employees, others working on the project site and the general public.
- 1.3. Trade Contractor shall comply with all applicable federal, state and local health, safety and environmental laws, codes and requirements.
- 1.4. Trade Contractor shall assure that each of its employees, and employees of its subcontractors and material suppliers on the project site are familiar with and abiding by all aspects of the Trade Contractor Health and Safety Plan.
- 1.5. Provisions contained herein shall not relieve the Trade Contractor of its obligations and liabilities under federal, state and local laws including all additions and revisions thereto. Nor shall any provision herein transfer obligations and/or liabilities of the Trade Contractor to Clark/ Axiom Construction Company.

**2. TRADE CONTRACTOR RESPONSIBILITIES**

- 2.1. Trade Contractors and subcontractors and material suppliers to the Trade Contractor at any tier shall comply with all health, safety and environmental requirements. Clark/ Axiom Construction Company shall have authority over such subcontractors and material suppliers at any tier to same extent it has over the Trade Contractor.
- 2.2. Trade Contractor Health and Safety Program and Hazard Communication Program Documentation:
  - A. Trade Contractor shall have in place and implement a comprehensive written Health and Safety and Hazard Communication Program. Trade Contractor shall ensure that all of its subcontractors and material suppliers at any tier adhere to the Health and Safety Program, Hazard Communication Program and all health, safety and environmental requirements of the Contract.
  - B. Trade Contractor, its subcontractors and material suppliers at any tier shall provide its current electronic Health and Safety Program and Hazard

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SECTION 013529  
TRADE CONTRACTOR HEALTH AND SAFETY PLAN

Communication Program to Clark/ Axiom Construction Company for review and acceptance as a condition of award of a Contract. Clark Construction Company will receive and keep such program on file to completion of the project.

- C. Trade Contractor shall ensure that subcontractors and material suppliers to the Trade Contractor at any tier have in place and implement a comprehensive Health and Safety and Hazard Communication Program.
- D. Trade Contractor and its subcontractors and material suppliers at any tier shall have on site and available at all times for its employees and Clark/ Axiom Construction Company, a current copy of its Health and Safety and Hazard Communication Program.
- E. Health and Safety and Hazard Communication Programs shall be supplemented by the Trade Contractor and any of its subcontractors and material suppliers at any tier with a project specific Health and Safety and Hazard Communication Plan ensuring compliance to all requirements of the Contract Documents and project conditions as required.

**2.3. Designated Safety Representative**

- A. Trade Contractor shall designate a safety representative from the site staff in addition to any craft safety representative when less than 40 employees of the Trade Contractor and/or subcontractor employees are working on the project site. Anytime 40 or more employees of the Trade Contractor and/or subcontractor employees are working on the project site the Trade Contractor shall have a full time safety representative on site responsible 100% of his/her time to health and safety.
- B. Trade Contractor shall provide Clark/ Axiom Construction Company with a contact telephone number of a representative of the Trade Contractor that can take action and may be contacted 24 hours per day, seven days per week in the event of an emergency.
- C. Safety Representative shall:
  - 1. have adequate training and experience as required by applicable regulations and be knowledgeable in health and safety aspects of the Work to be performed;
  - 2. have authority to make decisions and take action relative to health and safety on behalf of the Trade Contractor, its subcontractors and material suppliers;
  - 3. participate in Clark Construction Company Preconstruction Health and Safety Meetings, other project health and safety meetings and hazard

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SECTION 013529  
TRADE CONTRACTOR HEALTH AND SAFETY PLAN

identification walk-through meetings as required by Clark/ Axiom Construction Company; and

4. assure immediate correction of any health and safety and environmental issues by the Trade Contractor at the Trade Contractor's expense and report corrective action taken to Clark/ Axiom Construction Company in writing.

**2.4. Regulations/Compliance**

- A. Trade Contractor shall comply with the current Federal Occupational Safety and Health Act (OSHA), current State Health and Safety requirements, other applicable federal, state and local requirements, health and safety requirements of the (sub) Contract and environmental regulations.
- B. Cost of correction of health and safety infractions shall be paid by the Trade Contractor.

**2.5. Disciplinary Action/Termination**

- A. In response to Trade Contractor's failure to comply with health and safety and environmental requirements or otherwise performing in an un-safe manner Clark Construction Company shall have authority to:
  1. order immediate Work stoppage and corrective action to be taken by the Trade Contractor;
  2. withhold any payments due to the Trade Contractor; and
  3. take action to correct any issue which is not corrected by the Trade Contractor in an acceptable time period.
- B. Trade Contractor shall be responsible to ensure compliance by all employees, subcontractors and material suppliers' employees at any tier. Trade Contractor supervision unable or unwilling to secure safe performance by these employees shall be deemed unqualified and the Trade Contractor shall, upon direction of the Construction Manager, replace the unqualified person with a qualified person.
- C. Trade Contractor, subcontractor and material supplier employees as a condition of working on the project site shall comply with all health, safety and environmental regulations and requirements.
- D. In response to Trade Contractor, subcontractor and material supplier employee(s) failure to comply with health, safety and environmental requirements or otherwise performing in an unsafe manner, Clark/ Axiom

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SECTION 013529  
TRADE CONTRACTOR HEALTH AND SAFETY PLAN

Construction Company shall have authority to take action up to and including barring an individual from the project site.

1. Disciplinary actions may be implemented against employee(s) of the Trade Contractor, subcontractor and material supplier by Clark/ Axiom Construction in response to violations of health and safety and environmental requirements as follows:
  - a. first notice: verbal and/or written notification to the Trade Contractor;
  - b. second notice: written notification to the Trade Contractor;
  - c. third notice: termination of the employee from the project;
  - d. Clark/ Axiom Construction Company may at its discretion immediately bar the employee(s) in violation from the project site without a first or second notice if in the opinion of Clark Construction Company the violation warrants such action.

**2.6. Health and Safety Implementation Planning**

- A. Prior to the Trade Contractor beginning work on the project site the Trade Contractor shall develop and submit a detailed Project Specific Safety Plan as required by Clark Construction Company.
- B. The Project Specific Safety Plan shall be revised as project conditions and activities change.

**2.7. Employee Training**

- A. Trade Contractor shall provide health and safety training to each of its employees as required by governing health and safety authorities and shall provide training as required to perform specific duties in a safe manner.

**2.8. Daily Health, Safety and Environmental Job Safety Analysis (JSA)**

- A. Prior to commencement of work Trade Contractors will submit to Clark/ Axiom Construction the project specific JSA plans. JSA's will be reviewed by Clark personnel and accepted or sent back to the contractor for re-work. JSA's should identify all hazards and mitigation of such hazards for each work related tasks.
- B. On a daily basis **prior to performing the Work** the Trade Contractor supervisor or foreman shall submit a Job Safety Analysis (409FR041), for work to be performed, to Clark Construction Company's Superintendent. If there is extra work involved not previously noted on the JSA, then the

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SECTION 013529  
TRADE CONTRACTOR HEALTH AND SAFETY PLAN

supervisors will fill out the back portion of the Sign-In Sheet (409FR045) to identify new job steps and job hazards.

- C. JSA's shall identify sequence of Work, required personal protective equipment, potential hazards, other persons, property, potentially affected environment, and action to be taken to eliminate risks.
- D. JSA's shall be reviewed daily with all personnel involved in the execution of the Work and other personnel on site that may be affected or have need to be made aware.
- E. Trade Contractors will be required to perform a daily stretching program prior to each shift with Clark/ Axiom field representatives and other Trade Contractors.

**2.9. Meeting Attendance**

- A. All Trade Contractor employees shall be required to attend;
  - 1. A project orientation session the first day the employee is on the project site prior to start of any Work activity. Orientation sessions will be approximately one hour long;
  - 2. Weekly "Tool Box Talk" meetings shall be conducted by the Trade Contractor with topics of discussion relevant to the Work to be performed and project site conditions. Attendees shall sign the weekly "Tool Box" meeting notes. "Tool Box" meeting attendance sheets shall be submitted to Construction Manager;
  - 3. Other health, safety and environmental meetings as may be required by Clark/ Axiom Construction Company.

**2.10. Safety Guide Program**

- A. Each tradesperson, prior to beginning work on the project site, will be provided with and shall read thoroughly and understand Clark Construction Company's Safety Guide information (Refer to CCC Form )
- B. Tradespersons after fully understanding the information shall sign and return the Safety Guide to Clark Construction Company.
- C. All tradespersons working on the project site shall have Clark Construction Company's safety sticker on their hard hat signifying participation in the Safety Guide Program.

