

PROJECT MANUAL

for

West Branch – Rose City Area Schools

Ogemaw Heights High School Pool Refinishing

PROJECT NO. 263-18T

March 16, 2026



**ANTHONY P. ESSON
ARCHITECT**

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DOCUMENT 00 01 01

PROJECT TITLE PAGE

PROJECT NAME: West Branch – Rose City Area Schools
Ogemaw Heights High School Pool Refinishing
AEA Project No. 263-18T

OWNER: West Branch – Rose City Area Schools
PO Box 308
West Branch, MI 48661
Contact: Gail Hughey, Superintendent
Telephone: (989) 343-2019

ARCHITECT: Anthony Esson, Architect

Mailing Address:
P.O. Box 479
Gaylord, MI 49734

Shipping Address:
2111 Forester Drive
Frederic, MI 49733

Contact: Anthony P. Esson, Architect, LEED AP
PH: (989) 732-0585
tony@anthonyessonarchitect.com

DOCUMENT 00 01 10

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INVITATION TO BID

Project: West Branch – Rose City Schools; Ogemaw Heights High School Pool Refinishing

Owner:

West Branch – Rose City Area Schools
PO Box 308
West Branch, MI 48661

Architect/Engineer:

Anthony P. Esson, Architect, PLLC
PO Box 479
Gaylord, MI 49734

Date: April 16, 2026

West Branch – Rose City Area Schools will receive Bids for remodeling work comprising refinishing of the Ogemaw Heights High School pool located at 960 S. M33, West Branch, MI 48661.

Sealed Bids should be delivered in person to West Branch – Rose City Area Schools Central Office, c/o Gail Hughey, Superintendent, 960 S. M33, West Branch, MI 48661. Bids must be received prior to 1:00 PM local time on May 12, 2026. Bids will be opened publically and read aloud immediately following the closure of the bidding period, in the West Branch – Rose City Area Schools Central Office located at 960 S. M33, West Branch, MI 48661. The Owner will not consider or accept a bid received after the date and time specified for bid submission. Post Bid Interviews with the apparent low Bidder(s) will be scheduled following receipt of Bids. All Bids will be evaluated at a later date.

There will be a Pre-Bid Conference conducted by the Owner and Architect/Engineer at 12:00 PM local time, Tuesday, April 28, 2026. The meeting will convene in the West Branch – Rose City Area Schools Central Office located at 960 S. M33, West Branch, MI 48661. The Pre-Bid Conference will consist of a brief informational meeting followed by an opportunity for Bidders to examine the Project site. Attendance is not mandatory but is strongly encouraged.

Bidding Documents will be available on or about April 20, 2026. Bidding Documents will be available to Bidders in electronic format (.pdf) free of charge. Interested Bidders may view and download bidding documents at www.anthonnyessonarchitect.com. Select West Branch – Rose City Area Schools OHHS Pool Refinishing Project under the Bid Docs button.

Each Bidder shall include with its Bid, a sworn and notarized statement disclosing any familial relationships that exist between the owner or any employee of the Bidder and any member of the Board of Education of the Superintendent of the School District.

Compliance with the Iran Economic Sanctions Act (PA 517 of 2012) is required. Each Bidder shall include a sworn and notarized certification that they are not an "Iran Linked Business" as the term is defined in the Act.

A Bid security in the amount of no less than 5 percent of the Bid Sum in the form of a Bid Bond, or certified check payable to the Owner shall accompany each Bid. A personal or company check does not constitute a Bid security.

Refer to other bidding requirements described in Document 00 21 13.

Bids shall be submitted on the Bid Form provided in the Bidding Documents.

The successful Bidder will be required to furnish Performance and Labor/Material Payment Bonds in the amount of 100% of the contract amount.

Bids will be required to be submitted under a condition of irrevocability for a period of 60 days after submission.

The Owner reserves the right to accept or reject any or all Bids, either in whole or in part; to award the Contract to other than the lowest Bidder; to waive any irregularities and/or informalities; and in general, to make awards in any manner deemed to be in the best interest of the Owner.

END OF DOCUMENT

DOCUMENT 00 21 13

INSTRUCTIONS TO BIDDERS

1.1 SUMMARY

A. Document Includes:

1. Bid submission.
2. Intent.
3. Work identified in contract documents.
4. Contract Time.
5. Definitions.
6. Contract Documents identification.
7. Availability of documents.
8. Examination of documents.
9. Inquiries and Addenda.
10. Product substitutions.
11. Site examination.
12. Prebid conference.
13. Subcontractors.
14. Submission procedure.
15. Bid ineligibility.
16. Bid security.
17. Performance assurance.
18. Allowances.
19. Bid Form requirements.
20. Fees for changes in the Work.
21. Bid Form signature.
22. Familial Disclosure Statement.
23. Iran Economic Sanctions Act Compliance Affidavit.
24. Bid opening.
25. Duration of offer.
26. Acceptance of offer.

B. Related Documents:

1. Document 00 11 16 - Invitation to Bid.
2. Document 00 41 13 - Bid Form - Stipulated Sum (Trade Contract).

1.2 BID SUBMISSION

- A. Bids signed and under seal, executed, and dated will be received by West Branch – Rose City Area Schools Central Office, c/o Gail Hughey, Superintendent, 960 S. M33, West Branch, MI 48661, until 1:00 PM local time on May 12, 2026.
- B. Bids submitted after the above time will be returned to Bidder unopened.
- C. Amendments to submitted Bids will be permitted when received in writing prior to bid closing and when endorsed by the same party or parties who signed and sealed the Bid.
- D. Bidders may withdraw their Bid by written request at any time before bid closing.

1.3 INTENT

- A. The intent of this bid request is to obtain an offer to perform work to complete refinishing of the existing pool at the Ogemaw Heights High School building for a Stipulated Price contract, in accordance with Contract Documents.

1.4 WORK IDENTIFIED IN CONTRACT DOCUMENTS

- A. Work of this proposed Contract comprises a refinishing of the existing pool at the Ogemaw Heights High School building.
- B. Location(s):
 - 1. Ogemaw Heights High School; 960 S. M33, West Branch, MI 48661.

1.5 CONTRACT TIME

- A. The Owner requires that the work be Substantially Complete not later than July 31, 2026. Contractor shall indicate the proposed date of Substantial Completion on the Bid Form. Damages as identified in the agreement apply.

1.6 DEFINITIONS

- A. Bidding Documents: Contract Documents supplemented with Invitation to Bid, Instructions to Bidders, Information Available to Bidders, Bid Form, and bid securities, identified
- B. Contract Documents: Defined in AIA Document A104-2017, including issued Addenda.
- C. Bid: Executed Bid Form and required attachments submitted in accordance with these Instructions to Bidders.
- D. Bid Price: Monetary sum identified by the Bidder in the Bid Form.

1.7 CONTRACT DOCUMENTS IDENTIFICATION

- A. The Contract Documents are identified as Project No. 263-18S titled West Branch – Rose City Area Schools; Ogemaw Heights High School Partial Reroofing as prepared by Anthony P. Esson, Architect.

1.8 AVAILABILITY OF DOCUMENTS

- A. Bidding Documents may be obtained as stated in document 00 11 16 - Invitation to Bid.
- B. Bidding Documents will be available on or about April 20, 2026. Interested Bidders may view and download bidding documents at www.anthonyyessonarchitect.com. Select West Branch – Rose City Area Schools; SF1.6 Ogemaw Heights High School Pool Refinishing under the Bid Docs button.
- C. Partial sets of Bidding Documents will not be issued to Bidders.
- D. Bidding Documents are made available only for the purpose of obtaining offers for this Project. Their use does not grant a license for other purposes.

1.9 EXAMINATION OF DOCUMENTS

- A. Bidders are responsible for full examination of the drawings, specifications, exhibits and any Addenda prior to submission of bids.
- B. Upon receipt of Bidding Documents verify documents are complete. Notify Architect/Engineer if documents are incomplete.
- C. Immediately notify Architect/Engineer upon finding discrepancies or omissions in Bidding Documents. When such discrepancies or omissions should be discovered through reasonable examination for the purpose of estimating and are not brought to the Architect's attention and clarified prior to bidding, Bidder shall include and/or shall be deemed to have included the higher quantity or quality of Product or material, and/or more labor intensive or costly installation in the Bid.
- D. Carefully review Drawings and Specifications. Contractor is responsible for the entire Work identified in the Contract Documents without regard to the specific location of the information within the Contract Documents.

