

ADDENDUM NO. 1

Issue Date: May 29, 2024

Project Name: Mason Consolidated Schools
2024 Track Renovations
Erie, MI

This Addendum is issued prior to the receipt of Bids to clarify, modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections. This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents. All requirements contained in the Contract Documents shall apply to this Addendum. All incidental work necessary to complete the work shall be included in the Contractor's Proposal even though not particularly mentioned. Parts of the Specifications and Drawings referred to herein supersede previously issued data and shall form a part of the Bid Documents.

Receipt of this Addendum should be noted on the proposal form; failure to do so may subject Bidder to disqualification.

PROJECT MANUAL DOCUMENTS REVISED

Item No. 1 Refer to Section 00 1113 Advertisement for Bid:

A. Extended Bid Due Date to June 6, 2024, at 2:00 PM.

END OF ADDENDUM NO. 1

cc: Kelli Tuller, MCS
Dawn Nieuwkoop, MCS
FDI File

ec: Planholder List



ADVERTISEMENT FOR BIDS
Mason Consolidated Schools – 2024 Track Renovations
ADDENDUM NO. 1

- Project Description: The Mason Consolidated School District's Board of Education is accepting Sealed Bids to provide renovations to the running track & field events at Mason High School. Proposed work includes crack repair, track surface and track striping.
- Architect & Project Contact: Foresite Design, Inc.
3269 Coolidge Highway
Berkley, MI 48072
(248) 547-7757 Michael Sims mike@foresitedesign.com
Questions addressed ONLY to Foresite Design during Bidding Period. Failure to follow instruction may lead to rejection of Bid.
- Bid Documents: Bid Documents including Bid Forms may be obtained directly from Foresite Design. Please email Christy O'Berry at christy@foresitedesign.com for access. Bid Documents may also be obtained from local plan rooms (GRBX, CAM, etc.).
Bid Documents will be available on or after May 15, 2024.
- Bid Due Date: **2:00 p.m. (EST), Thursday, May 30, 2024. June 6, 2024**
Each Bid shall be submitted in duplicate on the forms provided and must be completed in full. The Bid shall be sealed and marked with the name of the Bidder and Project name. Bids are to be addressed and delivered to:
**Mason Consolidated Schools
Attn: Kelli Tuller
2400 Mason Eagles Drive
Erie, MI 48133**
- Public Bid Opening: Sealed Bids will be publicly opened and read aloud at the Mason Consolidated School's Administration Building (2400 Mason Eagles Drive, Erie, MI 48133) on **Thursday, May 30, June 6, 2024 at 2:00 p.m. (EST).**

The Board of Education will not open, consider, nor accept a Bid received after the date and time specified. All late Bids 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.
- Bid Bond: A Bid Bond executed by a Treasury listed surety company acceptable to the Mason Consolidated School cashier's check in the amount of at least 5% of the sum of the Bid shall be submitted with any Bid. All Bids shall be firm for a period of ninety (90) days.
- Labor and Material & Performance Bond: Successful Bidders whose Bids are \$50,000 or more will be required to furnish satisfactory Performance and Payments Bonds by a Treasury listed surety in the amount of 100% of their Bid. The cost of Bond(s) shall be included in each Bid.
- Nonexempt: All materials and supplies incorporated and used in construction of the Work and becoming a permanent part of this Project will not be exempt from State Sales Tax and/or Use Tax. All required Sales Tax/Use Tax shall be included in the Bid price.
- Disclosure Statements: Bids shall be **accompanied by a sworn and notarized statement** disclosing any familial relationship that exists between the Owner and any employee of Bidder and any member of the Board of Education or the superintendent. Additionally, Bids shall be accompanied by a sworn and notarized statement for the **Iran Economic Sanctions Act Affidavit of Compliance** a sworn and notarized **Criminal Background-Sex Offender Affidavit**. Bids not accompanied with these sworn and notarized statements will not be accepted by the Board.
- Contract Award: The Mason Consolidated School's 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 contractor(s) submitting the best financial Bid (low bidder), in its sole and absolute discretion.

Project Manual

**Mason Consolidated Schools
2024 Track Renovations
Erie, MI**

Date: May 15, 2024

Issued for: Construction Documents

**Owner: Mason Consolidated Schools
2400 Mason Eagles Drive
Erie, MI 48133**

**Landscape Architect: Foresite Design, Inc.
3269 Coolidge Highway
Berkley, MI 48072
PH: 248-547-7757
Email: mike@foresitedesign.com**

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ADVERTISEMENT FOR BIDS
Mason Consolidated Schools – 2024 Track Renovations

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SECTION 00 1115
SCOPE OF WORK

GENERAL NOTES (Applicable to All Bid Categories)

1. Contractor shall visit the site and familiarize themselves with the project layout, existing conditions, site access, etc. and all other obstacles with the work areas. Contractor is responsible for all means of setting up and relocating their equipment and materials to perform this work as well as in conjunction with other trade contractors. There will be no additional compensation made for reason of omission or interpretation as it relates to the aforementioned required site visit.
2. Bidder/Contractor shall be aware of and include the cost for, all State and Local laws, codes, ordinances, building rules and regulations, as are or may become applicable to the Work.
3. Bidders shall exclude costs of quality control construction testing from bid unless required on the proposal form. Independent testing will be hired directly by the Owner/Owner's Representative and contractor shall cooperate with the testing agency.
4. Each contractor/subcontractors shall coordinate and cooperate with other contractors for expedient completion of the work of this project.
5. Each contractor shall be solely responsible and make every effort to locate existing underground utilities. This shall include consulting with all local utility companies, using a signal locator prior to excavation for private utility lines, or consulting with a private utility locating company.
6. The Scope of Work for each Bid Category includes cleaning and maintaining streets free of dirt, debris, mud, gravel caused by the construction operations as it pertains to their scope of work. Contractors shall be aware that local authorities intend to enforce local ordinances in this regard. Penalties resulting from contractor negligence in adhering to the State and Local ordinances, laws, codes shall be the responsibility of the Contractor.
7. The Scope of Work for each Bid Category includes strict adherence to the safety requirements as defined in the General Conditions and Supplementary General Conditions and current MiOSHA Guidelines.
8. Each Contractor shall review existing building and site conditions prior to commencement of work and advise the Owner's Representative of any claim of changes in the work within seventy-two (72) hours therefore, or waive its right for claim of changes in the existing site conditions. Each Contractor shall be responsible for restoring site to its original conditions upon completion of their respective work.
9. All excess materials shall be legally disposed of off-site unless indicated otherwise.
10. Milestone Schedule. All trades will be required to confirm a detailed schedule prior to award of this contract.
11. **Provide all required closeout documents, as-built drawings, etc. within fifteen (15) days upon issuance of Notice of Substantial Completion and as a condition of Final Payment.**

SECTION 00 1115
SCOPE OF WORK

PROPOSAL A: TRACK SURFACE

CM Supplementary Conditions
General Conditions
Division 1 General Requirements
Division 2 Existing Conditions

	Specification Section	32 1243	Crack Repair – Running Track
	Specification Section	32 1724	Track Markings
	Specification Section	32 1815	All-Weather Track Surface - Respray

General Scope of Work:

1. Requirements of items included under General Work to be completed by all contractors.
2. Provide engineering and layout as required to complete this work.
3. Strict enforcement of this contractor’s requirement to provide timely clean-up, removal and disposal of all rubbish and debris generated by this trade during the work. Maintain a clean condition at all areas on site and free from dirt, mud, and gravel.
4. Protect existing asphalt/concrete from damage by equipment.
5. Remove and legally dispose of all excess materials and debris generated by scope of work, including topsoil, unless noted to stockpile.
6. Provide necessary dewatering associated with this work division.
7. Contractor responsible to powerwash/powervac debris from track surface prior to installation of new surfacing.
8. Fill all cracks with crack sealant / caulk prior to application of track surface.
9. Contractor is also responsible for furnishing, installing, and removing temporary protection of the fence, buildings and surrounding surfaces during spray applications.
10. Provide labor, materials and equipment necessary for application of additional EDPM structural spray layering to existing track surface.
11. Contractor is responsible to stripe the track per specifications. Coordinate track markings with Owner prior to application.
12. Restore any disturbed lawn areas.
13. Provide electronic copies of submittals as noted in specifications. If submittals comply with specifications, “Material Compliance Certificate” shall be used.
14. Provide all required closeout documents upon completion of project.

SECTION 00 2113
INSTRUCTIONS TO BIDDERS

STANDARD FORM

The Standard Form of Instructions to Bidders, AIA Document A701, 1997 edition, issued by the American Institute of Architects, is part of this specification. Copies are on file and may be obtained at the office of the Architect.

TABLE OF ARTICLES

1. Definitions	6. Post-Bid Information
2. Bidder's Representation	7. Performance Bond and Payment Bond
3. Bidding Documents	8. Form of Agreement Between Owner and Contractor
4. Bidding Procedures	9. Description of Work
5. Consideration of Bids	10. Warranty & Indemnity

The following includes modifications or additions to the above standard form which are applicable to this project.

ARTICLE 1DEFINITIONS

- 1.2 All definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, are applicable to these Instructions to Bidders.
- 1.3 Addenda are written or graphic instruments issued prior to the execution of the Contract which modify or interpret the bidding documents, including Drawings and Specifications, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents when the Construction Contract is executed. All changes in cost resulting from addenda shall be included in proposals.

ARTICLE 2BIDDER'S REPRESENTATION

- 2.1.3 Each bidder, by making his bid, represents that he has visited the site and familiarized himself with the local conditions under which the work is to be performed. No claims for extra compensation shall be allowed due to failure of any Bidder to examine the conditions that exist at the building site nor for conditions or difficulties encountered in the execution of the work which may have been avoided by such examination.

In submitting his proposal, the Bidder also:

- represents that he has reviewed the work outlined in the Description of Work and fully understands the scope of the work required by interfacing Bid Categories as well as that required by Bid Categories covered in his proposal;
- acknowledges that the scope of the work is not necessarily restricted to a single trade,

SECTION 00 2113
INSTRUCTIONS TO BIDDERS

specification division, or section and that his proposal includes the work of all trades within the Bid Category or Categories covered in his proposal;

- agrees that his proposal, if accepted by the Owner, will be the basis for a contract directly with the Owner and to enter into such contract in accordance with the intent of the Contract Documents.

2.1.5 The Bidder shall familiarize himself, prior to bidding, with the work requirements of all other contractors which precede, interface, follow, or are concurrent with the work of this Category.

ARTICLE 3BIDDING DOCUMENTS3.3 SUBSTITUTIONS

3.3.1 Each Bidder represents that his bid is based upon the materials and equipment described in the Bidding Documents.

3.3.2 The successful Contractor must include without approved substitution, all materials and equipment which are specifically identified by manufacturer's name, model or catalog number in the respective Specification Section. Where more than one (1) product or material manufacturer is specified, the Bidder may use the one of his choice in his base bid. It is required that Bidder indicated his choice of material by identifying same in check list attached to his proposal together with the cost attributed to such material. This cost shall be a part of Base Bid, not in addition thereto.

Other substitutions will be considered only when:

- A. Request of substitution by the Bidder is made seven (7) days prior to the bid opening and approval for such request is given in the form of an Addendum.
- B. Offered as a voluntary alternate presented on the Bidder's letterhead together with the amount to be deducted from his base proposal. The Owner may accept or reject such voluntary alternate based upon his best judgment.

3.3.2.1 Each such request shall include a complete description of their proposed substitute, the name of the material or equipment for which it is to be substituted, drawings, cuts, performance and test data and any other data or information necessary for a complete evaluation.

3.3.2.2 The Owner shall receive the benefit of all cost differences resulting from any substitution.

3.3.2.3 Any revisions necessary after substitutions of equipment or materials have been approved shall be the full responsibility of the Contractor without extra cost to the Owner.

3.3.4 Refer to Article 3.19 of Supplementary Conditions regarding substitutions after Award of Contract.

ARTICLE 4

SECTION 00 2113
INSTRUCTIONS TO BIDDERSBIDDING PROCEDURES4.1 PREPARATION OF BIDS

- 4.1.1 All bids must be prepared on the forms provided by the Architect and submitted in accordance with the Instructions to Bidders.

4.2 BID SECURITY

- 4.2.2 ANY BID NOT ACCOMPANIED BY A BID BOND, CERTIFIED OR CASHIER'S CHECK MAY BE REJECTED.

4.2.2.1 Either a CERTIFIED OR CASHIER'S CHECK on an open, solvent bank or a BID BOND issued by an approved bonding company payable to Mason Consolidated Schools in an amount equal to five percent (5%) of the bid shall be submitted with each proposal as liquidated damages if successful Bidder fails to sign contract and file necessary general insurance within fifteen (15) days after Notice of Award from Architect or Owner.

4.2.2.2 The bonding company on issuing a bid bond thereby obligates themselves to furnish a Performance, Labor and Material Bond within (10) ten days, in the full amount of the contract should subject Bidder be Low Bidder.

4.2.2.3 The bid deposit of all except the three (3) lowest responsible bidders will be returned within three (3) days after the opening of bids. The bid deposit of the three (3) lowest responsible bidder will be returned within 48 hours after the contract and their required bonds have been finally approved by the Owner.

- 4.2.3 (d) Contractor fails to provide required bonding and submit post-bid information required to determine contract award.

4.3 SUBMISSION OF BIDS

- 4.3.2.1 Proposals shall be addressed as follows:

Mason Consolidated Schools
2400 Mason Eagles Drive
Erie, MI 48133

- 4.3.3 A bid is invalid if it has not been deposited at the designated location prior to the time and date for receipt of any bids indicated in the Advertisement for Bids, or prior to any extension thereof issued to the bidders.

- 4.3.5 The contractor shall include in the bid and contract price all Sales Taxes and Use Taxes currently imposed by Legislative enactment and as administered by the Department of Revenue on the Bid Date. If the Contractor is not required to pay or bear the burden, or obtains a refund or drawback in whole or in part of any Sales or Use Tax, Interest or Penalty thereon, which was required to be and was deemed to have been included in the bid and contract price, the contract price shall be reduced by the amount thereof and the amount of such a reduction whether as a refund or otherwise, shall insure solely to the benefit of the Owner.

SECTION 00 2113
INSTRUCTIONS TO BIDDERS

- 4.3.6 If required, a Bidder shall submit to the Architect a properly executed Contractor's qualification statement prior to receipt of proposals. Requested material may include the following:

Bidder's performance record, list of construction equipment, financial statement covering a period of two (2) years and any additional information required to satisfy the Owner that the Contractor is qualified to fulfill the Contract.

- 4.3.7 Within one (1) hour after the completion of the opening of the bids, the General Contractors who submitted the three lowest bids must submit a list of the names of each subcontractor who will provide labor or a portion of the work or improvement to the Contractor for which he will be paid an amount exceeding 5 percent of the prime Contractor's total bid or \$40,000 whichever is greater. If the General Contractor fails to submit such a list within the required time, his bid shall be deemed not responsive.