**2.11. BRAVO Program (Being Resistant Against Violations Openly)**



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SECTION 013529  
TRADE CONTRACTOR HEALTH AND SAFETY PLAN

- A. Trade Contractors shall actively participate in the BRAVO Program.
- B. The purpose of the BRAVO Program is to engage all persons on the project site in maintaining safety of self and others as the highest priority and to supportively encourage safe work practices by all.
- C. Trade Contractor onsite personnel are encouraged to actively identify safe work procedures and environments of other Trade Contractors and of others within their own firm.
- D. In the process of actively identifying safe work procedures and environments, each person is urged to detect any unsafe work procedures and environments.
  - 1. Trade Contractor personnel are encouraged to take action to prevent injury to others in the event an unsafe situation is observed. Action may include:
    - a. pointing out the potential threat to the individual(s) involved and suggesting the work be stopped and the situation corrected. This is approach may be appropriate under various circumstances; it should always be employed in the event of imminent danger;
    - b. promptly report the situation to the person's supervisor who in turn shall promptly report to a designated Clark/ Axiom Construction Company representative; or
    - c. promptly report the situation to a designated Clark/ Axiom Construction Company representative.
- E. Trade Contractors shall utilize Clark/ Axiom Construction Company BRAVO Observation cards to document both safe and if any, unsafe work procedures and environments.
  - 1. Each Trade Contractor shall submit a minimum of 2 completed BRAVO Observation cards per week to a designated Clark Construction Company representative.
  - 2. BRAVO Observation cards are a 2 sided card. One side for safe observations and the other for any unsafe observations.
  - 3. The intent of the information provided on a BRAVO Observation card is not to point fingers, rather to keep everyone mindful of safety being the project priority. As such BRAVO cards do not request the name of the firm for which the observation is being reported.

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SECTION 013529  
TRADE CONTRACTOR HEALTH AND SAFETY PLAN

- F. Clark Construction Company will employ an incentive program in appreciation of the onsite personnel “looking out” for one another by Being Resistant Against Violations (BRAVO).

**2.12. First Aid/CPR Training**

- A. Each Trade Contractor shall have a minimum of one First Aid/CPR trained person on the project site whenever work is being performed by its employees.
- B. Each Trade Contractor shall have a first aid supply kit on site available to its employees.

**2.13. Communication/Foreign Languages**

- A. In the event that one or more Trade Contractor employees working on site do not speak the English language fluently, the Trade Contractor shall assure that a minimum of one of its employees on site is fluent in the English language as well as the language of non-English speaking employee(s).
- B. The employee fluent in both languages shall be on site at all times when a non-English speaking employee is on site and shall have authority to make decisions and take action on behalf of the Trade Contractor.

**2.14. Housekeeping**

- A. Trade Contractors shall maintain the project free of debris.
- B. Thoroughly clean up on a daily basis and more frequently as required.
- C. Debris shall be transported to dumpsters on a daily basis.
- D. Material and equipment in storage and in use shall be located out of means of ingress, egress; stairways, walkways, etc.
- E. Location of stored material and equipment shall be coordinated with Clark Construction Company and other trades.

**3. HEALTH AND SAFETY ORIENTATION**

**3.1. General**

- A. Trade Contractor shall notify Clark/ Axiom Construction Company Superintendent of any employee arriving on the project site for the first time. Trade Contractor shall schedule a project-specific orientation sessions to be conducted prior to the employee performing work on-site. The orientation session will be conducted by a Clark Construction Company representative.

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SECTION 013529  
TRADE CONTRACTOR HEALTH AND SAFETY PLAN

- B. Trade Contractor shall provide project-specific orientation training with each of its employees specific to the work to be performed to assure a safe project environment for all.
- C. Trade Contractor shall assure that employees visiting the site for meetings, project review, or other “non-trade Work” related activities and walking into or through construction areas, shall attend an abbreviated Health and Safety Orientation Session.

**3.2. Orientation Sessions**

- A. The following topics may be reviewed at the Health and Safety Orientation Session.
  - 1. Trade Worker Orientation Sessions
    - a. Clark Construction Company site safety representative contact information
    - b. Emergency contact information
    - c. First Aid supply location
    - d. Personal protective equipment (PPE) and clothing requirements
    - e. Health and Safety General Rules
    - f. Clark Construction Company’s Safety Guide Program (to be signed by each Trade Contractor employee).
    - g. Fire Protection and Prevention Plan Hazard Communication Program and SDS file location
    - h. Accident and incident reporting
    - i. Environmental Program
    - j. Cell Phone and Electronic Device Policy
  - 2. Non-Trade Worker Orientation Sessions
    - a. Clark Construction Company’s site safety representative contact information
    - b. Emergency contact information
    - c. First Aid supply location

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SECTION 013529  
TRADE CONTRACTOR HEALTH AND SAFETY PLAN

- d. Personal protective equipment (PPE) and clothing requirements
- e. Cell Phone and Electronic Device Policy

**4. EMERGENCY RESPONSE PLAN**

**4.1. Medical Services**

- A. Prior to commencement of work Trade Contractor shall;
  - 1. make provisions for prompt medical attention in the event of a serious injury;
  - 2. ensure that adequate first aid supplies are easily accessible when needed;
  - 3. provide proper equipment for prompt transportation of the injured person to proper medical care or system for contacting necessary ambulance service;
- B. In the event of any incident or accident the following procedure shall ensue.
  - 1. Attend to the injured party and/or stabilize the area as may be required.
  - 2. Contact 911 as required.
  - 3. Notify Clark/ Axiom Construction Company's project superintendent when first aid is being administered.
  - 4. Assist in ascertaining and reporting events surrounding the incident or Accident.
  - 5. Trade Contractor or injured person shall;
    - a. Complete an Incident Observation Report (409FR012) and provide a copy to Clark Construction Company site safety representative.
    - b. Provide status reports to Clark Construction Company's site safety representative as conditions require.
    - c. Participate in accident/incident investigation meetings for the purpose of establishing the "Root Cause" of the accident or incident.

**4.2. Emergency Evacuation Plan**

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SECTION 013529  
TRADE CONTRACTOR HEALTH AND SAFETY PLAN

- A. Have a sounding device and a sign to identify it as an evacuation alarm instructing all personnel to sound three short blasts in the event of emergency (a car horn or air horn can be used).
- B. Pre-determine a meeting place to account for all personnel.
- C. Each Trade Contractor's Designated Safety Representative shall account for all personnel to arrive at the pre-determined meeting place in the event of an emergency.
- D. All persons working on-site shall be familiar with emergency egress routes from their position on the project at all times.

**4.3. Blood-Borne Pathogens**

- A. In accordance with OSHA, Trade Contractors shall assure that each employee exposed or potentially exposed to blood and other infectious materials be advised of the potential Blood-borne pathogen hazards and how to guard against those hazard.

**5. CRISIS COMMUNICATION PLAN**

- 5.1. Clark/ Axiom Construction Company will designate a spokesperson to make all public comments during a crisis situation.
- 5.2. Trade Contractor personnel are encouraged to refrain from comments to the media. Trade Contractor employees are encouraged, questioned by the media, to state "The incident is being investigated and Clark Construction Company's spokesperson will make a statement shortly".

**6. PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING**

- 6.1. Personal protective equipment and clothing shall be worn on the project site with exception of construction office areas separated from construction work.
- 6.2. Personal protective equipment shall meet the most stringent standard established by federal, state and local authorities, requirements of the employer or Clark Construction Company.

**6.3. Personal Protective Equipment**

- A. Hard hats shall be worn at all times on the project site with exception of construction office areas separated from construction work.
- B. Safety glasses shall be worn at all times on the project site with exception of construction office areas separated from construction work.



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SECTION 013529  
TRADE CONTRACTOR HEALTH AND SAFETY PLAN

- C. Safety vest and/or shirt of high visibility fluorescent colored fabric shall be worn when ever performing project site construction activities or in the vicinity of moving site work equipment.
- D. Gloves shall be work at all times on the project site.

**6.4. Clothing**

- A. Shirt sleeve lengths shall be a minimum of four inches.
- B. Shirts cut off above the waist are not allowed.
- C. Pants shall extend to cover ankles.
- D. Shorts are not allowed.
- E. Work boots shall extend to protect the ankle.
- F. Clothing shall be worn in a neat fashion and be in good repair.
- G. Clothing imprinted with language or images as determined by Clark Construction Company to be offensive in any way or advertise and/or promote the use of alcohol or illegal substances shall not be worn on the project site.

**7. CELL PHONE AND ELECTRONIC USE POLICY**

**7.1. Cell phone and electronic devise use**

- A. Cell phone use includes listening, talking, texting, emailing, net surfing or other cell phone device activity.
- B. “Electronic device” includes any internet reception, video, electronic tablets, computers, Bluetooth, walkie-talkies, etc.
- C. Cell phone and electronic device use is allowed only in hazard free areas.
- D. Cell phone and electronic device users shall remain stationary, no walking during cell phone or electronic device use.
- E. Persons not designated as Foreman, Superintendent, Manager, General Foreman, may use a cell phone or electronic device only during breaks in a hazard free area.
- F. Cell phone and electronic device use is not allowed;
  - 1. While engaged in any job task which requires the use of the hands and/or other attention to work activity.

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SECTION 013529  
TRADE CONTRACTOR HEALTH AND SAFETY PLAN

- 2. While operating equipment, tools or motorized vehicles including cars, trucks and motorized carts, etc.
  - G. Motorized vehicles must be parked in a location free of hazards and turned off while using a cell phone or electronic device.
- 7.2. Crane and other lifting device cell phone and walkie-talkie use
- A. Cell phones and walkie-talkies shall not be used while operating a crane, hoist, powered industrial trucks or other lifting device (unless identified in a Pre-Task Plan requiring communication for ground person to Operator).
  - B. Cell phones must be turned off whenever in the control cab or at the control panel unless identified for use in a Pre-Task Plan.
  - C. No communications other than directly between the lift coordinators. Pre-Task planning shall include the communication method/plan.