1.10 INQUIRIES AND ADDENDA

- A. Direct questions in writing to Anthony Esson, at the office of the Architect/Engineer; Email tony@anthonyessonarchitect.com.
- B. Verbal answers are not binding on any party.
- C. Submit questions not less than 7 days before date set for receipt of Bids. Replies will be made by Addenda.
- D. Addenda may be issued during bidding period. Addenda will be posted on the Construction Manager's website. Addenda become part of the Contract Documents. Include resultant costs in the Bid Price.

1.11 PRODUCT SUBSTITUTIONS

- A. Where Bidding Documents stipulate particular Products, substitution requests will be considered by Architect/Engineer up to 5 days before receipt of Bids.
- B. With each substitution request, provide sufficient information for Architect/Engineer to determine acceptability of proposed products.
- C. When a request to substitute a Product is made, Architect/Engineer may approve the substitution. Approved substitutions will be identified by Addenda.
- D. In submission of substitutions to Products specified, Bidders shall include in their Bid, changes required in the Work, changes to Contract Time and Contract Price to accommodate such approved substitutions. Later claims by the Bidder for an addition to the Contract Time or Contract Price because of changes in Work necessitated by use of substitutions will not be considered.

1.12 SITE EXAMINATION

- A. Examine Project site before submitting a Bid.

1.13 PREBID CONFERENCE

- A. A Bidders conference is scheduled for 12:00 PM on April 28, 2026. The meeting will convene in the Ogemaw Heights High School Central Office, 960 S. M33, West Branch, MI 48661. The Pre-Bid Meeting will consist of a brief informational meeting followed by an opportunity for Bidders to examine the project site.
- B. Attendance is not mandatory but is strongly encouraged as no other opportunity for site examination will be provided.
- C. Representatives of the Architect/Engineer and Owner will be in attendance.
- D. Information relevant to Bidding Documents will be issued by Addendum

1.14 SUBCONTRACTORS

- A. The owner reserves the right to reject any proposed subcontractor(s) for reasonable cause.
- B. Refer to AIA Document A104-2017.

1.15 SUBMISSION PROCEDURE

- A. Bidders shall be solely responsible for delivery of Bids in manner and time prescribed.
- B. Submit one copy of executed offer on Bid Forms provided, signed and sealed with required security deposit in a closed opaque envelope, clearly identified with Bidder's name, Project name, Specific Bid Category and Owner's name on the outside.
- C. Each Bid Category must be bid in its' entirety. Bid qualifiers that omit portions of the work will be grounds for rejection.
- D. Bidders may bid more than one Bid Category however each category must be bid separately, using separate Bid Forms, in separate envelopes.
- E. An abstract summary of submitted Bids will be made available to all Bidders following bid opening.

1.16 BID INELIGIBILITY

- A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, will be declared unacceptable at Owner's discretion.
- B. Bid Forms, Appendices, and enclosures which are improperly prepared will be declared unacceptable at Owner's discretion.
- C. Failure to provide security deposit, bonds or insurance requirements will invalidate the Bid at the discretion of the Owner.
- D. Bidders that are "Iran Linked Businesses" as the term is defined in PA 517 of 2012, Iran Economic Sanctions Act are ineligible to Bid. Eligible Bidders must submit certification in accordance with the Act. Refer to Section 00 45 02.

1.17 SECURITY DEPOSIT

- A. Bids shall be accompanied by security deposit in one of the following forms:
 - 1. Bid Bond in the amount of not less than five percent (5%) of the Bid Price on standard surety company form.
 - 2. Certified check payable to Owner in the amount of five percent (5%) of the Bid Price.
- B. Endorse Bid Bond in name of West Branch – Rose City Area Schools as obligee, signed and sealed by the principal (Contractor) and surety.
- C. Endorse certified check in name of West Branch – Rose City Area Schools.

1.18 PERFORMANCE ASSURANCE

- A. Accepted Bidder: Provide a Performance and Payment bond as described in AIA Document A104-2017.
- B. Include the cost of performance assurance bonds in the Bid Sum.

1.19 ALLOWANCES

- A. Include Allowances specified in Section 01 20 00 in the Bid Price:
 - 1. Shell Repair Allowance: \$10,000.00.
 - 2. Contingency Allowance: \$15,000.00.

1.20 BID FORM REQUIREMENTS

- A. Complete requested information in the Bid Form and Bid Form Supplements.

1.21 FEES FOR CHANGES IN THE WORK

- A. When the Architect/Engineer establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, the percentage fee allowed for Overhead and Profit shall be Ten Percent (10%) on the net cost of work by the General Contractor, and Ten Percent (10%) on the gross cost of work by a Subcontractor.

1.22 BID FORM SIGNATURE

- A. Sign Bid Form, as follows:
 - 1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.
 - 2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. Affix seal to each signature.
 - 3. Corporation: Signature of a duly authorized signing officers in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the Bid is signed by officials other than the president and secretary of the company, or the president/secretary/treasurer of the company, submit a copy of the by-law resolution of their board of directors authorizing them to do so, with the Bid Form in the bid envelope.
 - 4. Joint Venture: Signature of each party of the joint venture under their respective seals in a manner appropriate to such party as described above, similar to requirements for Partnerships.

1.23 FAMILIAL DISCLOSURE STATEMENT

- A. Include Familial Disclosure Statement – 00 45 01.
- B. Complete all requested information in the affidavit.
- C. Signature of the affidavit shall be notarized.
- D. Failure of the Bidder to submit a fully executed affidavit will result in disqualification of the bidder.

1.24 IRAN ECONOMIC SANCTIONS ACT COMPLIANCE AFFIDAVIT

- A. Include Iran Economic Sanctions Act Compliance Affidavit – 00 45 02.
- B. Complete all requested information in the affidavit.
- C. Signature of the affidavit shall be notarized.
- D. Failure of the Bidder to submit a fully executed affidavit will result in disqualification of the bidder.

1.25 BID OPENING

- A. Bids will be opened publicly and read aloud immediately following the closure of the bidding period in the Superintendent's office located in Ogemaw Heights High Schools at 960 S. M33, West Branch, MI 48661.
- B. Bidders may be present.

1.26 DURATION OF OFFER

- A. Bids shall remain open to acceptance and shall be irrevocable for a period of 60 days after bid closing date.

1.27 ACCEPTANCE OF OFFER

- A. The Owner reserves the right to accept or reject any or all offers.
- B. After acceptance by the Owner, the Architect/Engineer on behalf of the Owner, will issue to the accepted Bidder, a written letter of Contract Award.
- C. Notwithstanding delay in the preparation and execution of the Agreement, accepted Bidder shall be prepared, upon written Notice to Proceed, to commence work within seven days following receipt of official written order of the Owner to proceed, or on date stipulated in such order.
- D. The accepted bidder shall assist and cooperate with the Owner to prepare the Agreement, and within 7 days following its presentation shall execute Agreement and return it to the Owner.

END OF DOCUMENT

DOCUMENT 00 41 13

BID FORM – STIPULATED PRICE

To: West Branch – Rose City Area Schools Central Office
c/o Gail Hughey, Superintendent
960 S. M33
West Branch, Michigan 48661

Project: West Branch – Rose City Area Schools
Ogemaw Heights High School Pool Refinishing
Project No. 263-18T

Date: _____

Submitted by: _____
(full name)

(full address)

Estimator _____
(name)

(telephone)

(email address)

1. OFFER

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Anthony Esson, Architect dated March 16, 2026 for the above named project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the

Stipulated Sum of: \$ _____(numerical)

\$ _____dollars in
lawful (written) money of the United States of America.

- We have included the required security deposit as required by the Instruction to Bidders.
- All applicable federal and/or State of Michigan taxes are included in the Bid Sum.
- We have included the costs of all required construction permits and inspections in the bid sum.
- We acknowledge that Damages will be assessed for our failure to achieve Substantial Completion and/or obtain approval for occupancy from the Michigan Bureau of Construction Codes (where applicable) prior to the dates indicated in the Contract Documents.

2. UNIT PRICES

We offer the following Unit Prices for specific portions of the Work as provided in the Contract Documents:

- a. Sealing cracking in underlying pool shell and/or sealing and coating shell reinforcing:
\$ _____ per lineal foot of repair.

4. CONTRACT TIME

- a. If this Bid is accepted, we will:
 - Complete the Work by the _____ day of _____, 20_____, but not later than July 31, 2026.

5. ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for sixty (60) days from the bid closing date. If this bid is accepted by the Owner within the time period stated above, we will:

- a. Execute the Agreement within five (5) days of receipt of Notice of Award by the Construction Manager.
- b. Commence work within three (3) days after written Notice to Proceed by the Construction Manager.

If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

6. ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum # _____ Dated _____

Addendum # _____ Dated _____

7. BID FORM SIGNATURE(S)
The Corporate Seal of

(Bidder - print the full name of firm)
was hereunto affixed in the presence of:

(Authorized signing officer _____ Title)

(Seal)

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

END OF BID FORM - STIPULATED PRICE

DOCUMENT 00 45 01

FAMILIAL DISCLOSURE STATEMENT

The undersigned, the owner or authorized officer of _____ (the "Bidder") pursuant to the familial disclosure requirement provided in the advertisement for construction bids, hereby represent and warrant, except as provided below, that no familial relationships exist between the owner(s) or any employee of the Bidder and any member of the Board of Education or the Superintendent of West Branch – Rose City Area Schools (the School), except as indicated below:

List any Familial Relationships:

BIDDER:

By: _____

Its: _____

State of Michigan)
) SS
County of)

This instrument was acknowledged before me on the _____ day of _____, 20____, by
_____.

, Notary Public

_____, County, Michigan

My Commission Expires: _____

Acting in the County of: _____

END OF FAMILIAL DISCLOSURE STATEMENT

DOCUMENT 00 45 02

IRAN ECONOMIC SANCTIONS ACT COMPLIANCE AFFIDAVIT

Effective April 1, 2013, all Bids and/or Proposals received by public entities in the State of Michigan must comply with the Iran Economic Sanctions Act, Act 517 of 2012. As a condition to compliance with the Act, the following certification must be submitted with the Bid.

The undersigned, the owner or authorized officer of _____ (the "Bidder"), pursuant to the requirements of the Iran Economic Sanctions Act, Act 517 of 2012, hereby certifies under civil penalty for false certification, that the Bidder is not an "Iran Linked Business", as defined in the Act, and is eligible to submit a Bid.

By: _____

Its: _____

State of Michigan)
) SS
County of)

This instrument was acknowledged before me on the _____ day of _____, 20____, by
_____.

, Notary Public

_____, County, Michigan

My Commission Expires: _____

Acting in the County of: _____

END OF IRAN ECONOMIC SANCTIONS ACT COMPLIANCE AFFIDAVIT

DOCUMENT 00 52 14

AGREEMENT FORM - AIA STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 SUMMARY

- A. Document Includes:
 - 1. Agreement.

1.2 AGREEMENT

- A. AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor as modified, forms the basis of Agreement Between the Owner and Contractor.

END OF DOCUMENT



AIA® Document A104® – 2017

Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the 20th day of April in the year 2026
(In words, indicate day, month and year.)

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

West Branch-Rose City Area Schools
960 South M-33
West Branch, Michigan 48661

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

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

West Branch-Rose City Area Schools
Ogemaw Heights High School Pool Refinishing
AEA Project No. 268-18T

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

Anthony P. Esson, Architect
P.O. Box 479
Gaylord, Michigan 49735

The Owner and Contractor agree as follows.

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

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

TABLE OF ARTICLES

- 1 THE WORK OF THIS CONTRACT**
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 3 CONTRACT SUM**
- 4 PAYMENT**
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- 19 MISCELLANEOUS PROVISIONS**
- 20 TERMINATION OF THE CONTRACT**
- 21 CLAIMS AND DISPUTES**

EXHIBIT A TERMS OF CONTRACT FOR ESSER-FUNDED PROJECTS

ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

[X] The date of this Agreement.

Init.

A date set forth in a notice to proceed issued by the Owner.

(Paragraphs deleted)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

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

§ 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check the appropriate box and complete the necessary information.)

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

By the following date: To be determined, but not later than July 31, 2026.

Portion of Work

Substantial Completion Date

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3 due to circumstances within the reasonable control of the Contractor, Owner may at their sole discretion hold Contractor responsible for costs that Owner would not have otherwise incurred. Such costs may be withheld from Progress payments or Final payment as applicable.

ARTICLE 3 CONTRACT SUM

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

(Check the appropriate box.)

Stipulated Sum, in accordance with Section 3.2 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

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

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

To be determined

§ 3.2.2 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
Sealing cracks in pool shell and/or coating of reinforcing steel	Per lineal foot of repair	

Init.

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User Notes:

(1733449030)

§ 3.2.3

(Paragraphs deleted)

Allowances, if any, included in the stipulated sum:

(Identify each allowance.)

Item	Price
Shell Repair	\$10,000.00

(Paragraphs deleted)

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

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

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the Architect-certified amount to the Contractor not later than the last day of the following month, unless and to the extent the Owner reasonably disputes the Application or Certification in good faith. If an Architect-certified Application for Payment is received by the Owner after the date fixed above, undisputed payments shall be made by the Owner not later than thirty (30) days after the Owner receives the certified Application for Payment.

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

§ 4.1.4 For each progress payment made prior to Final Completion of the Work, the Owner may withhold retainage from the payment in an amount not less than ten percent (10%),

(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

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

5 % Per Annum (See MCL 438.31)

§ 4.2 Final Payment

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

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

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§ 4.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after Owner’s agreement to the Architect’s final Certificate for Payment, or as follows:

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[]

[X] Litigation in a court of competent jurisdiction

[]

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

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

(Paragraphs deleted)

§ 6.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ 6.1.4 The Specifications:

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

All Sections dated March 16, 2026 unless noted otherwise

Section	Title	Date	Pages
01 10 00	Summary		2
01 20 00	Price and Payment Procedures		4
01 30 00	Administrative Requirements		2
01 33 00	Submittal Procedures		2
01 40 00	Quality Requirements		2
01 50 00	Temporary Facilities and Controls		3
01 60 00	Product Requirements		3
01 70 00	Execution and Closeout Requirements		2

§ 6.1.5 The Drawings:

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User Notes:

(1733449030)

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

All Drawings dated March 16, 2026 unless noted otherwise

Number	Title	Date
1 of 2	Pool Plan / Description of Work	
2 of 2	Diagrams, Sections and Details	

§ 6.1.6 The Addenda, if any:

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

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

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

.1 Other Exhibits:
(Check all boxes that apply.)

[
[
(Paragraphs deleted)
[

[

.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents.)

.1 Accepted portions of Contractor's Bid Response

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. 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. 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 to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. The parties acknowledge that, due to the incorporation of several Contract Documents, the possibility exists (and is likely) that conflict or ambiguity may exist between or among the Contract Documents. In the event of any such conflict or ambiguity between or among the Contract Documents, the terms most beneficial to the Owner shall govern, as determined in the Owner's sole discretion.

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§ 7.2 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 between any persons or entities other than the Owner and the Contractor.

§ 7.3 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.

§ 7.4 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.

§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service

§ 7.5.1 Except as otherwise provided herein or in the Agreement between Owner and Architect, the Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights 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.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service, subject to the protocols established pursuant to Sections 7.6 and 7.7, 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 this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

(Paragraphs deleted)

§ 7.5.3 The Drawings, Specifications, and other documents and all data used in compiling any tests, surveys, or inspections at the Project Site and the results therefrom, as well as all photographs, drawings, specifications, schedules, data processing output, computer-aided design/drafting (CADD) system disks/tapes, computations, studies, audits, reports, models and other items of like kind, and all intellectual property, prepared or created for or in connection with the Project and required by the Owner, the Contractor, or a third party, belong to the Owner. The Contractor may retain one record set. All copies of them, except Contractor's record set, shall be returned or suitably accounted for upon completion of the Work. They are for use solely with respect to the Project. The Contractor shall not, without the prior written consent of the Owner, use or permit anyone to use any Drawings, Specifications, or other documents prepared for or in connection with the Project, or any concepts or ideas developed in connection with the Project, for any purpose other than the Project. The Owner shall at all times have access to and control over the disposition of any Drawings, Specifications, and other documents pertaining to the Project.

§ 7.8 Severability

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.

§ 7.9 Notice

§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to an appropriate 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 an acknowledgement of receipt is received from the recipient or proof of receipt is otherwise established. The parties acknowledge that an appropriate representative of the Owner shall have authority only to the extent provided by the Owner's Board of Education.

