

Office Building – Hammond Industrial Centre

SECTION 00 11 13
ADVERTISEMENT FOR BIDS

JS PROPS OZ LLC (Jason and Shelley VanBrocklin) & Apex Engineering & Management will receive sealed bids for the Office Building – Hammond Industrial Centre

Bids are to be addressed to JS PROPS OZ, LLC and can be delivered to Apex Engineering & Management- 5101 Sawyer Woods Dr., Traverse City, MI, 49685 or emailed to CM – steve@apexem.net by **2:00pm local time, February 26, 2021**. Bids received after 2:00pm will not be considered. If you email your bid, please follow up with a phone call to CM – 231.275.2600 to confirm receipt of bid. Call must be made by bid due date & time.

A pre-bid meeting will NOT be conducted

Bids will be privately opened.

Proposals will be received for the following Bid Packages:

BP-01 Sitework - Landscaping - Previously Bid

BP-02 Concrete

BP-03 Masonry

BP-04 General Trades

BP-05 Insulation

BP-06 Roofing

BP-07 Aluminum Entrances

BP-08 Gypsum Board-Ceilings

BP-09 Painting

BP-10 Flooring-Base

BP-11 Casework-Counters

BP-12 Plumbing-HVAC

BP-13 Electrical

BP-14 Communication

BP-15 Security

BP-16 Landscaping

No direct contact will be allowed with the Owner. Direct all questions to the Construction Manager - Apex Engineering & Mgt (231.275.2600). Email can also be used – steve@apexem.net

Plans and specifications may be obtained from the Construction Manager, Apex Engineering & Mgt for a refundable deposit of \$100. The plans and specifications will be available via email request or pickup on 2/15/21. **Please contact our office for pickup (2/15/21)**. The deposit will only be refunded for contract document sets returned in useable condition. In addition, a separate non-refundable deposit of \$50 per set is required for sets that must be mailed. Checks for deposits/mailed shall be made out to Apex Engineering & Mgt. All bidders will be responsible for the entire set of Contract Documents.

Proposals shall be submitted on Proposal Forms furnished by the Construction Manager as part of the Bidding Documents and shall be executed in strict accordance with the Drawings and Specifications.

Successful bidders will contract directly with JS PROPS OZ for the performance of this work. Apex Engineering & Mgt will act as the Owner's representative and manage the project. No Bidder may withdraw their bid within 30 days of the actual bid opening. The Owner and Construction Manager reserve the right to reject any or all bids, to accept other than a low bid, to waive informalities in any or all bids and to accept the bid, which, in their opinion, is in the best interest of JS PROPS OZ, LLC

End of Section

Office Building – Hammond Industrial Centre

SECTION 00 21 13
INSTRUCTIONS TO BIDDERS

BID SCOPE DOCUMENT
OFFICE BUILDING
HAMMOND INDUSTRIAL CENTRE

BIDS DUE: February 26, 2021 – 2:00pm

ARTICLE 1

DEFINITIONS & GENERAL REQUIREMENTS

- 1.1 Bidding documents include the Advertisement for Bids, the Instructions To Bidders, the Scopes of Bids, the Bid Proposal Form, the AIA General Conditions Of The Contract, the Supplemental Conditions of the Contract, the Technical Specifications and the Drawings including alternate pricing as requested and addenda issued prior to the receipt of bids.
- 1.2 All definitions set forth in the General Conditions of the Contract for Construction, AIA Document A232-2009, or in other contract documents are applicable to the bidding documents.
- 1.3 Addenda are written or graphic instruments issued by the Architect and/or the Construction Manager prior to the execution of the contract which modify or interpret the bidding documents by addition, deletion, clarification or corrections.
- 1.4 A bid is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein supported by data called for by the bidding documents.
- 1.5 The base bid is the sum stated in the bid for which the bidder offers to perform the work described as the base, to which work may be added or deducted for sums stated in alternate bids.
- 1.6 An alternate bid (or alternate) is an amount stated in the bid to be added or deducted from the amount of the base bid if the corresponding change in project scope or materials or methods of construction described in the bidding documents is accepted.
- 1.7 A unit price is an amount stated in the bid as a price per unit of measurement for materials or services as described in the contract documents.
- 1.8 A bidder is one who submits a bid for a contract with the Owner for the work described in the proposed contract documents. All successful bidders will have contracts with JS PROPS OZ, LLC
- 1.9 A sub-bidder is one who submits a bid to a bidder for materials and/or labor for a portion of the work.
- 1.10 A bid package is a unit of work to be bid, performed by a Trade Contractor and his subcontractors, which forms part of the total project as identified in the Scopes of Bids. The term bid package should not be confused with the term technical division. The technical division specifies quality and performance; the bid package denotes work scope.
- 1.11 A bid package description is a written description of the scope of the work to be performed by a bidder in a specific bid package.

ARTICLE 2

BIDDER'S INFORMATION

2.1 BID PACKAGE UNIT

Although each bid package includes a somewhat conventional segment of subcontracting, multiple contract performance requires that adjustments be made to permit the completion of a bid package as a construction unit. Each bidder is to review the total scope of his responsibilities, as well as, the responsibilities of other contractors. The bidder shall include all provisions to provide material and labor for the package bid and provisions to work with and around other contractors working on other bid packages.

2.2 SCOPE OF BIDS

For clarification purposes, the scope of the work involved in each bidding package is specified in two categories: "INCLUDED", and "RELATED ITEMS". Information provided under the heading "RELATED ITEMS" is for the purpose of noting a point of beginning and/or to eliminate fringe involvement that may be inadvertently included in the scope of the work. Information under this heading is not always required to define the bidding package. "INCLUDED" items are the obvious and/or conventional work scope of a bid package.

2.3 MANDATORY INTERFACES

The scope of each bidder's work is defined in the description of his bidding package. Each bidder shall familiarize himself with the requirements of those bid packages that interface with his own. He shall consider the fact that his work follows the work of another Trade Contractor and that still another Trade Contractor will interface with the work of his bid package.

2.4 This is not a Prevailing Wage project.

ARTICLE 3

BIDDER'S REPRESENTATION

3.1 Each bidder by making his bid represents that:

- He has carefully examined all drawings and read all divisions of the specifications and all other contract documents to avoid omissions and/or duplications and to insure a complete job.
- He has read and understands the bidding documents and his bid is made in full accordance therewith, without exception.
- He has visited the site and has familiarized himself with the local conditions under which the work is to be performed.
- His base bid is based upon the materials, systems and equipment described in the bidding documents without exceptions.

3.2 Failure to inform himself fully of the conditions relating to the construction of the project and the employment of labor therein will not relieve a successful bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of his contract.

3.3 The bidder further represents that neither his work nor the work of other bid package Trade Contractors will be prejudiced because of sex, race, color, creed, or labor affiliation of other Trade Contractors under contract to the Owner of this project.

ARTICLE 4

BIDDING DOCUMENTS

4.1 COPIES

Bidders may obtain complete sets of bidding documents from the Construction Manager. Complete sets of bidding documents shall be used in preparing bids; neither the Construction Manager, the Architect nor the Owner assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents.

The Construction Manager or Architect in making copies of the bidding documents available on the above terms, do so only for the purpose of obtaining bids on the work and do not confer a license or grant for any other use.

Requirements for a specific trade or contract will generally be described in that portion of the specifications or drawings related to that trade or contract. Such requirements may, however, be described in other sections of the contract documents. Before submitting proposal, bidders shall, therefore, carefully examine all drawings and read all divisions of the specifications and all contract documents to avoid omissions or duplications and to insure a complete job.

If a bidder claims an inability to meet any requirement set forth on the contract documents, or that any requirements of these documents is impractical or unreasonable, such claim shall be made in writing prior to the time proposals are submitted. Any such claim made after receipt of bids will not be recognized.

4.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

Bidders shall promptly notify the Construction Manager of any ambiguity, inconsistency or error, which they may discover upon examination of the bidding documents, or of the site and local conditions.

Bidders requiring clarification or interpretation of the bidding documents shall make a written request to the Architect, to reach him at least seven days prior to the date for receipt of bids.

Any interpretation, correction or change of the bidding documents will be made by addendum. Interpretations, corrections or changing of the bidding documents made in any other manner will not be binding, and bidders shall not rely upon such interpretations, corrections and changes.

4.3 SUBSTITUTIONS

The materials, products and equipment described in the bidding documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

No substitution will be considered unless it shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawing cuts performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitution would require should be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The contractor proposing the substitution is responsible for any changes that affect his trade or any adjacent trades work by using the substituted product. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

Where items or equipment and/or materials are specifically identified by a manufacturer's name, model or catalog number, only such specified items may be used in the base bid. Manufacturers desiring approval of products not specified may submit data for Architect's consideration not less than five (5) days prior to the proposed bid date. Bidders will be notified only by addendum of additional approved manufacturers.

4.4 ADDENDA

Addenda will be mailed or delivered to all that are known by the Construction Manager to have received a complete set of bidding documents.

Copies of addenda will be made available for inspection wherever bidding documents are on file for that purpose.

No addenda will be issued later than two days prior to the date for receipt of bids except an addendum, if necessary, postponing the date for receipt of bids or withdrawing the request for bids.

Each bidder shall ascertain prior to submitting his bid that he has received all addenda issued and he shall acknowledge their receipt on his bid.

ARTICLE 5

BIDDING PROCEDURE

5.1 FORM AND STYLE OF BIDS

Bids shall be submitted on the forms provided by the Construction Manager (copies included herewith). Failure to do so will jeopardize the bidder's chance of receiving an award.

All blanks on the bid form shall be filled in by typewriter or manually in black ink. If any space provided is not utilized, that space shall be filled in with the notation "N/A" (not applicable)

Where so indicated by the makeup of the bid form, sums shall be expressed in both words and figures, and in the case of discrepancy between the two, the amount written in words shall govern.

The signer of the bid must initial any interlineations, alteration or erasure.

All requested alternates shall be bid with all spaces filled or Proposal can be considered incomplete.

Bidders shall make no additional stipulations, notations or statements on the bid form nor qualify his bid in any other manner.

Each bid shall include the legal name of bidder and statement whether bidder is a sole proprietor, a partnership, a corporation, or any other legal entity, and shall be signed by the person or persons legally authorized to bind the bidder to a contract. A bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind bidder.

Negligence in preparation, improper preparation, errors in and/or omissions from proposals shall not relieve bidder from fulfillment of any and all obligations and requirements of the contract documents.

No responsibility shall attach to the Architect, the Owner, or the Construction Manager, or their authorized representatives for the premature opening of any proposal, which is not properly addressed and identified.

There is no limit as to the number of bid packages any one bidder can bid. However, each bidder is required to enter a figure for each and every bid package he is bidding in order to be considered for that package. Space is provided in the proposal form to accommodate combined proposals, if any bidder, bidding more than one bid package, wishes to be considered on this alternate basis.

The award of all bid packages will be based on the dollar value of the proposal, the qualifications of the bidder and his ability to perform. Bidders are cautioned to fill in all blanks on the pages of the bid form he is submitting by noting "N/A" in those blanks not applicable to their particular proposal.

The Owner reserves the right to accept or reject any or all proposals or to waive irregularities. In addition, the Owner reserves the right to reject any proposal which fails to include the required bid security or any other proposal supplement, or which is in any way incomplete.

5.2 BID SECURITY – **Not required**

5.3 SUBMISSION OF BIDS

Bids shall be delivered, mailed or emailed at the designated location prior to the time and date for receipt of bids indicated in the Advertisement or Notice to Bidders, or any extension thereof made by addendum. Bids received after the time and date for receipt of bids will be returned unopened or not considered.

Bidders shall assume full responsibility for timely delivery at the location designated for receipt of bids.

5.4 MODIFICATION OR WITHDRAWAL OF BID

A bid may not be modified, withdrawn or cancelled by the bidder for a period of thirty consecutive calendar days following the time and date designated for receipt of bids, and bidder so agrees in submitting his bid.