**8. SUBSTANCE ABUSE POLICY**

- 8.1. Clark/ Axiom Construction Company is committed to an alcohol and drug free work environment.
- A. Possession, distribution, or sale on the project premises, facility, or other work places of alcoholic beverages, intoxicants, drugs and related drug paraphernalia is strictly prohibited.
  - B. Person's shall not report for duty or perform work while under the influence of any drug, alcoholic beverage, or intoxicant.

**9. SAFE WORK REQUIREMENTS**

**9.1. Asbestos Abatement**

- A. Trade Contractors shall assure that any employee that may be exposed to airborne asbestos fibers shall be trained in the recognition of the hazards and appropriate controls.
- B. Trade Contractors engaged in asbestos abatement shall be licenses by the Department of Labor and the State in which the Work is being performed.

**9.2. Confined Space Entry**

- A. Trade Contractor shall employ a confined space entry procedure when Contractor's employees are required to enter a confined area or space.
- B. Confined space entry procedures shall conform to OSHA and any State requirements.

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SECTION 013529  
TRADE CONTRACTOR HEALTH AND SAFETY PLAN

**9.3. Excavation**

- A. A competent person trained in soil classification and the recognition of trenching and excavation hazards must be on the project site when excavating or trenching is to be done.
- B. Trenches and excavations 5'-0" or more in depth and shall be shored or walls cut back to protect persons from cave-in. Trenches and excavations less than 5'-0" with unstable walls shall be shored or cut back to protect persons from cave-in.
- C. Trenches and excavations shall be properly barricaded to prevent persons from falling into them.

**9.4. Fall Protection**

- A. A fall protection system shall be utilized when an adjacent surface is six-feet (6'-0") or more below foot level.
  - 1. Ladders
    - a. Fall protection on ladders is not required providing that the persons body remains within the vertical side rails.
  - 2. Personal fall arrest systems
    - a. Shall be properly worn and actively used by all workers when an adjacent surface is six feet (6'-0") or more below the foot level of the person unless other adequate fall protection such as guardrails are in place.
    - b. All components (anchorage points, lanyards, clips etc.) of a fall arrest system shall be of a type recommended for the work being performed and the conditions to be encountered;
    - c. The entire system shall be as approved by the system manufacturer and all local and federal health and safety requirements.
  - 3. Wire rope guard rails;
    - a. Wire rope guard rail systems providing fall protection shall incorporate loop type connections with a minimum of two (2) wire rope clamps. Turnbuckles shall be installed at each side or at more frequent intervals to maintain required tautness of the wire rope.
    - b. Wire rope horizontal lifelines shall be designed by a registered professional engineer and installed and maintained by a competent

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SECTION 013529  
TRADE CONTRACTOR HEALTH AND SAFETY PLAN

person. Wire rope life lines shall be designed to meet, at a minimum, the requirements of OSHA.

4. Flat roofs and decks
  - a. A warning barrier meeting, at a minimum, the requirements of OSHA may be used 15 feet from the fall hazard. Warning tape or other such means is not allowed, persons between the warning barrier and fall hazard shall utilize a positive means of fall protection.
5. Scaffolding
  - a. Persons erecting, using and dismantling scaffolds shall be trained in the hazards and safe procedures to be followed to eliminate exposure to those hazards and shall utilize fall protection when six feet (6'-0) or more above an adjacent surface.
  - b. Trade Contractor's designated Competent Person shall inspect all scaffolds prior to each work shift.
  - c. All scaffolds shall bear a tag, signed and dated by the contractor's Competent Person, denoting that the scaffold has been inspected and is safe to use prior to inspected and is safe to use prior to an employee utilizing the scaffold on that work shift.

**9.5. Fire Protection and Prevention Plan**

**A. Purpose**

1. The following plan has been developed in accordance with MIOSHA Fire Protection and Prevention Standard Part 18.
  - a. This plan exists to:
    - i. Prevent inception of fire
    - ii. Prevent loss of life and personal injury
    - iii. Protect property from damage
    - iv. Provide uninterrupted operations

- B. Trade Contractor shall be responsible for fire prevention associated with its work and operational areas 24 hours per day 7 days per week for the duration of the contract.

**C. Major workplace fire hazard control procedures to them**

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SECTION 013529  
TRADE CONTRACTOR HEALTH AND SAFETY PLAN

1. Prior to the start of the construction and as construction progresses, Trade Contractors shall identify hazards and make on-site personnel aware.
2. Maintenance of equipment and systems to prevent or control fires
  - a. The Clark/ Axiom Construction Company Project Superintendent will inspect fire extinguishers at least monthly.

D. Employee training

1. Trade Contractors shall be responsible to train all of its personnel on-site on the general principles of fire extinguishers use and the hazards involved with the various stages of firefighting.
2. All personnel on site will be responsible to review the Fire Protection and Prevention Plan and be familiar with its contents.

E. Hot work procedures

1. Hot work procedures shall be followed when the possibility of a source of ignition exists. This includes open flames, spark-producing tools, hot surfaces (above 450 degrees F), and static discharging items.
2. The following minimum hot work procedures shall be followed when directed by Clark Construction Company. In the event that the Trade Contractor or project specific requirements are more stringent the most stringent shall be employed after review with Clark/ Axiom Construction Company.
  - a. Ensure that a Hot Work Permit form is completed. A Hot Work Permit is good for one working shift only.
  - b. Hot work permit shall be posted at the jobsite with a copy in the Clark Construction Company Superintendent field office.
  - c. Hot work is not permitted where a flammable liquid is present in an open tank.
  - d. Obtain any other appropriate permits.
  - e. At the site of the work the following minimum action is required:
    - i. Clean up of combustibles such as paper, oil and grease.
    - ii. Cover immovable combustibles such as wooden steps with flame retardant tarpaulins.

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SECTION 013529  
TRADE CONTRACTOR HEALTH AND SAFETY PLAN

- iii. Place fire-extinguishing equipment at stand-by readiness.
- iv. Have a fire watch person at stand-by readiness.
- v. Perform explosive atmosphere testing.
- vi. Provide necessary welding screens.
- vii. Determine if wind may present a potential hazard.
- viii. Cover sewers and drains.
- ix. Protect lower levels.
- x. Provide adequate ventilation.
- xi. Assure equipment is purged, flushed, and/or filled with water as required.
- xii. Post and rope off areas.
- xiii. Wear required safety clothing and devices including respiratory equipment.
- xiv. Following completion of the hot work:
  - 1. Cleanup area
  - 2. Replace extinguishers
  - 3. Provide fire watch for one half hour
  - 4. Return copy of Hot Work Permit form to Clark Construction Company Superintendent.
- f. Construction related fire hazards:
  - i. Rubbish and trash accumulation
    - 1. Trash containers shall be provided for proper disposal of debris; and all trash containers shall be emptied or removed from the building at the end of each shift.
    - 2. Trash dumpsters shall be located a sufficient distance from the building.
    - 3. Care must be taken not to mix hot items (cigarettes, etc.) in the trash containers.



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SECTION 013529  
TRADE CONTRACTOR HEALTH AND SAFETY PLAN

4. Do not block or stack material against exits, fire extinguishers or electrical switches or panels.
- ii. Cutting and welding
1. Store acetylene and oxygen cylinders in safe locations, protected from high temperatures and separated from each other by a distance of 20 feet or a five foot, one hour fire-rated flame barrier.
  2. All cylinder valves shall be shut off and capped when not in use.
  3. Remove all combustibles from the area or be sure they are safely covered prior to starting hot work.
  4. Fire watchman shall be posted with a fire extinguisher during the work period and for at least 30 minutes after completion when the possibility of sparks or slag starting a fire exists.
  5. Fire resilient enclosures or fire blankets shall be utilized where possible.
  6. Use "Hot Work" permit procedure if work needs to be done in an area where combustibles and flammables are present or otherwise required by Clark/ Axiom Construction Company.
- iii. Fireproofing
1. When fireproofing is specified, it should be applied as soon as possible to afford fire protection to beams and columns in the event of a fire.
- iv. Flammable/combustible liquids
1. Small quantities can be safely handled in approved, metal safety containers (not plastic), and should be kept in isolated locations.
  2. No Smoking in areas of flammable or combustible liquids in use or stored.
  3. Discharge devices requiring the container to be pressurized are prohibited.

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SECTION 013529  
TRADE CONTRACTOR HEALTH AND SAFETY PLAN

4. Pumping devices or faucets shall be well maintained.
  5. Only Underwriter's Lab (UL), Factory Mutual (FM) listed equipment shall be used.
  6. Bulk containers used to dispense flammable liquids shall be kept outside at least ten feet from any building or inside a building used exclusively for the storage of flammable liquids and located at least ten feet from any other building.
  7. Tanks and containers used for the storage of flammable liquids above ground shall be labeled (placarded), and "No Smoking" signs conspicuously placed.
  8. Tanks shall be grounded during dispensing operations.
  9. Area near storage tanks shall be graded away from building and diked.
  10. Do not use flammable materials near electrical panels, switches, fork trucks or other combustion engines
  11. Use Hot Work Permit procedures.
  12. When combustible materials are present, a water supply shall be available.
- v. Temporary heaters
1. Constant supervision is required.
  2. Only Underwriters Lab (UL) or Factory Mutual (FM) listed equipment shall be used.
  3. Area shall be cleared of all combustible material.
  4. Adequate ventilation shall be maintained.
  5. A fire extinguisher shall be readily available.
  6. Care shall be taken not to block means of egress.
  7. All spare cylinders shall be stored outside the building.
  8. Hoses supplying fuel to heaters shall be secured off of the floor and out of harm's way.