§ 7.9.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to an appropriate representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery. The parties acknowledge that the Owner's administrators, employees, representatives, and agents have authority only to the extent expressly provided by the Owner's Board of Education and that, by law, all parties dealing with the Owner must ascertain such authority before relying on the actions or representations purported or implied to be on behalf of the Owner.

(Paragraphs deleted)

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

§ 8.1.1

§ 8.1.2 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner, subject to its experience, expertise, and judgement, and shall exercise proper precautions relating to the safe performance of the Work. The Contractor acknowledges and agrees that the Architect is responsible for design, that the Owner has no duty to discover any design errors or omissions in the Drawings, Plans, Specifications and other Construction Documents or to notify Contractor of same, and that the Owner does not warrant the accuracy and adequacy of any Contract Documents.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including, but not limited to, those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or fails to carry out the 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 is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity. This right shall be in addition to and not in limitation of the Owner's rights under any provision of the Contract Documents.

§ 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a 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 any other remedies the Owner may have (including any claim against the Contractor's performance bond), correct such default or neglect. The Architect may, pursuant to Section 15.4.3, 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 the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. 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 21.

ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

§ 9.1.1 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, including but not limited to the location of utilities, and correlated personal observations and inspections with requirements of the Contract Documents.

§ 9.1.2 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 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

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

§ 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 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.

§ 9.2.3 The Contractor shall immediately notify the Architect of delays of any other Contractors that could impact timely coordination and completion of the Work. The Contractor shall be deemed to have accepted prior work when it commences provision of subsequent Work and shall be responsible for the cost of repair, replacement, or reconstruction if the prior work is found to be improper.

§ 9.3 Labor and Materials

§ 9.3.1 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.

§ 9.3.2 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 skilled in tasks assigned to them.

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

§ 9.3.4 Asbestos-Free Product Installation

§ 9.3.4.1 It is hereby understood and agreed that no product and/or material containing asbestos, including chrysotile, amosite, crocidolite, tremolite asbestos, anthrophyllite asbestos, actinolite asbestos and any combination of these materials that have been chemically treated and/or altered shall be installed or introduced into the Work by the Contractor or its employees, agents, Subcontractors, or other individuals or entities over whom the Contractor has

control. The Contractor shall be required to provide a signed certification statement ensuring that all products or materials installed or introduced into the Work will be asbestos-free.

§ 9.3.4.2 The Contractor also shall be required to furnish certified statements from the manufacturers of supplied materials used during construction verifying their products to be asbestos-free in accordance with the requirements of Section 9.3.4.1.

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

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

§ 9.4 Warranty

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents expressly 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 expressly require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor warrants that the Owner will have good title to the Work and all materials and equipment incorporated into the Work. The Contractor warrants that all Work and materials and equipment incorporated into the Work shall be fit for the purposes for which they were intended. The Contractor warrants that all Work and materials and equipment incorporated into the Work shall be merchantable. All other 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 15.6.3.

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

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

§ 9.5 Taxes

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

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

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as 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.

§ 9.6.2 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. If the Contractor

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

§ 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

§ 9.8 Contractor's Construction Schedules

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

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect. The Contractor acknowledges and understands that the work schedule will be modified from time-to-time with the Owner's approval to coordinate with the work of others and that such schedule changes do not give rise to a claim for damages or additional compensation by the Contractor for delay or otherwise. The Contractor shall be required to conform to the most recent Owner-approved schedule and acknowledges that fact was taken into account when it agreed to the Contract Sum and entered into this Contract. The Contractor shall cooperate with the Architect and Owner 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.

§ 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.9.3 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 or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Subject to its professional skill, experience, and expertise (if applicable), and except as otherwise set forth in the Contract Documents, each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

§ 9.10 Use of Site

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

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encumber the site with materials or equipment. The Contractor will also consult with the Owner and Architect concerning necessary operations at the Project site to minimize construction impacts on the Owner, including but not limited to its educational operations.

§ 9.11 Cutting and Patching

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

§ 9.12 Cleaning Up

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 material from and about the Project.

§ 9.13 Access to Work

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

§ 9.14 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 indemnify and hold harmless the Owner and Architect from any and all cost, damage, or 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 or Architect. 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.

§ 9.15 Indemnification

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees and the costs of correcting defective work, arising out of or resulting from performance of the Work, , 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, or the Contractor's breach of this Agreement, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 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 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 9.15.3 In addition to and not in limitation of the Contractor's other indemnity obligations, the Contractor hereby accepts and assumes exclusive liability for and shall indemnify, protect, and hold harmless the Owner and Architect from and against the payment of the following:

- .1 all loss by fines, penalties or corrective measures resulting from acts of the Contractor or omissions by the Contractor, its Subcontractors, agents, employees or assigns, with respect to the violation of safety requirements of this Contract, including reasonable attorney fees
- .2 all contributions, taxes, or premiums (including interest and penalties thereof) which may be payable under the unemployment insurance law of any state, the federal Social Security Act, federal, state, county, and/or municipal tax withholding laws, or any other law, measured upon the payroll of or required to be withheld from employees by whomsoever employed, engaged in the Work to be performed and furnished under this Contract;
- .3 all sales, use, personal property and other taxes (including interest and penalties thereof) required by any federal, state, county, municipal, or other law to be paid or collected by the Contractor or any of its Subcontractors or vendors or any other person or persons acting for, through or under it or any of them,

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- by reason of the performance of the Work or the acquisition, ownership, furnishing, or use of any materials, equipment, supplies, labor, services, or other items for or in connection with the Work; and
- 4 all pension, welfare, vacation, annuity, and other benefit contributions payable under or in connection with respect to all persons by whomsoever employed, engaged in the Work to be performed and furnished under this Contract.
 - 5 any claim, damage, loss or expense, including, but not limited to, actual attorney fees, incurred by the Owner related to any hazardous material or waste, toxic substance, pollution, or contamination brought into the Project site or caused by the Contractor or used, handled, transported, stored, removed, remediated, disturbed, or dispersed of by Contractor.

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

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment and with the Owner's written concurrence during the correction period. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

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

§ 10.3 The Architect will visit the site at intervals appropriate to the stage of the construction or more frequently as required by law, to become familiar with the progress and quality of the portion of the Work completed, and to determine if the Work, when fully completed, will be in accordance with the Contract Documents. Except as otherwise set forth in the Owner/Architect Agreement, the Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Architect shall provide all services and duties that may be performed by an "Architect" or "Engineer" in 1937 PA 306 and 1980 PA 299, including but not limited to, construction supervision.

§ 10.4 On the basis of the site visits, the Architect will keep the Owner informed about the progress and quality of the portion of the Work completed, will guard the Owner against defects and deficiencies in the Work, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. Except as required by the Owner/Architect Agreement, the Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and, except as provided in the Owner/Architect Agreement, will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work. The Architect shall provide all services and duties that may be performed by an "Architect" or "Engineer" in 1937 PA 306 and 1980 PA 299, including but not limited to, construction supervision.

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

§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.8 The Architect will interpret matters concerning performance under, and requirements of, the Contract Documents on written request of the Owner. The Architect will make initial interpretations on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any reasonable interpretations rendered in good faith.

§ 10.9 The Architect's interpretations relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

ARTICLE 11 SUBCONTRACTORS

§ 11.1 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.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect in writing of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, taking into consideration the Owner's or Architect's reasonable objection in good faith, 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. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner. The Contractor shall ensure that the Owner is made an express third-party beneficiary of any agreement between the Contractor and Subcontractor (or between a Subcontractor and any sub-subcontractor) related to the Work.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. 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.

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

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Contract amendment, written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the

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parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect, with the Owner's approval, will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order. If the parties cannot agree on a final adjustment to the Contract Sum and/or Contract Time, the Contractor's sole remedy is to timely file a Claim in accordance with this Agreement.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall either: (i) timely file a Claim in accordance with this Agreement, or (ii) notify the Owner and the Architect in writing and shall not proceed to implement the change in the Work.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contractor shall timely provide written notice to the Owner and Architect before conditions are disturbed, including such notice as required by 1998 PA 57, which is incorporated herein by reference. If appropriate, the Contract Sum and Contract Time may be adjusted as mutually agreed between the Owner and Contractor.