4.4 MODIFICATION OR WITHDRAWAL OF BID

- 4.4.1 Unless otherwise provided in any supplement to these Instructions to Bidders, no Bidder shall modify, withdraw or cancel his bid or any part thereof for sixty (60) days after the time designated for the receipt of bids in the Advertisement for Bids.

4.4.2.1 Prior to receipt of the bids, Addenda will be mailed or delivered to each person or firm recorded by the Architect as having received the bidding documents and will be available for inspection wherever the bidding documents are kept available for that purpose. Addenda issued after receipt of bids will be mailed or delivered only to the selected bidder.

ARTICLE 5

CONSIDERATION OF BIDS

5.2 REJECTION OF BIDS

- 5.2.1 The Bidder acknowledges the right of the Owner to reject 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 to reject a bid if the Bidder failed to furnish any required BID SECURITY, or to submit the data required by the Bidding Documents, or if the bid is in any way incomplete or irregular.

5.3 ACCEPTANCE OF BID (AWARD)

- 5.3.1 Emphasis is placed upon the fact that the Owner's decision regarding award of contracts will be influenced by such factors as quality, completion time, construction features, his best judgment of value, etc., and not entirely upon cost, and further, shall reserve the right to accept or reject any or all bids and to waive irregularities in proposals.
- 5.3.3 Contracts will be awarded based upon proposals received for one Bid Category only or for all work combined under a single proposal.
- 5.3.4 Time is the essence of the Contract. It is understood that the work is to be carried through to completion with the utmost speed, consistent with good workmanship. The work of all trades shall be complete on days indicated except for minor replacement, correction or adjustment items which will not interfere with the complete operation and utilization of all parts of the contract work. The time of completion will be an important factor in determining award of the contract. Failure to comply with the construction document will result in

SECTION 00 2113
INSTRUCTIONS TO BIDDERS

rejection of the bid and/or cancellation of award.

- 5.3.5 Amounts entered in Proposal for Breakdowns or Unit Costs are subject to award, unless specifically noted otherwise.

ARTICLE 6

POST-BID INFORMATION

6.3 SUBMITTALS

- 6.3.1 Upon request by the Architect, the selected Bidder, within seven (7) days thereafter, shall submit the following:
- 6.3.1.1 A designation of the work to be performed by the Bidder with his own forces. Not to exceed a 10% markup for self performed/subcontracted work, material, and labor
 - 6.3.1.2 A list of names of the Sub-Contractors or other persons or organizations (including those who are to furnish the materials or equipment fabricated to a special design) proposed for such portions of the work as may be designated, the names of the Sub-Contractors proposed for the principal portion of the work.
 - 6.3.1.3 A statement of costs for each major item or work included in the bid or in detail as requested by the Architect.
- 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the proposed Sub-Contractors to furnish and perform the work described in the divisions of the Specifications pertaining to such proposed Sub-Contractor's respective trades.
- 6.3.3 Prior to the Award of Contract, the Architect will notify the Bidder in writing if either the Owner or the Architect, after due investigation, has reasonable and substantial objection to any person or organizations on such list and refuses in writing to accept such person or organization. The Bidder may, at this option, withdraw his bid without forfeiture of bid security, notwithstanding anything to the contrary contained in Paragraph 4.3.3. If the Bidder submits an acceptable substitute with an increase in his bid price to cover the difference in cost occasioned by such substitution the Owner may, at his discretion, accept the increased bid price or he may disqualify the Bidder.
- 6.3.4 Sub-Contractors, manufacturers, material suppliers and other persons and organizations proposed by the Bidder and accepted by the Owner and Architect must be used on the work for which they were proposed and accepted and shall not be changed except with written approval of the Owner or Architect. Failure to provide the information, as stated, will result in rejection of bid and/or cancellation of award (post-award).

ARTICLE 7

PERFORMANCE BOND AND PAYMENT BOND

7.1 BOND REQUIREMENTS

- 7.1 The Owner shall require the Bidder to furnish bonds covering the faithful performance of the

SECTION 00 2113
INSTRUCTIONS TO BIDDERS

Contract and the payment of all obligations arising there under in such form and amount as the Owner may prescribe and with such sureties secured through the Bidder's usual sources as may be agreeable to the parties. Premiums shall be paid by the Bidder. The bonding companies are to be limited to those listed on U.S. Department of Treasury Circular 570. All surety bonds will be checked for validity before an Award will be made. If for any reason the bonds are not valid, the selected Contractor's Proposal will be null and void.

7.2 TIME OF DELIVERY AND FORM OF BONDS

7.2.1 The Bidder shall deliver the required bonds to the Owner not later than (10) ten days from the date of intent to enter the contract, or if the work is commenced prior thereto in response to a letter of intent or Notice of Award, the Bidder shall, prior to commencement of the work, submit evidence satisfactory to the Owner that such bonds will be issued.

7.2.2.1 All successful Bidders, except those noted above, shall be required to furnish Performance and Labor and Material Bonds in the following amounts:

1. Performance Bond in the full amount of the contract insuring the faithful performance of all provisions of the contract and the satisfactory completion of the work embraced there under within the time agreed upon, and the covering of guarantees herein provided for. This bond shall also insure the Owner against defective material or workmanship in any work under the contract for a period of one (1) year after completion and acceptance of the project.
2. Payment Bond in the full amount of the contract for the protection of sub-contractors, labor and material men

7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his Power of Attorney indication the monetary limit of such power.

ARTICLE 10WARRANTY AND INDEMNITY10.1 WARRANTY

10.1 All work shall be guaranteed in writing against defects in workmanship and materials for two (2) years from issuance by the Board of Education's architect of the Certificate of Substantial Completion, or approval, acceptance and final payment by the Board of Education, whichever occurs first.

10.2 INDEMNITY

10.2 Contractor shall indemnify, defend and hold the Mason Consolidated Schools harmless from any damages to property or personal injuries resulting from or reasonable attributable to any defects in supplies or services provided by contractor hereunder.

END OF SECTION 00 2113

SECTION 00 2300
SCHEDULE AND PHASING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Attention is directed to Division 00 Procurement and Contracting Requirements, and to Division 01 General Requirements which are hereby made a part of this section.

1.2 MILESTONE SCHEDULE

- A. The following are the milestone schedule dates for the listed work and will become part of the Contract Documents. A Master Construction Schedule will be developed after award of contract(s) with Contractor input.

MILESTONE ACTIVITY	SCHEDULED START	SCHEDULED COMPLETION
Track Surface	June 26, 2024	July 26, 2024

- B. Close coordination will be required between all construction trades to ensure construction operations can be completed within the scheduled time.
- C. It is expressly agreed that time is of the essence for the completion of Work and Contractor agrees to perform the Work within the designated time specified. Contractor is responsible for any damage and expenses arising or resulting from the failure of Contractor to perform the Work in accordance with the specifications and milestone schedule.

1.3 CONSTRUCTION SCHEDULE PROCESS

- A. Contractor shall commence work in the field within five (5) days upon receiving a “Notice to Proceed” from Foresite Design, Inc. Contractor shall be responsible for performing and completing the Work to the approval of the Owner and Foresite Design, inc.
- B. Contractor shall submit to Foresite Design, Inc. within fifteen (15) days upon Award of Contract, information including but not limited to scheduling, anticipated work activities and working days, shop drawings and shall also note issues relating to availability of materials.
- C. If Contractor delays progress for any reason other than delays specifically excused under the Contract Documents, Contractor shall take any and all necessary actions to expedite its Work and maintain the project schedule at no additional expense to the Owner or Foresite Design, Inc.
- D. Contractor agrees that it shall have no claim against the Owner or Foresite Design, Inc. for an increase in awarded contract price nor for a payment or allowance of any kind for damage, loss, or expense arising from delays, regardless of whether the delay is the basis for an extension of time. This provision includes claims from damages, loss, or expense arising from interruptions to necessary suspension of Contractor’s Work to enable others to perform their work.
- E. The Contractor shall be back-charged an observation fee of \$1,000.00 per day for each day that the Contractor fails to meet the projected deadlines, weather permitting, and through no fault of the Owner, or Foresite Design, Inc.
 - 1. Observation Fees, as agreed upon by Owner, Contractor and Architect, will be deducted from Contractor’s direct Contract with the Owner and fees paid by the Owner to Foresite Design, Inc.

FORESITE DESIGN, INC.

MASON CONSOLIDATED SCHOOLS

SECTION 00 2300
SCHEDULE AND PHASING

END OF SECTION 00 2300

SECTION 00 4200
PROPOSAL FORM

PROPOSAL FOR: **2024 Track Renovations**
Mason Consolidated Schools
2400 Mason Eagles Drive
Erie, MI 48133

PROPOSAL TO: **Mason Consolidated Schools**
2400 Mason Eagles Drive
Erie, MI 48133

Attn: Kelli Tuller

ARCHITECT: FORESITE DESIGN, INC
3269 Coolidge Highway
Berkley, MI 48072
248-547-7757
Email: mike@foresitedesign.com

SUBMITTING CONTRACTOR: _____

ADDRESS: _____

PHONE: _____ EMAIL: _____

1. BASE PROPOSAL

I have carefully examined the bidding documents which include the Instructions to Bidders, all General Conditions and Supplemental Conditions, all drawings title " Mason Consolidated Schools" and all various addenda as prepared by FORESITE DESIGN, INC. which cover the general and architectural trades, as well as the premises and conditions affecting this work.

The undersigned proposes to furnish all labor, materials and equipment, all utilities, transportation services and taxes for the general construction as indicated under each proposal in accordance with said documents.

Within one (1) hour after the completion of the opening of the bids, the Contractors who submitted the apparent low bid must submit a list of the names of each subcontractor who will provide labor or a portion of the work or improvement to the Contractor for which he will be paid an amount exceeding 5 percent of the prime Contractor's total bid or \$40,000 whichever is greater. If the Contractor fails to submit such a list within the required time, bid may be deemed not responsive.

A. PROPOSAL A COMPLETE

PROPOSAL A: BASE BID \$ _____

Dollars

(written sum)

SECTION 00 4200
PROPOSAL FORM

2. ALTERNATES

The Undersigned further proposes to execute the work specified in the respective technical division or indicated on the drawings for the sum added to (unless otherwise noted) the Base Proposal Amount as stated below:

A. ALTERNATE No. 1: State the cost to be ADDED TO the Base Bid Proposal to caulk existing crack on outside edge of track surface. Alternate applies to outside of oval and along high jump.

ADD \$ _____

3. VOLUNTARY ALTERNATES

The following alternates are offered at this time for the consideration of the Owner. If accepted, the Base Proposal will be changed by the amount listed. Provide additional sheets as necessary.

A.

Add to or Delete from Base Proposal Amount: \$ _____

B.

Add to or Delete from Base Proposal Amount: \$ _____

4. PRICE GUARANTEE

The Undersigned agrees that its proposal shall not be withdrawn and the price stated in the Proposal is guaranteed for sixty (60) consecutive days from the bid date.

5. TAXES

The undersigned acknowledges that the prices stated above include all applicable taxes of whatever character or description.

6. ADDENDA

If any Addenda covering changes to the Bidding Documents have been received during the bidding period, the bidder shall fill in their numbers and dates which acknowledge having received the same, and having included in this proposal the work involved.

No. ___ Dated _____

No. ___ Dated _____

No. ___ Dated _____

SECTION 00 4200
PROPOSAL FORM

7. NEGOTIATION

The Undersigned agrees that, should the overall cost exceed the funds available, it will be willing to negotiate with the Owner for the purpose of making further reductions in the Contract Work, and shall agree to give full credit for all such reductions in the work requested by the Owner, including full value of labor, materials, and subcontract work and reasonable proportionate reductions in overhead and profit, thereby arriving at an agreed upon Contract price.

8. UNIT PRICES

All unit prices quoted shall include the sum total of all additional costs of labor, material, overhead, profit, fees, general conditions, and such other costs incidental to the work described. Any increase in cost must be approved by the Owner in writing prior to work being performed.

For all revisions involving the deletion of Contract work, it is agreed that full credit shall be given the Owner for such work deleted on a unit basis as quoted hereinafter.

UNIT PRICING BID PROPOSAL A (TRACK SURFACE)

A.	Crack filler (Caulk)	\$ _____	Per lineal foot (lf)
B.	Track surface - Respray	\$ _____	Per square yard (sy)

Any increased cost based on the unit prices must be approved by Owner's written change order prior to starting work. Quantities must be confirmed by a Testing Agency or Architect and the Owner.

9. LIQUIDATED DAMAGES PROVISION

Contractor shall complete the entire work and obtain a Certificate of Substantial Completion by the substantial completion date indicated on the Proposal Form. Contractor and Owner agree that if the Certificate of Substantial Completion is obtained later than the date, the following liquidated provisions apply. The project completion date shall be adjusted by an amount of time properly documented in Change Orders. If the Owner and Contractor do not agree with the adjustment in Contract time due to Change directives, such adjustment shall be determined by the Architect.

A. SITE OBSERVATION FEE

If the Contractor fails to obtain the Certification of Substantial Completion for the Project by the Project Completion Date (as adjusted pursuant to this paragraph), the Contract Sum payable to the Contractor will be reduced in the amount of \$1000.00 for each day that the issuance of the Certificate of Occupancy exceeds the Project Completion Date, weather permitting and through no fault of the Owner or Foresite Design, Inc.

10. RIGHTS RESERVED BY OWNER

The Owner reserves the unconditional right to waive any irregularities, reject any or all proposals or to accept proposals which in the judgment of the Owner will serve the best interests of the Owner. The Owner reserves the right to award to a Contractor based on factors other than low bid.

11. PROPOSAL GUARANTEE (BID BOND)

Is required: Refer to AIA Document A701-1997 "Instruction to Bidders"
Amount: 5% of contract sum

12. CONTRACT SECURITY (Performance and Labor & Material Payment Bond)

Is required: Refer to AIA Document A701-1997 "Instruction to Bidders"
Amount: 100% of contract sum

SECTION 00 4200
PROPOSAL FORM

13. CONTRACT EXECUTION

The Undersigned agrees to execute a Contract for work covered by this Proposal as provided for in the Bidding Documents. The Undersigned declares the legal status indicated below:

Individual

Partnership, having the following partners:

- 1. _____
- 2. _____
- 3. _____

Corporation, Incorporated under the laws of the State of _____

The Undersigned affirms that:

- A. This proposal is based upon the materials and construction, equipment, etc., named or described in the specifications.
- B. The address, given below, is the legal address to which all notices, directions, or other communications may be served or mailed.
- C. Its proposal is made in good faith, without collusion or connection with any other person or persons bidding for the same work, and that the process quoted herein include all terms, insurance, royalties, transportation charges, allowances, taxes, use of all tools and equipment, overhead, profit, etc., necessary to fully complete the work in accordance with the Contract Documents.

- 14. The Contractor shall hold harmless from and indemnify the Owner and Architect against all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees, by reason of any person or persons or property being damaged or by the Contractor, or any other employed under said Contractor, in any capacity during the progress of the work whether by negligence or otherwise.