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SECTION 013529  
TRADE CONTRACTOR HEALTH AND SAFETY PLAN

9. Hoses shall be properly supported by materials which will not cause damage to the hose (a wire hanging wire is not allowed).

vi. Internal Combustion Engines

1. Care shall be taken to avoid exhaust discharge near or in contact with combustible material and flammable liquids.
2. Engines shall be shut down and allowed to cool before refueling to prevent flash fires.
3. A fire extinguisher shall be kept in close proximity to the unit.

vii. Concrete Forms

1. Non-combustible forms should be used whenever possible.
2. Concrete shall be poured as quickly as possible after combustible forms have been constructed, and the forms removed as soon as possible after the concrete has set.
3. During the time combustible forms are in place, storage and construction operations on that floor should be held to a minimum and ignition sources should be eliminated.

viii. Temporary Enclosures of Buildings

1. Only flame-resistant tarpaulins or material of similar fire retardant characteristics shall be used.
2. If plastic is used, it shall be the type that does not readily ignite and that exhibits slow burning characteristics.
3. Temporary enclosure material shall be securely fastened or guarded to prevent contact with heaters or other sources of ignition.

ix. Tar Kettles

1. The use of tar kettles shall be continually supervised.

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SECTION 013529  
TRADE CONTRACTOR HEALTH AND SAFETY PLAN

2. Tar kettles are permitted only outdoors away from combustibles or on a non-combustible floor or roof in the building.
  3. Metal covers shall be provided to smother potential fires.
  4. A fire extinguisher shall be kept in close proximity to the tar kettle. Should a fire occur, do not use water.
  5. Roofing mops shall never be left indoors or near ignition sources or combustible materials. Note: roofing mops have been known to spontaneously ignite.
- x. Electrical fires
1. Proper extinguishers must be used for electrical fires.
  2. Extreme care must be used when dealing with energized circuits during fires.
  3. Toxic fumes could be given off from certain electrical insulations.
  4. Fire damage to wiring may extend beyond main involvement and proper investigation is required to isolate all damaged wiring.
  5. Before re-energizing circuits, proper testing should be performed to assure that all damaged wiring has been eliminated.
  6. Preventive maintenance of electrical systems will significantly reduce the amount of electrical fires.
- xi. Housekeeping
1. Work and storage areas shall be kept clean, orderly and free of combustible materials.
  2. Combustible liquids shall be stored away from arc producing devices.

## 9.6. Electrical Safety

### A. Temporary lighting

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SECTION 013529  
TRADE CONTRACTOR HEALTH AND SAFETY PLAN

1. Temporary lighting may not rest on any metal unless properly insulated.
2. Proper illumination levels shall be maintained.
3. Temporary lights shall be removed after permanent lighting is installed and the area is turned over.

B. Temporary power

1. GFCI circuits shall be supplied and regularly tested.
2. Temporary power wiring shall be supported as per code requirements.
3. Proper height restrictions shall be adhered to regarding temporary wiring installations.

C. Tools

1. All tools requiring grounds shall have grounded plugs. Double insulated tools do not need grounded plugs.
2. Damaged tools and ladders are shall be repaired or replaced.
3. All electrical power tools shall be tested for electrical safety prior to use.

**9.7. Hazard Communication**

- A. Each Trade Contractor shall implement a Hazard Communication Program in accordance with federal, state and local and other applicable requirements.
- B. Each Trade Contractor utilizing hazardous chemicals on the project site shall:
  1. maintain project specific Safety Data Sheets (SDS) on the project site available to its employees for all hazardous chemicals and post the location of (SDS), as well as the contact person and telephone number, of the person responsible for managing this file;
  2. provide employees of other employer(s) on the project site access to (SDS) for each hazardous chemical their employees may be exposed to;
  3. inform other employer(s) of any precautionary measures to be taken to protect employees during the workplace's normal operating conditions and in foreseeable emergencies;
  4. inform the other employer(s) of the container labeling system used in the workplace; and

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SECTION 013529  
TRADE CONTRACTOR HEALTH AND SAFETY PLAN

5. submit to Clark Construction Company a substance inventory list and (SDS) for hazardous chemicals prior to bringing such chemicals to the project site and cooperate in maintaining a current (SDS) record held by Clark Construction Company on the project site.
6. Trade Contractors shall train employees in chemical hazards and controls for hazardous chemicals used. Training shall include:
  - a. symptoms of exposure;
  - b. exposure prevention including control procedures, work practices and personal protective equipment;
  - c. exposure reaction procedures;
  - d. hazard label and (SDS) understanding; and
  - e. proper disposal of hazardous chemicals.
7. Label all hazardous chemical containers. Labels shall include the following minimum information:
  - a. container contents;
  - b. hazard warning(s); and
  - c. name and address of manufacturer.
8. Notify Clark Construction Company and other Trade Contractor in the work area when hazardous chemicals will be in use and potential hazards which may be encountered.

**9.8. Lockout/Tagout**

- A. No one shall be permitted to work on and energized circuit. Trade Contractor shall employ procedures to ensure that no one will be exposed to hazards as a result of an energized circuit.
- B. Trade Contractor shall adhere to the most stringent of the following lockout/tagout procedures as required:
  1. trade contractors own requirements;
  2. owner requirements;
  3. Clark Construction Company requirements; or other project specific requirements.



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SECTION 013529  
TRADE CONTRACTOR HEALTH AND SAFETY PLAN

**9.9. Motor Vehicles and Equipment**

- A. All equipment shall be inspected daily before each use by the operator.
- B. Defective equipment shall be removed from service immediately.
- C. All operators shall be properly licensed and certified. Copies of certifications shall be maintained on site and shall be made available to Clark/ Axiom Construction Company upon request.

**9.10. Rigging**

- A. Lifting and Rigging Planning
  - 1. All loads shall be rigged by a qualified rigger.
  - 2. Materials being hoisted shall be rigged to prevent unintentional displacement.
  - 3. All hoisting operations shall be pre-planned to ensure that all applicable local and federal health and safety agency requirements are met.
  - 4. Routes for suspended loads shall be preplanned to ensure that no employee is required to work directly below a suspended load, except for employees as allowed by local and federal health and safety agencies (i.e., structural steel connector making initial connection).
  - 5. Tag lines shall be used on all loads.
- B. Rigging Equipment
  - 1. Rigging equipment for material handling shall be inspected at the time of installation, before each job, and at the beginning of each shift if in use, by an employee qualified to perform this inspection.
  - 2. Defective rigging equipment shall be removed from service.
  - 3. Hooks with self-closing safety latches or their equivalent shall be used to prevent components from slipping out of the hook.

**10. NON-CONFORMANCE**

- 10.1. Safety violations shall be promptly corrected by the Trade Contractor.
- 10.2. A “Notice to Comply” (NTC) may be issued by the Construction Manager for follow-up and response by the Trade Contractor (Refer to “Non-Conformance Procedure Section 014517 in front end documents)

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SECTION 013529  
TRADE CONTRACTOR HEALTH AND SAFETY PLAN

END OF SECTION

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SECTION 013543  
ENVIRONMENTAL PROCEDURES

**1. PROJECT SITE REQUIREMENTS**

- 1.1. Clark/ Axiom Construction Company is committed to constructing and delivering to the client a project completed in an environmentally conscious manner from Design/Bid to Turnover.
- 1.2. Clark Construction Company's Environmental Policy is available for review upon request. Adherence to this policy shall be required.
- 1.3. Trade Contractors shall cooperate with the Construction Manager in evaluating Significant Environmental Aspects of the Work which it has control over and plan and implement such action as required to prevent significant impacts on the environment.
- 1.4. Trade Contractors shall take all necessary action and comply with applicable federal, state, county and municipal laws to prevent pollution of rivers, streams, waterways, lakes, soils and air.
- 1.5. Material, equipment, supplies or workmanship found not to comply with Clark Construction Company, and regulatory agency environmental requirements shall be promptly corrected by the Trade Contractor.
- 1.6. A "Notice to Comply" (NTC) may be issued by the Construction Manager for follow up action and response by the Trade Contractor. (Refer to Section 01410 for Non-Conformance Procedures).

**2. SOIL EROSION AND SEDIMENTATION CONTROL**

- 2.1. Trade Contractor shall be responsible to maintain all soil erosion and sedimentation control within the project limits in accordance with Public Act 347, 1972 as amended and as required by the Contract Documents. As a minimum, Trade Contractor shall keep a log of weekly inspections of the soil erosion and sedimentation control measures.
- 2.2. Trade Contractor shall conduct all excavation, embankment, grading and clean-up operations in a manner such that silty soil materials and waterborne objects are not discharged into any storm sewer, drainage ditch, river, lake or underground utility system. In addition, soil shall be managed so that it does not become airborne.
- 2.3. Soil erosion and sedimentation extending beyond the project will not be permitted. This includes soil washing across both turf and paved areas and soil washing into underground utility systems.
- 2.4. All violations of this requirement shall be corrected within 12 hours of notification by the Project Representative to eliminate reoccurrence.
- 2.5. Maintain all erosion control measures in good working order at all times to provide for maximum efficiency of the control provision. Trade Contractor shall keep a log

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SECTION 013543  
ENVIRONMENTAL PROCEDURES

of weekly inspections of the soil erosion and sedimentation control measures. All control measures shall be re-inspected after any significant rain fall.