ARTICLE 14 TIME

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

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

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

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

§ 14.5 Provided the Contractor timely and properly submits a Claim as required by this Agreement, if the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by fire, significant abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Owner and Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21. In the event the Contractor is hindered in the commencement or progress of the Work by someone other than the Owner, and in the event the Contractor claims damages as a direct and proximate consequence thereof (including, but not limited to, extended general conditions, overhead, profit, overtime, interest, supervision or other costs or profits whatsoever), then the Contractor shall not assert such claims against the Owner, and as to the Owner, the Contractor's claims of delay damages are hereby waived. The Contractor's sole and exclusive remedy regarding such claims for such delay damages shall be to pursue such claims directly against the individual or entity which caused the delay.

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

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 The Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price 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 Architect. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

(Paragraphs deleted)

§ 15.3 Applications for Payment

§ 15.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents. 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.

§ 15.3.2

§ 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing. Off-site storage by the Contractor is discouraged.

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

§ 15.3.4.1 Each Contractor Application for Payment shall be accompanied by (1) an Affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which previous Applications for Payment have been submitted and for which the Owner might in any way be responsible have been paid or otherwise satisfied, and (2) a release or waiver of liens from the Contractor and each of its Subcontractors, materialman, suppliers and laborers addressing all previous Applications for Payment submitted for the Project.

§ 15.4 Certificates for Payment

§ 15.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data in the Application for Payment, 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 the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect, in writing, together with the certification to which it pertains. However, unless otherwise required by the Owner/Architect Agreement, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and 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.

§ 15.4.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised

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amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- .1 defective Work not remedied, or the Contractor is in default on the Agreement;
- .2 third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or 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;
- .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;
- .7 failure to carry out the Work in accordance with the Contract Documents
- .8 the Work not having progressed to the extent set forth in the Application for Payment;
- .9 representations of the Contractor are untrue;
- .10 failing to conform to Project Schedule;
- .11 default in the performance of any obligation to the Owner under another contract; or
- .12 failure to provide sufficiently skilled workers.

§ 15.4.4 When the Contractor disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, the Contractor may submit a Claim in accordance with Article 21.

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

§ 15.4.6 Notwithstanding anything herein to the contrary, the Owner has no obligation to pay the Contractor absent receipt of a Certificate for Payment for the requested amount, and neither the Architect's failure to issue a Certificate for Payment nor the Architect's failure to notify the Contractor and/or Owner of a withheld Certificate for Payment creates an obligation on the Owner to pay the Contractor. The foregoing sentence shall not operate to limit the right of the Owner to dispute amounts requested by the Contractor or to withhold payments from the Contractor as provided in the Contract Documents.

§ 15.5 Progress Payments

§ 15.5.1 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.

§ 15.5.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

§ 15.5.3 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.

§ 15.5.4 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.

§ 15.6 Substantial Completion

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

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§ 15.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment (a "punch list"). 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.

§ 15.6.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. The Contractor shall respond immediately to correct Work deficiencies and/or punch list items. Should the Contractor fail to make corrections in a timely fashion, but not later than fifteen (15) calendar days from the date of Substantial Completion or notification of the required corrections, whichever is earlier, such Work may be corrected by the Owner at the Contractor's sole expense, and any remaining payments due the Contractor shall be withheld by the Owner. The Contractor shall promptly notify the Architect, in writing, when the Work deficiencies and/or punch list items are completed. Upon the review of the Work by the Architect after such notification by the Contractor, if Work deficiencies and/or punch list items shall continue to exist, the Contractor shall reimburse the Owner its cost plus ten percent (10%) overhead and profit on any cost incurred by the Owner, including the Architect's fees for re-inspection of the Work. Failure to pay such costs within ten (10) days of receipt of a demand regarding the same shall permit the Owner to pay such costs out of retainage held by the Owner on the Contractor's contract. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which 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.

§ 15.6.4 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.

§ 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner (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, (6) an affidavit that states the Work is fully completed and performed in accordance with the Contract Documents, (7) in the event of Contractor bankruptcy, at the Owner's option, an order entered by the court having jurisdiction of the Contractor's insolvency proceeding authorizing such payment, (8) a general release executed by the Contractor on a form provided by the Architect, (9) all close-out documents, (10) all warranties collected and provided in an acceptable manner, and (11) 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.

§ 15.7.3 The making of final payment shall not constitute a waiver of claims by the
(Paragraphs deleted)

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Owner.

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment and specifically referenced as being an exception to the waiver contained in this Section 15.7.4.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 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 take every reasonable precaution 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; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall take all reasonable safety precautions with respect to the Work, shall comply with all industry standard safety measures, shall comply with all applicable laws, including but not limited to compliance 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 and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property 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, including but not limited to, under Sections 16.1.2 and 16.1.3. The Contractor may make a timely claim as permitted by this Agreement for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of others, 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 9.15.

§ 16.2 If the Contractor or any Subcontractor chooses to use any systems, equipment, facilities, or services which have been incorporated in the Project as a permanent part thereof by any other, the Contractor shall assume full responsibility for damages caused to said systems, equipment, facilities or services, and have damages repaired as required, so that in no case will the performance of the used systems, equipment, facilities or services be diminished from the specified criteria as a result of such use.

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

§ 16.4 Notification of Utility Companies

§ 16.4.1 At least five (5) working days prior to the start of work in areas which may involve existing utility lines, the Contractor shall notify the MISS DIG notification system, as legally required and, if applicable, any Registered Utility Protection Service of the utility company possibly affected by the planned work by certified mail with return receipt requested.

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

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

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

§ 16.5 Security

§ 16.5.1 All construction participants, including the Contractor, Architect, Subcontractors, etc., shall cooperate with the Owner's security personnel and shall comply with all of the Owner's security requirements. Such requirements shall include, without limitation, if requested by the Owner, delivering to the Owner's security personnel, prior to the commencement of the Work on each day, a list of all personnel who will be permitted access to the Work. The foregoing, however, shall not relieve the Contractor of any obligation to provide a safe and secure workplace for all parties entering the Project Site. The Contractor shall be responsible to implement commercially reasonable data security protection measures to protect the Owner's networks and data when performing technology-related Work.

§ 16.6 Fire Protection

§ 16.6.1 The Contractor shall maintain free access to the building areas for firefighting equipment and shall at no time block off main roadways or fire aisles without providing adequate auxiliary roadways and means of entrance for firefighting equipment, including heavy fire department trucks, where applicable.

§ 16.6.2 The Contractor shall at all times cooperate with the Owner and kept the municipal fire department informed of the means of entrance and changes to the roadways or fire aisles as needed to provide fire department access to or around the Project Site.

§ 16.6.3 The Contractor shall, during the entire construction period and until the completion of the Work, provide and maintain all material, equipment, and services necessary for an adequate fire protection system, which shall meet the approval of the Owner and/or the Architect. The system shall, at a minimum, meet the requirements set forth in the Contract Documents and of applicable laws. These requirements shall be augmented and/or the installations relocated, as may be necessary to meet, at all time, the demands of adequate protection in all areas and shall not be reduced prior to the completion of the Work with the written approval of the Owner and/or the Architect.

§ 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of 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 and Architect in writing of the condition. 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 to address shutdown, delay, and start-up.

§ 16.2.2

§ 16.2.3

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

§ 17.1.1 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 required by law and as otherwise described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than one million dollars (\$ 1,000,000.00) each occurrence, two million dollars (\$ 2,000,000.00) general aggregate, and two million dollars (\$ 2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 9.15.

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than one million dollars (\$ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 17.1.5 Workers' Compensation at statutory limits.

§ 17.1.6 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000.00) each accident, one million dollars (\$ 1,000,000.00) each employee, and one million dollars (\$ 1,000,000.00) policy limit.

(Paragraphs deleted)

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy and that the Contractor's insurance shall be primary.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. The additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04. The Contractor shall require such insurance company to add to the policy the following clause: "The insurance afforded to the Additional Insured is primary insurance. If the Additional Insureds have other insurance which is applicable to the loss on an excess or contingent basis, the amount of the insurance company's liability under this policy shall not be reduced by the existence of such other insurance."

§ 17.1.13 Immediately after the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, but in no event less than three days after becoming aware or the coverage actually lapsing, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration, including the Contractor's plan to immediately procure replacement insurance as required by the Contract Documents to avoid any lapse in coverage. Contractor's failure to do so is a material breach of this Agreement, shall

entitle the Owner to purchase replacement insurance at Contractor's sole cost, and shall subject the Contractor to any and all damages related to its failure to comply with its required insurance obligations. Further, 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 (but not the obligation) 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.