The Undersigned agrees to live up to the above specifications and gives the Owner the right to deduct the cost of any damage caused by faulty work and any item conflicting with good workmanship from the final payment.

If notified of acceptance of this proposal, the undersigned agrees to execute a contract for the above work, for the above stated compensation, in form of the standard form of the AIA.

SECTION 00 4200
PROPOSAL FORM

FIRM NAME : _____

ADDRESS: _____

SIGNED: _____

NAME: _____

TITLE: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

DATE: _____

Return TWO (2) signed copies.

The Owner reserves the unconditional right to waive any informality or irregularity, reject any or all proposals, or to accept proposals which in the judgment of the Owner will serve its best interests, and to make in its judgment a determination as to the adequacy of the Contractor's qualifications, experience, and capability.

SECTION 00 4200
PROPOSAL FORM

CONTRACTOR QUALIFICATIONS

1. Years in Business: _____ years
(This company and this business)

2. Minimum Experience – at least three (3) comparable (similar) projects of similar size and cost, with customer reference.

Project Name: _____

Location: _____

Cost: _____

Year: _____

Contact Name: _____ Title: _____

Phone: _____ Email: _____

Project Name: _____

Location: _____

Cost: _____

Year: _____

Contact Name: _____ Title: _____

Phone: _____ Email: _____

Project Name: _____

Location: _____

Cost: _____

Year: _____

Contact Name: _____ Title: _____

Phone: _____ Email: _____

FAMILIAL RELATIONSHIP DISCLOSURE FORM MCL 380.1267 (d)

SECTION 00 4200
PROPOSAL FORM

This form MUST BE NOTORIZED as a condition of being awarded business by the Mason Consolidated Schools.

- 1. I, the Undersigned, being first duly sworn, depose and say; and my signature verifies, that there are no Owner(s), Principals, Officers, Agents, Employees, or Representatives of this firm that have any familial relationships with any members of the Mason Consolidated Schools, or its Superintendent, unless specifically noted below:

The following are the familial relationship(s) disclosed:

	Owner/Employee Name	Related to:	Relationship
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

(Attach additional pages if necessary to disclose familial relationships.)

- 2. I have personal knowledge and/or I have personally verified that the following are all of the familial relationships existing between the owner(s) and employees(s) of the aforementioned contractor and the school district's superintendent and/or board members
- 3. I have authority to bind the aforementioned contractor with the representations contained herein, and I am fully aware that the school district will rely on my representations in evaluating bids for the construction project.

There is no familial relationship that exists between the owner(s) and employees(s) of the aforementioned contractor and the school district's superintendent and/or board members.

BIDDER'S FIRM NAME _____

BY (SIGNATURE) _____

PRINTED NAME AND TITLE _____

Subscribed and sworn before me, this _____

Seal:

Day of _____, 20____, a Notary Public

In and for _____ County, _____

Signature

NOTARY PUBLIC

My Commission expires _____

SECTION 00 4200
PROPOSAL FORM

AFFIDAVIT OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT
MICHIGAN PUBLIC ACT NO. 517 OF 2012

The undersigned, the Owner, or authorized officer of the below-names company (the “Company”), pursuant to the compliance certification requirement provided in Mason Consolidated Schools’ Request for Proposal Bid (“RFP”), hereby certifies, represents, and warrants that the Company (which includes its officers, directors and employees) is not an “Iran Linked Business” within the meaning of the Iran Sanctions Act, Michigan Public Act No. 517 of 2012, and that in the event the Company is awarded a contract by the Mason Consolidated Schools as a result of the aforementioned RFP, the Company is not and will not become an “Iran Linked Business” at any time during the course of performing any services under this contract.

The Company further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or two (2) times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the Mason Consolidated Schools’ investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date that it is determined that a person has submitted a false certification.

PRINT:

Company Name _____

Street Address _____

City / State / Zip _____

Phone _____

Company Officer _____

Title _____

Officer’s Signature _____ Date _____

STATE OF _____) ss

COUNTY OF _____

Subscribed and sworn before me, this _____ day of _____, 20____, by _____

a Notary Public in and for _____ County, _____

Signature

NOTARY PUBLIC

Seal:

My Commission expires _____

SECTION 00 4200
PROPOSAL FORM

NON-COLLUSIVE AFFIDAVIT

STATE OF _____) ss

COUNTY OF _____)

_____, being first duly sworn, deposes and says:

That he is (a partner or officer, etc.) of the firm of, _____ the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any bidder, or to secure any advantage against Mason Consolidated Schools or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of:

Bidder, if bidder is an individual:

Partner, if the bidder is a partnership;

Officer, if the bidder is a Corporation.

Subscribed and sworn to before me this ___ day of _____ 20 ____

My commission expires:

SECTION 00 4200
PROPOSAL FORM

CERTIFICATION OF COMPLIANCE – CRIMINAL BACKGROUND CHECKS

AFFIDAVIT OF BIDDER

The undersigned, the Owner, or authorized officer of the below-named company (the “Contractor”), pursuant to the compliance certification requirement provided in the Mason Consolidated Schools’ Request for Proposal Bid (“RFP”), hereby certifies, represents, and warrants that the Contractor (which includes its officers, directors and employees) has performed and/or will perform sufficient criminal background checks, including, at a minimum, an Internet Criminal History Tool (“ICHAT”) check, for all of the owners, employees, agents, representatives, contractors, and/or other personnel who will be on any School District premises to carry out the services contemplated by the Contract documents. The Contractor further certifies that no owners, employees, agents, representatives, contractors, and/or other personnel of the Contractor will be on any School District premises if they are a registered criminal sex offender under the Sex Offenders Registration Act, Public Act 295 of 1994, or have been convicted of “Listed Offences” as defined under Section 722 of the Sex Offenders Registration Act, MCL 28.772.

The Contractor further acknowledges that if it is found to have submitted a false certification or otherwise fails to comply with the requirements of this certification, the School District may immediately terminate the Contract.

PRINT:

Company Name

Officer’s Signature

Title

On this ____ day of _____, 20__, the above appeared to be personally known who, being sworn by me, did say that he/she is the agent for the bidder and that the above was signed and sworn on behalf of the company and represents a true and accurate statement.

Notary Public

_____ County, Michigan

Commission expires: _____

END OF SECTION 00 4200

SECTION 00 4336
LIST OF SUBCONTRACTORS

TO BE COMPLETED BY BIDDER:

Project: 2024 Track Renovations

Proposal A – Site Work

COMPLETE LIST OF SUBCONTRACTORS BIDDER WILL BE USING:

Company Name

Contact Name

Address

City, State Zip

Phone # Fax #

Company Name

Contact Name

Address

City, State Zip

Phone # Fax #

Company Name

Contact Name

Address

City, State Zip

Phone # Fax #

Company Name

Contact Name

Address

City, State Zip

Phone # Fax #

Company Name

Contact Name

Address

City, State Zip

Phone # Fax #

Company Name

Contact Name

Address

City, State Zip

Phone # Fax #

(USE ADDITIONAL SHEETS AS REQUIRED)

SECTION 00 4336
LIST OF SUBCONTRACTORS

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SECTION 00 6513
MATERIAL COMPLIANCE CERTIFICATE

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AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

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

THE OWNER:
(Name, legal status and address)

THE ARCHITECT:
(Name, legal status and address)

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 CONTRACTOR
- 4 ARCHITECT
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK
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- 9 PAYMENTS AND COMPLETION
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- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES

ADDITIONS AND DELETIONS:

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

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

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

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

§ 1.1.2 THE CONTRACT

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

§ 1.1.3 THE WORK

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

§ 1.1.4 THE PROJECT

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

§ 1.1.5 THE DRAWINGS

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

§ 1.1.6 THE SPECIFICATIONS

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

§ 1.1.7 INSTRUMENTS OF SERVICE

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

§ 1.1.8 INITIAL DECISION MAKER

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

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

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

§ 1.3 CAPITALIZATION

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

§ 1.4 INTERPRETATION

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

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

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

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

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

ARTICLE 2 OWNER

§ 2.1 GENERAL

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

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

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the

portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

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

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

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

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

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

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

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

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

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

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 WARRANTY

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

§ 3.6 TAXES

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

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

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

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

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

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

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§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

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

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

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

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§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

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

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

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

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and

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completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

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

§ 3.14 CUTTING AND PATCHING

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

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

§ 3.15 CLEANING UP

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

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

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

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18.

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

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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

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

§ 4.2 ADMINISTRATION OF THE CONTRACT

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

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

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

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

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

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

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

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

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

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§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

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

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

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

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

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

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

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

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

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

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Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

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

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

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

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

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

§ 6.3 OWNER'S RIGHT TO CLEAN UP

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

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ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

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

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

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

§ 7.2 CHANGE ORDERS

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

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

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

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

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

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

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount

for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

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

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

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

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

§ 7.4 MINOR CHANGES IN THE WORK

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

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

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

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

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

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

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

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§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

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

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

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

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

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

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encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

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

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

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

§ 9.6 PROGRESS PAYMENTS

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

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

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

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

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

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

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

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

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

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

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

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

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

§ 9.9 PARTIAL OCCUPANCY OR USE

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

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

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

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

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

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

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

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

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

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

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

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

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

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

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

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

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

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

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

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§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

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

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

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

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

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

§ 11.2 OWNER'S LIABILITY INSURANCE

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

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§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

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

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

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

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

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

§ 11.3.2 BOILER AND MACHINERY INSURANCE

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

§ 11.3.3 LOSS OF USE INSURANCE

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

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

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment

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property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

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

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

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

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

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

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

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

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

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

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

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

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

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

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

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

§ 13.2 SUCCESSORS AND ASSIGNS

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

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

§ 13.3 WRITTEN NOTICE

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

§ 13.4 RIGHTS AND REMEDIES

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

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

§ 13.5 TESTS AND INSPECTIONS

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

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

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

such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

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

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

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

§ 13.6 INTEREST

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

§ 13.7 TIME LIMITS ON CLAIMS

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

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

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

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

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§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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

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

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

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

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

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

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

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

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

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

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

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

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

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

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

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

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

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

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

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

§ 15.4 ARBITRATION

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

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

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

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

§ 15.4.4 CONSOLIDATION OR JOINDER

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

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

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

Additions and Deletions Report for AIA[®] Document A201[™] – 2007

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:01:04 on 01/05/2010.

There are no differences.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Heather Cobb, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:01:04 on 01/05/2010 under Order No. 3780522392_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2007 - General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

SECTION 00 7300
SUPPLEMENTARY CONDITIONS

STANDARD FORM

The Standard Form of General Conditions of the Contract for Construction, AIA Document A201 - 2007, issued by the American Institute of Architects, is a part of this specification. Copies are on file and may be obtained at the office of the Architect.

TABLE OF ARTICLES

1.	General Provisions	8.	Time
2.	Owner	9.	Payments and Completion
3.	Contractor	10.	Protection of Persons and Property
4.	Administration of the Contract	11.	Insurance and Bonds
5.	Sub-Contractors	12.	Uncovering and Correction of Work
6.	Separate Contracts	13.	Miscellaneous Provisions
7.	Changes in the Work	14.	Termination of Contract

The following supplements modify, change, delete from or add to the above named documents. Where any article of the General conditions is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these supplements, the unaltered provisions of that article, paragraph, subparagraph or clause shall remain in effect.

ARTICLE 1GENERAL PROVISIONS1.1 DEFINITIONS

1.1.2 The Contract

1.1.2.1 The work shall be performed under separate or combined contracts. It is the duty of each Contractor to coordinate his work with that of each other Contractor. A complete set of drawings and specifications will be made a part of the Contract Documents for each Contractor.

1.1.4 The Project

1.1.4.1. The work covered in this project manual consists of construction and other related items, as set forth in the Instruction to Bidders, all pursuant to completion of Mason Consolidated Schools 2024 Track Renovations.

1.1.6.1 The term "product" as used in these Supplementary Conditions includes material, systems and equipment.

1.1.7.1 The term "Project Manual" as used in these Supplementary Conditions is the volume which includes the Bidding Requirements, Conditions of Contract and the Specifications.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.3.1 No responsibility either direct or implied is assumed by the Architect for omission or duplications by the Contractor or his Sub-contractor due to real or alleged error in arrangements of matter in these Contract Documents.

SECTION 00 7300
SUPPLEMENTARY CONDITIONS

It is the intent that the Drawings and Specifications include everything necessary for the completion of the project and to be consistent with each other. It is hereby agreed and understood that work shown on the Drawings and not mentioned in the Specifications, or vice versa, is to be included the same as if it were mentioned in both the Drawings and the Specifications, with no extra charge to the Owner. If any part of the Drawings and/or Specifications are inconsistent, incorrect, or obscured in their meaning, these discrepancies shall be brought to the attention of the Architect in writing before execution of the Contract. Where there is conflict regarding the quality of any equipment or material, the one having the better quality shall be used unless directed by the Architect.

In submitting his proposal, the Contractor agrees to furnish all labor and supervision necessary to produce the construction required by the Contract Documents and all materials and equipment incorporated or to be incorporated in such construction.

- 1.2.4 The organization of the Specifications is done with the intent of defining the work for multiple Contract performance. The extent of responsibility for Contractor performance is overlapping from one technical section to another. It is the responsibility of each Contractor to cooperate and coordinate his work with other Contractors as necessary to meet all interface conditions standard to the industry and obvious to the intended extent of the work on this particular project.

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

- 1.5.1.1 Drawings and Specifications provided to those not party to the contract are to be returned immediately upon request of the Architect.

ARTICLE 2

OWNER

2.1 GENERAL

- 2.1.1.1 The Owner of this Project is:

Mason Consolidated School
2400 Mason Eagles Drive
Erie, MI 48133

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

- 2.2.3.1 The Owner shall obtain and pay for those items described (if any) set forth in the General Requirements.

- 2.2.4.1 The Owner shall issue all instruction to the Contractor through the Architect.

2.4 OWNER'S RIGHTS TO CARRY OUT THE WORK

- 2.4.1 The written notice will arrive in the form of, two (2) "forty-eight (48) hour notices" prior to Owner's carrying out the work. The method of notification is distributed via an email transmittal and the original will be sent 1st Class Mail.

SECTION 00 7300
SUPPLEMENTARY CONDITIONS

ARTICLE 3

CONTRACTOR

3.7 PERMITS, FEES AND NOTICES

- 3.7.1.1 The individual contractor will be responsible for securing and paying for permits pertaining to their area of work, and other items as set forth in the general requirements. Costs and arrangements for governmental inspection shall be the responsibility of the Contractor.

3.9 SUPERINTENDENT

- 3.9.1 The contractor shall provide adequate supervision over the work involved in his portion of the project. The Contractor shall designate a representative through which all communications shall be made. This representative shall work closely with the Architect in the performance of the work and his communications shall be binding on the part of the Contractor. Important communications shall be confirmed in writing.

- 3.9.1.1 All work shall be of the highest quality and in strict accordance with Manufacturer's published specifications and to Owner's satisfaction. Unacceptable workmanship will not be tolerated or permitted to continue.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

- 3.10.1.1 The Contractor and all Sub-Contractors, suppliers and manufacturers shall schedule materials, deliveries and installation expeditiously, and provisions to this effect shall be included in all subcontracts.
- 3.10.2.1 The Projected Construction Schedule as endorsed or modified by the Contractor, is part of the Contract Documents. This schedule constitutes the Contractor's commitment to expedient performance.
- 3.10.2.2 Modification to the Schedule as a result of allowable time extensions or increased scope of work shall be accepted by the Contractor as inherent to the construction process and shall not qualify as a basis for extra compensation from the Owner.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

- 3.11.1.1 The drawings marked to record all changes and of underground installations made during construction, shall be delivered to the Architect upon completion of the work. Receipt of as-built drawings by the Architect is a condition for Final Payment.
- 3.11.1.2 The prints for record drawings will be a set of black and white prints provided by the Architect at start of construction. The Contractor shall maintain the set in good condition and shall use colored pencils to mark up the set in a legible manner to show:
- 3.11.1.2.A Significant deviations made during construction.
- 3.11.1.2.B Significant details not previously shown on drawings.

SECTION 00 7300
SUPPLEMENTARY CONDITIONS3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.12.5 Shop drawings and samples shall be submitted to the Architect, dated and marked to show the names of the project, Architect, Contractor, originating Sub-contractor, Manufacturer or Supplier, and separate Retailer if pertinent. Shop drawings shall completely identify Specification section and locations at which materials or equipment are to be installed. Reproductions of Contract Drawings are acceptable as Shop Drawings only when specifically authorized in writing by the Architect.

Submission of shop drawings and samples shall be accompanied by a transmittal letter containing Project name, Contractor's name, number of drawings and samples, titles and other pertinent data.

3.12.5.1 Each Contractor shall provide the necessary record drawing information in timely and efficient manner.

3.12.5.2 Submission of shop drawings for approval shall consist of five (5) prints. One (1) print will be returned to the Contractor marked per Paragraph 3.12.11.1 following.

3.12.5.3 Unless otherwise specified, the number of shop drawings and the number of samples which the Contractor shall submit for record is the number that the Contractor requires to be returned plus five (5) copies for drawings and three (3) for samples which will be retained by the Architect/Owner.

If the shop drawing affects the work of another contractor(s) the Contractor shall provide additional copies as directed by the Architect.

3.12.8.1 The Contractor shall conscientiously supply all information required when submitting Shop Drawings and Samples. Information pertaining to delivery and expediting will be part of his submittal. This data is vital to field performance; consequently, the submittal will be returned unless complete information is provided.

3.12.11 Grading of shop drawings shall be as follows:

- A. No Exception Taken: No corrections, no marks.
- B. Reviewed and Noted.: Minor amount of corrections; all items can be fabricated without further correction; checking is complete and all corrections are obvious without ambiguity.
- C. Re-submit: Minor amount of corrections; noted items must not be fabricated without further corrections, checking is not complete, details of items noted by checker are to be further clarified before full approval can be given; items not noted to be corrected can be fabricated under this stamp.
- D. Disapproved: Drawing or equipment is not in accordance with the contract. Submit new drawings covering equipment which meets specifications. Drawings will be returned unstamped with notification on letter of transmittal.

3.13 USE OF SITE

3.13.1 The control of the site will be by the Owner. The Contractor shall cooperate with him in all matters involving use of the site.

SECTION 00 7300
SUPPLEMENTARY CONDITIONS

3.14 CUTTING & PATCHING

3.14.2 Where cutting of existing work is necessary, same shall be straight, true and of proper size. No excessive cutting will be permitted nor shall any piers or other structural members be cut without the consent of the Architect. The Contractor shall not endanger any work by cutting, excavating or otherwise and shall not cut or alter the work of any other Contractor without the consent of the Architect.

3.14.2.1 The cutting of all existing work shall be performed by the Contractor requiring same except that the cutting of openings shall be performed by workmen skilled relative to the material being cut.

3.14.2.2 The patching of all exposed work shall be performed by workmen skilled relative to the material being patched.

3.14.2.3 All patching shall be done in a neat, workmanlike manner with materials to match existing.

3.14.2.4 Where cutting or patching is required of one Contractor because of negligence of another Contractor then the cost for same shall be borne by the negligent Contractor.

3.15 CLEANING UP

3.15.2 If the Contractor fails to clean up within 7 days after receipt of notice by the Architect, the Owner may do so and the cost thereof shall be charged to the Contractor.

3.15.2.1 Each Contractor shall perform clean up of his own work including knocked down boxes and other containers. Debris shall not be buried on the site.

3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

3.19 SUBSTITUTIONS

3.19.1 After the contract has been executed, the Architect will consider a formal request for substitution of products for those specified, under the following conditions:

- A. The request is accompanied by complete data on the proposed substitution substantiating compliance with the Contract Documents including product identification and description, performance and test data, references and samples where applicable, and an itemized comparison or proposed substitution with the products specified or named by Addenda, with data relating to Contract time schedule, design and artistic effect where applicable, and its relationship to separate contracts.
- B. The request is accompanied by accurate cost data on the proposed substitution in comparison with the product specified, whether or not modification of the Contract Sum is to be a consideration.

3.19.2 Requests for substitution based on Clause 3.19.1 above, when forwarded by the Contractor to the Architect, are understood to mean that the Contractor:

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- A. Represents that he has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified.
- B. will provide the same guarantee for the substitution that he would for that specified.
- C. certifies that the cost data presented is complete and includes all related costs under this contract, but excludes costs under separate contracts and the Architect's redesign costs, and that he waives all claims for additional costs related to the substitution which subsequently became apparent; and
- D. will coordinate the installation of accepted substitute, making such changes as may be required for the work to be complete in all respects.

Substitutions will not be considered if:

- A. They are indicated or implied on the shop drawings submissions without the formal request required in Clause 3.19 above; or
- B. For their implementation they require a substantial revision of the Contract Documents in order to accommodate their use.

ARTICLE 4

ADMINISTRATION OF THE CONTRACT

4.1 THE ARCHITECT

- 4.1.1.1 Requests concerning interpretations during the construction period shall be made to the Landscape Architect. The term "Architect" means the Landscape Architect or the Landscape Architect's representative.

The Landscape Architect for this project is Foresite Design, Inc., 3269 Coolidge Highway, Berkley, MI 48072. (248) 547-7757.

4.5 MEDIATION

- 4.5.1 Binding mediation will be entered into only if mutually agreed upon by both the Owner and Contractor.

ARTICLE 6

CONSTRUCTION BY OWNER OR
BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION
AND TO AWARD SEPARATE CONTRACTS

- 6.1.1 Delete:

"...and waiver of subrogation."

- 6.1.3.1 A pre-construction conference will be held to review schedule, in the event separate contracts are issued all work must be completed as outlined in the

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bidding documents. Contractor shall coordinate their Work with other trades in a manner that is in the best interest of the Owner and the overall project.

ARTICLE 7

CHANGES IN THE WORK

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.10 Add:

“The following fees apply to Changes in the Work in accordance with Subparagraph 7.3.6:

- a. 10 percent overhead and profit on the net cost of materials and labor done by the Contractor;
- b. 5 percent overhead and profit on the net cost of materials and labor done by any Subcontractor.

ARTICLE 8

TIME

8.2 PROGRESS AND COMPLETION

8.2.4 During the course of the work, the Architect will condone reduced crew size or even total absence on the part of the Contractor, providing such reduced activity is mutually agreed to and will not slow down or interfere with the overall progress of the work. However, when work is available and is required to maintain the Construction Schedule or assist an interface situation, performance by the Contractor is mandatory. If performance is not maintained by the contractor, the Owner will give the Contractor two (2) forty-eight (48) hours notices before taking over completion of work as covered in Article 2.4.1.

8.2.4.1 The Contractor will keep accurate daily records of performance on all Contracts involved in the project. The comparison of these records with the Contractor's commitment to the Construction Schedule will determine his effort in pursuit or total project completion.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1.1 If a delay on the part of one Contractor directly affects the progress of others, then time extensions shall be granted to those directly affected. Necessarily, however, the granting of time extensions shall not increase the required working time span for any Contractor, only the completion date.

8.3.2 All claims for extension of time shall be made in writing to the Architect no more than seven (7) days after the occurrence of the delay; otherwise, they shall be waived. In the case of a continuing cause of delay, only one claim is necessary.

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ARTICLE 9

PAYMENTS & COMPLETION

9.2 SCHEDULE OF VALUES

9.2.1 The Architect shall review the schedule of values, submitted by the Contractor. The schedule of values shall be prepared in such a manner that each major item of work and each subcontracted item of work is shown as a single line item on AIA Document G702, Application and Certificate for Payment, Continuation Sheet, G703.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 Substitute the following:

No later than the 15th day of each month, the Contractor shall submit to the Architect an itemized Application for Payment, supported by such data substantiating the contractor's right to payment as the Owner and Architect may require. Payment by the Owner will be made on or before the 20th day of the following month.

9.3.1.3 Until final payment, the Owner will pay ninety percent (90%) of the amount due to the Contractor on account of progress payments. If the manner of completion of the work and its progress are, and remain, satisfactory to the Architect, and in the absence of other good and sufficient reasons and shown to be fifty percent (50%) or more complete in the Application retainage, on presentation by the Contractor of Consent of Surety for each application, the landscape architect shall certify any remaining progress payments to be paid in full.

9.3.1.4 The full contract retainage may be reinstated if the manner of completion of the work and its progress do not remain satisfactory to the Architect, or if the surety withholds his consent, or for other good and sufficient reasons.

9.3.1.5 The form of Application for Payment shall be AIA Document G702, Continuation Sheet, G703.

9.3.1.6 At the time the payment is submitted, the Contractor will present to the Architect in triplicate and original, a Sworn Statement and a Waiver of Lien in the amount of the payment. Waivers from Sub-contractors, and Suppliers representing major expenditures shall also be required. **If these documents are not attached, the pay application will not be processed.**

9.3.1.7 Final payment will be made within 30 days after the Contractor has achieved final completion as determined by Owner and supplied necessary submittals/warranties/guarantees as may be required elsewhere in the contract document. 10% of value of Work completed and acceptable will be retained by Owner until final payment.

9.6 PROGRESS PAYMENTS

9.6.1 The Owner shall make payment to the Contractor on or before the twentieth (20th) day of the month following the Contractor's submission of Application for Payment and after the Architect has issued a Certificate for Payment.

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9.8 SUBSTANTIAL COMPLETION

- 9.8.1.1 The Architect will prepare a Certificate of Substantial Completion when he determines that the work of each individual Contract is substantially complete.
- 9.8.4.1 The Contractor shall finish all items on the list within thirty (30) days of the acceptance of the Certificate of Substantial Completion. If completion is not obtained within thirty (30) days, the Owner will give the Contractor two (2) forty-eight (48) hours notices before taking over completion of work as covered in Article 2.4.1.

9.10 FINAL COMPLETION AND FINAL PAYMENT

- 9.10.1.1 The Architect will issue a final Certificate for Payment after he finds the work acceptable under Contract Documents and the Contract fully performed.
- 9.10.2.1 Final payment, covering each individual Contract, will be made by the Owner to the Contractor thirty days after Substantial Completion of the work unless otherwise stipulated in the Certificate of Substantial Completion, provided the work has then been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

- 10.1.1 Contractor shall adequately protect building, service drives, lawn, shrubs, trees etc. from damage, including water damage, during the process of performing required Work. Contractor shall repair or be responsible for the costs to repair, all property damaged during the performance of this Contract. Damages to the building will be addressed immediately and sent to Contractor in writing by Owner.

10.2 SAFETY OF PERSONS AND PROPERTY

- 10.2.8 Contractor shall be responsible for all means and methods as they relate to safety and shall comply with all applicable local, state and federal requirements that are safety related. Safety shall be the responsibility of the Contractors. All contractor related personnel shall be instructed daily to be ever mindful of the full time requirement to maintain a totally safe environment for the facilities' occupants including students, staff, visitors and the occurrence of the general public on or near the site.

ARTICLE 11

INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

- 11.1.1 In the first line following the word "maintain", insert the words "In a company or companies licensed to do business in the state in which the Project is located."

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11.1.1.9 Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:

1. Premises - Operations (including X-C-U). (For underground work only)
2. Independent Contractor's protective
3. Products and completed operations
4. Contractual - including specified provisions for the Contractor's obligations under Paragraph 3.18.
5. Owned, non-owned and hired motor vehicles.
6. Broad form coverage for property damage.

Add the following:

11.1.2.1 Add the following minimum limits:

1. Worker's Compensation & Employers' Liability

A.	Each Accident	\$ 500,000
B.	Disease-Policy Limit	\$ 500,000
C.	Disease-Each Employee	\$ 500,000

2. Comprehensive General Liability

A.	Bodily Injury	
	Each Person	\$ 500,000
	Each Occurrence	\$ 1,000,000
B.	Personal Injury	
	Each Person	\$ 500,000
	Aggregate	\$ 2,000,000
	General Aggregate	\$ 2,000,000
C.	Property Damage	
	Each Person	\$ 500,000
	Each Occurrence	\$ 500,000
	Aggregate	\$ 2,000,000

3. Automobile Liability

A.	Bodily Injury	
	Each Person	\$ 500,000
	Each Occurrence	\$ 500,000
B.	Property Damage	
	Each Occurrence	\$ 100,000

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- 4. Independent Contractors
Same limits as above
- 5. Products and Completed Operations
Same limits as above
- 11.1.2.2 The Contractor will require all Sub-contractors to maintain similar insurance coverage.
- 11.1.2.3 In addition to the General Liability coverage required by Article 11.1.2.1, the Contractor will maintain during the period of this Contract Umbrella Liability Insurance covering the risk of losses of \$ 1,000,000.00 in excess of the limits stated in Article 11.1.2.1.
- 11.1.3.1 Furnish one (1) copy of Certificates herein required for each copy of the Agreement; specifically set forth evidence of all coverage required by Subparagraph 11.1.1. and 11.1.2. Furnish the Owner copies of any endorsements that are subsequently issued amending coverage or limits.
- 11.1.3.2 All Certificates for insurance shall name the Owner and Architect as additionally insured.
- 11.1.3.3 **The following language shall be indicated on all certificates of insurance from successful bidder: Mason Consolidated Schools, its elected or appointed officials, employees and volunteers, and Foresite Design, Inc. are included as insured with regards to damages and defense of claims arising from: (a) activities performed by or on behalf of the named insured, or (b) products and completed operations of the named insured, or (c) premises owned, leased, or used by the named insured".**

11.3 PROPERTY INSURANCE

- 11.3.5 Delete the last sentence in its entirety:

"All separate policies shall provide this waiver of subrogation by endorsement or otherwise."

- 11.3.7 Delete this section in its entirety:

"The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged."

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11.3.9 Add the following sentence:

In waiving rights of recovery under terms of this Subparagraph, the term "Owner" shall be deemed to include his employees, the Architect, and their employees as the Owner's representative as provided in the Contract Documents.

11.3.11 If the Owner finds it necessary to occupy or use a portion or portions of the work prior to Substantial Completion, such occupancy shall not commence prior to a time mutually agreed to by the Owner and the Contractor and concurred with by the insurance company or companies. This insurance shall not be canceled or lapsed on account of such partial occupancy.

11.5 OWNER'S PROTECTIVE INSURANCE

11.6.1 The Contractor shall provide Owner's Protective Insurance on same limits as specified in 11.1.1 and 11.1.2 above, naming the Architect as additionally insured.

ARTICLE 13

MISCELLANEOUS PROVISIONS

13.3 WRITTEN NOTICE

13.3.1 Written notice shall be deemed to have been duly served if delivered or sent via the telephone facsimile machine to the last known number to the party giving notice.

13.5 TESTS AND INSPECTIONS

13.5.1 The Owner shall pay for all testing.

13.8 NO SMOKING

13.8.1 No smoking is permitted in the building or on school grounds.

13.9 SECURITY

13.9.1 Contractors shall observe the following procedure when working in a school building, unless otherwise instructed:

1. Proceed to the office, identify yourself, state reason for being in the building, and receive visitors pass.
2. Complete work, then revisit the office to check out prior to leaving the building/premises.

13.10 ENVIRONMENTAL SAFETY/RESPONSIBILITY

13.10.1 It shall be the responsibility of the Contractor or sub-contractor to pay any and all costs incurred from the clean up related to any environmental hazard created by means of contamination caused by accident or neglect of the Contractor or sub- contractor.

It shall be the responsibility of the Contractor or sub-contractor to dispose of any environmentally hazardous product(s) and/or material in accordance with the EPA, DNR,

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and local applicable laws and regulations.

It shall be the responsibility of the Contractor or sub-contractor, if required, to purchase permits and notify the proper authorities prior to commencing said project or, should a "release" take place, to notify proper authorities of any such release.

It shall be the responsibility of the Contractor or sub-contractor to maintain on site a blood borne pathogen plan and all necessary safety supplies associated with any spill or clean up that may occur.

13.11 RIGHT TO KNOW

13.11.1 In accordance with **MIOSHA** regulations pertaining to the "**Michigan Right to Know Law**" the owner has posted Material Safety Data Sheets for any hazardous chemicals in their workplace. The Contractor shall designate a coordinator to oversee the institution and maintenance of a similar program for the areas in which the construction work will take place. The program must encompass all **MIOSHA** Regulations with regards to the "**Michigan Right to Know Law**" for all hazardous chemicals which will be used on site during the course of construction.

13.12 ASBESTOS FREE CERTIFICATION

No asbestos containing material shall be purchased or installed as a part of this project. The Contractor shall be required to certify that no asbestos containing materials have been replaced in this project. **Approved certification shall be on file with the Owner prior to consideration for final payment.**

13.13 AFFIRMATIVE ACTION

Mason Consolidated Schools as an Equal Opportunity Affirmative Action Employer, Complies with the federal and state laws prohibiting discrimination, including Title IV and Title VII (with amendments) of the 1964 Civil Rights Act, Title IX of the Educational Amendment of 1972, Section 504 of the Rehabilitation Act of 1973 and Veterans Readjustment Act of 1974 as amended 38 USC20-12 and the Americans With Disabilities Act of 1990. It is the policy of the school board that no person, on the basis of race, sex, height, weight, color, religion, nation origin or ancestry, age, marital status, disability or veteran status, shall be discriminated against in employment, educational programs and activities, or admission.

END OF SECTION 00 7300

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SUPPLEMENTARY CONDITIONS

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SECTION 00 7400
AGREEMENT BETWEEN OWNER AND CONTRACTOR

The "Agreement between Owner and Contractor", AIA Document A105 - 2017 Edition, is attached after this section.

END OF SECTION 00 7400



AIA[®] Document A105[™] – 2017

Standard Short Form of Agreement Between Owner and Contractor

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

BETWEEN the Owner:
(Name, legal status, address and other information)

Mason Consolidated Schools
2400 Mason Eagles Drive
Erie, MI 48133

and the Contractor:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

Mason High School
2024 Track Renovations

The Architect:
(Name, legal status, address and other information)

Forsite Design, Inc.
3269 Coolidge Hwy
Berkley, MI 48072

The Owner and Contractor agree as follows

ADDITIONS AND DELETIONS:

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

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

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated , and enumerated as follows:

Drawings:

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

Specifications:

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

- .3 addenda prepared by the Architect as follows:

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

- .4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and
- .5 other documents, if any, identified as follows:

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.
(Insert the date of commencement if other than the date of this Agreement.)

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:
(Check the appropriate box and complete the necessary information.)

Not later than () calendar days from the date of commencement.

By the following date:

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

(\$)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work	Value
---------------------	-------

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:
(Identify the 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.)

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:
(Identify each allowance.)

Item	Price
------	-------

§ 3.5 Unit prices, if any, are as follows:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
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ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor’s Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than (\$) each occurrence, (\$) general aggregate, and (\$) aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than (\$) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers’ Compensation at statutory limits.

§ 5.1.5 Employers’ Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.

§ 5.1.6 The Contractor shall provide builder’s risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner’s usual liability insurance and shall provide property insurance to cover the value of the Owner’s property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner’s property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor’s obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.
(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

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

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

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

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

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

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

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

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

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

§ 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

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

§ 12.5 Substantial Completion

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

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

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

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

LICENSE NO.:
JURISDICTION:



FILE TRANSFER AGREEMENT

Project: Mason Consolidated Schools – 2024 Track Renovations

Project Number:

Specific Type of Work:

FORESITE DESIGN, INC. (FDI) AGREEMENT FOR THE TRANSFER OF INSTRUMENTS OF SERVICE (ELECTRONIC FILES) TO _____.

As per your request, we will provide electronic files for your convenience and use in preparing for your specific work related to the above referenced project, subject to the following terms and conditions:

Hard Copy Instruments

These electronic files are not construction documents. Differences may exist between these electronic files and corresponding hard-copy construction documents. We make no representation regarding the accuracy or completeness of the electronic files you receive. In the event that a conflict arises between the signed or sealed hard-copy construction documents prepared by us and the electronic files, the signed or sealed hard-copy documents shall govern. You are responsible for determining if any conflicts exist. By your use of these electronic files, you are not relieved of your duty to fully comply with the contract documents, including, and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate your work with that of other contractors for the project.

If addendums, bulletins, construction change directives, change orders, and/or any other change is formally issued to the contract documents, it is your responsibility to request updated CAD files if so needed. FDI will not automatically forward the updated files to you.

Electronic Data Transfer

Our electronic files are compatible with: AutoCAD Release 2018 and 2010. We make no representation as to the compatibility of these files with your hardware or your software beyond the specified release of the referenced specifications. Other software programs may have been used in the development of the drawings and design of the project. FDI will not release any of this associated software for use with the electronic files.

Because information presented on the electronic files can be modified, unintentionally or otherwise, we reserve the right to remove all indicia of ownership and/or involvement from each electronic display.

Data contained on these electronic files are part of our instruments or service and shall not be used by you or anyone else receiving these data through or from you for any purpose other than as a convenience in preparing your work for the above referenced project. Any other use or reuse by you or by others will be at your sole risk and without liability or legal exposure to us. You agree to make no claim and thereby waive, to the fullest extent permitted by law, any claim or

cause of action of any nature against us, our officers, directors, employees, agents or sub-consultants that may arise out of or in connection with your use of the electronic files.

Furthermore, you shall, to the fullest extent permitted by law, indemnify and hold us harmless against all damages. Liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or resulting from your use of these electronic files.

Computer Viruses

Computer viruses are a real and serious threat to all computer users. FDI takes steps to detect and eliminate computer viruses from our system and the diskettes that are made available to our clients and colleagues. Since computer viruses can attach at any time, FDI strongly urges its clients and colleagues to back-up their important data frequently and to take steps to detect viruses from any of the files that we make available. Even though FDI takes prudent steps to prevent the attachment of computer viruses to its electronic media, we cannot guarantee this.

If an electronic file is requested and provided by FDI, it is specifically understood and agreed that use of electronic media provided by FDI is done so at the sole risk of the user and the user is responsible for testing for and eliminating computer viruses from any files provided by FDI.

Under no circumstances shall delivery of the electronic files for use by you be deemed a sale by us, and we make no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. In no event shall we be liable for any loss of profit or any consequential damages as a result of your use or re-use of these electronic files.

Architect:

Agreed by:
(signing below indicates that we have read and agree to both pages of this agreement)

Foresite Design, Inc.

Company Name

Michael Sims
President

Authorized Signature and Title

Date: _____

Date: _____

SECTION 01 2300
ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for alternates as proposed by the Landscape Architect. The bidder proposes the following Voluntary Alternates for the sums to be deleted from the Base Bid as stated below:

- 1. Voluntary Alternates or Substitutions proposed by Bidders will not form the Base Bid Proposal Price

B. VOLUNTARY ALTERNATE NO. 1:

Which would save the Owner:

_____ () Dollars

C. VOLUNTARY ALTERNATE NO. 2:

Which would save the Owner:

_____ () Dollars

1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Proposal Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment or installation methods described in the Contract Documents.

- 1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the work, No other adjustments are made to the Contract Sum.

SECTION 01 2300
ALTERNATES

- B. Voluntary Alternate: Bidders proposing voluntary alternates and substitutions will not be recognized as part of the Base Bid Price. Owner may review voluntary proposal with the successful Bidder.

1.4 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into the project.
 - 1. Include as part of each alternate, miscellaneous products, equipment, and similar items incidental to or required for a complete installation whether or not indicated as part of the alternate.
- B. Notification: Immediately following award of Contract, notify each party involved of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 SCHEDULE OF ALTERNATES

- A. Alternate 1: Caulk existing crack on outside edge of track surface.

END OF SECTION 01 2300

SECTION 01 2619
CLARIFICATION REQUEST

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SECTION 01 3523
SAFETY REQUIREMENTS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Safety is the responsibility of each individual Contractor. Each Contractor shall comply with all local safety ordinances and MI-OSHA regulations and requirements while performing the Work.
- B. Each Contractor is required to submit Material Safety Data Sheets (MSDS) to the Construction Manager, to be used for reference only, prior to transporting the material/chemical on site. In addition, it is the responsibility of each Contractor to maintain an accessible MSDS file for their employees, subcontractors, and suppliers on site.
- C. Each Contractor shall submit evidence of an Employer Safety Program that complies with current MI-OSHA regulations and requirements prior to beginning any contract Work.
- D. The Contractor and their Sub-Contractor(s) and suppliers shall take all necessary precautions to ensure the safety of the public and of workers on the job, and to prevent accidents or injury to any persons, on, about, or adjacent to the premises where the Work is being performed. The Contractor and the Sub-Contractor(s) and suppliers shall comply with Federal or State OSHA regulations and all other laws, codes, ordinances, and regulations relative to safety and the prevention of accidents.
- E. The Contractor shall designate a responsible representative at the job site as a Safety Representative who shall be responsible for the promotion of safety and prevention of accidents, and shall enforce all applicable laws, ordinances, codes, rules, regulations and standards pertaining to safety and prevention of accidents.
- F. Each Contractor shall submit their Experience Modification Rating (EMR) to the Construction Manager. In addition, the Contractor is responsible to provide to the Construction Manager a listing of any MIOSHA violations or citations they have received in the past 5 years.
- G. Upon award of Contract, Contractor must provide Construction Manager with a 'Safety Manual'. Record copy of safety manuals will be retained onsite. Safety Manual shall include the following, but not limited to:
 - Loss Control Program
 - Hazard Communication Program
 - Respiratory Protection Program
 - Necessary Forms Needed to Adequately Perform Job

END OF SECTION 01 3523

SECTION 01 3523
SAFETY REQUIREMENTS

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SECTION 01 4100
REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.1 PERMITS AND INSPECTION FEES

- A. The Contractor will secure and pay for all general building permits.
- B. All soil erosion and DEQ permits, mechanical, and electrical permits shall be applied for, secured, and paid for by the Contractor requiring such permits.
- C. Any other specialized permits or inspection fees (i.e. utility taps or fees) shall be applied for, secured, and paid by the Contractor requiring such permits.

1.2 INSPECTIONS

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

END OF SECTION 01 4100

SECTION 01 4100
REGULATORY REQUIREMENTS

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SECTION 01 56 00
CLEANING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work Included: Each Contractor shall, throughout the construction period, maintain the buildings and site in a standard of cleanliness as described in this Section.
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not limited to, General Conditions, Supplementary Conditions, and Section in Division 1 of these Specifications
 - 2. In addition to Standards described in this Section, comply with requirements for cleaning as described in other pertinent Sections of these Specifications.

1.2 QUALITY ASSURANCE

- A. Conduct daily inspection, and more often if necessary, to verify that requirements for cleanliness are being met.
- B. In addition to standards described in this Section, comply with pertinent requirements of governmental agencies having jurisdiction.

PART 2 - PRODUCTS

2.1 CLEANING MATERIALS AND EQUIPMENT

- A. Each Contractor shall provide required personnel, equipment, and materials needed to maintain the specified standard of cleanliness.
- B. Each contractor shall provide portable toilets for their employees unless otherwise advised by the Owner.

2.2 COMPATIBILITY

- A. Use only the cleaning materials and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material.

PART 3 - EXECUTION

3.1 PROGRESS CLEANING

- A. General; the Contractor shall:
 - 1. Retain stored items in an orderly arrangement allowing maximum access, not impeding traffic or drainage, and providing protection of materials from weather.
 - 2. Not allow accumulation of scrap, debris, waste material, and other items not required for construction of this Work either inside the building nor on the property surrounding the work site.
 - 3. At least once a week, and more often if necessary completely remove all scrap, debris, and waste material from the building and facility. If a dumpster is required for this work, it shall be paid for by the Contractor(s).

SECTION 01 56 00
CLEANING

4. Provide adequate storage for all items awaiting removal from the job site, observing requirements for fire protection and protection of the ecology.

B. Site:

1. Daily, and more often if necessary, inspect the site and pickup all scrap, debris, and waste material. Remove items to the place designated for their storage. Contractor shall dry sweep street(s) affected by construction traffic as directed, for the duration of the construction.
2. Weekly, and more often if necessary, inspect all arrangements of materials stored on the site. Restack, tidy or otherwise service arrangements to meet the requirements as noted above. Contractor shall water/wet sweep street(s) affected by construction traffic once a week, for the duration of the construction.
3. Maintain the site in a neat and orderly condition at all times.

C. Structures:

1. Weekly, and more often if necessary, sweep sidewalks, City roads, as directed.
 - a. "Clean: for the purposes of this subparagraph, shall be interpreted as meaning free from dust and other material capable of being removed by use of reasonable effort, hand-held broom, and heavy-duty vehicle sweeper.
2. Protect existing structures, finishes and materials. Should work occur near existing structures or finishes, Contractor shall ensure materials are left clean. Any damage caused by the Contractor shall be repaired or replaced by Contractor as directed by the Architect, at no additional cost to the Owner.
 - a. "Clean", for the purpose of this subparagraph, shall be interpreted as meaning free from foreign material which, in the opinion of the Architect, may be injurious to the finished material.

3.2 FINAL CLEANING

- A. "Clean" for the purpose of this Article, and except as may be specifically provided otherwise, shall be interpreted as meaning the level of cleanliness generally provided by skilled cleaners using commercial quality equipment and materials.
- B. Prior to completion of Work, remove from the job site, all tools, surplus materials, equipment, scrap, debris and waste. Location of surplus materials for Owner use shall be coordinated with Owner prior to Contractor leaving site.

END OF SECTION 01 5600

SECTION 01 5629
TEMPORARY PROTECTIVE WALKWAYS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work Included: Each Contractor shall, throughout the construction period, maintain the site in a standard of cleanliness as described in this Section.

1.2 SCOPE OF WORK

- A. The work under this section of the specifications shall include providing all labor, materials, and equipment necessary for the installation of heavy-duty composite protective mats for temporary access roads and pavement protection.

1.3 QUALITY ASSURANCE

- A. Conduct daily inspection, and more often if necessary, to verify that requirements for cleanliness and protection are being met. Work shall include ensuring interlocking decking attachment points have not been released from the decking.

PART 2 - PRODUCTS

2.1 PRODUCTS

- A. Proposed products shall utilize one of the following:
 - 1. Dura-Base® as manufactured by Newpark Mats
9320 Lakeside Blvd., Suite 100
The Woodlands, TX 77381
(877) 628-7623
 - 2. MEGADECK ® HD as manufactured by Signature Systems
1201 Lakeside Parkway, Suite 150
Flower Mound, TX 75028
(800) 931-7301
- B. Alternative System may include 1" Steel Plates over bridging material as detailed

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install pre-manufactured HDPE mat material per manufacturer's written installation instructions and details. Materials include a geotextile fabric base material, 3/4" plywood, and 2" foam sheets placed beneath the mats or steel plates.
- B. Pre-manufactured matting shall be installed in a manner to connect to each other and form a tight and secure load-distributing surface.
- C. Provide a smooth transition from the mat road to an existing surface, which may include utilizing the manufacturer's Ramp Component or mounding aggregate gravel material against the edge of the mat. Should the mat road meet an existing road where traffic enters and exists at hard angles,

SECTION 01 5629
TEMPORARY PROTECTIVE WALKWAYS

wings should be constructed to accommodate the turning radius of vehicles.

3.2 MAINTENANCE

- A. Construction matting or steel plates should be kept clean from debris, oils or materials from entering any nearby drainage points. This may include power-washing to restore optimal traction to maintain a clean worksite.
- B. Should a holding pin become damaged that it can no longer hold part of the mats, it should be replaced so the mat grid does not shift. Should damage to the mats occur where the damage appears irreparable, remove the damaged mat and replace with another mat.
- C. Should the mats or steel plates become slick with mud during heavy rainfall or if ice forms during cold weather, sand should be spread on the surface to aid traction. If snow accumulates on the surface, plow or shovel the snow to clear the mats, while minimize the impact to any protruding edges. Ensure the plow blade does not scrape the surface of the mat.

3.3 CLEAN-UP

- A. The Contractor shall remove the temporary construction access road matting or plates in a manner so as not to damage the surface below.
- B. Remove and dispose of all excess materials or debris from the site.
- C. Inspect the existing surrounding and protected surface areas for damage or debris. Contractor shall powerwash or clean the existing surfaces to remove all fine debris.

END OF SECTION 01 5629

SECTION 01 7301
FIELD ENGINEERING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to work of this section.

1.2 WORK INCLUDED

- A. Upon receipt of contract award, contractors are responsible to provide and pay for additional field engineering services required including all survey work.
- B. All survey work related to the project shall be completed by one (1) Surveyor.

1.3 QUALIFICATIONS

- A. Registered Professional Surveyor, acceptable to Owner, Construction Manager and Engineer.

1.4 SURVEY/ EXISTING CONDITIONS PLAN

- A. Survey documents provided are based on past survey work and historic drawings and field verification. Contractor shall field verify horizontal and vertical site conditions. Any discrepancies in documents shall be immediately reported to Owner's Representative, Construction Manager, and Engineer prior to the start of construction.

1.5 SURVEY REFERENCE POINTS

- A. Contractor shall establish control points prior to starting site work. Contractor shall protect and preserve all control and reference points during construction.
- B. Make no changes or relocation without prior written notice to Owner's Representative, Construction Manager, and Engineer.
- C. Report to Owner's Representative, Construction Manager, and Engineer when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.
- D. Contractor shall be required to replace project control points which may be lost or destroyed.

1.6 RECORDS

- A. Maintain a complete, accurate log of all control and survey work as it progresses.

SECTION 01 7301
FIELD ENGINEERING

1.7 SUBMITTALS

- A. Submit name and address of Surveyor to Construction Manager.
- B. On request of Construction Manager, Owner's Representative or Engineer, submit documentation to verify accuracy of field engineering work.
- C. Submit certificate signed by Registered Surveyor certifying that elevations and locations of improvements are in conformance, or non-conformance, with Contract Documents.
- D. Provide "As-Built" drawings reflecting any changes illustrated on the contract documents.

PART 2 – PRODUCTS – Not Applicable

PART 3 – EXECUTION – Not Applicable

END OF SECTION 01 7301

SECTION 01 7700
PROJECT CLOSEOUT

PART 1 - GENERAL

1.1 SUMMARY

- A. Comply with requirements stated in Conditions of the Contract and in the Specifications for administrative procedures in closing out the work.

1.2 SUBSTANTIAL COMPLETION

- A. Refer to General Conditions of the Contract for Construction.
- B. When the Project is determined by the Landscape Architect to be sufficiently complete to permit utilization for the intended use, the Landscape Architect will issue a Certificate of Substantial Completion.
- C. To receive the Certificate of Substantial Completion, Contractor shall perform the following:
 - 1. Submit to the Architect a notice declaring that work is believed to be substantially complete.
 - 2. Submit a list of work items that remain to be completed or corrected and the date this work will be accomplished.
- D. Architect will visit the project to evaluate the request for issuance of Certificate of Substantial Completion.
 - 1. If the Architect concurs that the Project is substantially complete, the Architect will deliver a Certificate of Substantial Completion and a list of work items necessary for completion or correction prior to the request for inspection for final completion.
 - 2. If the Architect determines that the work is not substantially complete, the Architect will deliver to the Contractor a written statement including reasons.
 - 3. Complete work on the items required by the Architect for achieving substantial completion and make additional written requests for issuance of Certificate of Substantial Completion until the Architect determines that sufficient work has been performed.

1.3 CLOSEOUT SUBMITTALS

- A. When the Architect has determined and the Construction Work is acceptable under the Contract Documents and the Contract fully performed, prepare and submit final Application for Payment to the Architect together with the (1) copy of the following:
 - 1. A letter recommending acceptance of Project and indicating all punch list items are complete.
 - 2. Project Record Documents, Warranties and Bonds
 - 3. Sworn Statements and Waivers
- B. Architect will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.

1.4 FINAL APPLICATION FOR PAYMENT

- A. Submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

END OF SECTION 01 7700

SECTION 01 7700
PROJECT CLOSEOUT

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SECTION 01 7823
OPERATING, MAINTENANCE AND WARRANTY DATA

PART 1 - GENERAL

1.1 SUMMARY

- A. Compile product data and related information appropriate for Owner's maintenance and operation of products furnished under the Contract.
- B. Prepare operating, maintenance and warranty data as specified in this Section and as referred in other pertinent sections of Project Manual.
- C. Instruct Owner's personnel in the maintenance of products and in the operation of equipment and systems.
- D. Related Sections:
 - 1. Specification Section 01 7800 Project Closeout
 - 2. Specification Section 01 7839 Project Record Documents

1.2 QUALITY ASSURANCE

- A. Preparation of data shall be done by personnel with the following qualifications:
 - 1. Trained and experience in maintenance and operation of the described products.
 - 2. Completely familiar with requirements of this Section.
 - 3. Skilled as a technical writer to the extent required to communicate essential data.
 - 4. Skilled as a draftsman competent to prepare required drawings.

1.3 FORM OF SUBMITTALS

- A. Prepare data in the form of an instructional manual for use by the Owner's personnel.
- B. Format shall conform to the following:
 - 1. Size: 8-1/2" x 11"
 - 2. Paper: 20 pound minimum, white for typed pages
 - 3. Text: Manufacturer's printed data, or neatly typewritten
 - 4. Drawings:
 - a. Provide reinforced punched binder tab, bind in with text
 - b. Fold larger drawings to the size of the text pages
 - 5. Provide fly-leaf for each separate product, or each piece of equipment.
 - a. Provide typed description of product, and major component parts of equipment.
 - b. Provide indexed tab.
 - 6. Cover: Identify each volume with typed or partial title "OPERATING, MAINTENANCE AND WARRANTY INSTRUCTIONS". List:
 - a. Title of Project
 - b. Identity of separate structure as applicable
 - c. Identity of general subject matter covered in manual

1.4 CONTENT OF MANUAL

- A. Arrange neatly typewritten table of contents for each volume, in the following systematic order:
 - 1. Contractor, name of responsible principal, address and telephone number

SECTION 01 7823
OPERATING, MAINTENANCE AND WARRANTY DATA

2. A list of each product required to be included, indexed to the content of volume.
3. List, with each product, the name, address and telephone number of:
 - a. Contractor or installer
 - b. Maintenance contractor, as appropriate
 - c. Identify the area of responsibility of each
 - d. Local source of supply for parts and replacement
 - e. Include warranty information as specified
4. Identify each product by product name and other identifying symbols such as set in Contract Documents.

1.5 SUBMITTAL SCHEDULE

- A. Submit one copy of completed data in final form within thirty days of substantial completion, Copy will be returned with comments.
- B. Submit two copies of approved data in final form within ten (10 days after comments are received).

END OF SECTION 01 7823

SECTION 01 7839
PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Fully cooperate with the Architect to accomplish the following.
- B. These requirements supplement the requirements set forth in the General Conditions.
- C. Maintain at each site one record copy, as applicable, of:
 - 1. Drawings and data with addenda marked in.
 - 2. Specifications with addenda marked in.
 - 3. Addenda
 - 4. Change Orders and other modifications to the Contract.
 - 5. Architect/Engineer Supplemental Instructions, Proposal Requests or written instructions.
 - 6. Approved shop drawings, product data and samples.
 - 7. Field test records.

1.2 MAINTENANCE OF RECORD DOCUMENTS AND SAMPLES

- A. Store record documents and samples in Contractor's field office in files and racks. Provide locked cabinet or secure storage space for storage of samples.
- B. Maintain record documents in a clean, dry, legible condition and in good order. Do not use documents for construction purposes.
- C. Make record documents and samples available at all times for inspection by Architect or Owner.

1.3 RECORDING

- A. Label each document "PROJECT RECORD" in neat large printed letters.
- B. Continuously record information and changes.
- C. Drawings: Legibly mark to record actual construction.
 - 1. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 2. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
 - 3. Field changes of dimension and detail.
 - 4. Changes made by Field Order or by Change Order.
 - 5. Details not on original contract drawings.
- D. Specifications and Addenda: Legibly mark each section to record:
 - 1. Manufacturer, trade name, catalog number, and Supplier of each Product and item of equipment actually installed.
 - 2. Changes made by Field Order or Change Order.
- E. Shop Drawings and Submittals: Label each set by corresponding specification section. At the completion of the project, provide the Owner with one complete set, reviewed and stamped by Architect, organized by Specification Section in the following formats:

SECTION 01 7839
PROJECT RECORD DOCUMENTS

1. Paper (various sizes) folded to 8-1/2" x 11" and boxed with project name and completion data clearly labeled on exterior.
2. Scanned PDF copy on a compact disk, ordered by specification section.

1.4 SUBMITTAL

- A. Deliver Record Documents to the Owner at contract close-out.
- B. Accompany submittal with transmittal letter in duplicate, containing:
 1. Date
 2. Project Title
 3. Title and number of each Record Document

END OF SECTION 01 7839

SECTION 32 1243
CRACK REPAIR – RUNNING TRACK

PART 1 - GENERAL**1.1 SUMMARY**

- A. This Section is a part of the entire set of Contract Documents and shall be coordinated with the applicable provisions of the other parts.

1.2 SCOPE

- A. The work under this section shall consist of furnishing all labor, materials and equipment for the installation of an elastomeric crack filler on existing track surface.
- B. Contractor shall include in the base bid, the cost to repair all cracks at approximate lineal footage as noted on the drawings, shall be included in the base bid.

1.3 QUALITY ASSURANCE AND WARRANTY GUARANTEE

- A. Reference Standards:
 - 1. American Society for Testing and Materials (ASTM):
 - a. ASTM D 6690 – Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements
- B. Warranty Guarantee:
 - 1. The Contractor and any Sub-Contractor hereunder guarantee their respective work against defective materials or workmanship for a period of one (1) year from the date of filing Certificate of Substantial Completion and as accepted by the Owner.

1.4 SUBMITTALS

- A. Contractor must submit copies of the Material Data Safety Sheets (MSDS) for all products to be used, before materials are delivered to the site.
- B. Provide product data, specification sheets and product installation techniques for crack fill materials to be used.

PART 2 - PRODUCTS**2.2 CAULK / CRACK SEALANT**

- A. Cold poured, elastomeric joint sealants for asphalt or rubber surfaces pavements designed for cracks up to 1/2" wide. Crack sealant / caulk shall be acrylic or polyurethane based, as determined by installer.
 - 1. Acceptable Manufacturer: TRACKFLEX™ by SportMaster, or approved equal.

SECTION 32 1243
CRACK REPAIR – RUNNING TRACK

PART 3 - EXECUTION**3.1 CRACK PREPARATION**

- A. Apply soil sterilant/herbicide to all cracks while vegetation is in a growing state \pm 10 days prior to actual start of construction.
- B. After vegetation has died, begin crack preparation by removing all existing crack sealant, fillers, dirt, sand, dust, or other loose impediment from joint interfaces.
- C. For hot-pour rubber applications, cracks shall be cleaned using a suitable high-pressure airblasting equipment and capable of providing continuous, high-volume pressure at 90 psi. Cleaning work is to be done concurrently with the application process. The compressor shall be equipped with traps that will maintain the compressed air free of oil and water.
- D. For cold-pour rubber applications, cracks shall be cleaned with an air compressor or high pressure washer. The compressor shall be equipped with traps that will maintain the compressed air free of oil and water.

3.2 INSTALLATION OF RUBBER

- A. Cracks and pavement surface must be clean and dry prior to application.
- B. Install crack filler/caulk to slightly below ($\pm 1/16$) top of crack. Crack filler should be applied to the joint by pouring directly from the container or with a narrow pouring spout. Clean excess filler from areas adjacent to cracks.
- C. Fill cracks with sand or backer rod to within 3/4" of finished surface.
- D. Lightly spread silica sand or crumb rubber over surface of joint sealer.
- E. Do not apply crack filler when air, material and surface temperatures are expected to fall below 50° F within (24) twenty-four hours of completed application. Do not apply crack filler if rainfall is forecasted within 24 hours.
- F. Traffic shall be kept off the newly placed sealant until it has cooled and set enough to prevent tracking and/or pullout of the sealant.

END OF SECTION 32 1243

SECTION 32 1724
TRACK MARKINGS**PART 1 - GENERAL****1.1 SUMMARY**

- A. This Section is a part of the entire set of Contract Documents and shall be coordinated with the applicable provisions of the other parts.
- B. Verify all-weather surface dimensions on plans, details, and field prior to track surface installation.

1.2 SCOPE

- A. The work under this section of the specifications shall consist of furnishing all labor, materials, equipment, transportation, and services necessary to complete the striping of track and field event markings.
- B. The track shall be marked for 8-42" lanes and include all event markings as recommended by National Federation of State High School Athletic Association and the Michigan High School Athletic Association.

1.3 SUBMITTALS

- A. Submit to the Landscape Architect upon notification of award of project, a drawing showing location of all proposed track markings and a chart with the appropriate colors to be used.
- B. Submit product literature for paint for prior approval from Landscape Architect. The paint must be recommended by the manufacturer of track surface.
- C. Upon completion, supply the Owner with all necessary as-built drawings showing color coded markings of each event.

1.4 ADDITIONAL MARKINGS

- A. The following Junior High School Events will also be installed:
 - 1. 55 Meter Hurdles
 - 2. 200 Meter Hurdles
 - 3. 70 Meter Dash

PART 2 - PRODUCTS**2.1 PAINT**

- A. Paint shall be that material as recommended by the manufacturer of the track surface.
- B. No thinners shall be used.

PART 3 - EXECUTION**3.1 COMPUTATIONS**

- A. Verify the locations of proposed events with the Owner.

SECTION 32 1724
TRACK MARKINGS

- B. Calculations shall be made to the nearest 1/100,000th of a foot.
- C. Calculations of the angle shall be made to the nearest one second.
- D. Calculations shall be submitted to the Landscape Architect prior to the painting.
- E. Calculations shall be made by or certified by the engineer or surveyor completing the work.
- F. All measurements and tolerances shall conform with those recommended by the N.F.S.H.S.A. for track and field event layout.

3.2 LAYOUT

- A. Lines and markings shall be made by a competent, experienced and fully qualified Professional Engineer or Registered Land Surveyor.
 - 1. Locate and confirm both new radius points.
 - 2. Establish and set all necessary control points.
 - 3. Measurements shall be made on the track to the nearest 1/100th of a foot.
 - 4. Angles shall be set by using a transit or theodolite capable of reading direct to 20 seconds.
 - 5. The markings on the curve may also be set by using the chord length method.
 - 6. Measurements shall be made with an engineering steel tape in engineering scale.
 - 7. All markings shall be clearly identified and color coded for the painter to identify.

3.3 TRACK MARKINGS

- A. All markings shall conform with those recommended by the current requirements as published by the National Federation of State High School Association (NFSHA) for track and field event layout.
 - 1. Lanes and lines shall be 2" wide markings with color determined by Owner..
 - 2. Start and finish lines shall be 2" wide lines and shall be clearly marked with the start of said events.
 - 3. Exchange zones shall be indicated with triangles with a 41" base and 24" high with the base as the limits of the zone.
 - 4. Acceleration marks shall be a 2" wide by 4" long dash marked clearly in the center of the lane.
 - 5. Hurdle marks shall be 2" x 2" tic marks on the lane line on both sides of the lane.
 - 6. Lane numbers shall be not less than 42" high and located as directed by the Landscape Architect in four (4) locations. Numbers shall be in two (2) colors (shadowed background as selected by the Owner).
 - 7. Event identification shall be 4" letters stenciled below and to the right of each lane and mark.
 - 8. Scratch lines for the jumping events shall be 8" wide.
 - 9. All symbols shall have the proper color code for the event.
 - 10. Check marks for the long jump and pole vault events shall be included with bid, with the minimum requirements to include markings every 5' o.c. on the right side running direction of runways. Coordinate exact frequency and locations with Athletic Department prior to striping.

SECTION 32 1724
TRACK MARKINGS

3.4 INSTALLATION

- A. No painting shall be performed when the velocity of the wind exceeds twelve miles per hour (12mph), unless the spray equipment is equipped with the proper air curtains.
- B. Day time temperature shall be a minimum of 50 degrees with nighttime temperatures above 45 degrees.
- C. Sunny skies with no forecast of rain for a minimum of 5 hours.
- D. Advertisement by track surface installer or track marking company shall not be permitted on finish surface.

****Contact the Athletic Department and verify all markings prior to installation****

SECTION 32 1724
TRACK MARKINGS

TERRA COTTA SURFACE

All Lanes
Common Finish
Common Exchange Zone

Per NFHS requirements
White
Green

EVENT	GRAPHIC SYMBOL	COLOR
70 M DASH	Start Line	White
100 M DASH	Start Line	White
200 M DASH	Start Line (1 turn stagger)	White
400 M DASH	Start Line (2 turn stagger)	White
800 M RUN	Alleys	Green
1600 M RUN	Alley Start	White
3200 M RUN	Alley Start	White
100 M HURDLES	Start Line Hurdle Location	White Yellow
110 M HIGH HURDLES	Start Line Hurdle Location	White Blue
300 M INT/LOW HURDLES	Start Line Hurdle location	White Green
400 M RELAY 4 x 100	Start Line Exchange Zone	White Yellow △
800 M RELAY 4 x 200	Start Line 1st-exchange zone 2nd-exchange zone 3rd-exchange zone	White Black △ Black △ Yellow △
1600 M RELAY 4 x 400	Start Line 1st-exchange zone 2nd-exchange zone 3rd-exchange zone	White Blue △ Blue △ Blue or Blue/Green Split△
3200 M RELAY 4 x 800	Waterfall Start Common Exchange Zone	White Blue or Blue/Green Split △
55 M LOW HURDLES (Junior High Event)	Start Line Hurdle Location	White Black
200 M INT/LOW HURDLES (Junior High Event)	Start Line Hurdle Location	White Green
LANE NUMBERS	Primary Number Shadow	White Black

END OF SECTION 32 1724

MASON CONSOLIDATED SCHOOLS

2024 TRACK RENOVATIONS ISSUE: BIDS MAY 15, 2024

PROJECT ADDRESS

MASON HIGH SCHOOL
2400 Mason Eagles Drive
Erie, MI 48133

PROJECT TEAM

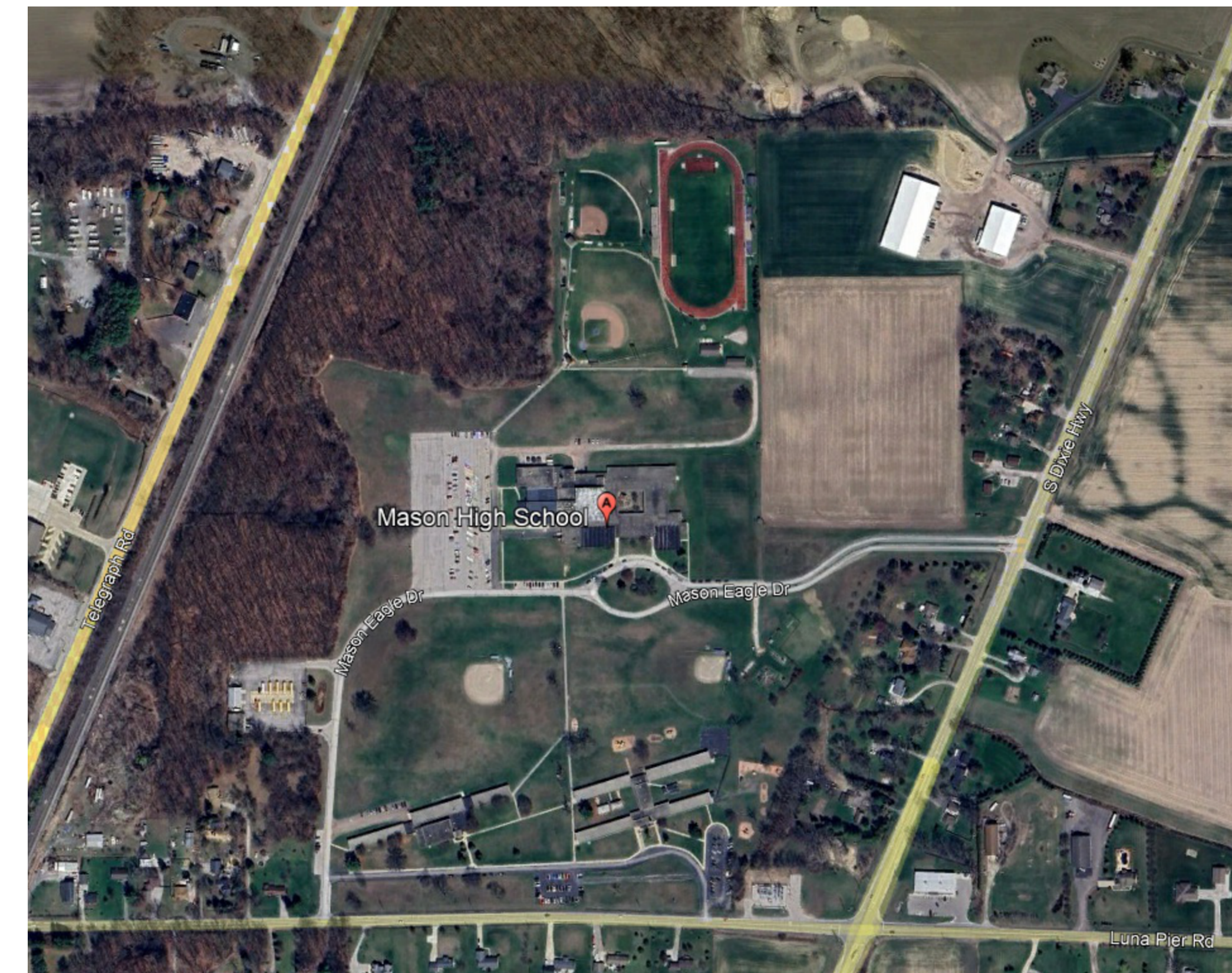
OWNER
Mason Consolidated Schools
2400 Mason Eagles Drive
Erie, MI 48133

LANDSCAPE ARCHITECT
Foresite Design, Inc.
3269 Coolidge Hwy.
Berkley, MI 48072

DRAWING INDEX

L1.00 EXISTING CONDITIONS AND DEMOLITION PLAN
L1.01 SITE PLAN

LOCATION MAP



REVISIONS

PROJECT

**MASON
HIGH SCHOOL**

2024 TRACK RENOVATIONS

OWNER

**MASON CONSOLIDATED
SCHOOLS**

2400 MASON EAGLES DR,
ERIE, MI, 48133



**FORESITE
design**
ATHLETIC FACILITY PLANNING * SITE PLANNING *
CONSULTING * LANDSCAPE ARCHITECTURE
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PH. 248.547.7757 * FAX 248.547.0218
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SHEET TITLE

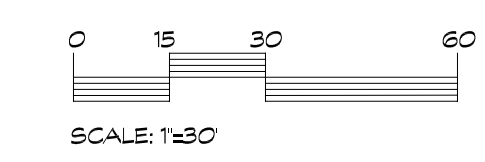
**EXISTING CONDITIONS
AND DEMOLITION PLAN**

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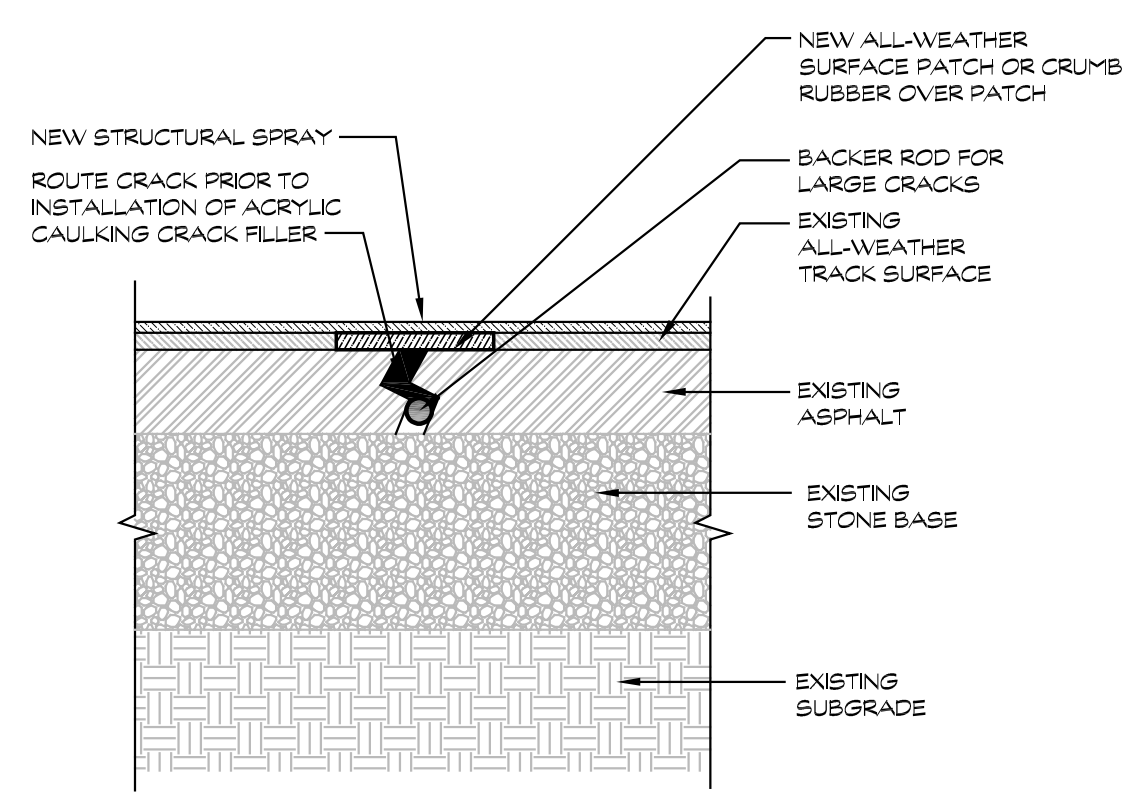
LEGEND