**3. ON-SITE FUEL/OIL STORAGE AND DELIVERY**

3.1. The following minimum requirements shall be followed when refueling or otherwise handling petroleum products on the project site:

- A. Delivery vehicles with permanently mounted fuel tanks over 119 gallons shall have current DOT certification. Temporary mounted fuel tanks over 119 gallons are not allowed. Superintendents are to check for certification on the initial filling of the tank and spot check subsequent deliveries as time permits. Fuel tanks of less than 119 gallons should be in good condition and free from visible leaks.
- B. A spill control kit shall be required at all storage locations, and on the delivery vehicle for mobile deliveries. This spill kit is not required to be an overpack kit, however the driver is responsible for proper disposal of materials should a spill occur.
- C. Coordinate location(s) of refueling with the Construction Manager.
  - 1. All mobile equipment shall be refueled in an area designated by the project superintendent (i.e., sky-tracks, excavators, loaders, dozers, etc.) The refueling area(s) must be graded in a manner to divert a possible spill away from the building or other hazard. The superintendent and project manager shall review the site for the best possible location(s) that will minimize the risk should a spill occur and note location(s) on the Site Staging Plan.
  - 2. All fixed equipment shall be allowed to be refueled in place. Notice should be given to the superintendent prior to refueling operations (i.e., cranes, stationary generators, etc.).
  - 3. All equipment with gas tanks less than five (5) gallons and being refueled from a five (5) gallon can or less can be refueled at the point of use (i.e., concrete trowels, gas-powered saws, etc.).
  - 4. Any fuel spill that occurs MUST be reported to Clark Construction Company immediately for proper remediation.

**4. DUST CONTROL**

4.1. Dust control shall be provided by each Trade Contractor as required to prevent nuisance and hazard.

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SECTION 013543  
ENVIRONMENTAL PROCEDURES

**5. WATER CONTROL**

- 5.1. Maintain excavations free of water. Provide, operate and maintain pumping equipment.

**6. CATCH BASIN FILTERS**

- 6.1. Water from trenches and other excavations shall not be pumped directly into catch basins (or manholes being temporarily used as catch basins) without first being properly filtered through the approved sediment filter system.
- 6.2. All manholes and catch basins within the project site, and all such structures offsite where sediment is likely to flow from the construction site or be carried by construction traffic, shall be securely covered with the approved sediment filter system.
- 6.3. Filter system shall be maintained clean and shall be periodically replaced by the Trade Contractor as required to maintain adequate water flow.
- 6.4. Install 36" high filter fence around structures that have not been paved.

**7. DECONSTRUCTION AND SALVAGE OPPORTUNITIES**

- 7.1. Separate dumpsters shall be required and set up through local recycling centers for the different types of recyclable materials, ie. metals, concrete, masonry, wood, gypsum etc.
- 7.2. Contractors shall be responsible for the disposal of recyclable items in the proper containers/ dumpsters. Compound materials are to be broken down for proper recycling ex. Wood doors with metal hardware, etc.
- 7.3. Separation of materials is required for inclusion in the proper dumpsters ie. removing door hardware off existing doors, wood door in wood dumpster and door hardware in the metals dumpster.
- 7.4. Salvage opportunities, including debris sorting to maximize recycling efforts, is required and will need to be reported to Clark/ Axiom Construction Company on a monthly basis, if dumpsters are not provided by Clark/ Axiom Construction Company. Percentage of waste diverted from landfills must also be reported.

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SECTION 013543  
ENVIRONMENTAL PROCEDURES

**8. CONSTRUCTION INDOOR AIR QUALITY**

- 8.1. No smoking shall be allowed on School District property at any time. This is also in correlation with Clark/ Axiom Construction Company jobsite policies. Smoking, if permitted onsite is to be no closer then 25 feet of any building entrances.
- 8.2. Reference specification section 015000 Temporary Facilities and Controls for the requirements of “temporary heating and cooling” during construction.

END OF SECTION



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SECTION 014516  
FIELD QUALITY CONTROL PROCEDURES

**1. GENERAL**

- 1.1. Trade Contractor shall provide premium quality workmanship and service of all Work under its Contract.
- 1.2. All quality requirements shall follow the outline procedures in TMP's project manual section 01 4000 Quality Requirements.

**2. QUALITY ASSURANCE**

- 2.1. Trade Contractor shall be responsible to implement a quality control program relative to its suppliers, manufacturers, products, services and workmanship, to assure Work of specified quality.
- 2.2. Comply fully with manufacturer's requirements. Conflicts with manufacturer's requirements and the Contract Documents shall be brought to the attention of the Construction Manager for review and direction by the Architect prior to proceeding with the Work.
- 2.3. Standards of quality required in the Contract Documents shall be considered as minimum standard. Trade Contractor shall meet higher standards of quality as required by authorities having jurisdiction over the project or other entities as applicable.
- 2.4. Conflicts in the Contract Documents shall be brought to the attention of the Construction Manager for clarification and direction prior to proceeding with the Work.
- 2.5. All Work shall be performed by qualified crafts persons to produce workmanship of specified quality.

**3. REFERENCES**

- 3.1. Conform to reference standard current as of date of Contract Documents.

**4. REQUESTS FOR INFORMATION**

- 4.1. Clarification of the Contract Documents shall be requested in the form of Request for Information (RFI) utilizing the Request for Information Form module in the Project specific Website (Connect) (Refer to "Certificates and Other Forms" section).

**5. INSPECTION AND TESTING LABORATORY SERVICES**

- 5.1. Cooperate with independent material inspection and testing firm employed by others to accomplish all inspection and testing required to assure the quality of materials and workmanship.

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SECTION 014516  
FIELD QUALITY CONTROL PROCEDURES

- 5.2. Costs for any re-testing required as a result of non-conforming or apparent non-conforming Work will be charged to the Trade Contractor.

**6. MANUFACTURER'S FIELD SERVICES AND REPORTS**

- 6.1. When specified in individual Specification sections, Trade Contractor shall require material or product suppliers or manufacturers to provide qualified representatives to observe site conditions and installation procedures as specified or as required for warranties or other requirements.
- 6.2. Report observations and direction made by representatives that are supplemental or contrary to manufacturer's written instructions, Contract Documents or other requirements.

**7. REGULATORY REQUIREMENTS**

- 7.1. Standards and regulations referred to throughout the Contract Documents establish the minimum requirements of the Work. Where the Contract Document requirements exceed the applicable code, the Contract Documents drawings shall be met. Unless specifically noted, the current edition of all applicable regulatory codes shall be met.

**8. TOLERANCES**

- 8.1. Comply with manufacturer's quality tolerances. Manufacturer's tolerances which conflict with Contract Documents shall be brought to the attention of the Construction Manager for clarification and direction prior to proceeding with the Work.

**9. NON-CONFORMANCE**

- 9.1. Material, equipment, supplies or workmanship found not to comply to the Contract requirements shall be promptly corrected by the Trade Contractor.
- 9.2. A "Notice to Comply" (NTC) may be issued by the Construction Manager for follow up action and response by the Trade Contractor. (Refer to "Non-Conformance Procedure" section).

END OF SECTION

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SECTION 014517  
NON-CONFORMANCE PROCEDURE

**1. GENERAL**

- 1.1. Trade Contractor performance found not to comply with requirements relative to safety, quality and environmental issues, shall be promptly corrected by the Trade Contractor.
- 1.2. In the event of non-conforming performance, a Notice to Comply (NTC) may be issued by the Construction Manager for follow-up, action and response by the Trade Contractor. (Refer to “Certificates and Other Forms” section).

**2. NOTICE TO COMPLY PROCEDURES**

- 2.1. Construction Manager issues Notice to Comply (NTC).
- 2.2. Trade Contractor, jointly with the Construction Manager, determine the cause for non-conformity. Cause for non-conformity is recorded on the Notice to Comply (NTC).
- 2.3. Trade Contractor, jointly with the Construction Manager; propose corrective action to ensure non-conformity does not recur on project. Corrective action is recorded on the Notice to Comply (NTC).
- 2.4. Construction Manager reviews proposed corrective action and approves if acceptable. Approval of proposed corrective action may require review and acceptance by the Owner, Architect/Engineer or other entity as deemed appropriate by the Construction Manager. Approval is documented on the Notice to Comply (NTC).
- 2.5. Upon approval of proposed corrective action, the Trade Contractor implements approved corrective action. The Trade Contractor shall document corrective action taken and date completed on the Notice to Comply (NTC) and return form to the Construction Manager.

END OF SECTION

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SECTION 015000  
TEMPORARY FACILITIES AND CONTROLS

**1. TEMPORARY UTILITIES**

**1.1. TEMPORARY ELECTRICAL SERVICE**

- A. No temporary power or temporary lighting will be provided. Each trade contractor required to provide their own source of power and/or temporary lighting.

**1.2. TEMPORARY HEATING AND COOLING**

- A. No temporary heating or cooling will be supplied. Each trade contractor required to provide their own heating and/or cooling as needed.