§ 17.1.14 Other Insurance Provided by the Contractor

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

Coverage

Limits

§ 17.2 Owner's Insurance

§ 17.2.1 Owner's Liability Insurance

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

§ 17.2.2 Property Insurance

§ 17.2.2.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This policy will exclude any tools, equipment, scaffolding, glass breakage, etc., owned or rented by the Contractor or Subcontractors and materials stored on the site, but not incorporated into the Project. The Contractor shall be responsible for protecting all product until the Date of Final Completion is established by the Architect. The Contractor shall replace any Work if damaged before Final Completion. The Contractor may assume the risk itself or obtain insurance in amounts it deems sufficient.

§ 17.2.2.2

§ 17.2.2.3 If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the party causing the insurable event shall be responsible for all loss not covered because of such deductibles or retentions.

§ 17.2.2.4 If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work.

§ 17.2.2.5 Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ 17.2.2.6 Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor 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; and (2) the Contract Time and Contract Sum shall be negotiated. 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.

§ 17.2.2.7 Waiver of Subrogation

§ 17.2.2.7.1 Superior to any other provision herein or elsewhere in the Contract Documents, any references to "waiver of subrogation" or such similar provisions are hereby deleted and shall be declared to have no effect.

§ 17.2.2.7.2

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

§ 17.2.3 Other Insurance Provided by the Owner

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

Coverage	Limits
Not Applicable	

§ 17.3 Performance Bond and Payment Bond

§ 17.3.1 The Contractor shall be required to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract. The bonds shall each be in the amount of 100% of the Contract Sum and otherwise comply with the terms of MCL 129.201, et seq.

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

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including work of other Contractors or Subcontractors, compensation of consultants, any delay or related damages, attorneys' fees incurred by the Owner, additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense. The Owner shall have the right to charge the Contractor for any such costs and expenses and to deduct such amounts from any future payments due the Contractor.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, 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 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of 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.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 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.

§ 18.5 The one-year period for correction of Work shall be extended by corrective Work performed by the Contractor pursuant to this Article 18 for a period of one-year beyond completion of the corrective Work.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 Governing Law

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

§ 19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of 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.

§ 19.4 The Owner's representative:

(Name, address, email address and other information)

Scott Kearns, Maintenance Director
West Branch-Rose City Area Schools
960 South M-33
West Branch, Michigan 48661
kearnss@wbrc.k12.mi.us
Tele: 989-387-5725

§ 19.5 The Contractor's representative:

(Name, address, email address and other information)

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

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

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

§ 19.9 All Contractor employees assigned to work under this Agreement may, at Owner's discretion, be subject to a background check and clearance by the Owner. Failure to obtain such clearance from the Owner may result in mandatory dismissal from the Owner's property and/or termination of the Agreement.

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor

If if the Owner fails to make an undisputed payment as provided in Section 4.1.3 for a period of 30 days beyond the due date, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work timely and properly executed

§ 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

- .1 refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents; or
- .5 the Contractor fails to prosecute the Work or any part thereof with promptness and diligence or fails to perform any provisions of the Contract, or goes into bankruptcy, liquidation, makes an assignment for the benefit of creditors, enters into a composition with its creditors, or becomes insolvent..

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor three (3) days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon 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.

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

§ 20.2.2.2 The three (3) day notice period identified in this Section does not give rise to an opportunity for the Contractor to cure the cause for termination. Further, the Owner's failure to properly follow the termination procedure shall not be a substantial or material breach of the Contract or the Owner's obligations.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

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

§ 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work timely and properly executed and costs incurred by reason of such termination.

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

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect, shall be referred initially to the Architect for an interpretation. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial interpretation by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

Init.

§ 21.2 Notice of Claims

§ 21.2.1 Claims by the Contractor shall be initiated by notice to the Owner and Architect within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the Contractor first recognizes the condition giving rise to the Claim, whichever is later. The Contractor's failure to timely and properly initiate a Claim shall be an absolute and irrevocable waiver of such Claim and any cause of action. Claims and causes of action by the Owner shall be governed by the applicable statute of limitations period, except when a provision of the Contract Documents provides a longer period. The parties acknowledge, understand, and agree that the Contractor's required prompt filing of a Claim is critical to the Project, as Contractor Claims often affect the Project schedule and/or Project budget, and that the deadline and waiver applicable to Contractor Claims is a material inducement to the Owner entering into an agreement with the Contractor. The Contractor's timely submission of a Claim shall be a condition precedent to pursuing a Cause of Action, in accordance with Section 21.3.

§ 21.2.2

§ 21.3 Time Limits on Claims and Causes of Action

The Owner shall commence all claims and causes of action against the Contractor in accordance with the statutes of limitation applicable under Michigan law, except that no claim or cause of action shall be untimely if filed within six (6) years of substantial completion of the entire Project. The Contractor shall commence all causes of action arising out of or related to the Contract by first complying with the Claims procedure set forth above in Section 21.2 and, if a Claim is timely and properly filed and resolved, by filing in accordance with the statute of limitations applicable under Michigan law. The Contractor waives all claims and causes of action not commenced in accordance with this Section 21.3.

§ 21.4

§ 21.5 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution 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.

§ 21.6

§ 21.7

§ 21.8

§ 21.9

§ 21.10 Continuing Contract Performance

Pending final resolution of a Claim or cause of action, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 21.11 Waiver of Claims for Consequential Damages

The Contractor waives claims against the Owner for consequential damages arising out of or relating to this Contract. This mutual waiver includes
(Paragraphs deleted)
damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This waiver is applicable, without limitation, to all consequential damages due to termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

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

**WEST BRANCH ROSE CITY AREA
SCHOOLS**

OWNER *(Signature)*

Gail Hughey, Superintendent
(Printed name and title)

CONTRACTOR *(Signature)*

(Printed name and title)



SECTION 01 10 00

SUMMARY

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Contract description.
- B. Work by Owner.
- C. Contractor's use of site and premises.
- D. Owner occupancy.
- E. Specification Conventions.

1.2 CONTRACT DESCRIPTION

- A. Work of the Project comprises refinishing of the Ogemaw Heights High School pool.
- B. Perform Work of the Contract under stipulated sum contract with Owner in accordance with Conditions of Contract.

1.3 WORK BY OWNER

- A. Drawings and specifications may describe work to be completed by Owner. Where so indicated, cooperate with Owner to coordinate sequencing and scheduling of the work of the contract, and work by the Owner.

1.4 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Limit use of site and premises to allow:
 - 1. Owner occupancy.
 - 2. Work by Others and Work by Owner.
 - 3. Use of site and premises by the public.
- B. Vehicular access to the site is limited to existing paved or gravel drives and parking areas. Where vehicular access across concrete sidewalks is required in connection with the work, Contractor shall protect sidewalks from damage using appropriate matting or bridging. Where vehicular access across lawns is required in connection with the work, Contractor shall restore lawn areas to original condition (fine grading, topsoil, seed and mulch).
- C. Access to the pool is limited to entrance as indicated on Drawings.
- D. Contractor is responsible for monitoring and maintaining positive removal of ground water below the pool. Owner's existing underdrain system and sump pump may be used in connection with other protections provided by the Contractor.
- E. Coordinate disruption of any utility service or system which may affect the Owners use of the premises for normal operations.

1.5 OWNER OCCUPANCY

- A. The Owner will occupy areas of the site and premises during the entire period of construction for the conduct of normal summer operations. Coordinate with the Owner to allow access by Owner personnel for cleaning, general maintenance, and other work by Owner.
- B. Schedule the work with the Owner to accommodate Owner occupancy and to allow the Owner to use spaces prior to, and after completion of work in individual spaces.
- C. Cooperate with Owner to minimize conflict, and to facilitate Owner's operations.

1.6 SPECIFICATION CONVENTIONS

- A. These specifications are written in imperative mood and streamlined form. This imperative language is directed to the Contractor, unless specifically noted otherwise. The words "shall be" are included by inference where a colon (:) is used within sentences or phrases.
- B. Contractor is responsible for the entire Work identified in the Contract Documents without regard to the specific location of the information within the Contract Documents.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 20 00

PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Shell Repair allowance.
- B. Contingency allowance.
- C. Schedule of values.
- D. Applications for payment.
- E. Change procedures.
- F. Unit Prices.
- G. Bid Alternates.
- H. Defect assessment.