Prior to the time and date designated for receipt of bids, bids submitted early may be modified or withdrawn only by notice to the party receiving bids at the place and prior to the time designated for receipt of bids. Such notice shall be in writing over the signature of the bidder or be by telegram. If by telegram, written confirmation over their signature of bidder must have been mailed and postmarked on or before the date and time set for receipt of bids. It shall be so worded as not to reveal the amount of the original bid.

Withdrawn bids may be re-submitted up to the time designated for the receipt of bids provided that they are then fully in conformance with these Instructions to Bidders and that bid security is in an amount sufficient for the bid as modified or re-submitted.

ARTICLE 6
CONSIDERATION OF BIDS

6.1 OPENING OF BIDS

Properly identified bids received on time will be opened privately; the amounts of the base bids and alternates may or may not be made available to bidders.

6.2 ACCEPTANCE OR REJECTION OF BIDS

The Owner shall have the right to reject any or all bids.

The Owner shall have the right to waive any informality or irregularity in any bid received.

The Owner shall have the right to accept alternates in any order or combination and to determine the low bidder on the basis of the sum of the base bid and the alternates accepted.

The bidder acknowledges the right of the Owner to accept any combination of bid packages he so desires.

The bidder, by submitting his bid, represents that he will accept award, regardless of who the other bid package Trade Contractors may be.

After receipt of bids, the bidder may be required to identify specific subcontractors, suppliers and manufacturers for work included in his bid package, and to satisfy the Construction Manager, the Architect, and the Owner that both, he and the subcontractors, suppliers and manufacturers identified will be able to satisfactorily undertake the work required by the contract.

If the bidder is advised in writing of a substantial objection to any organization so identified when such organization would not otherwise have been disallowed by requirements of the bidding documents, the bidder may, at his option, (1) withdraw his bid, or (2) submit an acceptable substitute with, if he chooses, 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. In the event of either withdrawal or disqualification under this sub-paragraph, bid security will not be forfeited, notwithstanding anything to the contrary in Article 5.

Subcontractors and other persons and organizations proposed by the bids and accepted by the Owner and the Architect must be used on the work which they were proposed and accepted and shall not be changed except with the written approval of the Owner.

ARTICLE 7

POST-BID INFORMATION

7.1 SUBMISSIONS

Prior to the commencement of any work, the successful bidder shall submit certificates of insurance and possibly bonds, if required by Owner.

End of Section

SECTION 00 24 13
SCOPES OF BIDS

All Bid Packages are responsible for the following:

Contractor to provide all labor, materials, personnel, equipment and tools required to perform the work specified in the above referenced specification sections and project drawings. Contractor is responsible for a complete operational system(s), and if the bid package breaks the systems into multiple divisions of labor, each firm will be responsible for ensuring the system is fully operational. The contractor is also responsible to furnish, deliver, store, protect, install, erect and dispose of waste material required for the complete satisfaction of this bid division or bid package.

General Project Requirements:

1. **Work can be performed during regular business hours (7am – 5pm) Monday – Friday and Saturday if needed. Coordinate Saturday work with project superintendent.**
2. All contractors are responsible for the entire set of Contract Documents; including plans, specifications, tables, schedules and notes. It is the responsibility of the respective trade to ensure they have the most current drawings and specifications.
3. Apex Engineering & Mgt, Inc. is the CM on this project and will have supervision on the project. It is the responsibility of the respective trades to coordinate with the project supervisor and all other trades on the site.
4. There is not a general contractor on this project. All reference to general contractor within the related specification sections outlined in the bid packages and general conditions shall be performed by the respective trade contractor.
5. The contractors are responsible for daily removal and disposal of all debris into an Owner supplied dumpster. Provide continuous clean up and housekeeping of the site on a daily basis and as directed by the CM. Back charges will be implemented for failure to clean up after yourself.
6. This contractor is responsible for all safety issues for all the work that he has affected until his work is complete.
7. All contractors are required to inspect existing conditions and components to provide the work required for a fully operational system in compliance with governing codes.
8. Any contractor who knowingly compounds a mistake by installing work on another Contractor's obviously faulty work will be responsible for repair of said work.
9. Repairs must restore any damaged or compromised materials to original or better condition with no detectable evidence of repairs. Workmen experienced and employed in the line of work requiring the repair shall perform the repairs. If possible the original installer shall make the repair.
10. Provide all required layout to perform the work. Owner will provide benchmark elevations and plan offsets for contractor to work with.
11. Unloading and stocking of material and equipment is the responsibility of each Contractor. Coordinate large deliveries with the CM 48 hours prior to unloading. No means of unloading will be provided by the Owner or the CM.
12. Prior to commencing work on site, this Contractor must submit schedule of values, certificates of insurance, shop drawings and product data per Division 00 and 01 specifications.

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- ~~13. Contractor shall submit written daily reports to the CM office. Information shall include number of personnel, deliveries made, and work completed for each day the contractor's representative is on-site.~~
14. Contractor shall maintain As-Built drawings for any changes made/uncovered during the construction phase. At the end of the project, contractor shall submit As-built drawings for his/her respective trade to the CM for inclusion in (1) combined As-built drawing set to provide to the Owner.
15. Coordinate and review other Scopes of Bids for related work or work of other trades affecting contractors work.
16. The trade contractor that creates the penetration through the fire separation wall shall perform fire-stopping seal around his work using approved UL listed methods. The trade contractor installing the wall shall perform top of wall fire stopping work using approved UL listed methods.
17. Protect adjacent trades work from damage as a result of installation of this Scope of Bid work.
18. Contractor to include all requested alternate pricing, unit pricing and allowances as it relates to this Scope of Bid and as indicated on the Proposal Form.
19. Contractor shall submit all shop drawings, material certificates, warranty & close out information, etc. noted in the specification section for material they are supplying. If a contractor's work requires sealed engineering design, contractor must have professional liability insurance and provide evidence of insurance with a certificate per specifications. Note details on architectural drawings.
20. Contractor making a penetration through a wall, ceiling or floor MUST seal around this penetration at the time the penetration is made. ALL penetrations must be sealed, not just fire wall, smoke wall or smoke barrier walls. Fire wall penetration must be sealed with approved sealer. Non-fire wall penetration can be sealed with spray foam, caulking or gypsum mud.
21. Smoking is not allowed on this project.
- 22. If contractor chooses to deviate from the specified materials or equipment, they MUST get approval from architect or engineer prior to submittal of shop drawings OR highlight the requested deviation within the shop dwgs. If the deviation from the specified material/equipment is not highlighted and approved by the architect/engineer, contractor will be required to supply the correct material or equipment at their own expense.**

Bid Package #1 (BP-01)

Sitework-Landscaping

****Previously Released for Bidding****

Bid Package Inclusions:

1. Site demolition - including:
 - Clear and grub as required for new work
 - Existing topsoil pile to be relocated as required
2. Provide and install soil erosion protection (silt fencing) as noted on plans and leave in place until final phase of site work is completed
3. Remove/strip topsoil, vegetation, mass grading, ditches, basins, overflow swale & ditch, excavate for parking, drives, building pad & foundation (including slab on grade prep) & backfill, final grade and topsoil/seed
4. Imported sand sub-base material & install/compaction per C500
5. Include all construction staking required for your work
6. Coordinate elevations with interior and exterior concrete contractor at time of excavation. Fine grading of final 2" of sand base by concrete contractor. Concrete contractor will provide personnel during rough grading operations acceptable to within +/-2"
7. All excess spoils shall be removed from site
8. Complete storm system - including structures/frames/covers, culverts, pipe, stone foundation drain, stone/fabric, drain lines, infiltration test assemblies, cleanouts, inlets/outlets
9. Complete sanitary system, piping from 5' outside bldg, inspection manhole, cleanouts and approved connection to sanitary service at road
10. Complete water service system - including 1" Domestic water service, from existing curb stop to AND including bringing water lines INTO bldg., flush and cap above floor line.
11. Construction of new entrances, ditch re-work, including permitting (per county standards) & traffic control - new entrance must drain water and not pond
12. All asphalt paving, 6" gravel sub base & striping
13. Contact MISS DIG prior to performing excavation and UG work
14. Include supply of ALL rigid insulation (vertical & horizontal) at exterior foundation wall, underslab and under sidewalk - include installation of vertical insulation (horizontal insulation will be installed by BP-02)
15. Signage, barrier free signage at parking noted

Bid Package Exclusions:

1. Density testing (By Owner)
2. Permits not listed (By Owner)
3. Concrete work (BP-02) - coordination with concrete contractor will be req'd
4. Light poles & concrete bases (BP-11)
5. Landscaping

Consideration for award:

All mandatory Alternates will be considered for award. The ability to meet the project schedule requirements by starting work immediately after it becomes available. To employ supervision, skilled workmen and equipment to complete the work described in the documents. Provide input along with the CM and other bid packages to create a working schedule. Expedite communication and follow-up as required.

Mandatory Alternate(s):

1. NA

Bid Package #2 (BP-02)

Concrete

Bid Package Inclusions:

1. Removal of excess concrete spoils and truck washouts from the jobsite
2. Concrete strip & pad footings including all steel reinforcement
3. Concrete foundation walls & piers including all steel reinforcement (horizontal & vertical) & brick ledge forming as indicated on architectural details.
4. Slab on grade (all interior and exterior (ref C101 & C500 for site concrete), reinforcing materials, vapor barriers and dowels - all areas will receive standard trowel finish interior and broom finish for exterior - include turndown edge at patio slab.
5. Concrete curbing
6. Cut control joints in slab on grade, provide isolation joints, fiber isolation joint material, construction and all other slab accessories as indicated in the drawings or required for this work package
7. Proper curing & concrete hardener/sealer as indicated on architectural plans including weather protection
8. Provide layout all for all work in this bid package
9. Include installation of HORIZONTAL underslab rigid insulation (supply by BP-01)
10. Coordinate elevations with excavating contractor at time of excavation. Fine grading of final $\pm 2"$ of sand base by this contractor. Provide personnel during rough grading operations performed by BP-01 and acceptable to within $\pm 2"$ for all footings & slabs
11. Provide concrete mix designs prior to concrete placement
12. Coordinate footing inspections with Construction Manager & inspector
13. Include all concrete inside and on the site indicated on Site-Civil dwgs

Bid Package Exclusions:

1. Concrete testing (By Owner)
2. Excavation/backfilling of footings (BP-01)
3. Supply of rigid insulation (BP-01)

Consideration for award:

All mandatory Alternates will be considered for award. The ability to meet the project schedule requirements by starting work immediately after it becomes available. To employ supervision, skilled workmen and equipment to complete the work described in the documents. Provide input along with the CM and other bid packages to create a working schedule. Expedite communication and follow-up as required.

Mandatory Alternate (see Section 01 23 00 for detailed description):

1. Add Alternate #M1 (installation of rigid foam board insulation under the sidewalk) - In floor and snow melt tubing, insulation, and manifolds
2. Add Alternate #E2 (Concrete Pad for Generator-dwg E2) - Generator and Automatic Transfer Switch equipment and start up

Bid Package #3 (BP-03)

Masonry

Bid Package Inclusions:

1. Decorative CMU walls, cast stone cap, reinforcing, flashings, mortar net, weeps, stainless steel, drip edges, anchors, ties, control/expansion joints, filler strips and all accessories as needed
2. Joint sealant & backer rod @ expansion joints
3. Aire infiltration/waterproof barrier membrane as noted
4. Remove all mortar from floors including scraping and brooming of all mortar and mortar dust.
5. Clean all exterior exposed masonry faces from mortar droppings and dust using water & mild detergent (no chemicals)

Bid Package Exclusions:

1. NA

Consideration for award:

All mandatory Alternates will be considered for award. The ability to meet the project schedule requirements by starting work immediately after it becomes available. To employ supervision, skilled workmen and equipment to complete the work described in the documents. Provide input along with the CM and other bid packages to create a working schedule. Expedite communication and follow-up as required.

Mandatory Alternate(s):

1. NA

Bid Package #4 (BP-04)

General Trades

Bid Package Inclusions:

1. All wood framing including but not limited to: interior & exterior stud walls, blocking, wall sheathing, truss and roof framing, roof outriggers, headers, beams, posts, roof sheathing, truss bracing, bulkhead framing,
2. Prefinished metal siding, trims, door & window cap flashings, air infiltration barrier/moisture barrier.
3. Aluminum soffit panel and trims (note ventilation required on sheet A4)
4. Wood window & door trim (interior) including extension jambs, sills, casing, stools, cap trim at half-wall & joint sealant
5. Attic access hatch in Room 104 or 120 - coordinate with Owner
6. FRT (3/4") on all walls in Electrical/IT Room
7. Fiberglass windows, waterproof barrier membrane flashing, trims as indicated including air sealing-backer rod around rough opngs
8. All interior and exterior doors HM & wood), flashings, hardware, electric strikes, power supplies, thresholds, rubber door silencers & glass for door lights - coordinate getting security wiring into frames
9. Furnish all necessary adhesives, fasteners, hangers, etc. associated with this Bid Package
10. All specialties: interior BF signage noted, TP dispensers, towel dispensers, towel bars, fire extinguishers and cabinets, corner guards, grab bars, mirrors
11. Joint sealant for all work noted in this bid package
12. All anchors, hardware, hangers, clips, etc to provide all work in this bid package

Bid Package Exclusions:

1. Aluminum entrance doors (BP-07)

Consideration for award:

All mandatory Alternates will be considered for award. The ability to meet the project schedule requirements by starting work immediately after it becomes available. To employ supervision, skilled workmen and equipment to complete the work described in the documents. Provide input along with the CM and other bid packages to create a working schedule. Expedite communication and follow-up as required.

Mandatory Alternate(s):

1. Provide hourly rate for Carpenter & Laborer for miscellaneous added work
2. Provide Material cost markup percentage

Bid Package #5 (BP-05)

Insulation

Bid Package Inclusions:

1. Spray applied closed cell foam in exterior wall AND ceiling
2. Loose fill attic insulation & accessories
3. Spray foam fill around doors/windows @ exterior wall

Bid Package Exclusions:

1. Rigid insulation at foundation wall, under slab & exterior sidewalk (BP-01)
2. Acoustical insulation in ceiling/walls (BP-08)

Consideration for award:

All mandatory Alternates will be considered for award. The ability to meet the project schedule requirements by starting work immediately after it becomes available. To employ supervision, skilled workmen and equipment to complete the work described in the documents. Provide input along with the CM and other bid packages to create a working schedule. Expedite communication and follow-up as required.

Mandatory Alternate(s):

1. NA

Bid Package #6 (BP-06)

Roofing

Bid Package Inclusions:

1. Standing seam metal roofing, flashing & counter flashing and required sealants for complete system.
2. Waterproof membrane & underlayment compatible with standing seam manufacturer
3. Drip edge & aluminum fascia
4. Coordinate all penetration flashings (ie. boot flashing, roof drains, etc.) with appropriate contractors. Review mechanical, electrical & plumbing plans.

Bid Package Exclusions:

1. Metal siding, alum soffit (BP-04)

Consideration for award:

All mandatory Alternates will be considered for award. The ability to meet the project schedule requirements by starting work immediately after it becomes available. To employ supervision, skilled workmen and equipment to complete the work described in the documents. Provide input along with the CM and other bid packages to create a working schedule. Expedite communication and follow-up as required.

Mandatory Alternate(s):

1. NA

Bid Package #7 (BP-07)

Aluminum Entrances

Bid Package Inclusions:

1. Exterior aluminum entrance system, transoms, door, glazing, trims
2. Door hardware for exterior window/door systems including electric strike/power supply as noted in HW schedule - work with Data-Security contractor to coordinate getting wiring pulled into door frame as required, thresholds
3. Shimming & fasteners as needed
4. Joint sealant on exterior side of all door systems
5. Provide all rough opening dimensions to CM via shop drawings

Bid Package Exclusions:

1. Windows
2. Interior doors, exterior HM doors

Consideration for award:

All mandatory Alternates will be considered for award. The ability to meet the project schedule requirements by starting work immediately after it becomes available. To employ supervision, skilled workmen and equipment to complete the work described in the documents. Provide input along with the CM and other bid packages to create a working schedule. Expedite communication and follow-up as required.

Mandatory Alternate(s):

1. NA

Bid Package #08 (BP-08)

Gypsum Board–Ceilings

Bid Package Inclusions:

1. Gypsum board on walls, bulkheads & ceilings as indicated
2. Moisture resistant gypsum board at Toilet & Shower Rooms
3. Gypsum board control joints detail 12/A12 - also see specification
4. Top of wall fireproofing, firesafing, ratings as noted
5. All clips, fasteners & hardware for your work
6. Drywall finish to the level specified
7. Suspended Acoustical Ceiling systems, trim, panels
8. Prefinished metal perimeter trim (USG Compasso) @ clouds
9. Acoustical insulation above ceiling AND walls & bottom of wall joint sealant meeting STC levels noted
10. Completely cover all floors prior to drywall work - remove and clean drywall compound when completed with sanding
11. Seal ALL penetrations and intersections with adjacent assemblies PRIOR to prime painting

Bid Package Exclusions:

1. Painting

Consideration for award:

All mandatory Alternates will be considered for award. The ability to meet the project schedule requirements by starting work immediately after it becomes available. To employ supervision, skilled workmen and equipment to complete the work described in the documents. Provide input along with the CM and other bid packages to create a working schedule. Expedite communication and follow-up as required.

Mandatory Alternate(s):

1. NA

Bid Package #09 (BP-09)

Painting

Bid Package Inclusions:

1. Provide joint sealant around all door frames (interior side), window frames (interior side), wood trims and all dissimilar material intersections and accessories/specialties as required prior to painting
2. Prime and paint all walls/ceilings, bulkheads, doors/frames, trims as specified
3. Seal concrete floor as noted (Rooms 104 & 120)
4. This contractor is responsible for removing or protecting all mechanical, electrical and architectural trim and cover plates during finishing. Replace all items removed.
5. Final touch-up prior to owner occupancy

Bid Package Exclusions:

1. NA

Consideration for award:

All mandatory Alternates will be considered for award. The ability to meet the project schedule requirements by starting work immediately after it becomes available. To employ supervision, skilled workmen and equipment to complete the work described in the documents. Provide input along with the CM and other bid packages to create a working schedule. Expedite communication and follow-up as required.

Mandatory Alternate(s):

1. NA

Bid Package #10 (BP-10)

Flooring-Base

Bid Package Inclusions:

1. Carpet & LVT as indicated
2. All floor transitions
3. Floor prep as required
4. Wall base - VCB on all walls UNO

Bid Package Exclusions:

1. Concrete sealer (BP-09)

Consideration for award:

All mandatory Alternates will be considered for award. The ability to meet the project schedule requirements by starting work immediately after it becomes available. To employ supervision, skilled workmen and equipment to complete the work described in the documents. Provide input along with the CM and other bid packages to create a working schedule. Expedite communication and follow-up as required.

Mandatory Alternate(s):

1. NA

Bid Package #11 (BP-11)

Casework-Counters

Bid Package Inclusions:

1. Provide all Plastic Laminate base & wall cabinets, benches, fillers, countertops, back splashes, side splashes and hardware/brackets/supports as required
2. Include counter assembly/brackets in Recept 123
3. Provide joint sealants for all cabinets/countertops adjacent to walls.
4. Include cutouts for sink as indicted
5. Include all blocking locations on shop drawings for General Trades contractor
6. Include holes and grommets and meeting with Owner to determine locations
7. Coordinate appliance and fixture sizes with CM
8. Clean & vacuum work area after installation

Bid Package Exclusions:

1. NA

Consideration for award:

All mandatory Alternates will be considered for award. The ability to meet the project schedule requirements by starting work immediately after it becomes available. To employ supervision, skilled workmen and equipment to complete the work described in the documents. Provide input along with the CM and other bid packages to create a working schedule. Expedite communication and follow-up as required.

Mandatory Alternate(s):

1. NA

Bid Package #12 (BP-12)

Plumbing/HVAC

Bid Package Inclusions:

1. Provide plumbing/mechanical permits as required
2. Notify construction manager regarding any code compliance issues conflicting with drawings prior to bidding
3. Perform all excavation, backfill and compaction required to install underground work in this Bid Package
4. Complete Mechanical system: Boiler, pumps, furnaces, heaters, condensers and wall brackets, exhaust fans, ducting/insulation, dampers, dryer venting, diffuser/grille, wall caps, roof flues-penetrations, pipe insulation, etc. including any necessary rough-in materials/wall penetrations noted underground
5. Complete Plumbing system: Water closets, lavatories, sinks, water lines, gas piping (above ground and underground), H/C water piping + returns, hot water heaters, valves, controls, fixtures, hose bibs, ice maker valve box, pumps, faucets, urinals, service sink, electric water coolers, hose bibs, shower assembly complete (grab bars/sprays/controls/folding seat/valves/soap dish/leveling compound at floor/curtain & rod/drain), floor drains, drains & piping, venting, cleanouts, pipe insulation, drain pans, expansion tank, future stub out (west wall)
6. Shelves/brackets/hangers for suspended equipment
7. Controls and low voltage wiring for all equipment included in this package
8. Air/water balancing
9. Access doors as noted
10. Penetration sealing - see note 20 under "General Project Requirements"
11. Equipment isolators
12. Provide counter cutout template for sinks to BP-11
13. Pipe insulation/covers (lavatory guards) under sinks
14. Responsible to take utility piping to 5' outside building for site work contractor to pick up
15. Final cleaning of ALL equipment in Mechanical/Electrical Room(s)

Bid Package Exclusions:

1. Appliances (By Owner)
2. Water service to 5' outside bldg. - will be brought INSIDE by (BP-01)

Consideration for award:

All mandatory Alternates will be considered for award. The ability to meet the project schedule requirements by starting work immediately after it becomes available. To employ supervision, skilled workmen and equipment to complete the work described in the documents. Provide input along with the CM and other bid packages to create a working schedule. Expedite communication and follow-up as required.

Mandatory Alternates (see Section 01 23 00 for detailed description):

1. Add Alternate #M1 - In floor and snow melt tubing, insulation, and manifolds (Note, insulation will be provided for the alternate by BP-01 and installed as part of this Bid Package (BP-12))
2. Add Alternate #M2 - In floor and snow melt equipment and start up
3. Add Alternate #E2 - Generator and Automatic Transfer Switch equipment and start up

Bid Package #13 (BP-13)

Electrical

Bid Package Inclusions:

1. Perform all excavation, backfill and compaction required to install underground work in this Bid Package
2. Provide electrical permit as required
3. Coordinate new electrical service with power company
4. Provide temporary electrical and lighting per specification section 01 15 00 as required for all construction trades for the duration of the project - include connecting CM trailer to power supply
5. Complete Electrical system incl rough ins: Fixtures, panels, lighting, exterior wall lights, breakers, distribution, metering, sensors, controls, devices, floor boxes, conduit, outlets, switching, surge devices, raceways, relays, timers, emergency/exit signage, communications grounding bar, electric strike provisions, low voltage outlets, card reader provisions, camera outlet provisions, lighting-signs, wiring of mechanical equipment, grounding + bond to foundation (coordinate with concrete contractor)
6. FRT plywood back boards as required
7. Provide access panels required for access to installations of this bid category, but not shown on drawings. Coordinate openings required with the appropriate Bid Categories.
8. Notify construction manager regarding any code compliance issues conflicting with drawings prior to bidding
10. Penetration sealing - see note 20 under "General Project Requirements"
11. Site electrical: ALL UG conduit, building mounted light fixtures - see SE1 & SLC
12. Label backside of faceplates
13. Final cleaning of ALL equipment in Mechanical/Electrical Room(s)

Bid Package Exclusions:

1. Low voltage wiring for Mechanical system (BP-12)
2. Low voltage wiring for Communication-Security
3. Site concrete pads (BP-02)
4. TV's, Security, data, camera devices/wiring (By Owner) - conduit/boxes to be included
5. Appliances (By Owner)

Consideration for award:

All mandatory Alternates will be considered for award. The ability to meet the project schedule requirements by starting work immediately after it becomes available. To employ supervision, skilled workmen and equipment to complete the work described in the documents. Provide input along with the CM and other bid packages to create a working schedule. Expedite communication and follow-up as required.

Mandatory Alternates (see Section 01 23 00 for detailed description):

1. Add Alternate #M2 - In floor and snow melt equipment and start up
2. Add Alternate #E1 – Generator conduits
3. Add Alternate #E2 – Generator and Automatic Transfer Switch equipment and start up

Bid Package #14 (BP-14)

Communication

Bid Package Inclusions:

1. Provide all low voltage wiring as required for this and BP-13 Security, CAT 6 data drops, device faceplates, terminations, data rack, patch panels, etc. as indicated and/or for a complete installation
2. Provide low voltage electrical connections and wiring for doors, door hardware, data outlets, telephone-TV outlets as indicated and/or for a complete installation
3. Responsible for all mounts, accessories and adapters

Bid Package Exclusions:

1. Low voltage wiring for Mechanical system (BP-12)
2. Access point will be Owner provided

Consideration for award:

All mandatory Alternates will be considered for award. The ability to meet the project schedule requirements by starting work immediately after it becomes available. To employ supervision, skilled workmen and equipment to complete the work described in the documents. Provide input along with the CM and other bid packages to create a working schedule. Expedite communication and follow-up as required.

Mandatory Alternates:

1. NA

Bid Package #15 (BP-15)

Security

Bid Package Inclusions:

1. Provide all cameras (interior & exterior), network video recorder, archiver, network switch, etc. for a complete installation
2. Provide access control panel, keypads, card readers, door contacts, electric strike tie in provisions, burglar alarm panel, motion detectors, glass break detector, flood sensor, low temp alarm, etc. for a complete installation
3. Responsible for all mounts, accessories and adapters

Bid Package Exclusions:

1. Low voltage wiring

Consideration for award:

All mandatory Alternates will be considered for award. The ability to meet the project schedule requirements by starting work immediately after it becomes available. To employ supervision, skilled workmen and equipment to complete the work described in the documents. Provide input along with the CM and other bid packages to create a working schedule. Expedite communication and follow-up as required.

Mandatory Alternates:

1. NA

Bid Package #16 (BP-16)

Landscaping

Bid Package Inclusions:

1. All required landscaping work per C701
2. Irrigation system - complete including design, backflow preventer, valves, piping, controls, emitters, wiring, boxes, etc. to support the plantings and grass areas for this work.

Bid Package Exclusions:

1. Concrete sidewalks (BP-02)

Consideration for award:

All mandatory Alternates will be considered for award. The ability to meet the project schedule requirements by starting work immediately after it becomes available. To employ supervision, skilled workmen and equipment to complete the work described in the documents. Provide input along with the CM and other bid packages to create a working schedule. Expedite communication and follow-up as required.

Mandatory Alternate(s):

1. NA

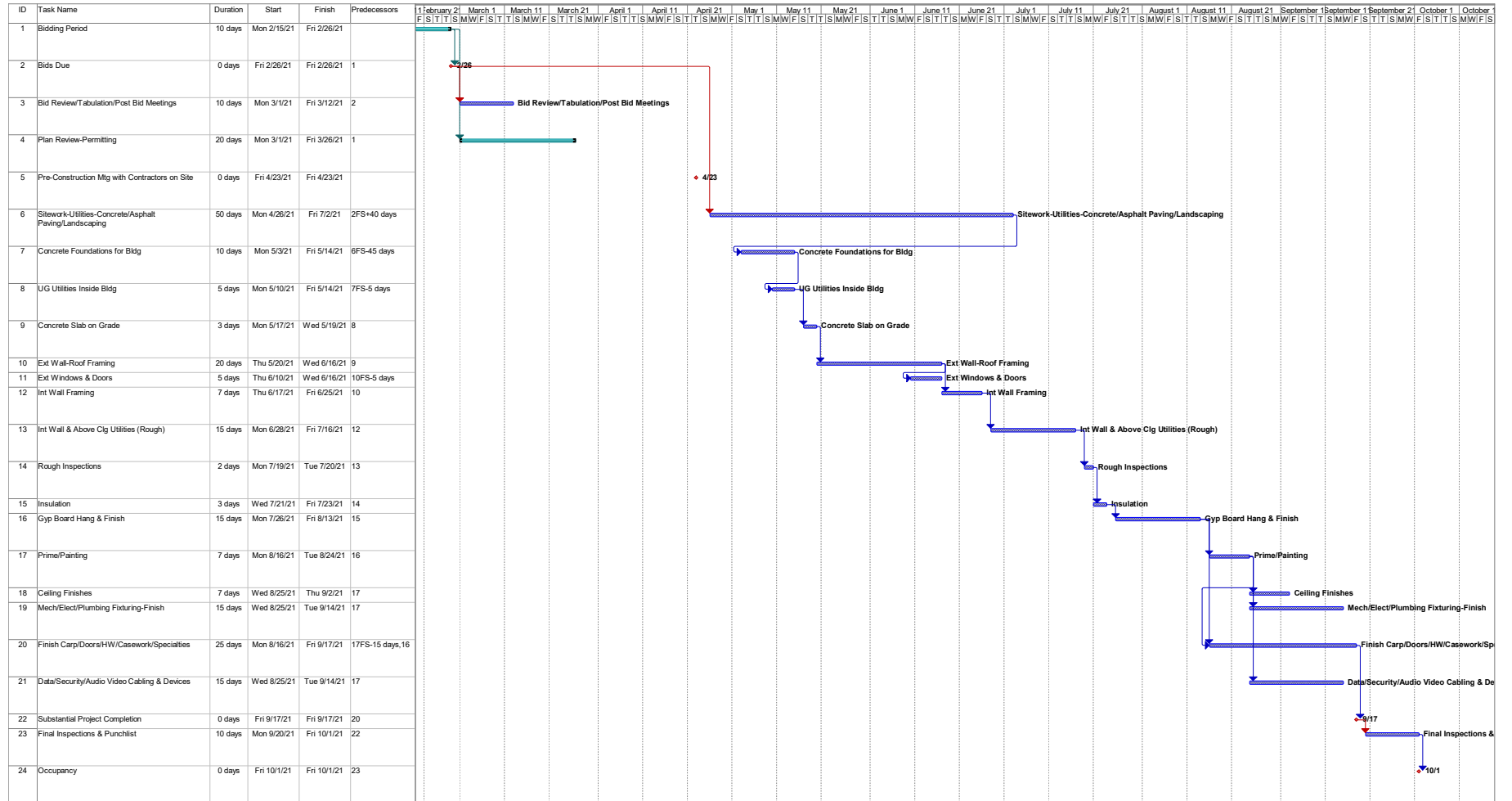
End of Section



Office Building
Hammond Industrial Centre

Preliminary Project Schedule

00 31 13 Preliminary Project Schedule - 1



Office Building – Hammond Industrial Centre

SECTION 00 42 16
PROPOSAL FORM

Project: Office Building – Hammond Industrial Centre

Submitted By: _____
(Bidder's Company Name)

Address: _____

City / State / Zip: _____

Phone: _____

Bid Proposal Deadline: Prior to February 26, 2021 at 2:00 PM to:

**Deliver to: Apex Engineering & Mgt
5101 Sawyer Woods Drive or Email (steve@apexem.net)
Traverse City, MI, 49685**

Bid Package # _____ Bid Package Name: _____

BASE BID for Office Building – Hammond Industrial Centre

_____ Dollars and 00/100^{ths}

\$ _____

Provide **ADDED** cost for Labor & Material Bond and Performance Bonds on Base Bid:

_____ Dollars and 00/100^{ths}

\$ _____

ADDENDA

We (the Bidder) acknowledge receipt of the following Addenda:

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

COMBINED BID DEDUCT

If awarded a contract for the Work, combining the following Bid Division(s), the corresponding amount(s) may be deducted from the Base Bid(s) of each of the involved Bid Packages.

Bid Packages Combined

Deduct from each Bid Package

VOLUNTARY/MANDATORY ALTERNATES (see Scope of Bids)

Summary of Alternate

Amount

_____ Add/Deduct

_____ Add/Deduct

_____ Add/Deduct

SUBMITTALS

Anticipated Date of Shop Drawing Submittal at Post Bid Interview: _____

Anticipated Number of Consecutive Calendar Days to Begin: _____

Anticipated Number of On-site Staff: _____

Anticipated Number of Consecutive Calendar Days to Complete: _____

Anticipated Number of Consecutive Calendar Days for Delivery of Needed Items: _____

Proposed Manufacturers, Suppliers, and/or Subcontractors:

Item(s)

Manufacturer/Subcontractor/Supplier

BID PACKAGE RESPONSIBILITY

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

SCHEDULE

We understand that this project will be constructed in accordance with the Preliminary Project Schedule included and will supply adequate man power and materials to successfully complete the work being bid.

EXCEPTIONS AND/OR SUBSTITUTIONS

We have submitted our Proposal, as specified, complete and in accordance with the Bidding Documents, including Addenda and the Contract Documents, without exceptions or substitutions, unless otherwise noted in the "Voluntary Alternate" portion of this Proposal Form.

EXECUTION

Name of Bidder: _____

Bidder's Status:

___ Corporation; ___ Partnership; ___ Sole Proprietor; ___ Other : (Please Specify : _____)

By/Signature: _____

Name: _____

Title: _____

Date: _____

Phone: _____ *Fax:* _____

End of Section

SECTION 00 62 76
APPLICATIONS FOR PAYMENT/SWORN STATEMENTS/WAIVERS

APPLICATIONS FOR PAYMENT

1.01 DESCRIPTION

- A. One (1) original invoice must be received or mailed to Apex Engineering & Mgt by the 20th of the month or as indicated in the contract. **Projections of work beyond this date will NOT be allowed.** Submit payment applications based on work in place or for stored material through this date and **NOT beyond.**
- B. All Applications for Payment will be submitted on “AIA Document G702 – Application and Certificate for Payment.”

1.02 SWORN STATEMENTS/WAIVERS

- A. Waivers will be distributed to contractors by the CM prior to delivery of payment.

1.03 SCHEDULE OF VALUES

- A. All billings are processed on the basis of approved Schedules of Values to be approved before the first Application for Payment. Absolutely NO CHANGES may be made to the approved Schedule of Values.
- B. Approved Schedule of Values shall be submitted along with AIA Document G702 – Application and Certificate for Payment, on AIA Document G703 – Continuation Sheet.

1.04 CHANGE ORDERS

- A. Increases or decreases in the Contract Amount shall be through Change Orders.
- B. Each Change Order shall be listed as a new line item on the G703 – Continuation Sheet.

1.05 APPROVAL OR REJECTION OF APPLICATION FOR PAYMENT

- A. Approved Applications for Payment will be submitted to the Owner for their approval and payment. Following approval, the Owner will prepare checks and appropriate waivers and pay contractors.
- B. Applications for Payment that are rejected will be returned to the Contractor, accompanied by an explanation, for resubmittal the following billing period.

SWORN STATEMENTS-WAIVERS

1.01 DESCRIPTION

- A. Sworn Statement shall be included with each Application for Payment.
- B. A sample Sworn Statement follows as Pages 2 and 3 of this Section.
- C. Page 1 of the Sworn Statement shall contain all necessary Project information, including:

Office Building – Hammond Industrial Centre

1. Date of Sworn Statement
2. County in which the deponent is at the time of the completion of the Sworn Statement.
3. Deponent name.
4. Contractor name on whose behalf the deponent is making statement.
5. County in which the Project is situated.
6. Project name and site location.
7. Deponent signature and typewritten name.
8. Notary name, signature, and commission expiration date.

D. Page 2 of the Sworn Statement shall contain all necessary Project information, including:

1. Project name and site location.
2. Subcontractor/Supplier listings as submitted for approval at the beginning of the Project with Schedule of Values.
3. Description of work to be completed by each subcontractor/supplier.
4. Total contract amount for each subcontractor/supplier.
5. Listings of amounts paid, amounts owing, retentions held, and balances to complete.

1.02 WAIVERS

A. Waivers will be supplied to contractor by CM.

Sample Sworn Statement

STATE OF MICHIGAN

COUNTY OF _____

_____, Being duly sworn, deposes and says that
_____ Is the Contractor for an improvement to the following described real
property situated in _____ COUNTY, MICHIGAN, known as _____.
That the following is a statement of each subcontractor and supplier and laborer, for which laborer the payment of wages for
fringe benefits and withholdings is due but unpaid, with whom the contractor has subcontracted for performance under the
contract with the owner or lessee thereof, and that the amounts due to the persons as of the date hereof are correctly and
fully set forth opposite their names, as follows on page 2.

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

Deponent further says that he or she makes the foregoing statement as the contractor for the purpose of representing to the
owner or lessee of the above described premises and his or her agents that the above described property is free from claims
of construction liens, or the possibility of construction liens, except as specifically set forth and except for claims of
Construction Lien Act, Act No. 497 of the Public Acts of 1980, as amended, being Section 570.1109 of the Michigan Compiled
Laws.

Deponent Signature

Deponent Name - Typewritten

_____ County, Michigan

Subscribed and sworn before me this _____ day of _____, 20_____.

Notary Public Signature

Notary Public Name - Typewritten

My commission expires: _____

Warning to the Owner: an owner or lessee of the above described property may not rely on this sworn statement to avoid
the claim of a subcontractor, supplier, or laborer who had provided a notice of furnishing or a laborer who may provide a
notice of furnishing pursuant to Section 109 of the Construction Lien Act to the designee or the owner or lessee if the
designee is not named or has died.

Warning to the deponent: a person, who with intent to defraud, gives a false sworn statement is subject to criminal
penalties as provided in Section 110 of the Construction Lien Act, Act No. 497 of the Public Acts of 1980, as amended,
being Section 50.1110 of the Michigan Compiled Laws.

Page 2 – Sworn Statement Sample

Project Name:

Site Location:

[illegible]

End of Section

SECTION 00 72 26
GENERAL CONDITIONS OF THE CONTRACT

PART 1 – GENERAL

1.01 DOCUMENTS

- A. Refer to AIA A232-2019 General Conditions of the Contract for Construction. This document follows this sheet.

End of Section



AIA[®] Document A232[™] – 2019

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

for the following PROJECT:

(Name, and location or address)

Office Building – Hammond Industrial Centre
1419 Industry Drive
Traverse City, MI 49696

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

Apex Engineering & Management, Inc,
5101 Sawyer Woods Drive
Traverse City, MI 49685

THE OWNER:

(Name, legal status, and address)

JS PROPS OZ, LLC
1419 Industry Drive
Traverse City, MI 49696

THE ARCHITECT:

(Name, legal status, and address)

Architecture Technology, PC
1304 Business Park Drive
Traverse City, MI 49686

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Documents A132[™]–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132[™]–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132[™]–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	OWNER
3	CONTRACTOR
4	ARCHITECT AND CONSTRUCTION MANAGER
5	SUBCONTRACTORS
6	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7	CHANGES IN THE WORK
8	TIME
9	PAYMENTS AND COMPLETION
10	PROTECTION OF PERSONS AND PROPERTY
11	INSURANCE AND BONDS
12	UNCOVERING AND CORRECTION OF WORK
13	MISCELLANEOUS PROVISIONS
14	TERMINATION OR SUSPENSION OF THE CONTRACT
15	CLAIMS AND DISPUTES

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 or proposal 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 the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their 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 other Contractors, and by the Owner's own forces and Separate Contractors.

§ 1.1.5 Contractors. Contractors are persons or entities, other than the Contractor or Separate Contractors, who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager.

§ 1.1.6 Separate Contractors. Separate Contractors are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

§ 1.1.7 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.

§ 1.1.8 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.

§ 1.1.9 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.

§ 1.1.10 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. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

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

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building

Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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 Construction Manager and the Architect do not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work, and upon written request by the Contractor, the Owner shall furnish 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. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

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

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

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements,

assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. Unless otherwise provided under the Contract Documents, the Owner, assisted by the Construction Manager, shall secure and pay for the building permit.

§ 2.3.2 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.

§ 2.3.3 The Owner shall retain a construction manager adviser lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the Construction Manager in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.4 If the employment of the Construction Manager or Architect terminates, the Owner shall employ a successor construction manager or architect to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.

§ 2.3.5 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.

§ 2.3.6 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.

§ 2.3.7 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.

§ 2.3.8 The Owner shall forward all communications to the Contractor through the Construction Manager. Other communication shall be made as set forth in Section 4.2.6.

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of 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 default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to review by the Construction Manager and prior approval of the Architect, and the Construction Manager or Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Construction Manager's and Architect's and their respective consultants' additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

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 its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.5, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to section 15.1.7, 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. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner, the Construction Manager, and the Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. The Construction Manager shall review the proposed alternative for sequencing, constructability, and coordination impacts on the other Contractors. Unless the Architect or the Construction Manager objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative 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 the Project already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner, Construction Manager, and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform 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 Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

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

§ 3.6 Taxes

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

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

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

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

§ 3.7.3 If the Contractor performs Work 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, Construction Manager, and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect and Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, 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 that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Construction Manager, 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, Construction Manager, and Contractor, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may submit a Claim 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, Construction Manager, and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents:

- .1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3** whenever costs are 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 notify the Owner and Architect, through the Construction Manager, of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor, stating whether the Owner, the Construction Manager, or the Architect (1) has reasonable objection to the proposed superintendent or (2) require additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information, and the Construction Manager's use in developing the Project schedule, a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Contractors, or the construction or operations of the Owner's own forces or Separate Contractors.

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

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

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

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data, and Samples

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

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor 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 how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and Construction Manager is subject to the limitations of Sections 4.2.10 through 4.2.12. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Construction Manager, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract

Documents, in accordance with the Project submittal schedule approved by the Construction Manager and Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Contractors, Separate Contractors, or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples, and similar submittals with related documents submitted by other Contractors.

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

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

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

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

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

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

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

§ 3.13 Use of Site

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

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

§ 3.14 Cutting and Patching

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

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner, Separate Contractors, or of other Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner, Separate Contractors, or by other Contractors except with written consent of the Construction Manager, Owner, and such other Contractors or Separate Contractors. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Separate Contractors, other Contractors, or the Owner, its 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 and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Construction Manager, Architect, Construction Manager's and Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or 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 that 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 AND CONSTRUCTION MANAGER

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 The Construction Manager is the person or entity retained by the Owner pursuant to Section 2.3.3 and identified as such in the Agreement.

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

§ 4.2 Administration of the Contract

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

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or 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. On the basis of the site visits, the Architect will keep the Owner and the Construction Manager reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and Construction Manager known deviations from the Contract Documents and defects and deficiencies observed in the Work.

§ 4.2.3 The Construction Manager shall provide one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner and Architect reasonably informed of the progress of the Work, and will promptly report to the Owner and Architect known deviations from the Contract Documents and the most recent Project schedule, and defects and deficiencies observed in the Work.

§ 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Contractors in accordance with the latest approved Project schedule.

§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and 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, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of, or be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 4.2.6 Communications. The Owner shall communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with other Contractors shall be

through the Construction Manager. Communications by and with the Owner's own forces and Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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

§ 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents, and will notify each other about the rejection. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, upon written authorization of the Owner, whether or not the Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 Utilizing the submittal schedule provided by the Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from other Contractors, the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

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

§ 4.2.11 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

§ 4.2.12 Review of the Contractor's submittals by the Construction Manager and Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or 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.

§ 4.2.13 The Construction Manager will prepare Change Orders and Construction Change Directives.

§ 4.2.14 The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7, and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

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

§ 4.2.16 The Construction Manager will assist the Architect in conducting inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 4.2.17 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 Owner shall notify the Construction Manager of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

§ 4.2.19 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 so rendered in good faith.

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Construction Manager, for review by the Owner, Construction Manager and Architect, of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor whether the Owner, the Construction Manager or the Architect (1) has reasonable objection to any such proposed person or entity or, (2) requires additional time for review. Failure of the Construction Manager to provide notice 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, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; 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 assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor Contractor or other entity. If the Owner assigns the subcontract to a successor Contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor Contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When the Owner performs construction or operations with the Owner's own forces or Separate Contractors, the Owner shall provide for coordination of such forces and Separate Contractors with the Work of the Contractor, who shall cooperate with them.

§ 6.1.3 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has 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's own forces, Separate Contractors, Construction Manager and other Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces, Separate Contractors or other Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Construction Manager and Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor or other Contractors that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Construction Manager and the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's or other Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractors or other Contractors that are not apparent.

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

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

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

§ 6.3 Owner's Right to Clean Up

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

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, Construction Manager, Architect and Contractor. A Construction Change Directive requires agreement by the Owner, Construction Manager and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

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

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

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

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

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

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine to be reasonably justified. The interim determination of cost 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 Construction Manager and 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 Construction Manager shall prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Construction Manager and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Construction Manager that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 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 (1) an act or neglect of the Owner, Architect, Construction Manager, or an employee of any of them, or of the Owner's own forces, Separate Contractors, or other Contractors; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section

15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts and the Architect, based on the recommendation of the Construction Manager, determines justify delay, then the Contract Time shall be extended 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

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

§ 9.3.2 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 encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

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

§ 9.4.2 Where there is more than one Contractor performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives all of the Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Contractor's application with information from similar applications for progress payments from the other Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 9.4.2.1 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Project Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Project Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

§ 9.4.3 The Construction Manager's certification of an Application for Payment or, in the case of more than one Contractor, a Project Application and Certificate for Payment, shall be based upon the Construction Manager's evaluation of the Work and the data in the Application or Applications for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.4 The Architect's issuance of a Certificate for Payment or, in the case of more than one Contractor, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and data in the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.5 The representations made pursuant to Sections 9.4.3 and 9.4.4 are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Construction Manager or Architect.

§ 9.4.6 The issuance of a Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or 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 suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.3 and 9.4.4 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.2. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor or other 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 either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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

§ 9.5.4 If the Architect or Construction Manager withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Construction Manager, and both 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 or Project Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Construction Manager and Architect.

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

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

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor

fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner, Construction Manager nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

§ 9.8.3 Upon receipt of the list, the Architect, assisted by the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the list, which is not sufficiently complete in accordance with the 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, assisted by the Construction Manager, to determine Substantial Completion.

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6), if required by the Owner, other data

establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

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

§ 9.10.4 The making of final payment shall 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;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a 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. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors. The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 10.2 Safety of Persons and Property

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

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

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

§ 10.2.3 The Contractor shall implement, 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 the owners and users of adjacent sites and utilities of the safeguards.

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

If 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, notice of the 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 or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner, Construction Manager and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's 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, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall 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 by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

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

tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous 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 hazardous 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 reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 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 reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

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

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice directly to the Owner, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform both the Contractor and the Construction Manager, separately and in writing, prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice directly to the Contractor, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 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; (2) the Construction Manager and Construction Manager's consultants; (3) the Architect and Architect's consultants; (4) other Contractors and any of their subcontractors, sub-subcontractors, agents, and employees; and (5) Separate Contractors, 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 those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, other Contractors, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

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

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor, Architect, and Construction Manager for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Construction Manager, Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Construction Manager, Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their 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 Construction Manager or Architect has not specifically requested to examine prior to its being covered, the Construction Manager or 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, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

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

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

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

§ 12.2.5 Nothing contained in this Section 12.2 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 excluding that jurisdiction's choice of law rules. 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 an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear

all related costs of tests, inspections, and approvals. The Contractor shall give the Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Construction Manager, Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Construction Manager and Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Construction Manager and Architect of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Construction Manager has not certified or the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .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 reasons described in Section 14.2.1 exist, after consultation with the Construction Manager, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' 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 Construction Manager's and 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, upon application, be certified by the Initial Decision Maker after consultation with the Construction Manager, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 **Definition.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Construction Manager and Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall 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.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 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.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 **Claims for Additional Cost.** If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 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.

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

§ 15.1.7 **Waiver of Claims for Consequential Damages.** The Contractor 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 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, 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. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will 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, the Construction Manager, 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 receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days of receipt thereof, 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 15.1.7, 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 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

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

§ 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. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. 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 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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 those of the Owner and Contractor under this Agreement.

Additions and Deletions Report for

AIA® Document A232™ – 2019

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 11:44:23 ET on 02/09/2021.

PAGE 1

Office Building – Hammond Industrial Centre
1419 Industry Drive
Traverse City, MI 49696

...

Apex Engineering & Management, Inc.
5101 Sawyer Woods Drive
Traverse City, MI 49685

...

JS PROPS OZ, LLC
1419 Industry Drive
Traverse City, MI 49696

...

Architecture Technology, PC
1304 Business Park Drive
Traverse City, MI 49686

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Steven J Steimel, 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 11:44:23 ET on 02/09/2021 under Order No. 4519973980 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A232™ – 2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, 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 73 16
INSURANCE REQUIREMENTS

PART 1 – GENERAL

1.01 INSURANCE CERTIFICATES

- A. Each Contractor shall provide, prior to beginning of Work, a certificate of insurance for delivery to the Owner indicating that all required insurance coverage is in force. See Page 5 for Wolverine specific coverages, use the more stringent and higher values if conflicts occur.
- B. Use standard Insurance Certificate Form. The Accord Form 25 (8/84) or 25-S (3/88) are preferable forms. These forms should be obtained from your Insurance agent.

Issue all certificates to: **JS PROPS OZ, LLC**
1419 Industry Drive
Traverse City, MI 49696

- C. Certificates must show as 'additional insured' the Owner, **JS PROPS OZ, LLC**, the architect, **Architecture Technology, P.C.** and the Construction Manager, **Apex Engineering & Management, Inc.**
- D. A "Letter of Compliance" must be completed and submitted along with the certificate of insurance. The "Letter of Compliance" form is Page 3 of this section.
- E. Please refer to Exhibit A in this section.

NOTE: Sample Letter of Compliance follows

Office Building – Hammond Industrial Centre

Letter of Compliance

Owner: _____

Contractor: _____

Project: _____

This letter is to acknowledge that I/We am/are the Insurance Agent(s) for the above named Contractor and furthermore, that we have reviewed the insurance coverage required under this Contract with the Owner:

JS PROPS OZ, LLC

We hereby certify that said Contractor is in compliance with all insurance coverage required under this Contract with the Owner referenced above.

We hereby certify that said Contractor is in compliance with all insurance requirements, whether or not so evidenced in the attached certificate of insurance.

Signed: _____

Agency: _____

Address: _____

Agent: _____

Witness: _____

Date: _____

Notary: _____

My Commission Expires: _____

For: _____

Contractor: _____

Address: _____

Bid Division: _____

(1)

Exhibit A

Schedule of Insurance

1. **Insurance Policies.** Contractor shall procure and maintain in effect during the term of the Agreement, and for such longer periods as required by the Contract, the insurance coverages described below. All of the following insurance coverages shall be placed with insurance companies rated A/XII or better by the most current Best's Key Rating Guide and approved by Owner. Such insurance companies shall be authorized to do business in the jurisdiction in which the Project is located.
 - 1.1 **Worker's Compensation and Employers' Liability Insurance.**
 - 1.1.1 Worker's Compensation Insurance with statutory benefits and limits which shall fully comply with all State and Federal requirements applying to this insurance; which shall include Broad Form All States and Voluntary Compensation Endorsements, and which shall contain a waiver of subrogation in favor of Owner and each of its directors, officers, trustees, shareholders, employees and agents.
 - 1.1.2 Employer's Liability Insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000) per accident, Five Hundred Thousand Dollars (\$500,000) per disease and Five Hundred Thousand Dollars (\$500,000) policy limit on disease.
 - 1.2 **Business Automobile Liability Insurance.** Automobile Liability Insurance in Contractor's name including owned, non-owned, leased and hired motor vehicle coverage. Limits of Liability shall not be less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage.
 - 1.3 **Commercial General Liability Insurance.** Commercial General Liability Insurance in the Contractor's name which shall include at least the following coverages: (i) Bodily Injury, (ii) Property Damage, (iii) Personal Injury, (iv) Independent Contractor's Liability, (v) Products and Completed Operations (for a period of not less than three (3) years following final completion of the Work), (vi) Contractual Liability coverage broad enough to protect the portions of the hold-harmless/indemnification obligations of the Contractor under this Contract that are insurable under Commercial General Liability coverage, (vii) Explosion, Collapse and Underground Damage Liability (commonly referred to as the "XCU" hazards), and (viii) Broad Form Property Damage coverage with a "per project endorsement". The Commercial General Liability Insurance provided on an "occurrence basis", *not* a "claims made" basis.
 - 1.3.1 **Such liability policy must be further endorsed to:**
 - 1.3.1.1 Name as additional insureds the Owner, all of the Indemnified Parties and any other person or entity designated by Owner, and with respect to all of the foregoing, each of their respective direct and indirect constituent entities, shareholders, officers, directors, agents and employees, by endorsement that is in form and substance satisfactory to Owner.

Office Building – Hammond Industrial Centre

- 1.3.1.2 Stipulate that such insurance is primary and is not additional to, or contributing with, any other insurance carried by, or for the benefit of the additional insureds.
 - 1.3.1.3 Waive any and all right of subrogation against Owner and all other additional insureds.
 - 1.3.1.4 Contain cross liability and severability of interest endorsements.
 - 1.3.2 The insurance required by Paragraph 1.3 shall be written for not less than the following limits, or greater if required by law:
 - 1.3.2.1 A General Aggregate Limit: Two Million Dollars (\$2,000,000) dedicated to this Project only.
 - 1.3.2.2 Bodily Injury and Property Damage: One Million Dollars (\$1,000,000) Each Occurrence.
 - 1.3.2.3 Personal and Advertising Injury: One Million Dollars (\$1,000,000) Per Person.
 - 1.3.2.4 Medical Expense Limit shall be not less than Ten Thousand Dollars (\$10,000) Per Person.
 - 1.3.2.5 Products and Completed Operations: One Million Dollars (\$1,000,000) Each Occurrence and in the Aggregate.
- 1.4 **Professional Liability Insurance [if needed]**. If a contractor provides design service as part of their work, i.e. fire suppression, truss design, pre-engineered metal building design, Professional Liability Insurance shall be provided in accordance with the following:
 - 1.4.1 Professional Liability Errors and Omissions Insurance including contractual liability coverage with limits of not less than One Million Dollars (\$1,000,000) per claim and in the aggregate;
 - 1.4.2 Contractor shall maintain this coverage in effect during the term of this Agreement, and for a period of Three (3) years following final completion of the Work;
 - 1.4.3 Any retroactive date or prior acts exclusion shall pre-date the date of this Contract and the date that any Work or services were provided in connection with this Project.
- 1.5 **Umbrella Liability Insurance**
 - 1.5.1 Umbrella liability insurance with limits no less than Two Million Dollars (\$2,000,000);
 - 1.5.2 The umbrella liability policy shall provide coverage at least as broad as the coverage furnished under the underlying policies required in Paragraph 1.1-1.3 above.

2. **Subcontractors.**

- 2.1 All Subcontractors shall comply with all insurance requirements applicable to Contractor unless Owner consents otherwise in writing. Contractor agrees that it will identify qualified Subcontractors who can comply with the insurance provisions required of Contractor pursuant to the Contract.
- 2.2 Contractor agrees that it will promptly advise Owner in the event that any Subcontractor which it wishes to retain is unable to obtain such requisite insurance coverages; Contractor will obtain Owner's prior written approval of any deviations in such insurance coverages prior to entering into an agreement with such Subcontractor.
- 2.3 Contractor agrees that it will contractually obligate all Subcontractors to promptly advise Contractor of any changes or lapses of the requisite insurance coverages and Contractor agrees to promptly advise Owner of same.
- 2.4 Contractor assumes all responsibility for monitoring consultant insurance certificates for compliance with the insurance provisions of the Contract.
3. **Terms and Conditions.**
- 3.1 Before Contractor commences any services pursuant to the Contract, Contractor shall file with Owner valid and original certificates of insurance in form and substance satisfactory to Owner.
- 3.2 Contractor shall maintain current/valid certificates which shall be kept on file with Owner at all times during the performance of the Work. Such certificates shall identify the specific Project and location.
- 3.3 Contractor shall not make changes in or allow the required insurance coverages to lapse.
- 3.4 The coverage afforded under any insurance policy procured or maintained by Contractor or any Subcontractor in connection with the Project shall be primary to any valid and collectible insurance carried separately by any of the additional insureds. Further, all policies and any Certificates of Insurance shall expressly provide that no less than thirty (30) days prior written notice shall be given Owner in the event of material alteration, cancellation, non-renewal or expiration of the coverage contained in such policy or evidenced by such Certificate of Insurance.
- 3.5 All certificates of insurance and all notices required pursuant to this Exhibit ___ shall be sent to the attention of:
- JS PROPS OZ, LLC
1419 Industry Drive
Traverse City, MI 49696**
- 3.6 Receipt or review by Owner or Owner's representative(s) of any copies of insurance policies or insurance certificates, or failure to request such evidence of insurance or to object to any portion of such insurance that does not comply with the requirements of the Contract, shall not be deemed a waiver by Owner of any such requirements and shall not relieve Contractor of any obligation to comply with the insurance provisions of the Contract. The obligation to procure and maintain any insurance required by the Contract is a separate responsibility of Contractor and independent of the duty to furnish evidence of such insurance policies.

- 3.7 The insurance provisions set forth in the Contract shall not be construed as a limit on Contractor's responsibilities and liabilities pursuant to the terms and conditions of the Contract including, but not limited to liability for claims in excess of the insurance limits and coverages set forth herein.
- 3.8 If Contractor fails to maintain, or fails to confirm that a Subcontractor maintains, any insurance required by the Contract, Owner may, but is *not* obligated to, upon seven (7) days advance notice to Contractor, purchase the applicable insurance on behalf of Contractor or applicable Subcontractor. In addition to the terms of the Contract, Owner may *unilaterally* setoff and Owner's cost to purchase that insurance against money Owner owes to Contractor and withhold that money from payments to Contractor.
- 3.9 When any required insurance, due to the attainment of a normal expiration date or renewal date, shall expire, Contractor shall supply Owner with Certificates of Insurance that clearly evidence the continuation of all coverage in the same manner, limits or protection, and scope of coverage as is required by the Contract. All renewal and replacement policies shall be in form and substance satisfactory to Owner and written by carriers acceptable to Owner.
- 3.10 By furnishing evidence of insurance, Contractor represents and warrants to Owner that the limits and scope of coverage of such insurance comply in all respects with the requirements of the Contract and that the required limits, as of the date that such evidence of insurance is delivered to Owner, are unimpaired: (i) by any payments made, or reasonably expected to be made, by the insurer, or (ii) by any amounts reserved for pending claims or anticipated expenses.

End of Section

SECTION 00 73 19
SAFETY

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Safety is of the utmost importance on this project and is the responsibility of each individual Contractor. Each Contractor shall comply with all local safety ordinances and OSHA regulations and requirements while performing the Work.
- B. Each Contractor is required to submit bound Material Safety Data Sheets (MSDS) to the Construction Manager or digital, 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, sub-subcontractors, and suppliers that are on site.
- C. Each Contractor shall submit evidence of an Employer Safety Program that complies with current OSHA regulations and requirements prior to beginning any Contract Work.
- D. Each Contractor and their Subcontractor(s), Sub-Subcontractor(s), and Suppliers shall take all necessary precautions to ensure the safety of the public and/or workers on the job, and to prevent accidents or injury to any persons, on, about, or adjacent to the premises where the Work is being performed. The Contractor and their Subcontractor(s), Sub-Subcontractor(s), and Suppliers shall comply with Federal or State OSHA regulations and all other laws, codes, ordinances, and regulations relative to safety and the prevention of accidents.
- E. The Contractor shall designate a responsible representative at the jobsite as 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. All working, on-site Contractors will be required to attend Weekly Safety Meetings held by Construction Manager.
- G. Any and all accidents and injuries that occur on site are to be reported immediately to the Construction Manager. A written report of accident/injury, necessary medical treatment, and how accident will be prevented from occurring again is to be submitted to the Construction Manager within three (3) calendar days of the incident.
- H. **Each person working on site shall wear a high visibility jacket, vest or shirt at all times. Hardhats and safety glasses are also required when necessary.**
- I. **COVID-19 – This project will follow CDC guidelines for construction work sites. At minimum:**
 - a. **If any of your workers have symptoms, they will not be allowed on the job site**
 - b. **Notify the site supervisor if you have a worker that has a family member in their household with COVID-19.**
 - c. **We will be limiting number of workers in small workspace areas such as trailers, vehicles or tight spaces within the building.**
 - d. **We will mandate face coverings where social distancing isn't possible**
 - e. **Limit tool sharing and please clean and disinfect common tools/vehicles shared by your workers**
 - f. **Practice proper hand hygiene**
- J. The Architect and the Architect's Consultants are not responsible for the jobsite safety.

End of Section

SECTION 01 23 00
ALTERNATES

Alternate #M1 – In floor and snow melt tubing, insulation, and manifolds

Potential impacts – Site/Excavating; Concrete; Mechanical/Plumbing

Provide and install the in floor and snow melt tubing, the rigid insulation below the sidewalk, and the manifolds as shown on Sheet M2. The manifolds shall be mounted recessed and enclosed within a backbox and cover that fits within a standard interior wall.

Alternate #M2 – In floor and snow melt equipment and start up

Potential impacts – Mechanical/Plumbing, Electrical

Provide and install the in floor and snow melt equipment to provide a complete and functional system. Equipment includes but is not limited to boiler (B-1), pumps (P-1, P-2 and P-3), glycol feeder (GF-1), air separator (AS-SM1), expansion tank (ET-1), piping, check valves, strainers, temperature and pressure gauges, circuit setters, shut-offs and 30-gallon indirect domestic water storage unit (WH-1). Eliminated as part of this alternate will be the gas water heater (GWH-1) and the electric heater (EH-1) in the Vestibule.

Alternate #E1 – Generator conduits

Potential impacts – Electrical

Provide and install the conduits (with pull strings and caps) to accommodate the installation of the optional standby generator and service entrance rated automatic transfer switch as noted in Alternate #E2, including but not limited to the conduits containing power conductors, control conductors and monitoring conductors, etc.

Alternate #E2 – Generator and Automatic Transfer Switch equipment and start up

Potential impacts – Site/Excavating; Concrete; Mechanical/Plumbing, Electrical

Supply and install a natural gas fired generator, service entrance rated automatic transfer switch, concrete pad and associated wiring as shown on the Alternate Riser Diagram on Sheet E0, on the site and floor plans on Sheets SE1 and E1, and in the specifications on Sheet E2. New gas piping to the generator shall also be included as noted on Sheet M2. Eliminated as part of this alternate will be the main circuit breaker in Panel #1.

End of Section

SECTION 01 31 13
PROJECT COORDINATION

PART 1 – GENERAL

1.01 CONSTRUCTION MANAGEMENT

- A. This is a Construction Management project. There is no General Contractor. All Contractors on this project will contract directly with the Owner utilizing AIA document A132 or Apex Engineering & Mgt purchase order agreement. The CM and Owner will award contracts for all Bid Divisions involved in the Project. The Project will be controlled and administered by the Construction Manager (CM) & Owner, in conjunction with the Architect.

1.02 WORK ASSIGNMENTS

- A. Nothing contained in the Contract Documents, and especially in the work scope of any Bid Division, shall be construed as a Work assignment to any construction trade industry. Each Contractor is responsible for their own decisions on Work assignments, and shall make them in accord with the prevailing practice in the areas of the Project, and in such a way that neither their progress nor the progress of others will be adversely affected.
- B. Disputes that may arise over improper assignments or over assignments claimed by more than one Contractor shall be settled immediately by the Contractors and shall in no case result in a slow down or stoppage of Work of any Contractor.

1.03 RETAINAGE

- A. The Owner will retain ten percent (10%) of the amount on material, labor and/or equipment purchased from suppliers for inclusion in the Work, until substantial completion of the project. The purpose of this provision is to ensure proper conformance to the Contract Documents.

1.04 PERFORMANCE OF WORK

- A. All Contractors shall provide weekly input to the project as to how it is built. Consequently, it is the responsibility and obligation of each Contractor to utilize their manpower and resources according to the commitments made under the scheduling process and attend regular weekly and/or bi-weekly meetings where scheduling and sequencing will be discussed in detail.

1.05 PROMPTNESS OF EXECUTION

- A. It is the intention of the Owner to complete the Project in the fastest practical time frame. Whereas varying conditions inherent in the construction process will affect the progress of the Work, it is the intent of each construction contract that the Contractor maintain the progress pace set forth in the schedule.
- B. If contractor is expected to be on site working, and for whatever reason, cannot work on a given day, contractor shall make the CM aware that they will not be on site for that day.

1.06 PROGRESS PAYMENTS

- A. Contractors who fail to maintain specified progress may be subject to retainage up to 100% of Progress Payments, at such times as those Contractors are judged by the Owner, and/or the Project Architect and Construction Manager, to be behind schedule.

1.07 PAYMENT FOR STORED MATERIALS

- A. As a means of eliminating cost escalation on available items of material and equipment, and in the interest of obtaining competitive Bids, the Owner will provide payment for contract items purchased early and stored off, as well as on, the Project site. In order to qualify for such payment, the material

or equipment must be safely stored, protected, and insured against loss or damage, inspected and dedicated to this Project only. The contractor is required to provide proof of purchase and insurance, to the Owner, for the stored material whether it is located on or off site. Any extra cost of offsite storage is to be included as a part of the Bid Proposal.

- B. Materials stored on the site shall be in the area designated by the Construction Manager. Material or equipment lost through theft, or mishandling, shall be replaced by the Contractor, without cost to the Owner. The Contractor receiving materials shall provide and maintain protection of stored materials at no additional cost to the Owner. Storage containers/security fencing will NOT be provided by the Owner.
- C. Requests for payment for stored materials must have acceptable itemized bills and proof of insurance included with all pay applications.

1.08 SCHEDULE OF VALUES

- A. The Schedule of Values (Section 00 62 76 – 1.03) shall include the following mandatory items for any Contractor who provides on-site labor as a part of their Contract: Housekeeping/Final Clean Up.
- B. Monthly allocations shall be made to each item as appropriate and as directed by the Construction Manager.
- C. The value of the Housekeeping/Final Clean Up item shall be **two (2%)** of the Contract value, or as described by the Construction Manager.

1.09 MATERIAL AND EQUIPMENT EXPEDITING

- A. Each Contractor shall require all manufacturers to notify their office twenty-four (24) hours in advance of arrival on jobsite. Contractor shall arrange for unloading of equipment/materials at the job site. Contractor must include means to unload all material or equipment as the **Construction Manager/Owner will NOT provide such equipment.**
- B. Each contractor shall also arrange for storage of all on site materials. Coordinate with the CM.
- C. The Construction Manager will initiate and coordinate an expediting program on the Owner's behalf in cooperation with each Contractor, incorporating all critical items of material and/or equipment provided under the various Bid Division contracts.
- D. In order to ensure the timeliness and accuracy, each Contractor shall cooperate by providing order and acknowledgement documentation, without pricing, as required by the Construction Manager, on the Owner's behalf.
- E. Each Contractor shall further cooperate by keeping the Construction Manager informed of all changes in the commitments previously incorporated in the expediting program, and, when deemed necessary by the Construction Manager, provide source contacts for direct expediting by the Construction Manager.

1.10 PROTECTION OF THE WORK OF OTHERS

- A. Contractors shall consider protection of finished Work of prime importance. Care shall be taken by Contractors not to damage completed Work of other Contractors, and to provide adequate protection to their own completed Work.
- B. When moving laborers and/or materials across floors, grades, roofs, other vulnerable surfaces, or through occupied areas, the Contractor shall provide adequate surface protection to prevent damage to surfaces.

1.11 MANDATORY ATTENDANCE AT MEETINGS

- A. It is the responsibility of each Contractor to be suitably represented at Pre-Construction, and all Project Meetings, as determined by the Construction Manager.

1.12 PRE ON-SITE ACTIVITY MEETING

- A. Each Contractor is required to meet on the site with the Construction Manager prior to beginning their Work. The purpose of this meeting is to review the intent of the Contract Documents as they pertain to the Contractor's Work, and to integrate the Contractor's schedule into the Project.

1.13 RETURN ACTIVITIES

- A. Each Contractor is required to report to the Construction Manager prior to resuming Work on the Project after an absence from the site of one or more working days. The purpose of reporting is to make the Construction Manager aware of the Contractor's re-involvement with the Project, and to provide an update regarding any conditions that could affect the continuing Work of the Contractor.

1.14 CUTTING AND PATCHING

- A. Each Contractor shall make arrangements with the Construction Manager for fitting their Work into the Project, and shall coordinate all fitting with other Contractors. Whenever any Contractor has been given sufficient information as to required openings prior to beginning their Work, they shall pay the cost for cutting and/or restoring if they fail to provide proper required openings.
- B. Each Contractor shall be responsible for any cutting, fitting and patching that may be required to complete their Work if they have failed to properly notify the Construction Manager and preceding Contractors of any openings required. Contractors shall not endanger the Work of any other Contractor by cutting, excavating or otherwise altering any Work, and shall not cut or alter the Work of any other contractor except with the consent of the Construction Manager. Any costs caused by defective or ill-timed Work shall be borne by the party responsible for such Work.
- C. Cutting or restoring work performed by any Contractor, for work that is rejected by the Architect shall be corrected under the direction of the Construction Manager, as instructed by the Architect. The Contractor responsible for the defective restoration shall incur the cost of such Work.
- D. Cutting and patching of concrete floors and decks shall be performed in a neat and workman like manner, using a coring machine. After coring, each Contractor shall pack and grout openings around sleeves or other Work penetrating floors and decks.
- E. No Contractor shall do any cutting that may impair the strength of any building or its components. No holes, except for small screws or bolts, may be drilled in beams or other structural members for the purpose of supporting or attaching Mechanical Work, without prior approval from the Architect or Engineer.
- F. Each Contractor shall be responsible for the cutting and patching of holes and openings through walls, partitions, floors, ceilings, and roofs necessary for the installation of their Work. If the location for a hole or opening is through a joist, beam, or column, the Contractor shall notify the Construction Manager who, after consultation with the Architect and Engineer will instruct the Contractor how to proceed.
- G. Each Contractor shall be responsible for the closing and patching of holes and openings through existing walls, partitions, floors, ceilings, and roofs created by demolition work they are shown to complete unless noted otherwise.
- H. The Contractor responsible for patching shall provide both the rough (substrate) and finish surfaces. They shall employ only qualified tradesmen to assure that all work is done in a neat and workmanlike manner. All patching shall match adjacent surfaces.

1.15 BLOCKING, BACKING AND GROUNDS

Office Building – Hammond Industrial Centre

- A. Each Contractor shall be responsible for providing the blocking, backing and grounds necessary for the installation of their Work unless specifically noted on the drawings of work scopes, in which case said blocking, backing, and grounds shall be provided by the Bid Division supplying shown backing material.

1.16 ACCESS PANELS

- A. Each Contractor shall be responsible for furnishing the necessary access panels for items of work installed under their contract unless noted otherwise in the work scopes.
- B. Installation of all access panels shall be the responsibility of the Contractor erecting the wall or ceiling system.
- C. If not specified, these access panels shall be approved by the Architect prior to installation.

End of Section

SECTION 01 32 19
SUBMITTALS

PART 1 – GENERAL

1.01 CONSTRUCTION SCHEDULES

- A. Each Contractor shall review the Preliminary Project Schedule, including durations, as prepared by the Construction Manager. If you cannot make the start dates, finish dates or duration periods based on material lead times, available manpower, etc., state as such on the Bid Form. This information will be used to make decisions on the Final Construction Schedule.

1.02 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- A. Contractors shall submit all shop drawings, product data, and samples required by the Construction Documents.
- B. Submittals shall be transmitted to the Construction Manager's office in accordance with procedures and dates required by the Construction Documents.
- C. In submitting shop drawings, product data and samples, each Contractor represents that they have checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. All submittals must be stamped and signed by the Contractor responsible for submitting, to attest to their review. Unstamped submittals will be rejected.
- D. The Contractor shall not be relieved of responsibility for any deviation from the Contract Documents, or any errors and omissions in shop drawings, product data or samples by the Architect's approval thereof.
- E. No portion of the Work requiring submission of shop drawings, product data or samples shall be commenced until the submission has been approved by the Architect-Owner.
- F. Three (3) copies of all shop drawings and product data must be submitted. One (1) copy will be returned upon review. If more than one (1) copy is needed, Contractor will submit additional sets over and above the required. Electronic (pdf) shop drawings and product data are encouraged.
- G. One (1) copy of all samples and color charts must be submitted.
- H. A time allowance of fifteen (15) working days shall be allowed for the Owner-Architect-Engineer submittal review and processing.

1.03 PRE-CONTRACT AWARD SUBMITTALS

- A. (Refer to Sections 00 21 13, 00 62 76 and 00 73 16.)

1.04 CONTRACT CLOSEOUT SUBMITTALS

- A. (Refer to Sections 01 74 13, 01 77 19, 01 78 23, and 01 78 36.)

End of Section

SECTION 01 35 53
SECURITY PROCEDURES

PART 1 – GENERAL

1.01 SECURITY

- A. Each Contractor shall bear full responsibility for protecting their own equipment, materials, and tools from damage, loss and vandalism.
- B. In no way will the Construction Manager, Architect or Owner be held responsible for vandalism, loss or damage incurred on this project.
- C. This project will not be secured or fenced in by the Construction Manager or Owner.
- D. No watchman will be employed for this project.

End of Section

SECTION 01 51 00
TEMPORARY UTILITIES

PART 1 – GENERAL

1.01 DESCRIPTION

- A. The Owner will allow each Contractor to use power and water, where available, for use in construction. All usage will be arranged for by the Construction Manager.

1.02 REQUIREMENTS OF REGULATORY AGENCIES

- A. Comply with the National Electric Code.
- B. Comply with federal, state and local codes and regulation and with utility company requirements.

1.03 MATERIALS, GENERAL

- A. Cords, connectors, etc. may be new or used, but must be adequate in capacity for the required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.

1.04 TEMPORARY ELECTRICITY AND LIGHTING

- A. The Electrical Contractor shall furnish, install and maintain a complete and adequate temporary electrical service and distribution system for use by the Construction Manager and all Contractors during the construction period. The Owner will provide service to the building, the electrical contractor will take it from there.
- B. Two (2) days prior to the start of construction, the Electrical Contractor shall provide temporary power for the construction area.
- C. The Electrical Contractor shall provide and maintain temporary lighting for all construction activities throughout the duration of the project.
- D. Overtime work requiring standby electricians shall be at the expense of the Contractor requiring the same.
- E. Installation of temporary electrical power and lighting shall be as scheduled by the Construction Manager.
- F. All temporary electrical installations shall be in compliance with the latest National Electrical Code (N.E.C.) or OSHA, whichever is more stringent. Compliance with N.E.C. Section 210-8(b) shall be the responsibility of the Electrical Contractor. Assured grounding systems as defined in Exception Number 2 of N.E.C. Section 210-8(b) shall not be used in place of ground fault protection 9.

The Electrical Contractor shall completely remove the temporary electrical service, distribution system, and temporary lighting when directed to do so by the Construction Manager. The Contractors responsible for the installation of all ceilings and partitions shall patch their work as necessary after removal of the temporary electrical system at no additional cost to the Construction Manager or Owner.

- G. The Owner shall pay for all electrical energy consumed during the construction period.
- H. Any electrical requirements for power beyond 20 amp – single phase circuits shall be the responsibility of the Contractor requiring them.

1.05 TELEPHONE SERVICE

- A. A telephone will NOT be installed at the project site. All contractors shall provide their own means of making offsite communication.

1.06 WATER

- A. A temporary water distribution center will be provided in a nearby convenient location. The Contractor shall supply all hoses, tanks, etc. beyond that point.

1.07 SANITARY FACILITIES

- A. The Construction Manager will arrange for temporary sanitary facilities.

1.08 TEMPORARY HEAT

- A. Temporary heat and cold weather protection and heat within the cold weather protection shall be the responsibility of the installing Contractor if required.

1.09 EXECUTION

- A. Each Contractor shall maintain and operate systems to assure continuous service, and avoid disruption of service.

1.10 REMOVALS

- A. Each Contractor shall promptly remove their own temporary materials and equipment when their use is no longer required.
- B. Each Contractor shall clean and repair damage they have caused by temporary installations or use of temporary facilities.
- C. Each Contractor shall restore existing facilities they have used for temporary services to their specified or original condition.
- D. Each Contractor shall remove rubbish and debris created by their Work into dumpster provided by the Owner on a daily basis.
- E. Refer to Section 01 74 13 for additional information regarding cleaning.

End of Section

SECTION 01 77 19
CLOSEOUT REQUIREMENTS

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Each Contractor shall comply with requirements stated in the General Conditions and in the Specifications for procedures in closing out the Work.

1.02 SUBSTANTIAL COMPLETION AND FINAL PROCEDURE

- A. When a Contractor's work is 98% complete, and in compliance with the Contract, the Contractor will be provided with a Certificate of Substantial Completion, after proper certification by the Construction Manager and Architect. A list of Work in need of correction and a list of incomplete Work will be forwarded to the Contractor. Both the Construction Manager and the Architect will have input to each list.
- B. Each Contractor will be allowed seven (7) days to complete the items on both of the lists beginning from the date stipulated on the Certification of Substantial Completion. The Contractor shall begin completion and correction activities within one (1) day(s) within receipt of the lists and complete all activities within the seven (7) day period specified. Contractors failing to perform in accord with these time parameters will be subject to the provisions of the Additional Conditions, and the Owner will have the right to carry out the corrective Work and/or complete the Work. The cost of correction or completion will be deducted from the Contractor's contract amount.
- C. By the act of submitting the Certificate of Substantial Completion for execution by the Construction Manager and the Architect the Contractor represents that they have:
1. Reviewed the Contract Documents.
 2. Inspected their Work for compliance with the Contract Documents.
 3. Completed their Work in accord with the Contract Documents and all pertinent submittals.
- D. They further represent that:
1. Equipment and systems have been tested in the presence of the Owner's representative and are operational.
 2. Their Work is completed and ready for final inspection.

1.03 CONTRACTOR'S CLOSEOUT DOCUMENTS

- A. Upon Substantial Completion, the Contractor shall submit the following:
1. Evidence of compliance with requirements of governing authorities, including Certificates of Inspection.
 2. Operating and Maintenance Data, Product Data and Instructions to the Owner's personnel.
 3. Warranties and Bonds
 4. Spare Parts and Maintenance Materials
 5. Evidence of Payment and Release of Liens
 6. Certificate of Substantial Completion
 7. As Built Drawings incorporated into CM's onsite As Built Drawing record set.
 8. Contractor Hazardous Materials Compliance Affidavit
 9. Asbestos Free Affidavit
- B. Three (3) complete sets of close out documents, properly bound, shall be provided to the Construction Manager upon Substantial Completion. In lieu of hard copies, a digital copy (CD or DVD) is acceptable and preferred.

1.04 FINAL APPLICATION FOR PAYMENT

Office Building – Hammond Industrial Centre

- A. Each Contractor shall submit the final Application for Payment in accord with the procedures and requirements stated.
- B. Refer to Sections 01 78 23 and 01 78 36 for further information regarding submittals.

End of Section

SECTION 01 78 23
OPERATING AND MAINTENANCE DATA

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Each Contractor shall compile product data and related information appropriate to the Owner's maintenance and operation of products furnished under their contract.
- B. Each Contractor shall instruct the Owner's personnel in the maintenance of products and in the operation of equipment and systems.

1.02 MAINTENANCE AND OPERATING MANUALS

- A. Prior to Substantial Completion, each Contractor shall submit to the Construction Manager two (2) copies of all comprehensive maintenance and operating materials, presenting complete directions and recommendations for the proper care and maintenance of all visible surface, as well as maintenance and operating instructions for all equipment items which the Contractor has provided or installed. In lieu of hard copies, contractor can submit a digital version on CD or DVD.
- B. Operating instructions shall include all necessary printed directions for correct operation, adjustment, servicing, and maintenance of movable parts. Also included shall be suitable part lists and diagrams showing parts and assembly.

1.03 INSTRUCTION OF OWNER'S PERSONNEL

- A. Prior to final inspection or acceptance, each Contractor shall fully instruct the Owner's designated operating and maintenance personnel, at a time coordinated with the Owner, in the operation, adjustment, and maintenance of all products, equipment, and systems.
- B. Manufacturer's operating and maintenance manuals shall constitute the basis of instruction. Each Contractor shall review the contents of such manuals with the Owner's personnel in full detail to explain all aspects of operation and maintenance.

End of Section

SECTION 01 78 36
WARRANTIES

PART 1 – GENERAL

1.01 DESCRIPTION

- A. The Contractor shall provide a written guarantee for all labor, material, equipment and workmanship for a minimum period of one (1) year for the date of Substantial Completion of the project (or longer period of time if stipulated in the specifications) covering the work of their entire Bid Division(s).
- B. The Contractor shall also provide a written warranty covering all work of their entire Bid Division(s) for a minimum period of one (1) year from the date of final project completion (or longer period of time if stipulated in the specifications).

1.02 REQUIREMENTS

- A. The Contractor shall provide a quantity of two (2) original written guarantees and warranties to the Construction Manager.
- B. The Contractor shall review all guarantees and warranties to assure of their compliance with all conditions of the contract.
- C. The Contractor shall assemble all guarantees and warranties, fully executed by each representative contractor, supplier, manufacturer and subcontractor, in three ring binders and submit to the Construction manager within ten (10) days of the date of Substantial Completion of the Project.
- D. If the Owner elects to permit equipment and component parts of equipment into service during the progress of construction and issues such permission in writing, all such guarantees and warranties must be submitted to the Construction Manager within ten (10) days after inspection and acceptance.
- E. For items of work where acceptance is delayed materially beyond the Date of Substantial Completion, the Contractor shall provide revised guarantees and warranties listing the acceptance date as the start of the guarantee and warranty period.

End of Section