**1.3. TEMPORARY TELEPHONES**

- A. Temporary telephones shall be arranged and paid for by each individual Trade Contractor per their requirements.

**1.4. TEMPORARY DATA CONNECTIONS**

- A. Data connections if required by Trade contractor shall be arranged for and paid for by each individual Trade Contractor per their requirements.

**1.5. TEMPORARY WATER**

- A. Temporary water will be available from an on-site fire hydrant. Each Trade Contractor shall transport the water to their area of Work as required.

**1.6. TEMPORARY TOILETS**

- A. The Construction Manager will provide temporary toilets.

**1.7. FIRE SAFETY**

- A. The demolition contractor shall provide a minimum of 20 pound U.L. rated multi-purpose (Type A, B, C) fire extinguishers as required for building demolition.

**1.8. TEMPORARY CONTROLS**

**A. CONSTRUCTION CLEANING**

**1. On-going Clean-up**

- a. Project clean-up and disposal of debris is the responsibility of each Trade Contractor for their own material and shall be performed on a daily basis.

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SECTION 015000  
TEMPORARY FACILITIES AND CONTROLS

- b. Fridays of each week are designated as total project clean-up day. Trade Contractors shall be responsible to provide a labor force to thoroughly clean all areas where it has performed Work or otherwise created a need for clean-up. Friday clean-up shall include broom clean condition.
  - c. Trade Contractor shall furnish labor for clean-up of unidentifiable debris including broom clean as directed by the Construction Manager in proportion to its Workforce.
  - d. Trade Contractor shall be responsible for disposal of debris and dumpster costs associated with its Work.
  - e. In the event that the Trade Contractor fails to clean up and dispose of all debris promptly after written direction to comply, the Construction Manager will clean-up the debris and Trade Contractor shall be responsible for all associated costs.
2. **Work in Place Progress Cleaning**
- a. Not applicable to building demolition.
3. **Debris disposal**
- a. All debris shall be legally disposed of off-site. Salvage opportunities, including debris sorting, to maximize recycling efforts is required and will need to be reported to Clark/ Axiom Construction Company on a monthly basis. Report percentage of waste diverted from landfills.
  - b. Debris shall not be buried, covered up or left in walls or above ceilings.
  - c. Burning of debris will not be permitted on the project site.
  - d. Trade Contractor shall be responsible for disposal of debris and dumpster costs associated with its Work.
4. **Street Cleaning**
- a. Trade Contractors shall be responsible for keeping all paved surfaces and public streets in the vicinity of the project clean of dirt and other debris that is a direct result of his operations.
  - b. Cleaning shall consist of cleaning the streets with a pick-up type sweeper in such a manner that the pavement and gutters are maintained broom clean for the duration of the Contract.

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SECTION 015000  
TEMPORARY FACILITIES AND CONTROLS

- c. In the event that the Trade Contractor fails after written direction to promptly comply with street cleaning requirements, the Construction Manager shall perform the Work and charge the Trade Contractor all associated costs.

**1.9. MATERIAL AND EQUIPMENT HANDLING**

- A. Material and equipment shall be handled and stored utilizing means and methods to avoid damage, soiling, exposure to adverse weather, etc.
- B. Store weather sensitive products in weather-tight enclosures; maintain within humidity ranges required by manufacturer.
- C. Products stored on-site shall be supported as not to be in contact with ground and to avoid soiling.
- D. In the event that products become soiled, exposed to adverse weather or damaged, the Trade Contractor shall clean, repair or replace if necessary the product to achieve new condition acceptable to the Owner and Architect.
- E. Coordinate material and equipment deliveries to meet requirements of the construction schedule.
- F. Coordinate all delivery dates and storage spaces with the Construction Manager.
- G. Trade Contractor shall be responsible for receipt, unloading and handling of products under its Contract. The Construction Manager or others will not receive deliveries for Trade Contractors unless noted otherwise in the Documents.

**1.10. PROTECTION OF INSTALLED WORK**

- A. Protect installed Work and provide special protection where specified in Contract Documents.
- B. Trade Contractors required to Work on roof surfaces shall be responsible to take all precautions necessary to avoid puncture to roofing materials and shall place not less than the equivalent of ½ inch plywood to protect Work surface.

**1.11. SECURITY**

- A. Trade Contractors shall provide all means of security and facilities as necessary to protect tools and equipment from theft or vandalism. Trade Contractor's shall be responsible for insurance and cost of replacement of all tools and equipment.



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SECTION 015000  
TEMPORARY FACILITIES AND CONTROLS

1.12. **OFFICE/STORAGE FACILITIES**

- A. Trade Contractor shall not place storage and/or office facilities on-site without prior approval of the Construction Manager.
- B. Storage and office facilities shall be in good condition and appearance as determined by Clark Construction Company. Clark Construction Company reserves the right to demand removal of facilities that do not meet this requirement.
- C. Field offices and storage facilities shall remain portable and are subject to relocation.
- D. Cost of set-up and any relocation of field offices and storage facilities shall be the responsibility of the Trade Contractor.
- E. Electric heat or air-conditioning will not be allowed for field offices or storage facilities unless the Trade Contractor arranges for its own metered electrical service.

1.13. **REMOVAL OF UTILITIES, FACILITIES AND CONTROLS**

- A. Remove all temporary above grade or buried utilities, equipment, facilities and materials when directed by the Construction Manager.
- B. Clean and repair damage caused by installation or use of temporary Work.

END OF SECTION

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SECTION 017123  
FIELD ENGINEERING

**1. GENERAL**

- 1.1. The Owner will employ the services of a Civil Engineer or registered land surveyor to establish benchmarks, control points, and building corners. Trade Contractor shall be responsible for all other engineering and layout required for performance of its Work.

**2. REQUIREMENTS**

- 2.1. Confirm accuracy of information indicated on the drawings with property survey and existing benchmarks before commencing layout of the Work. Locate and protect existing benchmarks and control points. Preserve permanent reference points during construction.
- 2.2. Discrepancies between the Contract Drawings and existing conditions shall be brought to the attention of the Construction Manager prior to layout of the Work.
- 2.3. Confirm engineering and layout of previous Trade Work. Do not rely on Work or layout of other Trade Contractors. Proceeding with Work adjacent to or in concert with the Work of other trades shall indicate acceptance of responsibility for accuracy of layout of previous Trade Contractor Work.
- 2.4. Engage the services of a registered land surveyor for any layout associated with the performance of site related Work.
- 2.5. Establish and maintain a minimum of two permanent benchmarks on the site, referenced to data established by survey control points.
- 2.6. Prior to layout and construction, verify location and invert elevation at points of connection of all utilities including sanitary sewer, storm sewer, and water service piping.
- 2.7. Working from lines and levels established by the property survey, establish benchmarks and markers to set lines and levels at each story of construction and elsewhere as needed to properly locate each element of the Project. Calculate and measure required dimensions within indicated or recognized tolerances. Do not scale drawings to determine dimensions.
- 2.8. Confirm all major elements for line, level and plumb as Work progresses.
- 2.9. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
- 2.10. Do not change or relocate benchmarks or control points without prior written approval. Promptly report damaged, missing or disturbed control points.

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SECTION 017123  
FIELD ENGINEERING

- 2.11. Promptly replace disturbed or destroyed control points. Replace control points in exact original location.

**3. EXISTING CONDITIONS**

- 3.1. Location of underground utilities, such as sewers, electrical power, water piping, conduits, structures, etc., on the drawings is as accurate as can be determined from available information. Accuracy or completeness of this information is not guaranteed. Exact locations and elevations shall be verified by the Trade Contractor prior to starting Work.
- 3.2. Exercise extreme care when excavating at or near the general location of underground utilities.
- 3.3. Notify Miss Dig or other utility location services as required by the Contract Documents, other authorities or quality construction practice, a minimum of three (3) working days prior to commencing site excavation or interruption of utility services.

END OF SECTION

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SECTION 017329  
CUTTING AND PATCHING

**1. GENERAL**

- 1.1. Trade Contractor shall be required to perform all cutting and patching as required for its Work and to accomplish the following:
- A. New construction into existing conditions.
  - B. Relocation of existing equipment or devices including patching areas where items were removed and any cutting and patching required at the new location.
  - C. Repair existing surfaces damaged as a result of incidental demolition Work. Repaired area shall match adjacent construction in all aspects.
  - D. Fit several parts properly.
  - E. Uncover Work to provide for installation of ill-timed Work.
  - F. Remove and replace defective Work.
  - G. Remove and replace Work not conforming to requirements of the Contract Documents.
  - H. Remove samples of installed Work as specified for testing.
  - I. Certain construction Work may be completed before the Work of this bid category begins. Cutting and patching of such Work shall be included in the Work of this Bid Category.

**2. DEFINITIONS**

- 2.1. Cutting and patching includes cutting into existing construction to provide for the installation or performance of other Work and subsequent fitting and patching as required to restore surfaces to their original condition.
- 2.2. Cutting and patching performed during the manufacture of products or during the initial fabrication, erection, or installation processes is not considered to be cutting and patching under this definition. Drilling of holes to install fasteners and similar operations are not considered to be cutting and patching.
- 2.3. Selective demolition is recognized as related but separate categories of Work, which may or may not require cutting and patching as defined in this section.