EXISTING	PROPOSED
○ SPOT ELEVATION	× SPOT GRADE
XXXXX AS-BUILT SPOT ELEVATION	T/XXXXX TOP OF WALL ELEVATION
-X-X- FENCE	T/CXXXXX TOP OF CURB ELEVATION
⊕ DRAINAGE STRUCTURE	X ME ± XXXXX MATCH EXISTING ELEVATION
— ST — STORM DRAIN	T/TXXXXX TOP OF TRENCH ELEVATION
— E — ELECTRICAL	~ ~ ~ DRAINAGE SWALE
— W — WATER	— X — CHAINLINK FENCE - SEE PLANS FOR HT.
— T — TELEPHONE	— O — ORNAMENTAL FENCE - SEE PLANS FOR HT.
— IRR — IRRIGATION	⊕ DRAINAGE STRUCTURE
— SS — SANITARY	— ST — STORM DRAIN
— GAS — GAS	— // — FLAT DRAIN
	— — — 4" PERFORATED DRAIN TILE
	— — — 6" PERFORATED DRAIN TILE
	— 8 DT — 8" PERFORATED DRAIN TILE
	⊕ LIGHT POLE
	— E — ELECTRICAL
	— W — WATER
	— T — TELEPHONE
	— IRR — IRRIGATION
	— — — LIMITS OF CONSTRUCTION
	▨ STRUCTURAL SPRAY OVER EXISTING ALL-WEATHER SURFACE

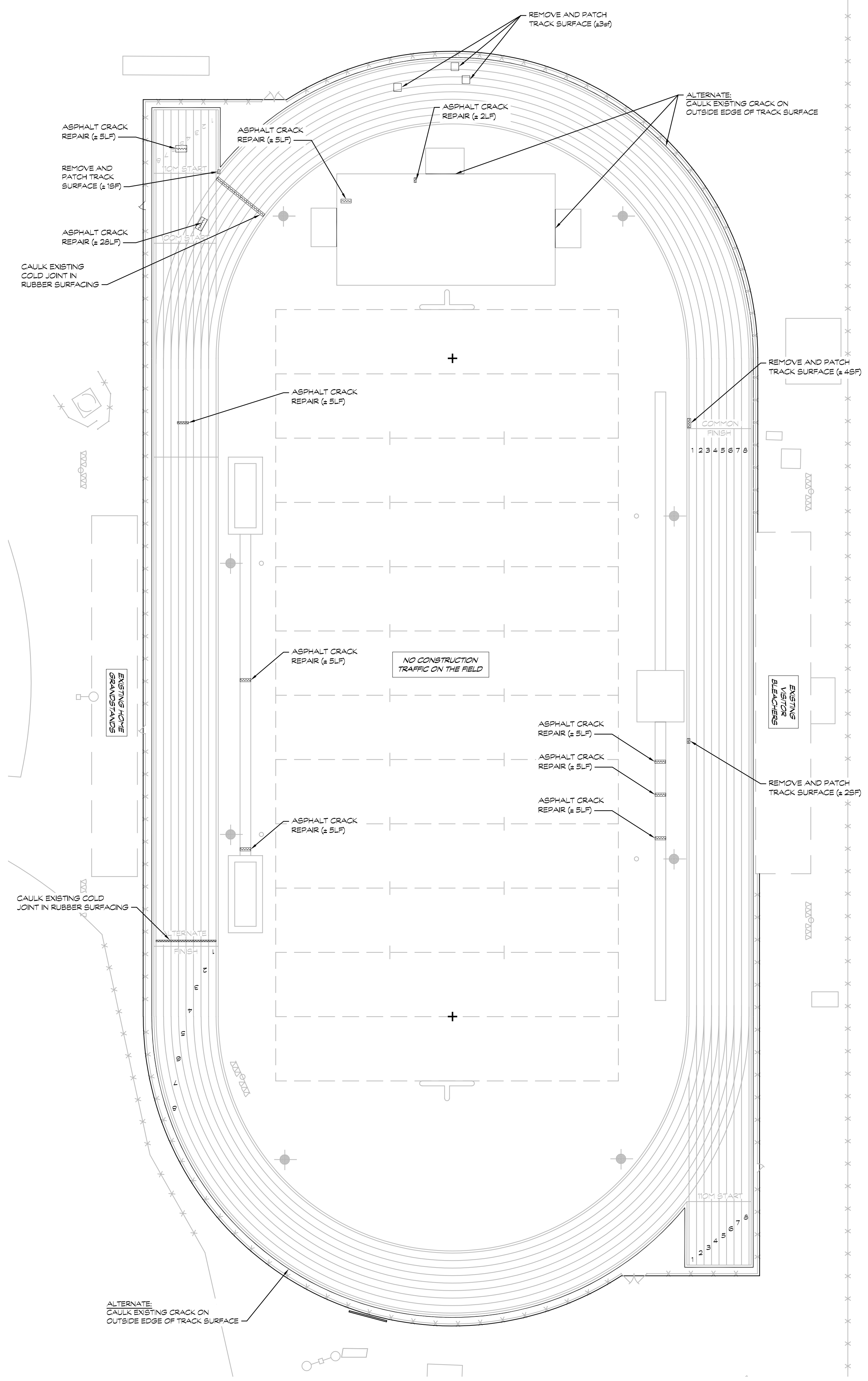


DEMOLITION NOTES:

- CONTRACTOR SHALL FIELD VERIFY ALL LENGTHS AND AREAS OF SURFACE REPAIR QUANTITIES INDICATED FOR BIDDING PURPOSES ONLY:
 - CRACK REPAIR BASE BID: ± 104f
 - TRACK SURFACE REPAIR BASE BID: ± 107f
 - CRACK REPAIR ALTERNATE BID: ± 172 f
- CONTRACTOR SHALL 'BLOCK OUT' OR 'MASK' ALL EXISTING TRACK GRAPHICS AND NUMBERS, EXCEPT LANE LINES, WITH PROPOSED FINISHED TRACK SURFACE COLOR PRIOR TO APPLICATION OF NEW STRUCTURAL SPRAY COATINGS.



1 CRACK REPAIR DETAIL
N.T.S.



NOTES

- NOTES AND LEGEND SHALL APPLY TO ALL SHEETS AND ALL SITES
- CONTRACTOR SHALL BE SOLELY RESPONSIBLE AND MAKE EVERY EFFORT TO LOCATE EXISTING UNDERGROUND UTILITIES. THIS SHALL INCLUDE CONSULTING WITH ALL LOCAL UTILITY COMPANIES AND USING A SIGNAL LOCATOR PRIOR TO EXCAVATION. ANY AND ALL REPAIRS SHALL BE COMPLETED WITHIN 48 HRS. OR THE OWNER SHALL HAVE THE REPAIR WORK COMPLETED AT THE CONTRACTORS EXPENSE.
- TOPSOIL AND SEED ALL AREAS DISTURBED AND NOT OTHERWISE DEVELOPED. ALL WORK, I.E. DEMOLITION AND REMOVALS, DRAINAGE WORK, STONE AND ASPHALT, FENCINGS, TRACK SURFACE, ETC. SHALL BE COMPLETED BY DATE AS NOTED IN CONTRACT DOCUMENTS. ALL LAWN AREAS SHALL SLOPE TO DRAINAGE STRUCTURES.
- ALL CONTOURS AND SPOT GRADES REFER TO FINISH GRADE OF LAWN, ASPHALT, OR CONCRETE. DO NOT FACTOR IN THE ALL-WEATHER SURFACE OR ACRYLIC COATING DEPTH.

REVISIONS

PROJECT

**MASON
HIGH SCHOOL**

2024 TRACK RENOVATIONS

OWNER

**MASON CONSOLIDATED
SCHOOLS**

2400 MASON EAGLES DR,
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SHEET TITLE

SITE PLAN

DWN. BY MDS, KID CHK BY MDS

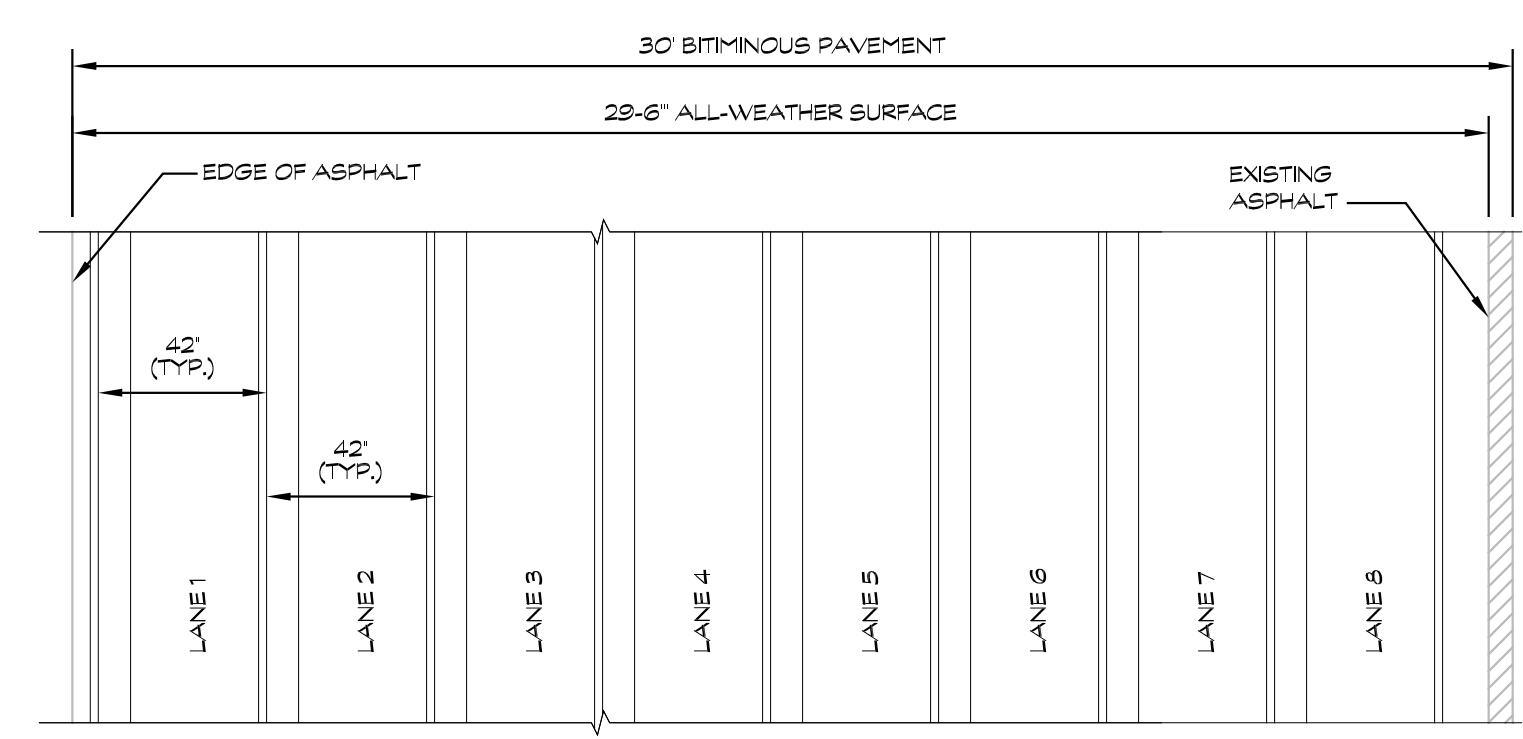
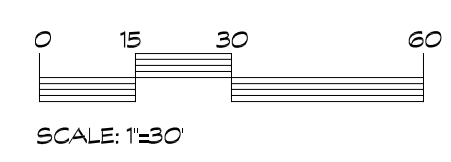
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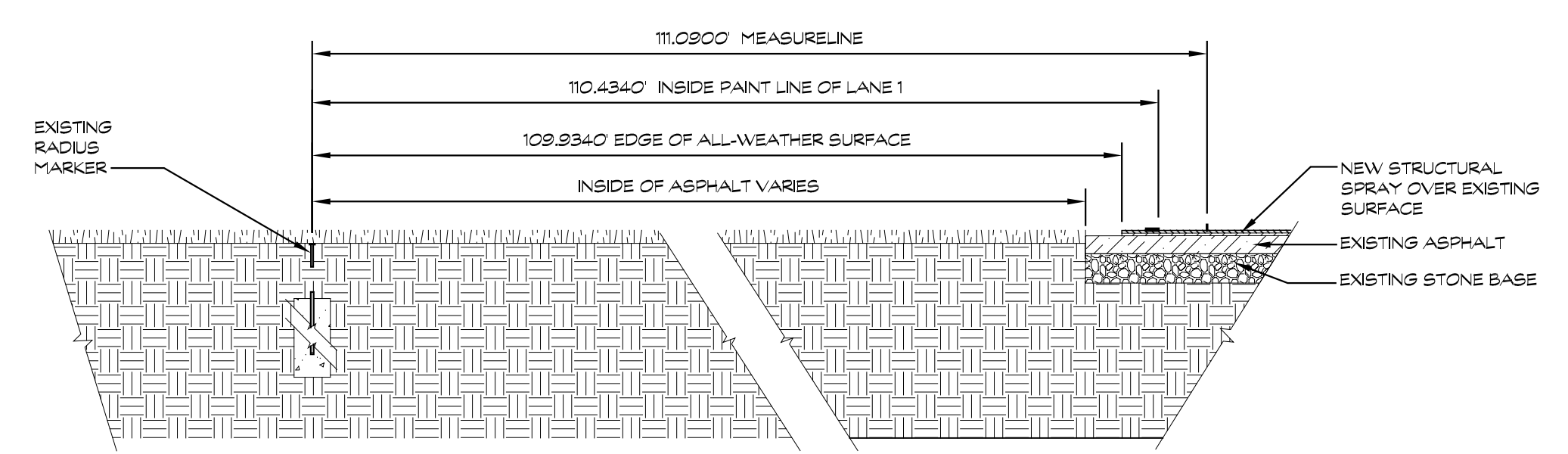
LEGEND

EXISTING	PROPOSED
• SPOT ELEVATION	X-XXXXX SPOT GRADE
XXXXX AS-BUILT SPOT ELEVATION	X-TXXXXX TOP OF WALL ELEVATION
-X-X- FENCE	X-T/CXXXXX TOP OF CURB ELEVATION
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-E-E- ELECTRICAL	-X-X- CHAINLINK FENCE - SEE PLANS FOR HT.
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—SS— SANITARY	—//— FLAT DRAIN
-GAS-GAS	- - - - - 4" PERFORATED DRAIN TILE
	- - - - - 6" PERFORATED DRAIN TILE
	-B-DT- 8" PERFORATED DRAIN TILE
	⊙ LIGHT POLE
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	-W- WATER
	-T- TELEPHONE
	- - - - - IRRIGATION
	— — — — — LIMITS OF CONSTRUCTION
	▨ STRUCTURAL SPRAY OVER EXISTING ALL-WEATHER SURFACE
	▨ STRUCTURAL SPRAY OVER EXISTING ALL-WEATHER SURFACE + FIELD EVENTS



1 TRACK DIMENSION
SCALE 1/4"=1'-0"

NOTE:
307.1700' DISTANCE BETWEEN RADIUS POINTS



2 TRACK DIMENSION
SCALE 1/2"=1'-0"

NOTES

- NOTES AND LEGEND SHALL APPLY TO ALL SHEETS AND ALL SITES
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