1.2 SHELL REPAIR ALLOWANCE

- A. Include in the Contract, a stipulated sum/price of \$10,000.00 for sealing of cracks in pool shell and/or for exposing and coating of reinforcing steel.
- B. Contractor's costs for shell repair will be included in Change Orders authorizing expenditure of funds from this Contingency Allowance.
- C. Funds will be drawn from Contingency Allowance only by Change Order.
- D. At closeout of Contract, funds remaining in Shell Repair Allowance will be credited to Owner by Change Order.

1.3 CONTINGENCY ALLOWANCES

- A. Include in the Contract, a stipulated sum/price of \$15,000.00 for use upon Owner's instruction.
- B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit will be included in Change Orders authorizing expenditure of funds from this Contingency Allowance.
- C. Funds will be drawn from Contingency Allowance only by Change Order.
- D. At closeout of Contract, funds remaining in Contingency Allowance will be credited to Owner by Change Order.

1.4 SCHEDULE OF VALUES

- A. Submit printed schedule on AIA Form G703 - Continuation Sheet for G702. Contractor's standard form or electronic media printout following format of specified AIA form will be considered.
- B. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.
- C. Format: Utilize Table of Contents of this Project Manual. Identify each line item with number and title of major specification Section. Identify site mobilization, bonds and insurance, and General Requirements as separate line items.
- D. Include within each line item, direct proportional amount of Contractor's overhead and profit.
- E. Revise schedule to list approved Change Orders, with each Application for Payment.

1.5 APPLICATIONS FOR PAYMENT

- A. Submit one copy of each application on AIA Form G702 - Application and Certificate for Payment and AIA G703 - Continuation Sheet for G702 or approved Contractor's electronic media driven form.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Payment Period: Submit at intervals stipulated in the Agreement.
- D. Substantiating Data: When Architect/Engineer requires substantiating information, submit data justifying dollar amounts in question.

1.6 CHANGE PROCEDURES

- A. The Architect/Engineer will advise of minor changes in the Work not involving adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions in writing to the Contractor.
- B. The Architect/Engineer may issue a Proposal Request or Bulletin including a detailed description of proposed change with supplementary or revised Drawings and specifications. Contractor will prepare and submit estimate of cost and any required change in Contract Time within 14 days.
- C. Contractor may propose changes by submitting a request for change to Architect/Engineer, describing proposed change and its full effect on the Work. Include a statement describing reason for the change, and effect on Contract Sum/Price and Contract Time with full documentation and a statement describing effect on Work by separate or other Contractors.
- D. Stipulated Sum/Price Change Order: Based on Proposal Request (Bulletins) and Contractor's fixed price quotation or Contractor's request for Change Order as approved by Architect/Engineer.
- E. Unit Price Change Order: For contract unit prices and quantities, the Change Order will be executed on fixed unit price basis. For unit costs or quantities of units of work which are not pre-determined, execute Work under Construction Change Directive. Changes in Contract Sum/Price or Contract Time will be computed as specified for Time and Material Change Order.

- F. Construction Change Directive: Architect/Engineer may issue directive, on AIA Form G713 Construction Change Directive signed by Owner, instructing Contractor to proceed with change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute change.
- G. Time and Material Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in Conditions of the Contract. Architect/Engineer will determine change allowable in Contract Sum/Price and Contract Time as provided in Contract Documents.
- H. Maintain detailed records of work done on Time and Material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.
- I. Document each quotation for change in cost or time with sufficient data to allow evaluation of quotation.
- J. Change Order Forms: AIA G701 Change Order.
- K. Execution of Change Orders: Architect/Engineer will issue Change Orders for signatures of parties as provided in Conditions of the Contract.
- L. Correlation Of Contractor Submittals:
 - 1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Sum/Price.
 - 2. Promptly revise progress schedules to reflect change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
 - 3. Promptly enter changes in Project Record Documents.

1.7 UNIT PRICES

- A. Authority: Measurement methods are delineated in individual specification sections.
- B. Measurement methods delineated in Drawings.
- C. Take measurements and compute quantities. Architect will verify measurements and quantities.
- D. Payment Includes: Full compensation for required labor, products, tools, equipment, plant and facilities, transportation, services and incidentals; erection, application or installation of item of the Work; overhead and profit.
- E. Final payment for Work governed by unit prices will be made on basis of actual measurements and quantities accepted by Architect/Engineer multiplied by unit sum/price for Work incorporated in or made necessary by the Work.
- F. Measurement Of Quantities:
 - 1. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness.
 - 2. Measurement by Area: Measured by square dimension using mean length and width or radius.
 - 3. Linear Measurement: Measured by linear dimension, at item centerline or mean chord.
 - 4. Stipulated Sum/Price Measurement: Items measured by volume, area, or linear means or combination, as appropriate, as completed item or unit of the Work.

- G. Unit Price Schedule:
1. Item: Seal cracking in pool shell and/or reinforcing coating; cost per lineal foot of repair.

1.8 BID ALTERNATES – Not used

1.9 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of the Architect/Engineer, it is not practical to remove and replace the Work, the Architect/Engineer will direct appropriate remedy or adjust payment.
1. The defective Work may remain, but unit sum/price will be adjusted to new sum/price at discretion of Owner.
2. Defective Work will be partially repaired to instructions of Architect/Engineer, and unit sum/price will be adjusted to new sum/price at discretion of Owner.
- C. Individual specification sections may modify these options or may identify specific formula or percentage sum/price reduction.
- D. Authority of Architect/Engineer to assess defects is final.
- E. Non-Payment for Rejected Products: Payment will not be made for rejected products for any of the following:
1. Products wasted or disposed of in a manner that is not acceptable.
2. Products determined as unacceptable before or after placement.
3. Products not completely unloaded from transporting vehicle.
4. Products placed beyond lines and levels of required Work.
5. Products remaining on hand after completion of the Work.
6. Loading, hauling, and disposing of rejected products.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 30 00

ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Coordination and project conditions.
- B. Preconstruction meeting.
- C. Periodic construction visits.
- D. Project Record Documents.
- E. Acceptance of Preceding Work.

1.2 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and Work of various sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Coordinate completion and clean-up of Work of separate sections in preparation for Substantial Completion.
- C. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.3 PRECONSTRUCTION MEETING - Not Used

1.4 PERIODIC CONSTRUCTION VISITS

- A. The Architect and Owner will visit the project site periodically. The purpose of the visits will be to monitor the progress and quality of the work.
- B. The Contractor's Site Superintendent shall be available for meetings with the Architect and Owner.
- C. Agenda:
 - 1. Review of Work in progress.
 - 2. Field observations, problems, and decisions.
 - 3. Identification of problems which impede planned progress.
 - 4. Maintenance of progress schedule.
 - 5. Corrective measures to regain projected schedules.
 - 6. Planned progress during succeeding work period.
 - 7. Maintenance of quality and work standards.
 - 8. Other business relating to Work.

1.5 PROJECT RECORD DOCUMENTS

- A. Contractor shall maintain and update Project Record Drawings (As-Built Drawings) on site during construction. Contractor and each Subcontractor shall be responsible to update the as built drawings on a weekly basis.
- B. Project Record Documents shall be available for review by the Architect.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.1 ACCEPTANCE OF PRECEDING WORK

- A. Before starting any operation, each Contractor(s) shall examine work performed by others to which their work adjoins or is applied and shall report to the Architect any conditions that will prevent satisfactory accomplishment of their work.
- B. Failure to notify the Architect of deficiencies or faults in preceding work will constitute acceptance thereof and waive of any claims to its usability.

END OF SECTION

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Product data.
- C. Shop drawings.
- D. Samples.
- E. Design data.
- F. Test reports.
- G. Certificates.
- H. Manufacturer's instructions.
- I. Manufacturer's field reports.

1.2 SUBMITTAL PROCEDURES

- A. Electronic Submittals: Prepare and transmit submittals of Product Data, Shop Drawings, Design Data, Test Reports, Certificates, Manufacturer's Instructions, and Erection Drawings to Architect in electronic (.pdf) format.
- B. Transmit electronic submittals with Contractor's transmittal form:
 - 1. Sequentially number submittals.
 - 2. Identify Project, Contractor, subcontractor and supplier.
- C. Include Contractor's certification (stamp), signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with requirements of the Work and Contract Documents.
- D. Schedule submittals to expedite Project. Coordinate submission of related items.
- E. For each submittal for review, allow 15 days excluding delivery time to and from Contractor. Submittals for long lead time items shall be expedited by the Contractor in order to allow for the Owner's completion schedule. Notify Architect/Engineer of long lead time items requiring expedited review.
- F. Where submittals are broad form, mark submittals to indicate specific products proposed.
- G. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of completed Work.