**3. PERFORMANCE**

- 3.1. Before cutting, examine surfaces to be cut and patched and conditions under which the Work is to be performed. Take corrective action prior to proceeding with cutting that would result in an unsafe condition.

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SECTION 017329  
CUTTING AND PATCHING

- 3.2. Notify the Construction Manager immediately of any materials encountered which are suspected to contain asbestos. Asbestos-containing material will be removed and disposed of by the Owner.
- 3.3. Modification of the Work of other Trade Contractors or existing conditions shall not be performed without the consent of the Construction Manager.
- 3.4. Protect other Work during cutting and patching to prevent damage. Provide protection from adverse weather conditions for that area of the project that may be exposed during cutting and patching operations.
- 3.5. Take precautions to avoid cutting existing pipe, conduit, duct and other items to remain in service either temporarily or permanently.
- 3.6. Coordinate with other Trade Contractors installation of any sleeves and box outs for the performance of the Work. Include layout and installation of sleeves and box outs to be installed into the Work of other Trade Contractors.
- 3.7. Trade Contractor needing sleeves and box outs shall fill voids around sleeves and box outs with appropriate material to meet required ratings. Provide escutcheon plates where Work will be exposed.
- 3.8. Coordinate date and time of cutting and removal of Work to be uncovered for review and inspection by others.
- 3.9. Cutting and patching of existing materials shall be the responsibility of the Trade Contractor requiring the same.
- 3.10. Cutting and patching shall be performed by craftspersons skilled in working with the material being cut and patched.
- 3.11. Where cutting or patching is required of one Trade Contractor as a result of negligence of another Trade Contractor, cost shall be borne by the negligent Trade Contractor.
- 3.12. Comply with requirements of earth work specification sections where cutting and patching require excavation and backfilling.
- 3.13. All patching shall be done in a neat workmanlike manner with materials to match existing. Fit work tight to adjacent elements. Maintain integrity of wall, ceiling and floor construction and completely seal voids.
- 3.14. Use hand or small power tools designed for sawing or grinding to the greatest extent possible.
- 3.15. Cut using methods that are least likely to damage Work to be retained or adjoining Work. Where necessary, review proposed procedures with the original installer and

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SECTION 017329  
CUTTING AND PATCHING

Construction Manager. Comply with methods that will achieve highest quality results.

- 3.16. Joint and seam tolerances shall meet the most stringent quality standards in accordance with the Contract Documents or industry standard tolerances for the material being patched.
- 3.17. Coordinate with other Trade Contractors for fitting the Work.
- 3.18. Cutting of existing Work shall be straight, true and of proper size.
- 3.19. Cutting and patching of concrete floors and decks shall be performed in a neat and workmanlike manner, using a coring machine. Openings over six inch diameter must be formed by the Trade Contractor requiring the opening. Each Trade Contractor shall pack and grout openings around sleeves or Work penetrating the floor or deck associated with its Work.
- 3.20. Submit shop drawings and obtain approval of the Architect/Engineer prior to cutting or altering structural members. Shop drawings shall clearly identify each cut or alteration. Include detailed cutting plan.
- 3.21. Provide temporary support to prevent failure of Work to be cut.
- 3.22. Hot work permits shall be obtained from the Construction Manager for any cutting or patching work which requires the use of flame of any kind.

**4. SUBMITTALS**

- 4.1. Where prior approval of cutting and patching is required, submit proposed procedures for Work to be performed and request approval to proceed. Include the following information, as applicable:
  - A. Describe the nature of the Work and detailed performance plan indicating why cutting and patching cannot be avoided. Describe anticipated results of the Work in terms of changes to existing Work, including structural, operational and visual changes as well as other significant elements.
  - B. List of products to be used and firms that will perform Work.
  - C. Dates Work is expected to be performed.
  - D. List utilities that will be disturbed or otherwise affected by Work, including those that will be relocated and those that will be out of service temporarily. Include duration utility service will be disrupted.
- 4.2. Approval by the Architect/Engineer to proceed with cutting and patching Work does not waive the Architect/Engineer's right to later require complete removal and replacement of Work found to be cut and patched in an unsatisfactory manner.

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SECTION 017329  
CUTTING AND PATCHING

- 4.3. Submit cost estimate prior to cutting and patching to be performed and considered to be a change in scope of Work.
- 4.4. In the event conditions of Work or schedule require a change of materials or methods, submit request and recommendation. Include the following information:
  - A. Describe condition requiring change.
  - B. Recommendations for alternative materials or methods.
  - C. Submittals as required for substitutions.
  - D. Hot work permit if flame is used in any form to perform the Work.

**5. MATERIALS**

- 5.1. Except as otherwise indicated, or as directed by the Architect/Engineer, use materials for cutting and patching that are identical to existing materials. In the event identical materials are not available, or cannot be used, materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect shall be used. Materials used for patching shall result in equal or better performance characteristics.

**6. CLEANING**

- 6.1. Thoroughly clean areas and spaces where Work is performed or spaces used as access to Work. Remove paint, mortar, oils, putty and items of similar nature completely. Thoroughly clean materials before painting or other finishing is applied.

END OF SECTION



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SECTION 017700  
CLOSEOUT PROCEDURES

**1. GENERAL**

- 1.1. Specific Project closeout requirements are the responsibility of the Trade Contractor. Coordinate all requirements with the Construction Manager.

**2. SUBMITTALS**

**2.1. Operating and Maintenance Date**

- A. Operating and Maintenance Manuals shall be submitted upon completion of 80% of the Work or earlier if required to meet other Contract requirements.
- B. Maintenance Data shall be provided in accordance with “Operation and Maintenance Data” section.
- C. Submit special tools and spare parts upon completion of 90% of the work in accordance with “Operation and Maintenance Data” section.

**2.2. Project Record Documents**

- A. Project Record Documents shall be submitted upon completion of the Work.
- B. Record Documents shall be provided in accordance with TMP’s project manual section 01 7800 Closeout Submittals.

**3. FINAL APPLICATION FOR PAYMENT**

- 3.1. Final Application for Payment shall be submitted in accordance with the Contract Documents.
- 3.2. Final Application for Payment shall be submitted only after all Project Closeout submittals, procedures and processes have been completed.

**4. CERTIFICATE OF SUBSTANTIAL COMPLETION**

- 4.1. Submit Certificate of Substantial Completion on form included in “Certificates and Other Forms” section.
- 4.2. The date of Substantial Completion will be determined by the Architect.

**5. INSTRUCTION OF OWNER PERSONNEL**

- 5.1. Provide instruction to Owner personnel in accordance with “Operation and Maintenance Data” section.
- 5.2. Coordinate instruction of Owner personnel to occur as early as possible following material and equipment being placed in complete operation.

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SECTION 017700  
CLOSEOUT PROCEDURES

- 5.3. Provide additional instruction sessions as required to accomplish instruction of material and equipment under differing conditions (i.e., HVAC equipment under heating and cooling conditions).
- 5.4. Video record Owner training sessions and turnover to the owner for their use.
- 5.5. Provide a signed transmittal if the owner declines any and/or all training.

**6. WORK COMPLETION/PUNCH LIST PROCEDURE**

- A. Trade Contractor shall develop a Work completion list by area of the building as areas of Work are completed. Corrective Work shall be undertaken immediately upon development of the list.
- B. The Construction Manager will review and add additional items to the completion list as needed for completion by the Trade Contractor.
- C. Immediately upon completion of the Work the Trade Contractor shall review the Work and develop a detailed list of punch list and incomplete items of Work and within seven (7) days of completion of the Work, submit the list to the Construction Manager.
- D. Trade Contractor list shall include location of item, description and scheduled date of completion.
- E. Trade Contractor shall immediately upon development of the list begin corrective Work.
- F. Construction Manager will review the list along with all material and equipment installed by the Trade Contractor and add additional items to the list found to be of unacceptable quality or incomplete.
- G. Construction Manager will coordinate with Owner's representatives, Architect and Engineers to review the Work and add additional items as required in accordance with TMP's project manual section 01 7000 Execution and Closeout Requirements.
- H. The complete list of defective or incomplete items which includes review by Owner, Architect and Engineers will be provided to the Trade Contractor for correction/completion of the Work.
- I. Trade Contractor shall be held responsible to correct/complete the Work within thirty (30) calendar days of transmittal of the list by the Construction Manager.
- J. Trade Contractor shall conduct a confirmation walk-through with Construction Manager after correction/completion of the list.
- K. Any punch list items not completed by the Trade Contractor after thirty (30) calendar days or shorter duration as required by the Contract following

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SECTION 017700  
CLOSEOUT PROCEDURES

transmittal of the punch list by the Construction Manager will be completed by others. All costs including Construction Manager time, overhead and profit will be charged to the Trade Contractor.

- L. Final approval and acceptance of completed punch list and completed Work shall be by the Architect and Owner.

END OF SECTION

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SECTION 017823  
OPERATION AND MAINTENANCE DATA

**1. GENERAL**

- 1.1. Provide complete product data and related information appropriate for Owner's maintenance and operation of products furnished under the Contract, and provide operating and maintenance data as specified in the section and as referenced in other pertinent Specification sections.
- 1.2. Instruct Owner's personnel in the maintenance of products and in the operation of equipment and systems. If owner training is required video all sessions and turnover to the owner for their use.

**2. QUALITY ASSURANCE**

- 2.1. Preparation of data shall be done by personnel trained and experienced in maintenance and operation of the described products.

**3. OPERATING AND MAINTENANCE MANUALS**

- 3.1. Furnish to the Construction Manager an electronic copy uploaded to the Project Specific Website and two (2) complete manuals as approved detailing the operation and maintenance of all operable systems and products furnished under the Contract.

- 3.2. Provide operation and maintenance manuals in the following format:

A. Binder type

1. Commercial quality three-ring binders with durable and cleanable plastic covers
2. Minimum ring size – one inch
3. When multiple binders are used, correlate the data into related consistent groupings
4. Binder cover
  - a. Identify each volume with title “OPERATING AND MAINTENANCE INSTRUCTIONS”, and the following information:
    - i. Title of project
    - ii. Identity of separate structure as applicable
    - iii. Identity of general subject matter covered in manual
  - b. Size – 8 ½” x 11”

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SECTION 017823  
OPERATION AND MAINTENANCE DATA

- c. Paper – 20 pound minimum, white, for typed pages
- d. Text – Manufacturer’s printed data, or neatly typewritten
- 5. Drawings (included in manuals)
  - a. Provide reinforced, punched binder tab, bind in with text
  - b. Fold larger drawings to the size of the text pages
- 6. Table of Contents
  - a. By system, for each volume
  - b. List each major component as subheading to system
- 7. Organization
  - a. Group all components of each system into complete sections
  - b. Provide indexed divider for each system
  - c. Provide index tabs at each major component of each system using same identifications as Table of Contents
- 8. Content to be included in manuals shall be as follows:
  - a. Manuals shall be suitable for use in training of Owner’s personnel
  - b. Each manual section shall include the following, as applicable:
    - i. Operating data
    - ii. Narrative operating instructions for total system, organized sequentially and tailored to project installation
    - iii. For architectural products, applied materials and finishes
      - 1. Manufacturer’s data, giving full information on products:
        - a. Catalog number, size, composition
        - b. Color and texture designations
        - c. Information required for re-ordering special-manufactured products
      - 2. Maintenance data

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SECTION 017823  
OPERATION AND MAINTENANCE DATA

- a. Procedures
  - i. Recommended maintenance schedules
  - ii. Spare parts lists including manufacturer's catalog numbers
  - iii. Manufacturer's printed data
  - iv. All applicable diagrams and system layouts
  - v. Recommended cleaning products and methods. Include products or methods that are detrimental to the material.
  - vi. Recommended schedule for cleaning and maintenance
  - vii. Supplier and installer contact information

**4. POSTED OPERATING INSTRUCTIONS**

- 4.1. Where applicable, provide operating instructions for posting for each major piece of equipment and systems of equipment, to aid in the operation of the equipment at or near local control panels or major piece of equipment.
- 4.2. Provide posted operating instructions in the following format:
  - A. Name plate data and manufacturers standard instructions, permanently affixed to product by manufacturer.
  - B. Operating instructions and diagrams furnished by Trade Contractor shall conform to the following:
    - 1. Size – not larger than 24" x 36" or smaller than 8 ½" x 11".
    - 2. Mounting – provide clean rigid protective covering and fasteners to permanently mount instructions to substrates encountered.
    - 3. Groupings of instructions shall be of uniform size.
  - C. Content to be included shall be as follows:
    - 1. Layouts
      - a. Equipment
      - b. Electrical

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SECTION 017823  
OPERATION AND MAINTENANCE DATA

- c. Piping
  - d. Other as required
- D. Instructions – simplified narrative
  - 1. Operation
  - 2. Cautions
  - 3. Supplementary information required to aid in the safe operation of the equipment

**5. WARRANTIES**

- 5.1. Furnish to the Construction Manager an electronic copy uploaded to the Project Specific website and two (2) warranty manuals separate from other project documentation. One (1) manual with original signature on warranties and two (2) copies.
- 5.2. Provide warranty manuals in the following format:
  - A. Binder type
    - 1. Commercial quality three-ring binders with durable and cleanable plastic covers
    - 2. Minimum ring size – one inch
    - 3. When multiple binders are used, correlate the data into related consistent groupings

**6. INSTRUCTION OF OWNER'S PERSONNEL**

- 6.1. Prior to final acceptance of the Work, and in accordance with specification sections, provide training encompassing all equipment and systems furnished under the Contract, for the Owner's designated operating and maintenance personnel. This training will be video recorded and turned over to the owner for their use. If Owner declines training provide a signed transmittal in lieu of the video recording.
- 6.2. Provide instruction documentation as follows:
  - A. Instruction schedule submittal shall include the following information
    - 1. Systems to be covered
    - 2. Total hours scheduled for each
    - 3. Percentage of classroom instruction versus field instruction



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SECTION 017823  
OPERATION AND MAINTENANCE DATA

4. Name of instructor and company represented
  5. Qualifications of instructor
  6. Operating and maintenance manuals, and posted operating instructions shall be the basis of instruction
- 6.3. The Trade Contractor shall maintain a training log with the following information
- A. Date
  - B. System in which instruction was given
  - C. Name and signature of instructor
  - D. Hours of instruction
  - E. Names of Owner's personnel in attendance
  - F. Log to be given to Construction Manager as part of the close-out documents at the completion of the training
- 6.4. Instruction shall include the following:
- A. Complete instruction in the safe operation, emergency procedures, and basic maintenance of equipment furnished under the Contract.
  - B. Instruction in the care and maintenance of finish materials and products.
  - C. Cautions on limitations of Owner's personnel service and conditions under which warranties may be voided.
- 6.5. Deferred Training
- A. Instruction and training in seasonal systems may be deferred until the appropriate season, provide warranties of such systems will be in effect at such times.
- 7. SPECIAL TOOLS**
- 7.1. Deliver to the Construction Manager four (4) sets of any special tools and keys required for operation, adjustment, resetting or maintenance. Identify each item and package each set in a separate container identified as to function.
- 8. ATTIC STOCK**
- 8.1. Deliver Owner stock materials as required by each specification section.

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SECTION 017823  
OPERATION AND MAINTENANCE DATA

- 8.2. Properly label stock material relative to product information and location on the project.
- 8.3. Deliver stock material when directed by the Construction Manager.
- 8.4. Stock material deliveries shall be accompanied by a transmittal listing all materials provided as well as quantities and specification section to which materials apply.
- 8.5. Stock material deliveries shall be signed for by the Construction Manager.

END OF SECTION

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SECTION 017839  
PROJECT RECORD DOCUMENTS

**1. GENERAL**

- 1.1. Trade Contractor shall maintain at the jobsite, one (1) copy of Contract Drawings, Specifications, Addenda, approved shop drawings, Change Orders and other modifications to the Contract, and field test reports. Clark Construction Company will utilize PlanGrid (www.plangrid.com) for the digital distribution, management and control of Project Documents. Subcontractor shall obtain a PlanGrid subscription, (of a suitable size for the Project - Nail Gun (550 pages); Dozer (5000 pages) or Crane – Unlimited pages) at its own cost

**2. RECORDING**

- 2.1. Label each document “PROJECT RECORD” in one inch high printed letters.
- 2.2. Keep record documents current; failure to maintain current documents may result in reduction of progress payments.
- 2.3. Provide updated set of “as-built” documents for review on a monthly basis as condition of payment.
- 2.4. Do not permanently conceal any Work until required information has been recorded.

**3. CONTRACT DRAWINGS**

- 3.1. Legibly mark to record “as-built” construction conditions which differ from Contract Documents. Include details as required and not noted on original Drawings.

**4. SUBMITTALS**

- 4.1. At completion of the Work, deliver record documents to the Construction Manager.
- 4.2. Accompany submittal with transmittal letter, in duplicate, containing:
- A. Date
  - B. Project title and number, Architect’s name and project number
  - C. Trade Contractor’s name and address
  - D. Title and number of each record document
  - E. Certification that each document as submitted is complete and accurate
  - F. Signature of Trade Contractor or authorized representative

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SECTION 017839  
PROJECT RECORD DOCUMENTS

**5. AS-BUILT LIST**

- 5.1. Furnish one (1) completed copy of an “as-built” materials list. This list shall indicate manufacturer, vendor or supplier and installer for each applicable item listed and any other item specified by trade name herein.

**6. CERTIFICATES OF INSPECTION**

- 6.1. Provide a copy of all Certificates of Inspection as required by applicable codes and/or the Contract documents.

**7. WARRANTY**

- 7.1. All Work and material on the Project shall be guaranteed for a minimum period of twelve (12) months from the date of Substantial Completion, or longer as may be required by the Specifications, Owner’s Contract and local ordinances or applicable codes. The guarantee period shall commence at the date of Substantial Completion as determined by the Owner, Architect and Construction Manager.
- 7.2. Trade Contractor shall be responsible for any and all consequential damages as a result of failure of its Work under warranty.
- 7.3. Guarantee form shall be same as form included in “Certificates and Other Forms” section or other as required by the Architect, Owner or Construction Manager.
- 7.4. Trade Contractor shall return to the Project approximately 10 months after the date of substantial completion for a warranty review meeting.

**8. OTHER**

- 8.1. Provide other close-out items as required by local ordinances and authorities having jurisdiction.

END OF SECTION