- H. Architect will return files electronically following review. Contractor shall distribute copies of reviewed submittals to appropriate parties.
- I. Contractor shall produce and provide a paper copy of approved submittals to the Architect, and to governing authorities upon request.
- J. Contractor shall provide a paper copy of approved submittals to the Owner at closeout.
- K. When required to be revised for resubmission, revise or include designated items and resubmit complete submittal package.
- L. Submittals not requested will not be recognized or processed.

1.3 PRODUCT DATA

- A. Product Data: Submit to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.

1.4 SHOP DRAWINGS – Not used

1.5 SAMPLES – Not used

1.6 DESIGN DATA – Not used

1.7 TEST REPORTS – Not used

1.8 CERTIFICATES – Not used

1.9 MANUFACTURER'S INSTRUCTIONS – Not used

1.10 MANUFACTURER'S FIELD REPORTS – Not used

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 40 00

QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Quality control and control of installation.
- B. Tolerances.
- C. References.
- D. Labeling.
- E. Manufacturers' field services.
- F. Examination.
- G. Preparation.

1.2 QUALITY CONTROL AND CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. When manufacturers' instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform Work by persons qualified to produce required and specified quality.
- F. Verify field measurements are as indicated on Shop Drawings or as instructed by manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.3 TOLERANCES – Not used

1.4 REFERENCES – Not used

1.5 LABELING – Not used

1.6 MANUFACTURERS' FIELD SERVICES – Not used

PART 2 PRODUCTS - Not used

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify existing substrate is capable of structural support or attachment of new Work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Verify utility services are available, of correct characteristics, and in correct locations.

3.2 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

END OF SECTION

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Temporary Utilities:
 - 1. Temporary electricity.
 - 2. Temporary water.
 - 3. Telephone service.
 - 4. Email service.
 - 5. Temporary sanitary facilities.
- B. Construction Facilities:
 - 1. Vehicular access.
 - 2. Parking.
 - 3. Progress cleaning and waste removal.
- C. Temporary Controls:
 - 1. Dewatering
 - 2. Security.
- D. Removal of utilities, facilities, and controls.

1.2 TEMPORARY ELECTRICITY

- A. Owner will pay cost of energy used. Exercise measures to conserve energy. Utilize Owner's existing power service.
- B. Permanent convenience receptacles may be utilized during construction.

1.3 TEMPORARY WATER

- A. Owner will pay cost of temporary water. Exercise measures to conserve energy. Utilize Owner's existing water system, extend and supplement with temporary devices as needed to maintain specified conditions for construction operations.

1.4 TEMPORARY VENTILATION

- A. Ventilate enclosed areas to achieve curing of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

1.5 TELEPHONE SERVICE

- A. Provide, maintain, and pay for telephone service to field office at time of project mobilization.

1.6 EMAIL SERVICE

- A. Provide, maintain and pay for email service to site Superintendent and Project Manager at time of project mobilization

1.7 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Existing facility use is not permitted. Provide facilities at time of project mobilization.

1.8 VEHICULAR ACCESS

- A. Use designated existing on-site roads and parking areas for construction traffic.

1.9 PARKING

- A. Use of designate existing on-site streets and driveways used for construction traffic is permitted. Tracked vehicles not allowed on paved areas.
- B. Use of existing parking facilities by construction personnel is permitted. Do not park in lawn or landscaped areas.
- C. Do not allow heavy vehicles or construction equipment in parking areas.

1.10 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly condition.
- B. Collect and remove waste materials, debris, and rubbish from site weekly and dispose off-site.
- C. Clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.

1.11 DEWATERING

- A. Monitor and maintain pool excavation for hydrostatic pressure. Owner's existing underdrain dewatering system may be used in conjunction with other protective measures.
- B. Provide and maintain any additional protective measures necessary to prevent damage due to pool structure resulting from excess groundwater in pool excavation while pool is drained or during filling.

1.12 SECURITY

- A. Security Program:
 - 1. Protect Work from theft, vandalism, and unauthorized entry.
 - 2. Initiate program in coordination with Owner's existing security system at project mobilization.
 - 3. Maintain program throughout construction period until Owner acceptance precludes need for Contractor security.

1.13 DUST CONTROL

- A. Execute Work by methods to minimize raising dust from construction operations.
- B. Provide positive means to prevent air-borne dust from dispersing into adjacent areas of the building.
- C. Provide filtration on return air grilles to prevent dust from entering ductwork or plenums.

1.14 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.
- D. Restore site areas damaged or disturbed by construction to preconstruction condition including fine grading, seeding, sodding and mulching as applicable.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 60 00

PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Products.
- B. Product delivery requirements.
- C. Product storage and handling requirements.
- D. Product options.
- E. Product substitution procedures.

1.2 PRODUCTS

- A. Furnish products of qualified manufacturers suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by Contract Documents.
- C. Furnish interchangeable components from same manufacturer for components being replaced.

1.3 PRODUCT DELIVERY REQUIREMENTS

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store and protect products in accordance with manufacturers' instructions.
- B. Store with seals and labels intact and legible.
- C. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- D. For exterior storage of fabricated products, place on sloped supports above ground.
- E. Provide bonded off-site storage and protection when site does not permit on-site storage or protection.

- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- G. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- H. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.
- I. Products stored on the roof shall be distributed evenly over the roof area as to not overload structural capacities of load bearing members or components.

1.5 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of one of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with an “Or Equal” provision: Any Product meeting the quality standards or description. Pre-bid requests for approval of Products specified with an “or equal” provision will not be acknowledged. Acceptability of “or equal” Products will be determined by the Architect during the submittal process based upon the quality or suitability of the Product proposed.
- D. Products Specified by Naming One or More Manufacturers with Provision for Substitutions: Submit request for substitution for any manufacturer not named in accordance with the following article.

1.6 PRODUCT SUBSTITUTION PROCEDURES

- A. Instructions to Bidders specify time restrictions for submitting requests for Substitutions during bidding period to requirements specified in this section.
- B. Post-Bid Substitutions will only be considered when a product becomes unavailable through no fault of Contractor.
- C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- D. A request constitutes a representation that Bidder:
 - 1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
 - 2. Will provide same warranty for Substitution as for specified product.
 - 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension which may subsequently become apparent.
 - 5. Will reimburse Owner and/or Architect/Engineer for review or redesign services associated with re-approval by authorities having jurisdiction.

- E. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals, without separate written request, or when acceptance will require revision to Contract Documents.

PART 2 PRODUCTS – Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 70 00

EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Final cleaning.
- C. Demonstration and Instruction
- D. Project record documents.
- E. Operation and maintenance data.
- F. Manual for materials and finishes.
- G. Product warranties and product bonds.

1.2 CLOSEOUT PROCEDURES

- A. Submit certification that the work is Substantially Complete and Contractor's list of items to be completed to the Architect.
- B. Architect will inspect the work and will prepare a list of items to be corrected or completed for final acceptance of the work.
- C. Submit written certification that Contract Documents have been reviewed, and that Work is complete in accordance with Contract Documents and ready for Architect/Engineer's final review. Architect will visit the site and will verify that all items have been properly completed and/or corrected.
- D. Contractor shall reimburse the Owner for all re-inspection costs incurred as a result of Contractor's failure to complete and/or correct all items identified by the Architect. Charges to the Contractor shall be made at such times and in such amounts as the Architect invoices the Owner under the rate schedule in effect at the time of service. Such charges to the Contractor will be deducted from the Contractor's progress payment or final payment as applicable.
- E. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- F. Owner will occupy all of building as specified in Section 01 10 00 - Summary.

1.3 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
- B. Clean surfaces and equipment exposed to view.

1.4 DEMONSTRATION AND INSTRUCTIONS

- A. Instruct Owner's personnel in proper maintenance of finishes prior to date of final inspection.

1.5 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed Shop Drawings, Product Data, and Samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress, not less than weekly.
- E. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Field changes of dimension and detail.
 - 2. Details not on original Contract drawings.
- F. Submit documents to Architect/Engineer with claim for final Application for Payment.

1.6 OPERATION AND MAINTENANCE DATA – Not used.

1.7 MANUAL FOR MATERIALS AND FINISHES – Not used

1.8 PRODUCT WARRANTIES AND PRODUCT BONDS – Not used

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION