



Facilities and Operations

900 Union Avenue NE
Grand Rapids, MI 49503
616-819-3010

REQUEST FOR QUALIFICATIONS AND FEE PROPOSAL

ARCHITECTURAL AND ENGINEERING SERVICES

UNION HIGH SCHOOL
HARRISON PARK ACADEMY
CAMPUS ELEMENTARY

GRAND RAPIDS PUBLIC SCHOOLS

(May be Awarded Separately or Together at GRPS Discretion)

PART I – TECHNICAL QUALIFICATION
PART II – FEE PROPOSAL

Issued by:

The GRPS Ad Hoc Committee
Professional Service Contractor Selection

SUBMISSION DUE DATE:

October 22, 2026 11:00am

Issuing Office:
Grand Rapids Public School District
Office of Facilities Management & Planning

October 2, 2026

This is a Qualification Based Selection Process. Complete submission of information requested in this document is essential to the selection process. Failure to provide any of the information may result in submission not being considered for the award of a contract.

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GENERAL INFORMATION

UNION HIGH SCHOOL, 1800 Tremont Blvd. NW, Grand Rapids
HARRISON PARK ACADEMY, 1440 Davis Ave. NW, Grand Rapids
CAMPUS ELEMENTARY, 710 Benjamin Ave. SE, Grand Rapids

A. Purpose

The Grand Rapids Public Schools District (**GRPS**) seeks professional design expertise to execute its Building Improvement Plan. The Professional Service Contractor (**PSC**) selected to design the construction of UNION HIGH SCHOOL, HARRISON PARK ACADEMY & CAMPUS ELEMENTARY (**The Projects**), must provide the full range of architectural and engineering capabilities for the entire scope of work. Successful design and construction of our Projects may also require the use of specialists in civil engineering, landscape architecture, structural engineering, interior design, mechanical, plumbing and electrical engineering, acoustics, energy efficiency, security and technology. Implementing our Building Improvement Plan is a key component of the 2023 Bond Program “Reimagine GRPS with Us” and we seek the best consulting firms from our region to work collaboratively with our schools, communities, and administration.

To obtain the highest quality project within the time and budget allocations, GRPS will select a PSC for The Project through this Qualification-Based Selection (QBS) process. This selection process articulates the district goals, reflects our guiding principles and provides openness and consistency so that all qualified firms receive fair consideration. The remainder of this Request for Qualifications (RFQ) identifies specifics regarding The Project.

B. Project Scope

GRPS is issuing this RFQ in the process to obtain Architectural/Engineering design and production services for The Project. These renovations/additions are a continuation of the 2023 Bond Program “Reimagine GRPS with Us”. The overall GRPS goals for The Project include the following:

- To welcome and stimulate students, staff and visitors
- To provide flexibility in adapting to current educational and future needs
- To function as a 21st century School for GRPS and promote community use
- To maintain and enhance the district’s presence and character of the building in the neighborhood
- To balance long-term, short term and operational costs
- To promote environmental stewardship
- To maximize opportunities for local businesses and employment opportunities for Grand Rapids residents
- To meet specific schedule of completion and within construction budget targets

UNION HIGH SCHOOL (Westwood Middle move)

The Union High School currently serves grades 9 through 12 for GRPS and is located at 1800 Tremont Blvd. NW, in Grand Rapids. The building was constructed in 1964 with additions constructed in 1979 and has been renovated numerous times since and is currently 264,800sf.

The most recent scholar count for Union HS shows an enrollment of approximately 720 scholars in a building designed to accommodate more than 1,660. The district intends to relocate the current Westwood Middle School program and scholars, (grades 6 through 8, with enrollment of approximately 144 scholars) into the Union HS facility.

The renovation and improvement program is expected (to be confirmed) to include:

- Creation of separate entry point/administrative office space for the Middle School
- Parking and drop off points
- Classroom reconfigurations

Deferred Maintenance Items and other building upgrades will be determined based upon overall budget constraints:

- Miscellaneous sidewalk and pavement replacement, including the loading dock
- Site lighting replacement/upgrades
- Miscellaneous roof replacements
- Miscellaneous doors/frames/hardware and window replacement
- Miscellaneous flooring replacement
- Wall patching and painting
- HVAC and temperature controls
- Fire alarm and master clock system upgrades

This project will also include upgrades to the Football Field and Track:

- Re-grading and re-seeding of current athletic grass football field
- Irrigation improvements/replacement
- Track surfacing replacement (similar to OHHS)

The selected PSC will be asked to include working with District Academic and Facilities staff to develop and finalize the building program needs as a first step in this process.

Renovation of Union HS is expected in the summer of 2027 and Summer of 2028 and be completed, along with site improvements, for the beginning of the 2028-29 school year. The schedule may continue through the school year if “Proper Separation” is achieved with appropriate safety and security separations in place to allow for contractor and scholar access. If not, construction will take place over multiple summers.

Successful completion of the project includes completion of Punch List items, installation of technology, and staff training as required prior to Owner acceptance.

The District’s projected total program budget for this project is approximately six million nine hundred eighty-three thousand dollars (\$6,983,000). This budget is inclusive of all district costs for construction renovations, site improvements, demolition, professional fees, furniture, fixtures and equipment, etc.

The projected construction budget for this project is approximately five million three hundred twenty-five thousand dollars (\$5,325,000).

HARRISON PARK ACADEMY:

Harrison Park Academy currently serves scholars in grades Pre-K through 8 for GRPS and is located at 1440 Davis Avenue NW, in Grand Rapids. Current projection count is 677 scholars, with capacity for 1,345. The building was constructed in 1923, with a major renovation in 2006 and has been renovated numerous times since and is currently 172,739sf.

The district intends to make minor facility improvements at Harrison Park. The renovation and improvement program is expected to include:

- Cafeteria improvements
- Interior finishes, flooring replacement, painting
- Ceiling replacement
- HVAC replacement and controls (Boilers replaced 2025)
- Lighting and controls
- Playground replacements (TBD separate contract)

Deferred Maintenance Items and other building upgrades will be determined based upon overall budget constraints:

- Miscellaneous parking lot and sidewalk replacement
- Site lighting
- Miscellaneous roof replacement
- Masonry improvements
- Miscellaneous window replacement
- Fire alarm, paging and master clock system upgrades
- Gymnasium sound system
- Generator

Renovation of Harrison Park is expected in the summer of 2027 and Summer of 2028 and be completed, along with site improvements, for the beginning of the 2028-29 school year. The schedule may continue through the school year if “Proper Separation” is achieved with appropriate safety and security separations in place to allow for contractor and scholar access. If not, construction will take place over multiple summers.

Successful completion of the project includes completion of Punch List items, installation of technology, and staff training as required prior to Owner acceptance.

The District’s projected total program budget for this project is approximately eleven million six hundred forty-one thousand dollars (\$11,641,000). This budget is inclusive of all district costs for construction renovations, site improvements, demolition, professional fees, furniture, fixtures and equipment, etc.

The projected construction budget for this project is approximately seven million five hundred fifty thousand dollars (\$7,550,000).

CAMPUS ELEMENTARY:

Campus Elementary currently serves scholars in grades Pre-K through 5 for GRPS and is located at 710 Benjamin Avenue SE, in Grand Rapids. Current projection count is 217 scholars, with capacity for 475. The building was constructed in 1948, with a major renovation in 1994 and has been renovated numerous times since and is currently 48,767sf.

The district intends to make minor facility improvements at Campus. The renovation and improvement program is expected to include:

- Door and Window replacement
- Roofing replacement
- Minor interior reconfigurations, including separation of elementary building and ECC building
- Interior finishes, flooring replacement
- Masonry improvements
- HVAC and controls

Deferred Maintenance Items and other building upgrades will be determined based upon overall budget constraints:

- Miscellaneous sidewalk and south entry stair replacement
- Miscellaneous doors/frames/hardware replacement
- Ceiling and lighting replacement
- Toilet room upgrades
- Fire alarm system upgrades
- Playgrounds (New PreK equipment and surfacing; 5/12 new surfacing)

Renovation of Campus is expected in the Summer of 2028 and Summer of 2029 and be fully completed for the beginning of the 2029-30 school year.

Successful completion of the project includes completion of Punch List items, installation of technology, and staff training as required prior to Owner acceptance.

The District's projected total program budget for this project is approximately ten million nine hundred eighty-two thousand dollars (\$10,982,000). This budget is inclusive of all district costs for construction renovations, site improvements, demolition, professional fees, furniture, fixtures and equipment, etc.

The projected construction budget for this project is approximately eight million three hundred sixty-five thousand dollars (\$8,365,000).

ALL PROJECTS:

In addition to architecture and engineering design documentation, the scope of work for the PSC includes, but is not limited to, meeting with committees and administrators and overseeing community townhall meetings during the design phase, assisting with maintaining and updating public information regarding the design and construction progress on the District website, attending construction progress meetings, and issuing regular site visits progress reports. The PSC will also be responsible for providing two opinions of probable construction cost at the completion of the SD and DD phases of the construction documents development. These opinions of probable construction cost must be completed by a 3rd party that is knowledgeable of current construction practices and costs in our region and will be reconciled with the cost estimates developed by our Construction Manager.

The PSC is to issue (2) half-size documents at every review stage and (1) half-size, (1) full size and (1) full project manual documents at the construction stage.

The Projects will be constructed under a Construction Manager as Constructor (CMc) agreement, the selection process for which will immediately follow the selection of the PSC firm. The PSC firm will be required to work closely with the CMc during the planning/design phases and to oversee the construction of the project and timely completion. The PSC must provide the CMc progress drawings and specifications on a bi-weekly basis for the CMc to complete and update their cost control work.

If the PSC does not follow the GRPS Design Standards, the **PSC will pay for any and all changes and product costs.**

C. Issuing Office

This RFQ has been issued by the GRPS Department of Facilities Management & Planning, hereinafter referred to as the Issuing Office. The Director of this department and point of contact for this Request for Qualifications is:

Dale Cammenga
Director of Facilities Design and Construction
Grand Rapids Public Schools Service Building
900 Union Avenue NE
Grand Rapids, Michigan 49503
cammengad@grps.org

D. Contract Award

Contract award will be undertaken by GRPS with the Professional(s) whose qualifications and fee proposal the issuing office determines to be in the District's best interest. AIA Document B133-Modified will be the basis of this agreement. A draft version of the district's

model contract is attached as Appendix “E”. Respondents must confirm their compliance with the terms of this agreement in Section 2.2 of the **Part II – Fee Proposal**. Any and all specific exceptions and/or requested modifications must be submitted with **Part I** submission and will be considered part of the submission evaluation and GRPS will evaluate such modifications relative to its interest and consistency with the project goals.

E. Submission Requirements

You are requested to submit a concise, written qualifications and proposal of services in the format, sequence, and in accordance with the directions outlined in the **REQUEST FOR QUALIFICATIONS – Part I & FEE PROPOSAL – Part II**.

The submission requirements are:

- Five (5) copies of Part I – Technical Qualifications, in a sealed, labeled envelope.
- Two (2) copies of Part II – Fee Proposal, in a separate sealed, labeled envelope.
- Mail or hand deliver to:
Grand Rapids Public Schools Service Building
900 Union Avenue NE
Grand Rapids, Michigan 49503
Attention: Dale Cammenga, Director of Design & Construction
- In addition to hard copies, provide an electronic copy of the **Part I** submission to cammengad@grps.org.
- Qualifications submission is due no later than noted in Appendix “A”.

Your submission should be prepared simply and economically, providing a straightforward comprehensive description of the professional’s ability to meet the requirements of the request. Submissions must be signed by an official authorized to bind the professional to its provisions. Submissions shall also include all GRPS forms (signed and notarized).

Your submission will be considered a contract document. Submissions must remain valid for a minimum of sixty [60] days.

F. Selection Criteria

GRPS will use a three-step Qualification based selection process to select a PSC(s) for The Projects. The first step of this process will be an objective evaluation of all the **Part I – Technical Qualifications** submissions which meet the submission requirements identified in Section E – Submission Requirements. An Ad Hoc selection committee comprised of GRPS facility and business administrators will evaluate the submissions. The committee’s criteria for evaluating the Qualifications Submissions to include, but not limited to:

1. Clarity of project management approach and related cost/budget and schedule controls
2. Experience with similar projects, for similar clients, with similar contractual relationships
3. Qualifications and experiences of key individuals
4. Logistics plan of consultant team and CMC, including daily communications, method, proximity to site, etc.
5. Availability of resources for this project
6. Client and contractor references
7. Contract exceptions and requested changes to it

The Ad Hoc committee will develop a short-list of firms to move to the second step, the interview phase. GRPS expects no less than two and no more than three firms to be recommended for this phase. Firms will be notified no less than one week prior to the start of interviews.

For the interview phase, the Ad Hoc Selection committee will expand to include representatives from District. PSC(s) selected to interview for The Projects are expected to bring the key personnel proposed for this project. The interview format may consist of a brief and specific presentation by each firm on their approach to The Projects. The presentations will be followed by questions from the Ad Hoc committee. In the interview phase, the committee will evaluate the PSC(s) on their commitment to the project goals and their communication skills. The committee will reach consensus on the rank order of firms at the conclusion of all interviews.

The third phase of the selection process is the review of **Part II – Fee Proposal**. Fee proposals will not be opened prior to conclusion of the interview phase. Fee proposals for interviewed firms will be evaluated and scored based on their compatibility with the goals of The Projects, consistency with the project approach, alignment with industry standards and the PSC(s) qualifications identified in **Part I - Technical Qualifications**. Any requested changes to the draft contract will be considered in this evaluation.

The relative weights for the items considered for selection of a PSC for this project are as follows:

Part I – Technical Qualifications	55%
Team Interview	35%
Part II – Fee Proposal	10%

At the conclusion of the third phase, the Ad Hoc committee will recommend the selection of the highest scoring firm, deemed to be the most qualified for The Projects. This recommendation will be forwarded to the GRPS Administration for presentation and award by the Board of Education.

G. Rejection of Submissions

GRPS reserves the right to reject any and all submissions, in whole or in part, received as a result of this Request for Qualifications and Fee Proposal.

H. Incurring Costs

GRPS is not liable for any cost incurred by the professional prior to issuance of a contract.

I. Inquiries

Questions that arise as a result of this Request for Qualifications must be submitted in writing to the Office of Facilities Management & Planning, attention Director of Design and Construction. RFI form has been included in Appendix “F”. Refer to Appendix “A” for the last date to submit questions.

Firms must not attempt to contact members of the Ad Hoc committee, GRPS Administration or its Board of Education.

J. Addenda to the Request for Qualifications

In the event that it becomes necessary to amend any part of this Request for Qualifications, addenda will be provided via email to all firms who receive the Request for Qualifications.

K. Pre-Submission Meeting

Voluntary Pre-Submission Meeting to be held at each of The Projects sites per Appendix “A”:
UNION HIGH SCHOOL, 1800 Tremont Blvd. NW, Grand Rapids – 8:30am (door A)
HARRISON PARK ACADEMY, 1440 Davis Ave. NW, Grand Rapids – 10:00am (door A)
CAMPUS ELEMENTARY, 710 Benjamin Ave. SE, Grand Rapids – 1:00pm (door A)

L. Response Date

To be considered, submissions must arrive at the Grand Rapids Public Schools Service Building, 900 Union Avenue NE, Grand Rapids, Michigan 49503 on or before date and time noted per project schedule in Appendix “A”. Late submissions will not be reviewed.

M. Prime Professional Service Contract Responsibilities

The PSC shall be required to assume responsibility for all services offered in the submission whether or not they possess them within their organization, and all support services necessary to provide a full and complete built project. Further, Grand Rapids Public Schools District will consider the professional to be the sole point of contact with regard to contractual matters, including payment for any and all charges resulting from the contract.

PART I TECHNICAL QUALIFICATIONS

[Submissions must be submitted in the format outlined below]

1.1 **Executive Summary – One [1] page maximum**

Summarize your strong points and describe how your experience will benefit the Grand Rapids Public School District's Projects.

1.2 **Business Organization ~ One [1] page maximum**

State the full name and address of the organization and, if applicable, the branch office, consultants, or other subordinate elements that will provide or assist in providing the service.

Indicate whether you operate as an individual, partnership, or corporation; if as a corporation, include the state in which you are incorporated. State the names of the principals of your firm who are licensed to practice in the State of Michigan.

1.3 **Statement of the Problem – Two [2] pages maximum**

State in succinct terms your understanding of the major issues of The Projects. Briefly describe your firm's intended process to address the main issues of The Projects. Identify specifically how your firm will meet The Projects goals and GRPS expectations.

1.4 **Work Plan ~Two (2) pages maximum**

Include a time-related chart, show events, tasks, and decision points in your work plan. Discuss how The Projects organization will be coordinated and how you intend to interface with the Grand Rapids Public School District.

1.5 **Manpower ~ No page limit**

The professional must be able to staff a project team with the qualifications and expertise necessary to undertake a project of this scope. Include the number of executives and professional personnel by skill and qualification that will be employed in the work. Describe their role in the project. Identify key participants, including major consultants, with name, resumes, qualifications and relevant experience. You must indicate a percentage of time which each key participant will allocate to this project and coordinate this information with your fee proposal. Include a list of their current project responsibilities and the dates that they will be available to begin work on this project. Resumes of qualifications for key individuals must be provided. Include a brief description of three [3] major projects in which each individual has been instrumental. [These may be projects completed for other firms but be certain to identify the firm]. **Maximum One [1] page per individual.**

1.6 **Diversity and Inclusion Practice / Program – No page limit**

Describe your firm's efforts to promote participation of MBE/WBE/Disadvantaged Members of your project team. Share your firm's Diversity and Inclusion plan and indicate your methods to seek disadvantaged firm's participation in the construction of our projects. Indicate the average percentage participation of such firms in the 5 example projects presented in your proposal.

1.7 **Methods – No page limit**

Describe pertinent methods for project coordination, cost control, scheduling, and verification of constructability. Provide specific information on five (5) recently completed projects of at least the scale of this project including scope, schedule and key contact person from your firm and the project owner.

1.8 Interface with Contractor – No page limit

Describe your preferred method of interface with contractor[s] and construction administration. For the five examples provided in Section 1.7 Methods, indicate the pre-construction estimate, contractor's initial pricing, change orders, type of owner/contractor agreement and contractor references for each project.

1.9 Additional Information and Comments – Two (2) Pages Maximum

Include any other information that is believed to be pertinent but not specifically asked for elsewhere. Responses to this RFQ must not include any reference to the PSC's costs or proposed fees for this work.

1.10 References

Provide a minimum of five (5) references in addition to those project references required above. These references may include any combination of clients, contractors, financiers, etc. Provide phone number(s) and address for each reference.

1.11 Forms

Provide all the required signed and notarized forms included in Appendix "F".

1.12 Contract Exceptions and Requested Modifications

PSC candidate shall review the sample contract provided in Appendix "E".
Provide a list of exceptions and/or modifications to the contract in the **Part I** submission, which will be reviewed by the selection committee.

PART II FEE PROPOSAL

[Proposals must be submitted in the format outlined below]

2.1 Submission Requirements – Fee Proposal (separate sealed envelope)

You are requested to submit a lump sum fee to include all services required for the scope of work as defined in this RFQ, for the scope of work described above. Your fee proposal is to be broken down by work phases and must also reflect and include detail for all expected reimbursable charges. Provide the billable hourly rates for your team members assigned to our project.

Your services are to include pre-design services to assist GRPS in making necessary adjustments to the program scope as needed, working closely with District Academic and Facilities staff in order to meet the program budget.

Your firm will be working closely with the Construction Manager CMc retained by GRPS. Close collaboration between your firm and the CMc is expected on a weekly basis for the duration of the design and construction phases.

2.2 Rate Schedule & Reimbursable Expenses

List the hourly rates for each person identified in the Technical proposal and for any additional project staff, both inside your firm and consultants proposed for this project.

List expected allowable reimbursable expenses, by type for The Project.

2.3 Fee Proposal

In the format below, identify your total staff hours and associated cost for each phase for each of The Projects. Include in separate columns the cost of your consultants/subcontractors and estimate of allowed reimbursable expenses.

Submit the Design Fee Proposal Form along with individual cost sheets.

2.4 Model Contract Compliance / Exceptions

Note your acceptance of the terms of the draft contract in Appendix “F” or list any specific modifications to these terms. These are to be submitted with the PART I submission. GRPS reserves the right to refuse and may or may not consider modifying its base contract in accordance with its policies and the goals of The Projects.

2.5 Additional Information and Comments

Include any other information that is believed to be pertinent but not specifically asked for elsewhere.

Project Name_____					
Project Phase	*Hours	Staff Cost	Consultant/ Subcontract or Cost	Total Fee (by Phase)	Reimbursable Expense Estimate
Pre-Design / Program Assistance		\$	\$	\$	\$
Schematic Design		\$	\$	\$	\$
Design Development		\$	\$	\$	\$
Contract Documents		\$	\$	\$	\$
Bidding & Award		\$	\$	\$	\$
Construction Administration		\$	\$	\$	\$
Subtotal		\$	\$	\$	\$
Other** (Specify)		\$	\$	\$	\$
		\$	\$	\$	\$
Project Total		\$	\$	\$	\$

Submit sheet for each project.

*** PSC** to include ALL hours needed to meet GRPS deadlines. No additional fees will be approved to meet deadlines.

**** PSC** shall provide an allowance to include site surveying services, soil boring work, cost estimating, etc., needed for the development of the project documents. These are to be hired by the PSC and can be submitted as an approved reimbursement.

DESIGN FEE PROPOSAL FORM

Firm's Full Name: _____

Address: _____

City, State, Zip: _____

Telephone: _____

E-Mail: _____

OFFER

- A. Having examined the place of the Work and all matters referred to in the Request for Qualifications prepared by the Owner for the Project, we, the undersigned, hereby offer to enter into a Contract to perform the Work at each project for the lump sum price of:

Union High School Project Base Fee:

dollars (\$_____), in lawful money of the United States of America.

Harrison Park Academy Project Base Fee:

dollars (\$_____), in lawful money of the United States of America.

Campus Elementary Project Base Fee:

dollars (\$_____), in lawful money of the United States of America.

ADDENDA

- A. We acknowledge receipt of the following Addenda. These addenda have been evaluated and their effect on the cost of the Work has been incorporated into the base bid entered above.

Addendum # _____ Dated _____

Addendum # _____ Dated _____

ACKNOWLEDGEMENTS

The Firm acknowledges:

- a.** That this proposal was developed without any collusion, undertaking, or agreement, either directly or indirectly, with any other firms.
- b.** That this proposal shall not be withdrawn for a period of 60 calendar days after the date on which proposals were opened.
- c.** That all work will be complete on or before the Final Completion date(s) identified in the RFQ documents.
- d.** That the following documents, identified in Instructions in the RFQ, have been completed and are attached to this Proposal Form:
 - 1. DTMB Demographics, Statistics and Certification
 - 2. DTMB Certification of a Michigan-Based Business
 - 3. Sworn Statement of Familial Relationship
 - 4. Iran Business Relationship Affidavit
 - 5. Criminal Background Affidavit
 - 6. Non-Collusive Affidavit
 - 7. Debarment and Suspension Certification

SIGNATURE(S)

AUTHORIZED CORPORATE OFFICER

Signature

Printed Name

Title

Date

APPENDIX “A”

UNION HIGH SCHOOL ~ Preliminary Project Schedule¹

October 2, 2026	Request for Qualifications distributed
October 19, 2026	Pre-Submission Meeting – Locations per Gen. Info. – Line K
October 20, 2026	Last RFI's Due
<u>October 22, 2026 11:00am</u>	Submissions Due
October 28, 2026	Short-List Determination
November 5, 2026	Professional Services Interviews
November 13, 2026	Recommendation to Finance Committee
December 14, 2026	Board of Education Approval – AE & CM Professional Services
December 17, 2026	Project Programing Review Session
January 8, 2027	Schematic Design Approval
February 5, 2027	Design Development Approval
March 1, 2027	Construction Document Approval
March 3-24, 2027	Bidding Period
April 2-9, 2027	Post Bid Interviews – GMP Recommendation
April 14, 2027	Recommendation to Finance Committee
May 10, 2027	Board of Education Approval ~ Construction
June 7, 2027	Construction Begins – Phase I
June 5, 2028	Construction Begins – Phase II
August 1, 2027	Construction Completed – Phase I
August 1, 2028	Construction Completed – Phase II
August 4, 2028	Owner Occupancy
October 1, 2028	Closeout Documentation Completed

¹ This schedule is provided as an overview of the project and is subject to change as the district's needs change or through negotiation with the successful professional(s).

HARRISON PARK ~ Preliminary Project Schedule²

October 2, 2026	Request for Qualifications distributed
October 19, 2026	Pre-Submission Meeting – Locations per Gen. Info. – Line K
October 20, 2026	Last RFI's Due
<u>October 22, 2026 11:00am</u>	Submissions Due
October 28, 2026	Short-List Determination
November 5, 2026	Professional Services Interviews
November 13, 2026	Recommendation to Finance Committee
December 14, 2026	Board of Education Approval – AE & CM Professional Services
December 17, 2026	Project Programing Review Session
January 8, 2027	Schematic Design Approval
February 5, 2027	Design Development Approval
March 1, 2027	Construction Document Approval
March 3-24, 2027	Bidding Period
April 2, 2027	Post Bid Interviews – GMP Recommendation
April 13, 2027	Recommendation to Finance Committee
May 10, 2027	Board of Education Approval ~ Construction
June 7, 2027	Construction Begins – Phase I
June 5, 2028	Construction Begins – Phase II
August 1, 2027	Construction Completed – Phase I
August 1, 2028	Construction Completed – Phase II
August 4, 2028	Owner Occupancy
October 1, 2028	Closeout Documentation Completed

² This schedule is provided as an overview of the project and is subject to change as the district's needs change or through negotiation with the successful professional(s).

CAMPUS ELEMENTARY ~ Preliminary Project Schedule³

October 2, 2026	Request for Qualifications distributed
October 19, 2026	Pre-Submission Meeting – Locations per Gen. Info. – Line K
October 20, 2026	Last RFI's Due
<u>October 22, 2026 11:00am</u>	Submissions Due
October 28, 2026	Short-List Determination
November 5, 2026	Professional Services Interviews
November 13, 2026	Recommendation to Finance Committee
December 14, 2026	Board of Education Approval – AE & CM Professional Services
May, 2027	Project Programing Review Session
August, 2027	Schematic Design Approval
October, 2027	Design Development Approval
November, 2027	Construction Document Approval
Nov/Dec, 2027	Bidding Period
January 3-7, 2028	Post Bid Interviews – GMP Recommendation
January 12, 2028	Recommendation to Finance Committee
February 14, 2028	Board of Education Approval ~ Construction
June, 2028	Construction Begins – Phase I
June, 2029	Construction Begins – Phase II
August 1, 2028	Construction Completed – Phase I
August 1, 2029	Construction Completed – Phase II
August 4, 2029	Owner Occupancy
October 1, 2029	Closeout Documentation Completed

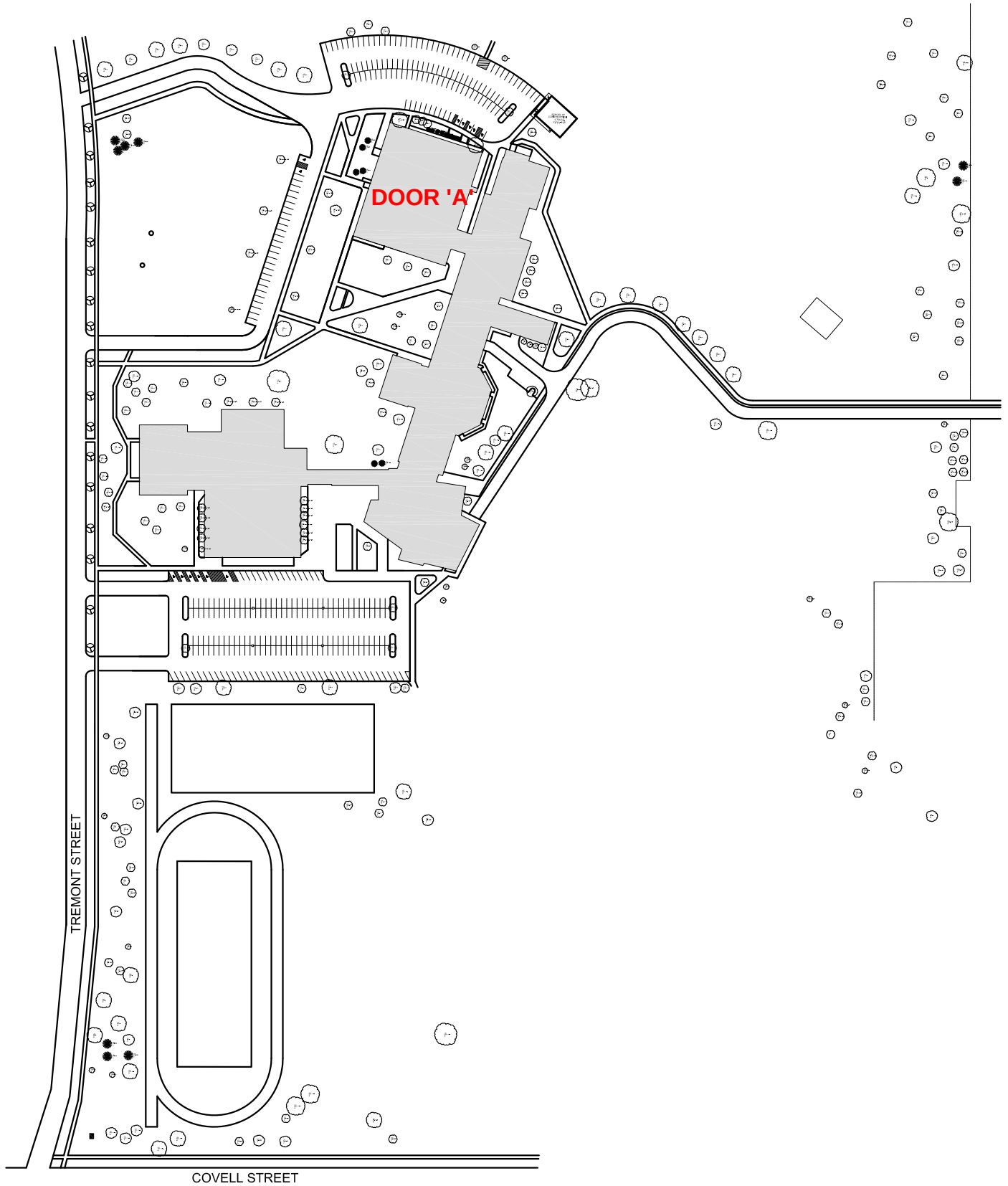
³ This schedule is provided as an overview of the project and is subject to change as the district's needs change or through negotiation with the successful professional(s).

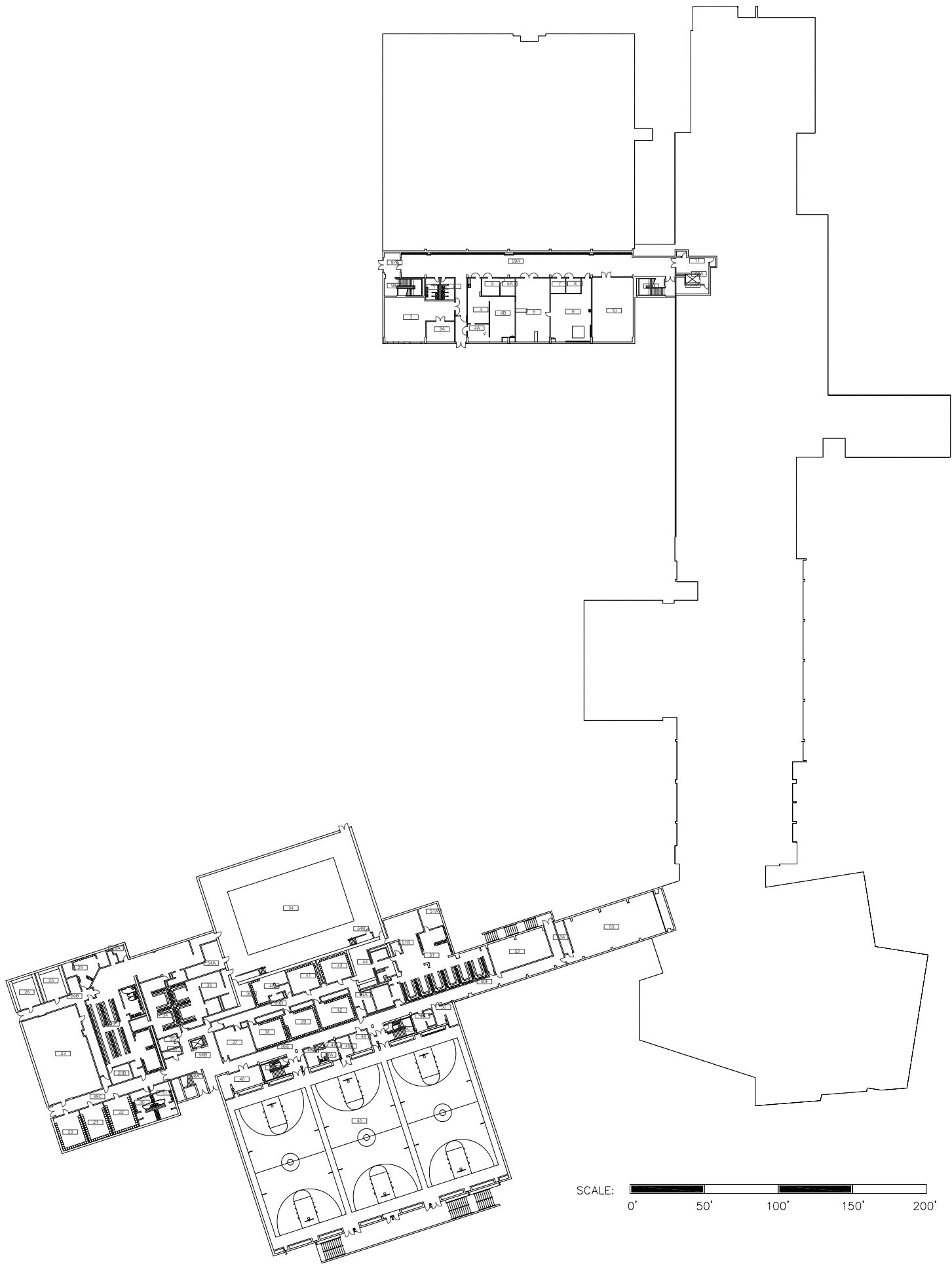
APPENDIX “B”

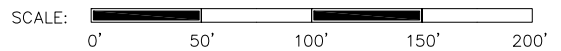
The Project ~ Existing Site and Floor Plans

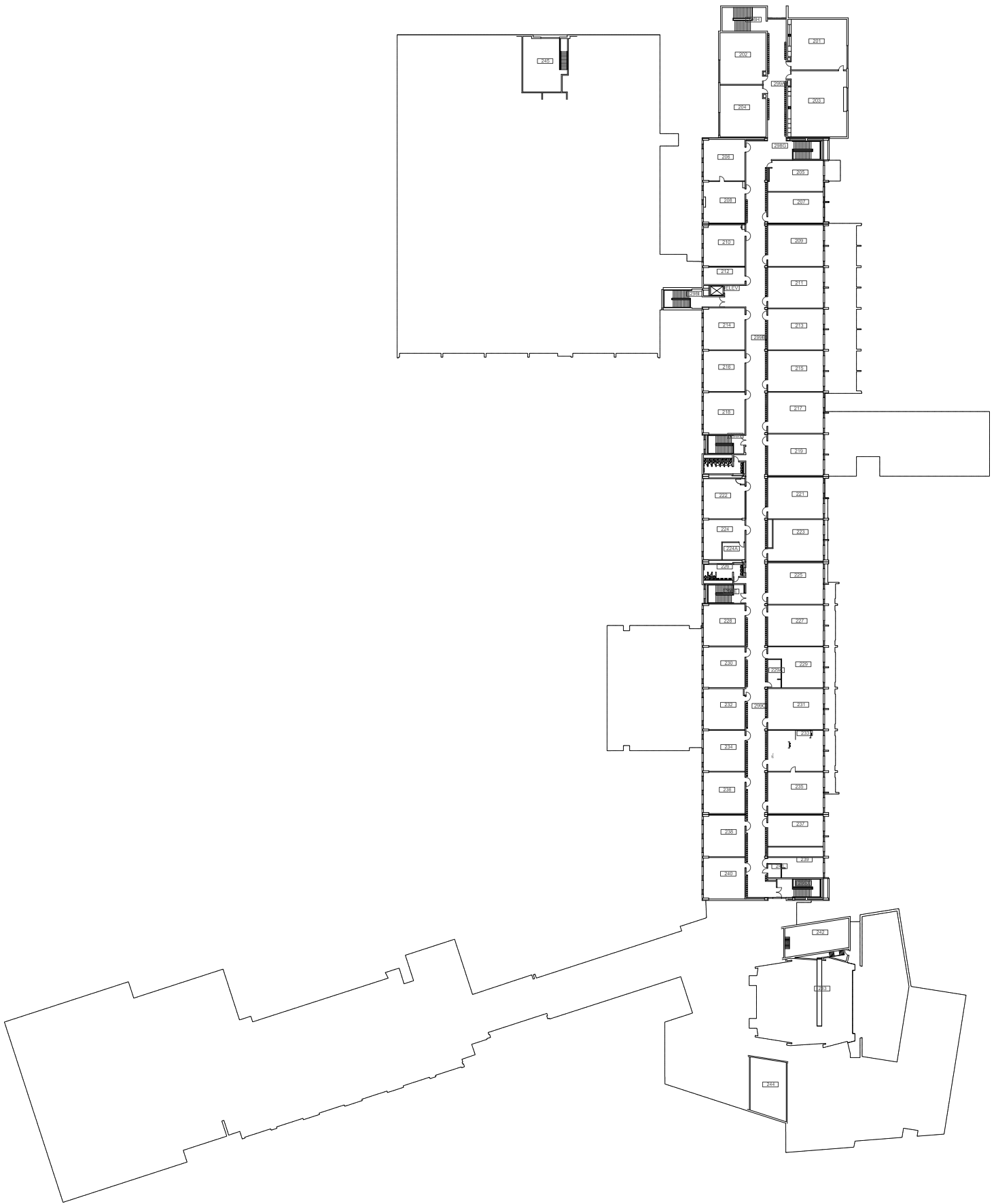
Union High School





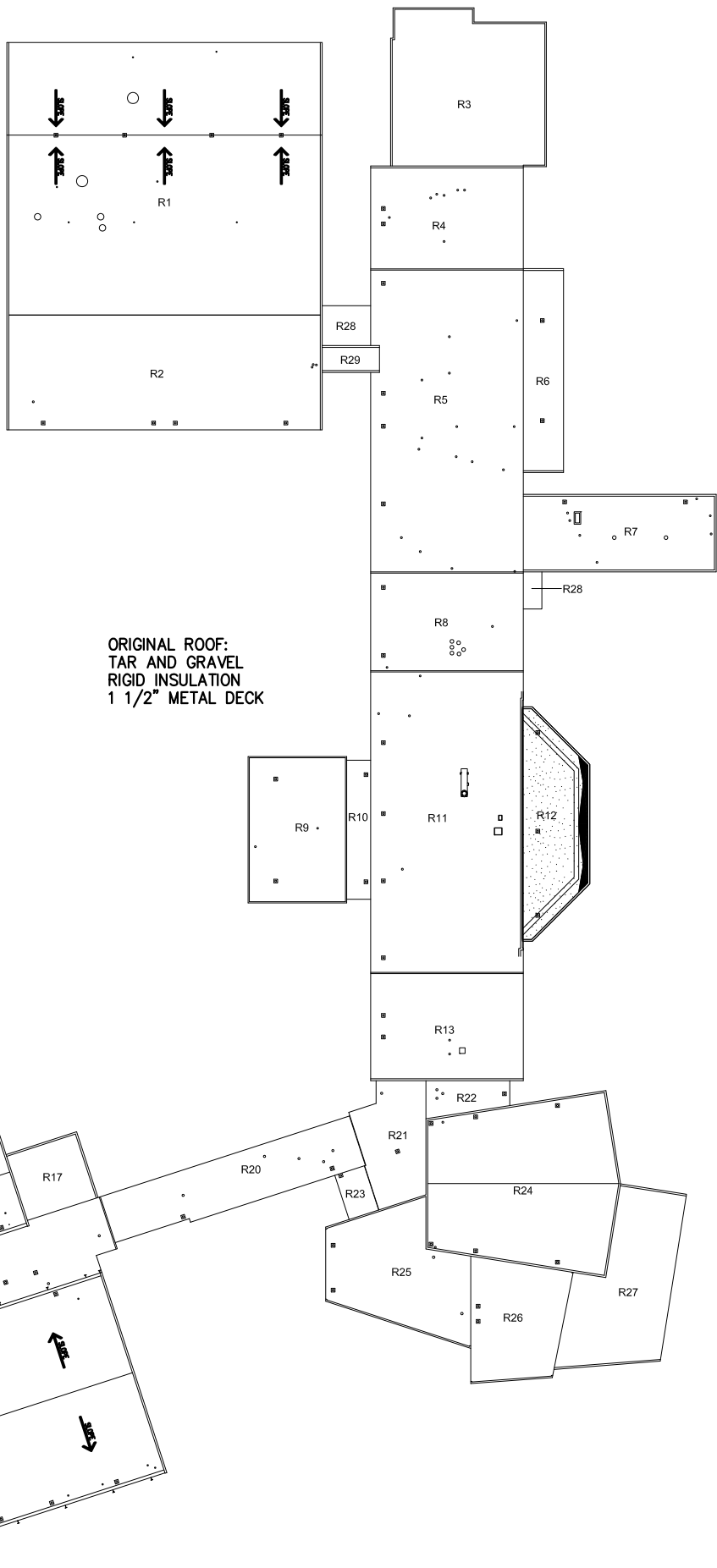






SCALE: 0' 50' 100' 150' 200'





ORIGINAL ROOF:
TAR AND GRAVEL
RIGID INSULATION
1 1/2" METAL DECK

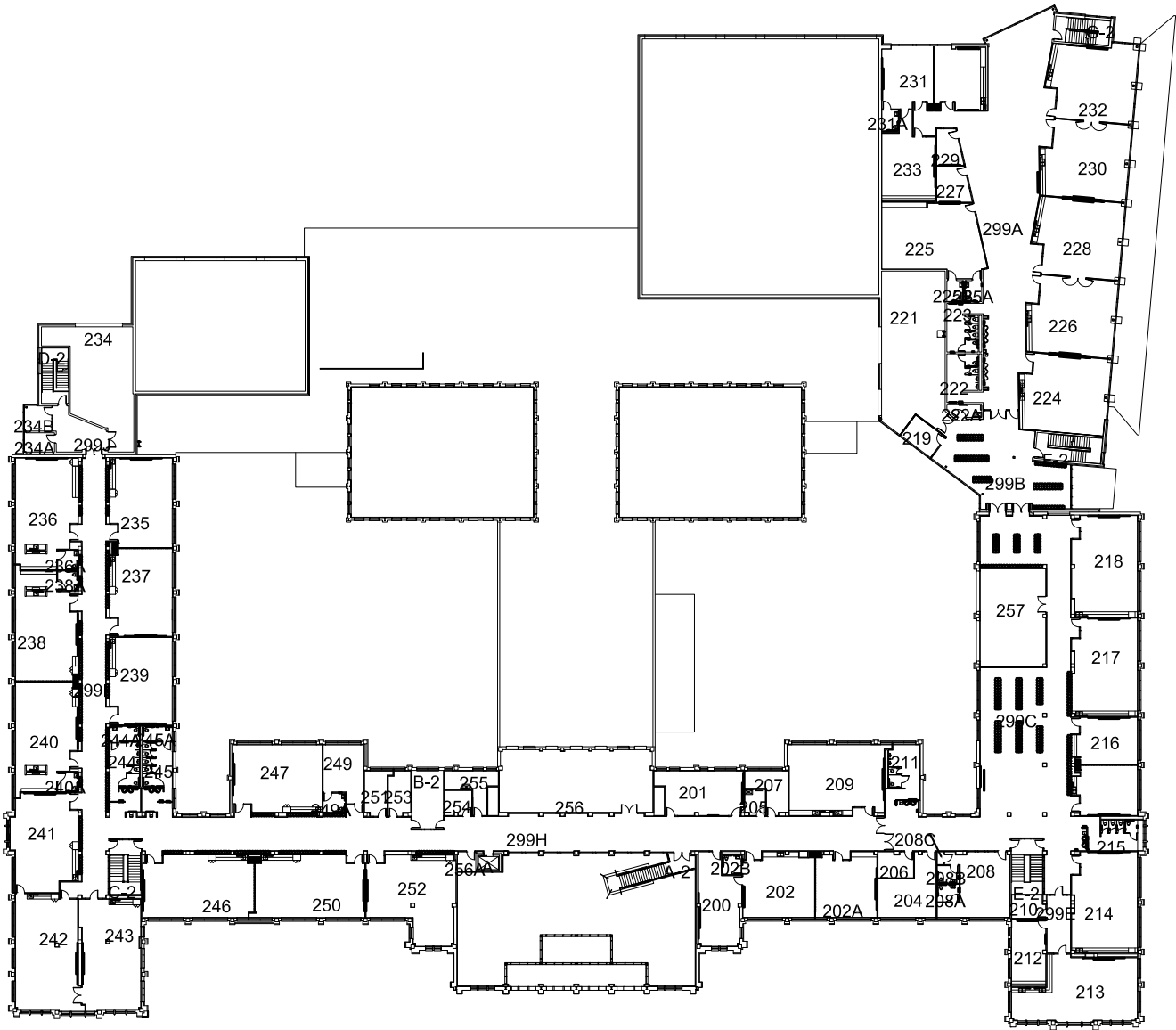


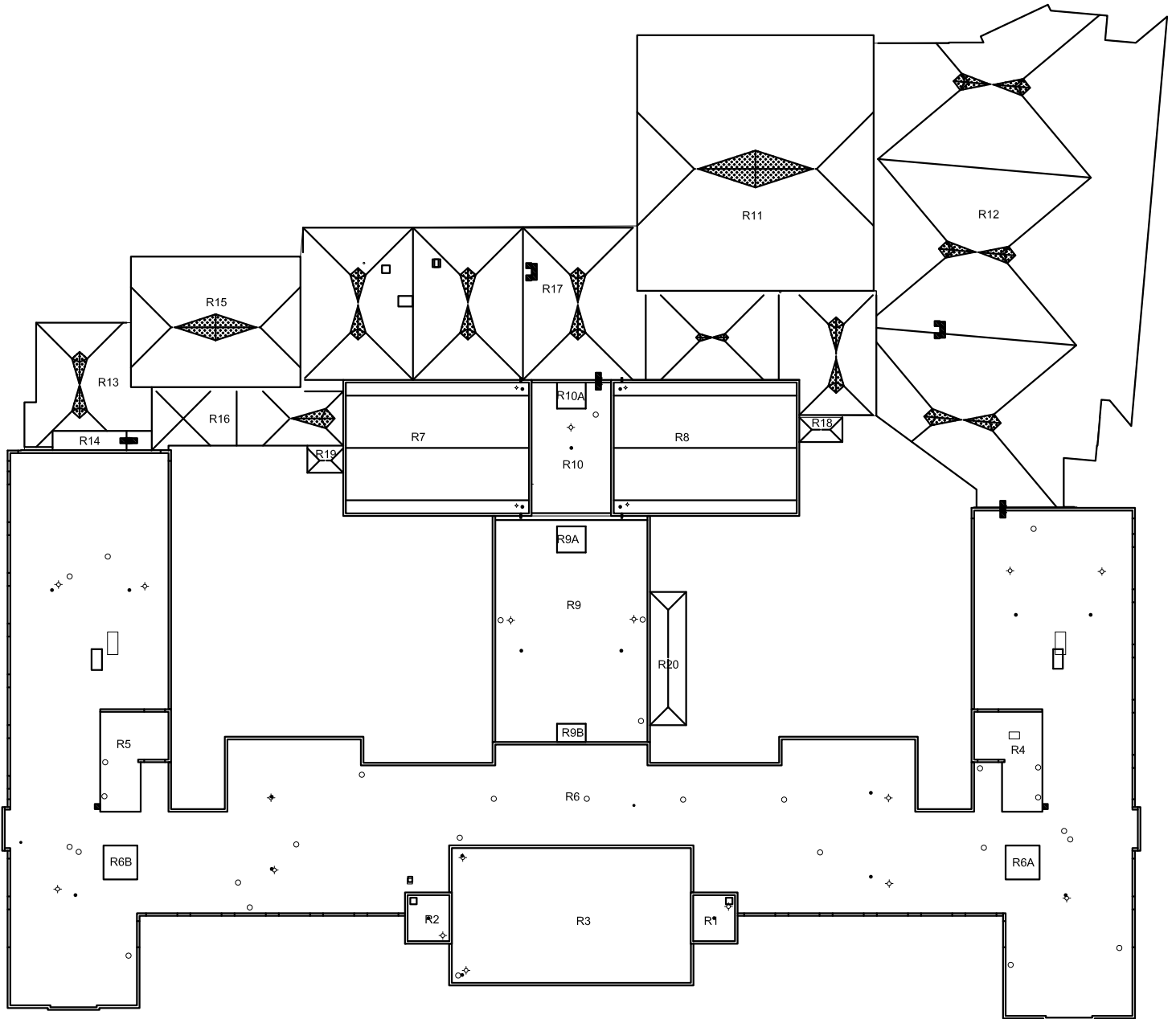
Harrison Park



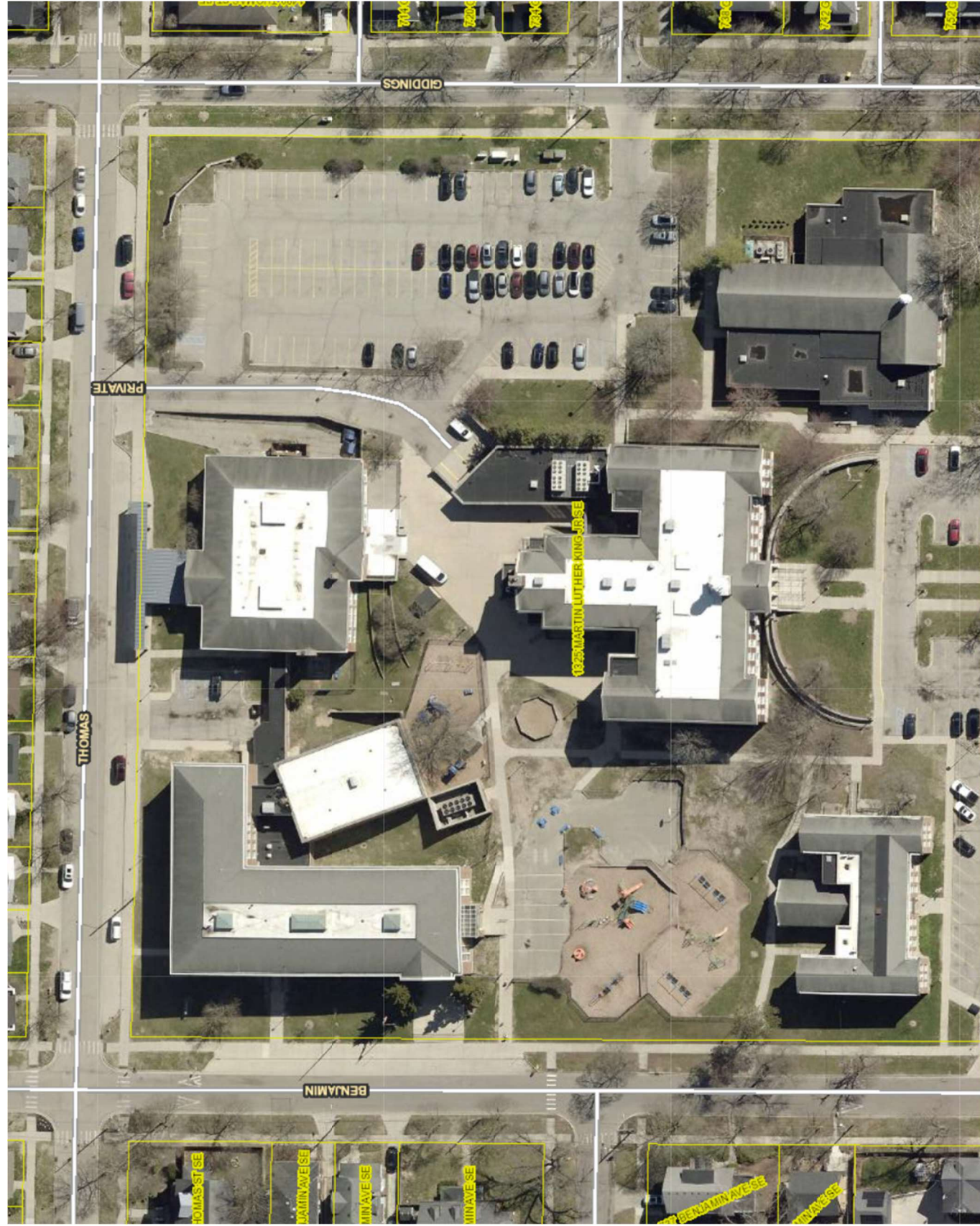


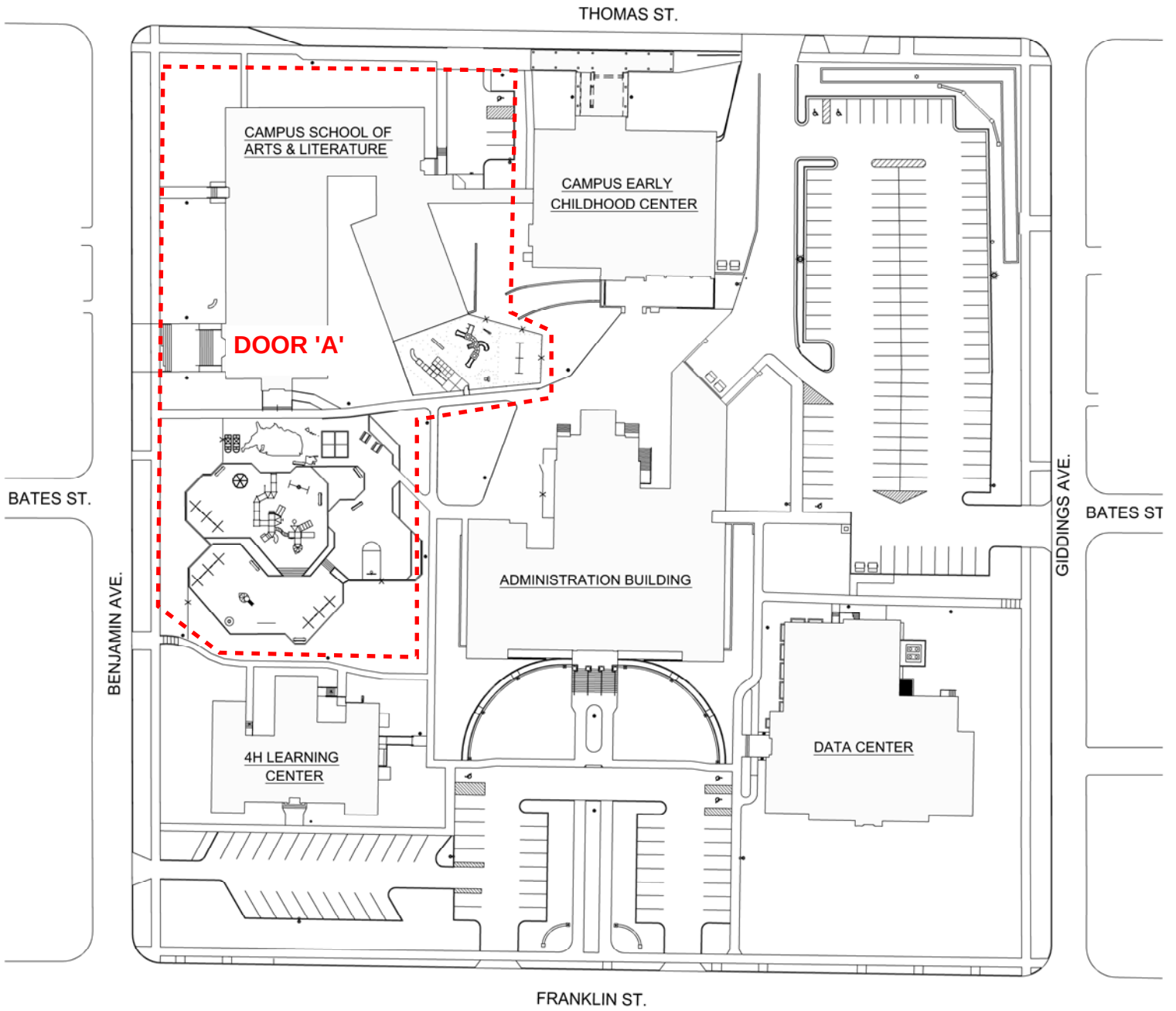






An aerial photograph of the Benjamin Franklin School campus. The main building is a large, multi-winged structure with a grey roof and white walls. To the left of the main building is a large, rectangular building with a white roof. In the center of the campus is a playground with a brown sand area and colorful equipment. To the right of the main building is a smaller building with a grey roof. A large parking lot with several cars is located to the left of the main building. The campus is bordered by Thomas Street to the west, Benjamin Street to the south, and Giddings Street to the east. The surrounding area includes residential streets and other buildings.





■ Date: _____
 ■ Drawn By: MAB

■ Project # _____
 ■ DWG File #: _____

Traffic Control Diagram

Franklin Campus

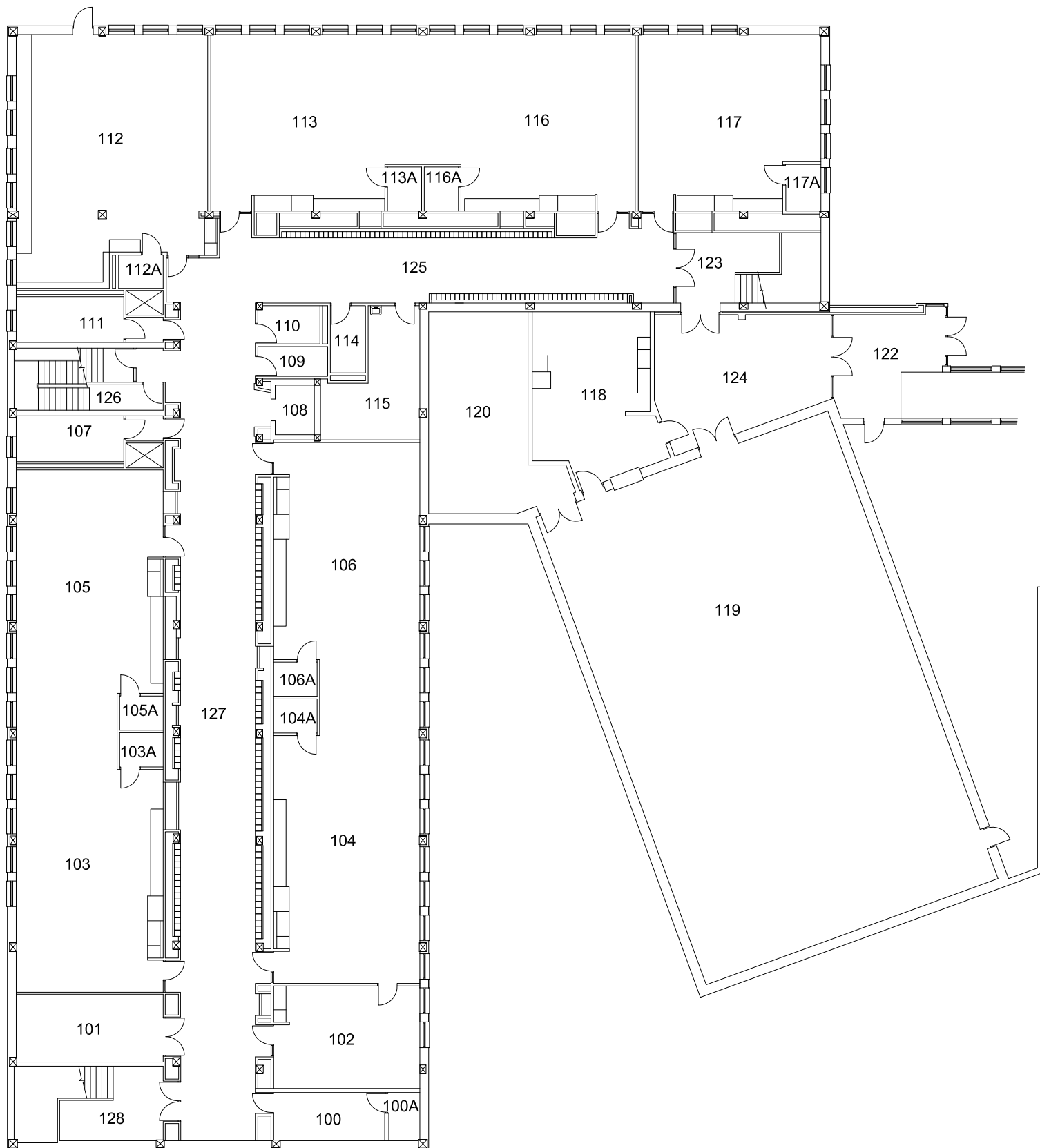
■ Do not scale drawings. Use dimensions shown

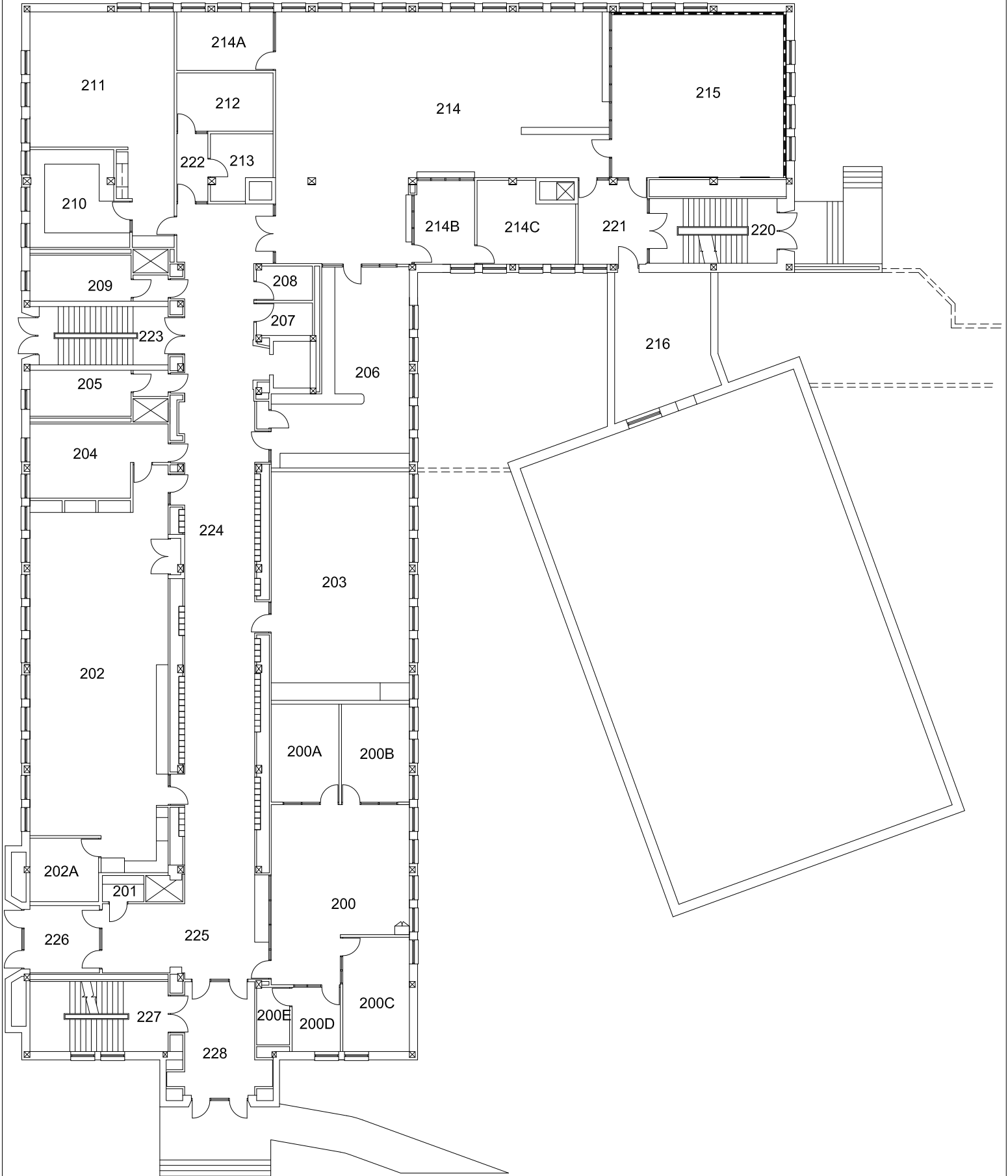


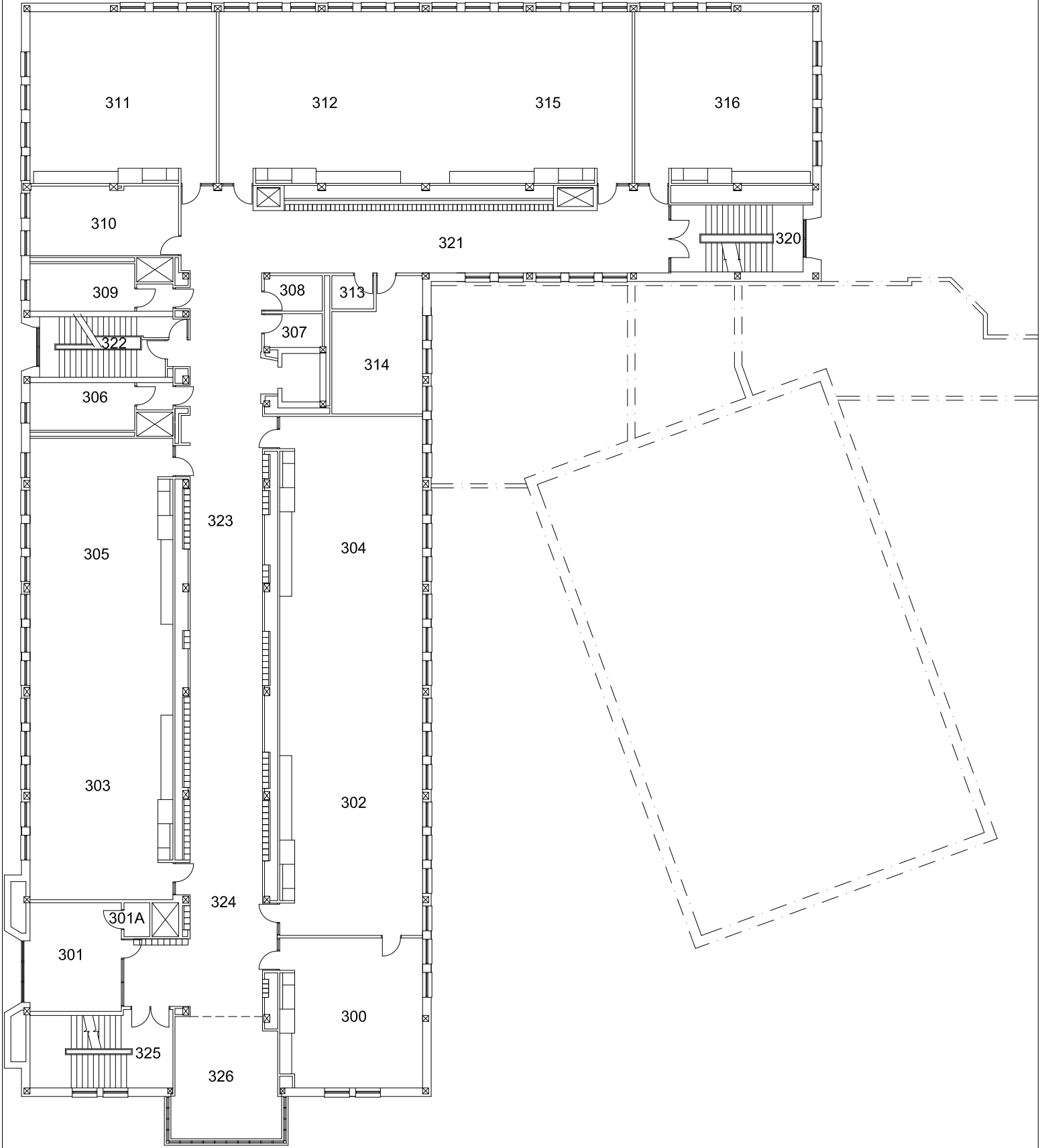
**Grand Rapids
Public Schools**

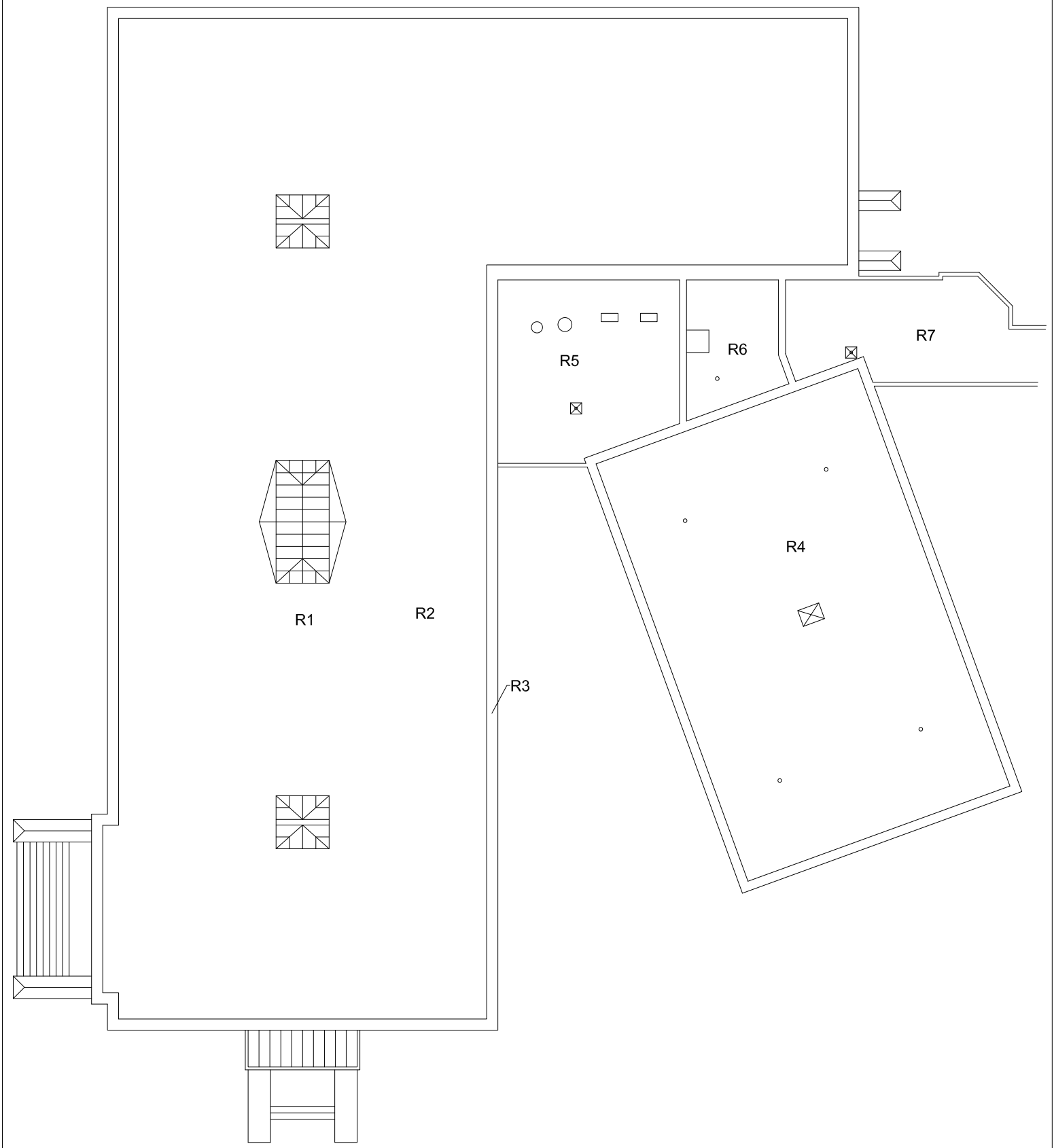
FACILITIES MANAGEMENT DIVISION

SERVICE BUILDING
900 UNION AVE NE
GRAND RAPIDS, MI 49503
PH. (616) 771-3010
FAX (616) 771-3012









APPENDIX “C”

Project Insurance Requirements (VALIDATE RATES ARE CURRENT)

The Grand Rapids Public School District must be named as additional insured by endorsement to the Comprehensive General Liability Policy. Certificates of insurance evidence that the consultant has secured all the foregoing insurance must be provided to the Grand Rapids Public School District. A minimum of thirty [30] day notice to the GRPS prior to the cancellation of, or change in, any such insurance shall be endorsed on each policy and noted on each certificate.

The following language shall be indicated on all certificates of insurance:

“The Grand Rapids Public School District, its elected or appointed officials, employees and volunteers are included as insured with regards to damages and defense of claims arising from: (a) activities performed by or on behalf of the named insured. (b) products and completed operations or the named insured, or (c) premise owned, leased, or used by the named insured”.

Please review the following pages for project insurance guidelines.

Guidelines for Design Professionals Insurance Limits

Limits Required ⁽¹⁾

Professional Liability ⁽²⁾	Projects ≤ \$5M	Projects >\$5M ≤ \$20M	Projects >\$20M ≤ \$50M
Each Claim Made	\$1,000,000	\$2,000,000	\$3,000,000
Aggregate	\$1,000,000	\$3,000,000	\$4,000,000
Commercial General Liability ^{(3) (4) (7) (8)}			
General Aggregate	\$1,000,000	\$2,000,000	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000	\$2,000,000	\$2,000,000
Each Occurrence Limit	\$1,000,000	\$1,000,000	\$1,000,000
Personal/Advertising Injury	\$1,000,000	\$1,000,000	\$1,000,000
Automobile Liability ⁽⁵⁾			
Bodily Injury/Property Damage (Each Accident)	\$1,000,000	\$1,000,000	\$1,000,000
Workers' Compensation ⁽⁶⁾			
Coverage A (Workers' Compensation)	Statutory	Statutory	Statutory
Coverage B (Employers Liability)			
Per Accident	\$1,000,000	\$1,000,000	\$1,000,000
Per Disease Policy Limit	\$1,000,000	\$1,000,000	\$1,000,000
Per Disease per Employee	\$1,000,000	\$1,000,000	\$1,000,000
Umbrella Liability			
Each Occurrence Limit	\$1,000,000	\$1,000,000	\$1,000,000
General Aggregate Limit	\$1,000,000	\$1,000,000	\$1,000,000
Products/Completed Operations Aggregate ⁽³⁾	\$1,000,000	\$1,000,000	\$1,000,000

Communications concerning this matter, including this email and any attachments, may have been provided for purposes of insurance/risk management consulting. Opinions and advice provided by Gallagher are not intended to be, and should not be construed as, legal advice.

Updated: November 2025; GRPS Risk Mgmt. Office

Guidelines for Sub Consultant Architects, Engineers and Consultants Insurance Limits

Limits Required ⁽¹⁾

Professional Liability ⁽²⁾	Projects ≤ \$5M	Projects >\$5M ≤ \$20M	Projects >\$20M ≤ \$50M
Each Claim Made	\$1,000,000	\$1,000,000	\$2,000,000
Aggregate	\$1,000,000	\$2,000,000	\$3,000,000
Commercial General Liability ^{(3) (4) (7) (8)}			
General Aggregate	\$1,000,000	\$2,000,000	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000	\$2,000,000	\$2,000,000
Each Occurrence Limit	\$1,000,000	\$1,000,000	\$1,000,000
Personal/Advertising Injury	\$1,000,000	\$1,000,000	\$1,000,000
Automobile Liability ⁽⁵⁾			
Bodily Injury/Property Damage (Each Accident)	\$1,000,000	\$1,000,000	\$1,000,000
Workers' Compensation ⁽⁶⁾			
Coverage A (Workers' Compensation)	Statutory	Statutory	Statutory
Coverage B (Employers Liability)			
Per Accident	\$1,000,000	\$1,000,000	\$1,000,000
Per Disease Policy Limit	\$1,000,000	\$1,000,000	\$1,000,000
Per Disease per Employee	\$1,000,000	\$1,000,000	\$1,000,000
Umbrella Liability			
Each Occurrence Limit	\$1,000,000	\$1,000,000	\$1,000,000
General Aggregate Limit	\$1,000,000	\$1,000,000	\$1,000,000
Products/Completed Operations Aggregate ⁽³⁾	\$1,000,000	\$1,000,000	\$1,000,000

Communications concerning this matter, including this email and any attachments, may have been provided for purposes of insurance/risk management consulting. Opinions and advice provided by Gallagher are not intended to be, and should not be construed as, legal advice.
Updated: November 2025; GRPS Risk Mgmt. Office

Guidelines for Other Consultants Insurance Limits

Limits Required ⁽¹⁾

Professional Liability ⁽²⁾	Projects ≤ \$5M	Projects >\$5M ≤ \$20M	Projects >\$20M ≤ \$50M
Each Claim Made	\$1,000,000	\$1,000,000	\$1,000,000
Aggregate	\$1,000,000	\$2,000,000	\$2,000,000
Commercial General Liability ^{(3) (4) (7) (8)}			
General Aggregate	\$1,000,000	\$2,000,000	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000	\$2,000,000	\$2,000,000
Each Occurrence Limit	\$1,000,000	\$1,000,000	\$1,000,000
Personal/Advertising Injury	\$1,000,000	\$1,000,000	\$1,000,000
Automobile Liability ⁽⁵⁾			
Bodily Injury/Property Damage (Each Accident)	\$1,000,000	\$1,000,000	\$1,000,000
Workers' Compensation ⁽⁶⁾			
Coverage A (Workers' Compensation)	Statutory	Statutory	Statutory
Coverage B (Employers Liability)			
Per Accident	\$1,000,000	\$1,000,000	\$1,000,000
Per Disease Policy Limit	\$1,000,000	\$1,000,000	\$1,000,000
Per Disease per Employee	\$1,000,000	\$1,000,000	\$1,000,000
Umbrella Liability			
Each Occurrence Limit	\$1,000,000	\$1,000,000	\$1,000,000
General Aggregate Limit	\$1,000,000	\$1,000,000	\$1,000,000
Products/Completed Operations Aggregate ⁽³⁾	\$1,000,000	\$1,000,000	\$1,000,000
Pollution Liability (Environmental Consultants) ⁽²⁾			
Per Loss	\$1,000,000	\$1,000,000	\$2,000,000
Aggregate	\$1,000,000	\$2,000,000	\$4,000,000

Communications concerning this matter, including this email and any attachments, may have been provided for purposes of insurance/risk management consulting. Opinions and advice provided by Gallagher are not intended to be, and should not be construed as, legal advice.

Updated: November 2025; GRPS Risk Mgmt. Office

FOOT NOTES:

- (1) These limits shall be considered minimum requirements (subject to change). Owners may require higher professional liability insurance limits for projects over \$50M, or project- specific risk. All insurance coverage shall be issued by an insurance company authorized to do business in the State and which maintains an A.M. Best rating of A-X or better.
- (2) Professional Consultant is required to keep this policy in effect for up to three (3) years after completion of the project, five (5) years for projects > \$20M.
- (3) Products and completed operations insurance will be maintained for a minimum period of five (5) years after final payment on the last element of the Work is to be completed.
- (4) Owner will be included as additional insured on General Liability, Automobile and Umbrella Liability policies. Professional Consultant's insurance shall be primary.
- (5) Coverage shall be for all owned, non-owned or hired motor vehicles.
- (6) WC to include covers broad form all states endorsement.
- (7) **General Liability to include a minimum of \$1,000,000 Abuse and Molestation coverage for all projects.**
No exceptions allowed.
- (8) If there is Drone Exposure also include; Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than \$1,000,000 per claim and \$1,000,000 in the aggregate.

APPENDIX “D”

Fair Employment Practices Agreement

Equal Opportunity [Affirmative Action Employer]

The Grand Rapids Public School District, as an Equal Opportunity/Affirmative Action Employer, complies with federal and state laws prohibiting discrimination, including Title IV and Title VII [with amendments] of the 1964 Civil Rights Act, Title IX of the Educational Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Veterans Readjustment Act of 1974 as amended 28 USSC 20-12 and the Americans With Disabilities Act of 1990. It is the policy of the School Board that no person, on the basis of race, sex, height, weight, color, religion, national origin, or ancestry, age, marital status, disability, or veteran status, shall be discriminated against in employment, educational programs and activities, or admission.

Inquiries or complaints should be addressed to GRPS Legal or HR Office, 1331 Martin Luther King Jr. St. SE, PO Box 117, Grand Rapids, Michigan 49501-0117.

APPENDIX “E”

SAMPLE CONTRACT – AIA B133 Modified and AIA A201

Any and all specific exceptions and/or requested modifications must be submitted with **PART I** submission and will be considered part of the submission evaluation and GRPS will evaluate such modifications relative to its interest and consistency with the project goals.

DRAFT AIA® Document B133™ – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the « » day of « » in the year «Two Thousand Twenty Six. »

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

«Grand Rapids Public School District» « »
1331 Martin Luther King Jr. Street SE
«Grand Rapids, Michigan 49506»

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

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

«Grand Rapids Public School District - 2023 Bond Program
Renovations at the following buildings:
Union High School located at 1800 Tremont Blvd NW, Grand Rapids, MI 49504;
Harrison Park Elementary located at 1440 Davis Ave NW, Grand Rapids, MI 49504; and
Campus Elementary located at 710 Benjamin Ave SE, Grand Rapids, MI 49506, all in
accordance with the relevant application for preliminary qualification of bonds, the
relevant election ballot language, Owner-approved plans and specifications, all
applicable laws, the Owner's fixed budget, and as otherwise approved by the Owner. »

The Construction Manager (if known):
(Name, legal status, address, and other information)

The Owner and Architect 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.

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

This document is intended to be used in conjunction with AIA Documents A201-2017™, General Conditions of the Contract for Construction; A133-2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134-2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™-2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

« As expressly approved by the Owner in writing after advice and input from the Architect, Construction Manager, and any others deemed appropriate by the Owner, in accordance with the relevant application for preliminary qualification of bonds. »

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

«As expressly approved by the Owner in writing after advice and input from the Architect, Construction Manager, and any others deemed appropriate by the Owner, in accordance with the relevant application for preliminary qualification of bonds. »

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1.1:

(Provide total and, if known, a line item breakdown.)

«The Owner's fixed budget for all aspects of the Projects ("fixed Project budget") is as follows:

Union High School Renovations –
Harrison Park Elementary Renovations –
Campus Elementary Renovations –

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

«To be determined»

- .2 Construction commencement date:

« To be determined »

- .3 Substantial Completion date or dates:

« To be determined »

- .4 Other milestone dates:

« To be determined »

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:

(Indicate agreement type.)

[☒] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor, as modified by the Owner, where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

[☐] AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor, as modified by the Owner, where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

« To be determined »

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

«N/A »

§ 1.1.7.1 *(Paragraph deleted)*

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

(List name, address, and other contact information.)

«Mr. Alex Smart, Executive Director of Facilities and Operations »

Grand Rapids Public School District
1331 Martin Luther King Jr. Street SE
Grand Rapids, MI 49506

« »

«The Owner may change the representative and the representative's authority in its sole discretion. The Owner will notify the Architect of any such changes. »

§ 1.1.8.1 Owner's Representative Consultant.

The Owner has engaged Plante Moran Realpoint, LLC (PMR) as an Owner's Representative Consultant on the Project. The Architect shall keep the Owner and PMR informed in matters regarding the Project. Unless otherwise provided in this Agreement or specifically authorized by the Owner, the Owner's Representative Consultant is not authorized to commit the Owner in matters regarding changes in the Work, Construction Schedule, or grant approval on behalf of the Owner. The Owner and/or the Owner's representative identified in 1.1.8 have the sole right to make decisions in matters regarding the Project. The following individual, subject to

change upon written notification to the Architect, shall be primary contact for the Owner's Representative Consultant:

«Jenae Kuipers»
«Plante Moran Realpoint, LLC »
«634 Front Avenue NW; Suite 300
Grand Rapids, MI 49504
jenae.kuipers@plantemoran.com; (616) 643-4251»

The Owner, Architect, and PMR acknowledge and agree that the Owner's representative identified in Section 1.1.8 and the Owner's Representative Consultant identified in Section 1.1.8.1 are separate and distinct individuals with separate and distinct rights and responsibilities.

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

« As directed by the Owner's Board of Education, the State of Michigan, and any others required by law. »

§ 1.1.10 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Construction Manager:

The Construction Manager is identified on the cover page.

« »

.2 Land Surveyor:

«To be determined »« »

« »

« »

« »

« »

.3 Geotechnical Engineer:

« To be determined »« »

« »

« »

« »

« »

.4 Other consultants and contractors:

(List any other consultants and contractors retained by the Owner.)

« To be determined by the Owner. Contractors will be selected by the Owner in accordance with competitive bidding requirements under law, as applicable, including, MCL 380.1267, MCL 380.1274, and MCL 380.1274a. »

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:

(List name, address, and other contact information.)

« To be determined »

«»

«»

«»

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2 and any others required to perform Basic Services:

(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

« To be performed by the Architect as a Basic Service »

.2 Mechanical Engineer:

« To be performed by the Architect as a Basic Service »

.3 Electrical Engineer:

« To be performed by the Architect as a Basic Service »

.4 Civil Engineer:

« To be performed by the Architect as a Basic Service »

§ 1.1.12.2 Consultants retained under Supplemental Services:

« Not applicable »

§ 1.1.13 Other Initial Information on which the Agreement is based:

«The Architect shall remain primarily responsible for the services performed by any hired consultants. Any agreement between the Architect and a hired consultant shall identify the Owner as an intended third-party beneficiary »

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect may mutually agree to a written adjustment in the Architect's services, schedule for the Architect's services, and the Architect's compensation, as applicable.

§ 1.3 The parties may agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model shall be subject to the same restrictions and licenses set forth in Article 7.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the State of Michigan to provide the services required by this Agreement, and shall cause such services to be performed by appropriately licensed design professionals, whether provided by the Architect or a consultant of the Architect.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances and familiar with the school design and construction industry in Michigan. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 The Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project, except upon the Owner's written consent and the full disclosure by the Architect of all relevant facts.

§ 2.6 **Insurance.** The Architect shall maintain insurance until termination of this Agreement in the types and amounts identified in **Attachment A**, in any attached Certificate of Insurance, or as required by law, whichever is greater.

~~§ 2.6.1 - § 2.6.7 Environmental Pollution Liability with policy limits of not less than «Five Million Dollars» (\$ «5,000,000») per claim and «Five Million Dollars» (\$ «5,000,000») in the aggregate. Reserved.~~

§ 2.6.8 **Additional Insured Obligations.** Grand Rapids Public School District and Plante Moran Realpoint, LLC, it's Owner's Representative, must be named as additional insured by endorsement to the Comprehensive General Liability Policy. Certificates of insurance evidencing that the Architect has secured all of the foregoing insurance must be provided to the Owner. A minimum of thirty [30] days' notice to the Owner prior to the cancellation of, or change in, any such insurance shall be endorsed on each policy and noted on each certificate.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services include those described in this Agreement and include usual and customary structural, mechanical, civil, interior design, food service, acoustical, landscape design, plumbing, and electrical engineering services and other architectural and engineering services required to complete the Project. The Architect's service shall be performed by those qualified and experienced in their respective fields, as needed, to address the requirements of the Project. Services identified in this Agreement, the General Conditions, and any other Contract Document shall be Basic Services unless expressly identified as Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, administer the Project, research applicable design criteria, consult with the Owner, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services and those of its consultants with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants, subject to the Architect's professional judgment, experience, and expertise. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a written schedule for the performance of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall include design phase milestone dates, as well as the anticipated dates when cost estimates or design reviews may occur, for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review and provision of information, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, for a master design schedule for planning, schematics, design development, and construction documents phase, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause and with the mutual written agreement of the parties, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule. The Architect shall review and notify the Owner of any concerns with, or take other appropriate action upon, the Project schedule.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's review or approval. The Architect shall advise the Owner of the Architect's opinion before the Owner orders a directive or substitution or accepts non-conforming work.

§ 3.1.6 The Architect shall advise the Owner as to all building and special permits required for the Project and shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the Contractor. The Architect shall verify that the Owner has paid applicable fees and assessments. The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design and regulatory requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist and advise the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project, including, but not limited to plan review required by MCL 380.1263, first responder consultation required by MCL 380.1264, construction code inspections required by MCL 388.851, et seq., and fire safety inspection required by MCL 388.851, et seq. The Architect shall have the primary responsibility to complete the required documents and to ensure they are properly filed on behalf of the Owner.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.1.9 The Architect shall comply with governing codes, regulations and laws in the performance of all services covered by this Agreement.

§ 3.1.10 The Architect acknowledges that the services to be provided by the Architect under this Agreement shall include assisting the Owner in complying with the Owner's obligations set forth in Public Act No. 306 of 1937, MCL 388.851, et seq., and Public Act 299 of 1980, MCL 339.2011 (collectively, the "Acts"). Therefore, the Architect hereby agrees to perform the services that shall or may be performed by an "architect" or "engineer" pursuant to those Acts, including, but not limited to, construction supervision and cost estimating. The parties acknowledge that nothing in this Agreement shall be construed to limit the Architect's services, duties or obligations under either of those Acts.

§ 3.1.11 Upon request of the Owner, the Architect shall make a presentation or presentations to explain the design of the Project to representatives of the Owner.

§ 3.1.12 The Architect shall submit design documents to the Owner at intervals appropriate to the design process for purposes of evaluation and approval by the Owner.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or rejection, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall review the Construction Manager's proposal or estimate. The Architect's review shall be for all purposes, including discovering errors, omissions, or inconsistencies; but the Architect shall only be responsible to the extent of its professional standard of care and as required by MCL 339.2011 and shall not assume any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall assist the Owner and the Construction Manager in development of the program, schedule and construction budget for final approval by the Owner, consult with the Owner regarding the same, and shall review and comply with applicable laws, codes, and regulations applicable to the Architect's services and the Project.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project. The Architect shall maintain a current budget statement for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components. Approval by the Owner will not constitute approval of the means, techniques or particular material recommended by the Architect for the Project. Selection by the Owner of a "particular material" recommended by the Architect for the Project shall constitute approval of that "particular material" by the Owner for aesthetic purposes only.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and fixed budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program, fixed budget, and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and fixed budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. The Owner's approval shall be for general design concept purposes only and shall not be an approval of technical or design details. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase. The Architect shall not proceed to the Design Development Phase unless and until it has received the Owner's written approval.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall receive and review the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner and shall prepare such estimates of Construction Cost as the Architect deems necessary to perform Basic Services and to satisfy MCL 339.2011. The Architect shall advise the Owner if it appears that the Cost of the Work may exceed the Owner's fixed budget for the Cost of the Work, and/or that total Project costs may exceed the fixed Project budget and shall make recommendations for corrective action.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare and provide Design Development Documents for the Owner's and Construction Manager's review and the Owner's approval. The Owner's approval shall be for general design concept purposes only and shall not be an approval of technical or design details. The Design Development Documents shall take into consideration information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical, civil, and electrical systems, and such other appropriate elements reasonably related to the Project. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents. Approval by the Owner will not constitute approval of the means, techniques, or particular material recommended by the Architect for the Project. Selection by the Owner of a "particular material" recommended by the Architect for the Project shall constitute approval of that "particular material" by the Owner for aesthetic purposes only.

§ 3.4.4 The Architect shall specifically request and obtain the Owner's written approval of the Design Development Documents and related construction cost estimates before proceeding to the Construction Documents Phase.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare and provide Construction Documents for the Construction Manager's review and the Owner's approval. The Owner's approval shall be for general design concept purposes only and shall not be an approval of technical or design details. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the materials and systems and other requirements for the construction of the Work, including quality levels and performance criteria. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall require in the bid documents and which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions), as modified by the Owner, and (2) a project manual that includes the Conditions of the Contract for Construction, as modified by the Owner, and Specifications, and may include sample forms. All such documents shall have been provided in a format that conforms with the terms of this Agreement and the drawings/specifications, including but not limited to dispute resolution provisions, and shall comply with all public bidding, permit, prevailing wage (if applicable), and contracting laws applicable to Michigan public school districts and this Project.

§ 3.5.3.1 Documents referenced in Section 3.5.3 shall consist of the unabridged AIA contract forms modified as necessary to be consistent with this Agreement and the Project. The Architect shall ensure that bid specifications (and any other relevant Contract Documents) indicate that a modified version of the standard General Conditions of the Contract will be utilized. The Architect shall request the form of General Conditions of the Contract be either drafted by, or reviewed by, the Owner's legal counsel and, upon receipt, shall include such document in the bid specifications, the project manual, and all final project documents.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and request the Owner's approval of the Construction Documents. Approval by the Owner will not constitute approval of the means, techniques, or particular material recommended by the Architect for the Project. Selection by the Owner of a "particular material" recommended by the Architect for the Project shall constitute approval of that "particular material" by the Owner for aesthetic purposes only.

§ 3.5.6 The Architect shall specifically request and obtain the Owner's written approval of the Construction Documents and related construction cost estimates before proceeding to the Construction Phase.

§ 3.5.7 Procurement/Bidding Phase Services

§ 3.5.7.1 General

The Architect shall, in consultation with the Owner, establish a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals (as required by law); (2) rendering interpretations and clarifications of the Drawings and Specifications in appropriate written form; (3) confirming responsiveness of bids or proposals; (4) conducting or participating in pre-award conferences with apparent low bidders; (5) assisting the Owner with evaluating bids; and (6) providing award recommendations to the Owner. Owner-awarded contracts are to be assigned to, and assumed by, the Construction Manager.

§ 3.5.7.1.1 The Architect shall include in the bidding information, plans, or specifications a requirement that the successful bidders will provide operation manuals to the Owner and shall provide adequate training for the Owner in the operation of any and all facility systems installed by the bidders, including mechanical, civil, electrical, HVAC systems, and any other building systems.

§ 3.5.7.1.2 The Architect shall consider, propose, develop and implement a reasonable plan to develop bidders' interest in the Project(s), acknowledging the critical nature of ensuring sufficient bid coverage to satisfy requirements regarding Project quality and the Owner's fixed budget for the Cost of the Work and fixed Project budget.

§ 3.5.7.2 Competitive Bidding

§ 3.5.7.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.7.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 developing bidders' interest in the Project and establishing bidding schedules;
- .2 issuing bidding documents to bidders, and preparing and publishing necessary bid notices and advertisements;
- .3 reproducing and facilitating the distribution of Bidding Documents to prospective bidders;
- .4 organizing and conducting pre-bid conferences for prospective bidders;
- .5 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda;
- .6 attending the Owner's opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner
- .7 reviewing the bidding procedure to assist the Owner's compliance with competitive bidding laws, including with respect to MCL 380.1267, MCL 380.1274, and MCL 380.1274a, as applicable;
- .8 ensuring all bid bonds, payment bonds, and performance bonds have been timely obtained; and
- .9 preparing bid analyses, conducting post-bid interviews with apparent low bidders, and making recommendations to the Owner for the Owner's award of contracts or rejection of bids (acknowledging that the Construction Manager may have a conflict of interest in awarding trade contracts, as the Construction Manager will assume responsibility for same during the Project's Construction Phase).

§ 3.5.7.2.3 If the Bidding Documents permit substitutions, the Architect shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction, as modified. References to the “General Conditions” herein shall mean the modified version of AIA Document A201 – 2017.

§ 3.6.1.2 Subject to Section 4.2, the Architect’s responsibility to provide Construction Phase Services commences upon the Owner’s acceptance of the Construction Manager’s Guaranteed Maximum Price proposal, or the Owner’s first award of a competitively bid subcontract, whichever occurs earlier. Unless otherwise provided in this Agreement, the Architect’s responsibility to provide Construction Phase Services terminates on the later of: (1) date the Architect issues the final Certificate for Payment; (2) the time period identified in Section 12.15; or (3) the longest applicable Subcontractor or Construction Manager warranty period.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the services described in the Agreement. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall 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, nor shall the Architect be responsible for the Construction Manager’s failure to perform the Work in accordance with the requirements of the Contract Documents, except as provided in this Agreement. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work. Nothing in this Section 3.6.1.3 shall be construed to limit the Architect’s responsibilities in MCL 339.2011 or MCL 388.851, et seq., both as may be amended from time to time.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, to become generally familiar with the progress and quality of the portion of the Work completed, to guard the Owner against defects and deficiencies, and to determine if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, 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 Construction Manager, and (3) defects and deficiencies observed in the Work. Nothing in this Section shall reduce or limit the Architect’s duty to supervise construction, including under MCL 388.851, et seq. and MCL 339.2011.

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

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

§ 3.6.2.4 Interpretations of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations, the Architect shall endeavor to secure faithful performance by Construction Manager, shall not show partiality to either the Owner or Construction Manager, and shall not be liable for results of interpretations rendered in good faith and without negligence. The Architect’s interpretations on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents. It is acknowledged and understood that the Architect’s obligation to provide “decisions” in the General Conditions, as a condition precedent to dispute resolution, shall be satisfied by the interpretations referenced herein.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, as modified, the Architect shall render initial written decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.2.6 Notwithstanding anything contained in this Agreement, particularly Sections 3.6.1.3 and 3.6.2.1, nothing contained in this Agreement shall be construed to limit in any way the Architect's duties and responsibilities under law, including those duties and responsibilities under 1937 PA 306 and 1980 PA 299. It is understood that the Owner has retained a Construction Manager on this Project. The Agreement between Construction Manager and the Owner shall impose upon the Construction Manager the responsibility for the workmanlike performance of all construction performed on the project and completion of all work required under the subcontracts.

The Construction Manager Agreement shall require that the Construction Manager inspect the work of the subcontractors as it is being performed to assure that the work performed and the materials furnished are in accordance with the Contract Documents and provide all support items, services, utilities, etc., which are necessary for the completion of the Project which are not provided through the subcontracts, or by the Owner, or as a reimbursable item.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts according to the timeframes and schedules provided in AIA Document A201 – 2017, as modified by the Owner. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's 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 and quantity of the Work is in accordance with the Contract Documents and has been performed in a good and workmanlike manner, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect in writing and accompanying the relevant certification.

§ 3.6.3.2 The issuance of a Certificate for Payment shall 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 Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment, certified copies of which shall be sent to the Owner.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 In accordance with the submittal schedule approved by the Owner and Architect (or, in the absence of such a schedule, with reasonable promptness), the Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, for the limited purpose of checking for general accuracy, completeness, and conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. Unless otherwise agreed, the Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's review and approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify

the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Subject to its professional experience and expertise, the Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, but shall provide prompt written notice to the Owner if the Architect becomes aware of any material error, omission, or inconsistency in such services, certifications, or approvals.

§ 3.6.4.4 The Architect shall timely review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information. The Architect shall maintain a log of requests for information and the responses thereto.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect shall prepare and take other appropriate action on Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe the Work to be added, deleted, or modified.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work. The Architect shall contemporaneously review with the Owner all changes and potential changes in the Work for reason, cause, cost and responsibility. Said issues shall be recorded and reported in a Change Management Log for the Project, the review and approval of which by the Architect shall evidence concurrence in the resolution of the issue as identified therein.

§ 3.6.6 Project Completion

§ 3.6.6.1 When the Architect considers the Construction Manager's Work (or a designated portion thereof) to be substantially complete, the Architect shall, jointly with the Construction Manager, prepare for the Owner a list of incomplete or unsatisfactory items and a schedule for their completion. The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion and, upon Substantial Completion, jointly with the Construction Manager, prepare a list of incomplete or unsatisfactory items and schedule their completion; the Architect shall then coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Architect shall evaluate the completion of the Work of the Construction Manager or Contractor/Subcontractor(s), make a determination when the Work is ready for final inspection, and conduct final inspections;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected. The Architect shall be solely responsible for the inspection, and the Owner shall be solely an observer.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) certificates of insurance of the Construction Manager and its subcontractors, (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance for the purpose of identifying potential warranty issues and to verify adequacy of the facility operations and performance.

§ 3.6.6.6 As part of Basic Services, the Architect shall be prepared to serve, and shall serve when requested by the Owner, as a witness in connection with any public hearing, arbitration proceeding, legal proceeding or administrative law proceeding to which the Owner or the Architect is a party concerning the Project.

§ 3.6.6.7 The Architect shall ensure that the Construction Manager has obtained and maintained a performance bond and payment bond in an amount covering the Construction Manager and all Contractor/Subcontractors in a form and with a surety acceptable to the Owner in connection with its obligations thereunder. The amount of each bond shall be equal to one hundred percent (100%) of the Contract Sum. The Architect shall deliver the required bonds to the Owner at least three (3) days before the commencement of any work at the Project site.

§ 3.6.6.8 The Architect shall deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Architect shall forward to the Owner a final Project Application for Payment and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 3.6.6.9 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 the Architect.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The Services listed below, other than those identified as Basic Services, may be provided by the Architect as an Additional or Supplemental Service if: (a) required for the Project, (b) the Owner authorizes the performance of same in writing prior to the Architect's provision of any such service, and (c) the Architect provides a good faith estimate of the cost of the same prior to the Owner's authorization. The Owner shall not be obligated to pay for any Additional or Supplemental Service in the absence of the foregoing. For proper Additional and Supplemental Services, the Owner shall compensate the Architect as provided in Section 11.2. If neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement. In those instances where the second column is left blank, it is intended that such service is not a Basic Service of the Architect.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Assistance with Selection of Construction Manager	Owner
§ 4.1.1.2 Programming	Architect Basic Service
§ 4.1.1.3 Multiple Preliminary Designs	Architect Basic Service
§ 4.1.1.4 Measured drawings	Architect Basic Service
§ 4.1.1.5 Existing facilities surveys	Architect Basic Service
§ 4.1.1.6 Site evaluation and planning	Architect Basic Service
§ 4.1.1.7 Building Information Model management responsibilities	Architect Basic Service
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering	Architect Basic Service
§ 4.1.1.10 Landscape design	Architect Basic Service
§ 4.1.1.11 Architectural interior design	Architect Basic Service
§ 4.1.1.12 Value analysis	Architect Basic Service
§ 4.1.1.13 Cost estimating	Architect Basic Service
§ 4.1.1.14 On-site project representation	Architect Basic Service
§ 4.1.1.15 Conformed documents for construction	Architect Basic Service
§ 4.1.1.16 As-designed record drawings	Architect Basic Service
§ 4.1.1.17 As-constructed record drawings	See Section 4.1.2.1
§ 4.1.1.18 Post-occupancy evaluation	Architect Basic Service
§ 4.1.1.19 Facility support services	Not Provided
§ 4.1.1.20 Tenant-related services	Not Provided
§ 4.1.1.21 Architect's coordination of the Owner's consultants	Architect Basic Service
§ 4.1.1.22 Technology/telecommunications/data design/technology	Architect Basic Service
§ 4.1.1.23 Security evaluation and planning	Architect Basic Service See Section 4.1.2.1
§ 4.1.1.24 Commissioning	See Section 4.1.2.1
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26 Historic preservation	Not Provided
§ 4.1.1.27 Furniture, furnishings, and equipment design	Architect Basic Service
§ 4.1.1.28 Other services provided by specialty Consultants: Technology Design	Architect Basic Service
§ 4.1.1.29 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

«Section 4.1.1.17: As a Basic Service, the Architect will collect the Contractor's marked-up prints and deliver them to the Owner in a reasonable condition and format.

Section 4.1.1.23: Without limiting the breadth of Section 4.1.1.23, above, the Architect shall ensure compliance with MCL 380.1264.

Section 4.1.1.24: As a Basic Service, the Architect shall comply with Rule 1098a of the Michigan Energy Code, as applicable, coordinate with the Owner's commissioning agent, and otherwise participate in basic system start-up and balancing information provided by the contractor. »

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

« Not Applicable »

§ 4.1.3 *(Paragraph deleted)*

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement, in accordance with the first paragraph of Section 4.1, without invalidating the Agreement.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner in writing, with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until all requirements of the first paragraph of Section 4.1 have been satisfied:

- .1 Subject to Section 6.6 and 6.8 (which services shall be Basic Services, services necessitated by a change in the Initial Information, previous instructions, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 *(Paragraph deleted)*
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, after completion of drawings, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are unforeseeable and occur after the preparation of such Instruments of Service and are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care. The Architect is expected to and shall provide its services in compliance with the most recent codes, laws, regulations, and interpretations;
- .5 Services necessitated by decisions of the Owner not rendered in a timely manner, acknowledging the Owner's obligations under the Open Meetings Act or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 *(Paragraph deleted)*
- .8 *(Paragraph deleted)*
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto or at which the services of the Architect are at issue;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall promptly comply with the opening paragraph of Section 4.1 for the following Additional Services. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall have no obligation to compensate the Architect for the services not accepted in writing by the Owner:

- .1 *(Paragraph deleted)*
- .2 *(Paragraph deleted)*
- .3 Preparing Change Orders, and Construction Change Directives approved by the Owner that exceed the scope of the Work and Project cost, that are initiated after bids have been accepted, and that require substantial preparation or revision of Instruments of Service;
- .4 *(Paragraph deleted)*
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom after the bids have been awarded.

§ 4.2.3 *(Paragraph deleted)*

§ 4.2.4 (Paragraph deleted)

§ 4.2.5 (Paragraph deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Upon the Architect's specific written request, the Owner shall provide information regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements. The Architect will assist the Owner to provide such information.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. With the assistance of the Architect and Construction Manager, the Owner may update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, may thereafter agree to a corresponding change in the Project's scope and quality. The parties acknowledge that the Owner's fixed budget for the Cost of the Work is a condition precedent to the enforceability of this Agreement.

§ 5.3.1 The Owner acknowledges that accelerated or phased scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated or phased scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs. If the Architect recommends or approves accelerated or phased scheduling, doing so is a representation to the Owner that accelerated or phased scheduling is an appropriate and preferred method for this Project. The Architect will assist the Owner in determining what, if any, additional costs should be attributed to such accelerated or phased scheduling.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project, subject to parameters of authority set by the Owner's Board of Education. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services, subject to the Owner's status as a public body, including being subject to the Open Meetings Act.

§ 5.5 Where required by the circumstances of the Project and requested by the Architect in writing, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark. The Architect shall assist the Owner in obtaining such services as part of the Architect's Basic Services. The Owner will pay for such services as applicable.

§ 5.6 Where required by the circumstances of the Project and as requested by the Architect in writing, the Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. The Architect shall assist the Owner in obtaining such services as a part of the Architect's Basic Services, and the Owner will pay for such services as applicable.

§ 5.7 (Paragraph deleted)

§ 5.9 The Architect shall coordinate the services of its own consultants with those services provided by the Owner's consultants. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall consider furnishing, as part of the Project budget, services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service in accordance with Article 4, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Architect shall assist the Owner in selecting a service provider as part of Basic Services. The Owner and Architect shall require that their consultants and contractors maintain insurance, including professional liability insurance, if applicable and as appropriate to the services or work provided. The Architect shall furnish to the Owner copies of its contracts with consultants, if requested by the Owner.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. The Architect shall assist the Owner in obtaining such services as part of the Architect's Basic Services.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service, but the Owner's failure to do so does not relieve the Architect of its responsibilities, and the Owner assumes no duty of observation, inspection, or investigation pursuant to this Section or otherwise. The Architect shall give the Owner prompt written notice of any fault or defect in the Contract Documents or the Architect's Instruments of Service.

§ 5.13 The Owner shall endeavor to include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. Otherwise, the Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager that materially impact the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Architect shall assist the Owner with coordination of the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. Upon request, the Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and the Contract Documents shall obligate the Construction Manager to provide the Architect and the Owner access to the Work wherever it is in preparation or progress.

§ 5.16 *(Paragraph deleted)*

ARTICLE 6 COST OF THE WORK

§ 6.1.1 For purposes of cost estimating, budgeting, or expense tracking under this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project and shall include Architect's and its Consultants' compensation and reimbursable expenses and the Construction Manager's compensation including general conditions costs, overhead, profit, and subcontractor costs.

§ 6.1.2 For purposes of calculating fees or other costs determined on a percentage of the Cost of the Work, the Cost of the Work includes only hard construction costs for that work designed or specified by the Architect. Without limiting the breadth of the preceding sentence, the Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services or for Construction Manager professional fees; the costs of the land, rights-of-way, financing, unused contingency funds, Owner-purchased equipment, Owner-hired consultants, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, which the Architect acknowledges is fixed. A fixed limit of construction cost shall be established by the Owner as a condition of this Agreement in accordance with the relevant application for preliminary qualification of bonds. Evaluations of the

Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional familiar with the school design and construction industry in Michigan. See MCL 339.2011.

§ 6.3 The Owner shall permit the Architect and Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in their respective estimates of the Cost of the Work. The Architect shall prepare its own estimates of cost of the work as necessary to perform its Basic Services. See MCL 339.2011. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its Basic Services, and shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 The Architect shall provide cost estimating services, and if a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If at any time, the Architect's or the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager and as a Basic Service, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work.

§ 6.5 If at any time an estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's fixed budget for the Cost of the Work as a Basic Service.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates or the Guaranteed Maximum Price proposal that exceed the Owner's budget for the Cost of the Work. The Architect's revisions to the Drawings, Specifications, and/or other documents shall be performed as a Basic Service.

§ 6.8 In the event the lowest bid(s) or negotiated proposal(s), together with the Construction Manager's total fixed or estimated fees and costs, exceeds the fixed budget for the Cost of the Work, the Architect, in consultation with and at the direction of the Owner, shall without additional compensation modify the Contract Documents and provide related bidding and other services as necessary to bring the Cost of the Work within the fixed budget.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 Except as otherwise provided in this Agreement, 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 shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall be permitted to retain copies including reproducible copies of the Architect's drawings, specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project, modifications, renovation, or additions to the Project, and to complete the Project in the event the Architect is not retained through completion.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive, irrevocable license to access, use, and reproduce the Architect's Instruments of Service, in whatever form then they exist and regardless of stage of their completion, for purposes of constructing, using, maintaining, altering, adding to the Project, and completing the Project if the Architect does not provide services through completion. On behalf of and for the benefit of the Owner, the Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The licenses granted or referenced under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors and design professionals, to reproduce applicable portions of the Instruments of Service, for use in performing services or construction for the Project. Any termination of this Agreement for any reason or under any condition shall in no way terminate or otherwise diminish the licenses described herein. See also Section 7.5.

§ 7.3.1 *(Paragraph deleted)*

§ 7.4 Except for the licenses granted or referenced in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. Except as permitted under this Agreement, the Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect.

§ 7.5 The provisions of this Article 7 shall survive the termination of this Agreement.

§ 7.6 In addition to, and not in limitation of, the licenses otherwise granted or referenced in this Article 7, all construction plans, specifications, drawings and all other documents and like materials relating to the Project, including those in electronic form, prepared by the Architect and the Architect's consultants ("Instruments of Service") shall become the property of the Owner at the conclusion of the Project.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by Michigan law. Notwithstanding anything in this Agreement or the Contract Documents to the contrary, no claim by the Owner shall be barred as untimely if filed within six (6) years of Substantial Completion of the Project or, if longer, one year after the discovery of a defect caused by the Architect's gross negligence. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 The Owner and Architect both acknowledge and agree that the Owner is not waiving any rights its insurer(s) may have to subrogation. To the extent any term in the Agreement is contrary to this provision, such term is void and unenforceable.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses, and judgments to the extent the foregoing damages, losses, expenses (including reasonable attorneys' fees and legal expenses), and judgments arise from the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement or the Architect's breach of this Agreement.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to litigation.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by non-binding mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement except that either party may, if in good faith, declare a mediation impasse and proceed with binding dispute resolution after one full day of mediation. 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 filing of a complaint or other appropriate demand for 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. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings. During the pendency of this alternative dispute resolution process, the parties agree that applicable limitations periods shall be tolled.

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

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[☐] Arbitration pursuant to Section 8.3 of this Agreement

[☒] Litigation in a court of competent jurisdiction

[☐] Other: (Specify) ☐

If the Owner and Architect 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, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 - § 8.4 (Paragraph deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make undisputed payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services for this reason. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension. The Architect's fees for the remaining services and the time schedules shall be negotiated by the parties.

§ 9.2 If the Owner voluntarily suspends the Project for more than 30 consecutive days, except for a scheduled suspension or due to the fault of the Architect, the Architect shall be compensated for services performed prior to notice of such suspension. The Architect's fees for the remaining services and the time schedules shall be negotiated by the parties.

§ 9.3 If the Owner voluntarily suspends the Project for more than 90 consecutive days for reasons other than a scheduled suspension or the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. In the event the Architect proposes to terminate this Agreement, the Architect shall notify the Owner in writing, stating with specificity the alleged non-performance, and further stating that the proposed termination shall be effective if the non-performance remains uncorrected for a period of not less than 15 days following the Owner's receipt of said notice.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 Upon termination of this Agreement, the Owner shall compensate the Architect for services timely and properly performed prior to termination, and for Reimbursable Expenses then due, subject to any applicable offset.

§ 9.7 (Paragraph deleted)

§ 9.8 (Paragraph deleted)

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement will continue and shall not be terminated or diminished in any manner.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of State of Michigan.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, as modified on behalf of the Owner. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other..

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution unless circumstances require a shorter time frame. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. Notwithstanding the foregoing, the Architect shall immediately notify the Owner if it becomes aware of the presence of any such materials or substances.

§ 10.7 The Architect shall have the right to lawfully include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. The Architect shall obtain the Owner's Approval prior to disclosure of information for purposes of verifying that such disclosure contains no confidential information (including, for example, information protected by FERPA).

§ 10.8 If the Architect receives Owner information that is "confidential" or "business proprietary," the Architect shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The Architect may disclose "confidential" or "business proprietary" information after 7 days' notice to the Owner, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the Architect to defend itself in any dispute and the Owner has consented to such disclosure. The Architect may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8. The Architect acknowledges and agrees that the Owner is a public body subject to the Michigan Freedom of Information Act ("FOIA"), the Owner may disclose Architect confidential or business proprietary information in response to a FOIA request, and that the determination whether a document is responsive to a FOIA request or if the requested information is exempt under FOIA will be in the sole discretion of the Owner.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement 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

Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§10.10 The Architect agrees to retain permanent records relating to the services performed for a period of at least six (6) years following submission of the Construction Documents, during which period the records will be made available to the Owner upon request. The Architect shall notify the Owner in writing at least ninety (90) days before disposing of any referenced records for any reason at any time, to afford the Owner sufficient notice to take possession of such records if required or desired.

§ 10.11 Integration, Waiver and Severability

§ 10.11.1 This is the entire agreement between the Owner and Architect with respect to the matters covered herein and supersedes all prior agreements between them, written or oral. This Agreement may be modified only in writing signed by both parties. Any waivers hereunder must be in writing. No waiver or right or remedy in the event of default hereunder shall constitute a waiver of such right or remedy in the event of any subsequent default.

§ 10.11.2 A waiver of any term, condition, or covenant by a party shall not constitute a waiver of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this Agreement invalid, illegal or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's timely and proper performance of Basic Services, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

« _____ »

§ 11.2 For the Architect's properly authorized Supplemental Services and Additional Services,, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

«As mutually agreed by the parties in writing prior to the performance of any Supplemental Service or Additional Service in accordance with the hourly rates set forth in Section 11.7 »

§ 11.3 *(Paragraph deleted)*

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect at cost without mark up.

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

«Compensation for Supplemental and Additional Services of the Architect's consultants shall be the amount invoiced to the Architect without mark-up. »

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Procurement Phase	Two and One Half	percent (	2.50	%)
Construction Phase	Twenty	percent (	20	%)
Project Completion/Closeout	Two and One-Half	percent (	2.50	%)
Total Basic Compensation	One Hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services actually and properly performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for Supplemental and Additional services of the Architect and the Architect's consultants are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

«As set forth in the Architect's Proposal attached hereto as Exhibit A. »

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation in conjunction with the Project, (not including travel to and from the project site(s));
- .2 *(Paragraph deleted)*
- .3 Permitting and other fees required by authorities having jurisdiction over the Project; . The Architect will pay initial deposits for plan reviews as a reimbursable expense. Invoices for the balance of such fees may be forwarded to, and paid directly by, the Owner;
- .4 Printing, reproductions, plots, and standard form documents for use and review by Owner and governmental agencies, except that reproductions of Instruments of Service will be part of the Architect's basic fee when for office use by the Architect and the Architect's consultants;
- .5 Postage, handling, and delivery; and
- .6 *(Paragraph deleted)*
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project.

§ 11.8.2 For Reimbursable Expenses directly related to the Project the compensation shall be the expenses incurred by the Architect and the Architect's consultants at cost and without markup. Reimbursable expenses will not exceed \$_____ without the written approval of the Owner.

§ 11.9 Architect's Insurance. The types and limits of coverage required in this Agreement including Section 2.6 shall be provided as part of the Architect's Basic Services.

« »

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of «zero dollars» (\$ «0.00») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 *(Paragraph deleted)*

§ 11.10.2 Progress Payments

§ 11.10.2.1 Payments for undisputed services shall be made monthly in proportion to services performed. Undisputed payments are due and payable within thirty (30) days of the Owner's receipt of the Architect's invoice. Amounts unpaid «thirty» («30») days after the due date shall bear interest at the rate entered below.

(Insert rate of monthly or annual interest agreed upon.)

«Five percent (5%) per annum » % «See MCL 438.31. »

§ 11.10.2.2 The Owner shall not withhold undisputed amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or is otherwise responsible. . The Owner reserves the right to dispute any invoice or payment due Architect in good faith and without penalty and may withhold the same pending resolution of the dispute.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner upon request.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

«§ 12.1 The Architect shall perform its responsibilities and services in a manner consistent with the professional standards of the Architectural profession in the State of Michigan for an architect familiar with school construction. Without limiting the breadth of the foregoing, the Architect shall comply with all applicable federal, state, and local laws, rules, regulations and policies/procedures. See Section 2.2.

§ 12.2 The Architect shall not be entitled to additional compensation in the event it is necessary to extend the contract completion date because the Project is delayed due to conditions beyond the control of the Owner, such as strikes, weather, material shortages, government-declared emergencies, etc.

§ 12.3 The Architect shall immediately notify the Owner, in writing, of the presence of any hazardous materials or toxic substances in connection with this Project of which the Architect is aware. The Owner, at its cost, shall be responsible for analysis, design, removal, remediation or other action related to any asbestos or hazardous substances.

§ 12.4 The Architect agrees that it will be the Architect responsible for the construction described in this Agreement and shall not specify as a building material in any Construction Document for the Project any material which the Architect knew or reasonably should have known was an asbestos containing building material (ACBM), as defined in Section 763.83 of 40 CFR Part 763, as amended. Upon the issuance of the final certificate for payment, the Architect shall furnish the Owner a signed statement (dated current) that, to the best of the Architect's knowledge, no asbestos containing building material was used as a building material in the Project. The Architect shall submit a copy of the certification to the Environmental Protection Agency Regional Office and to the Owner, which shall include the certification in its management plan. The Architect shall include in specifications that no ACBM shall be used in the construction of the school building and that each Contractor shall certify to the Owner and the Architect that none was used in the construction. The Architect shall cooperate with the Owner in obtaining all Contractor certifications.

§ 12.5 The Architect shall provide the Owner the necessary bidding information and shall assist with the Owner's obligations under the Michigan Prevailing Wage Act, MCL 401.1101, et seq. The referenced bid specifications shall consist of the unabridged AIA contract forms which the Architect shall modify as necessary to be consistent with this Agreement and the laws of the State of Michigan, including, but not limited to dispute resolution procedures and prevailing wage requirements (if applicable). The Architect shall include in bid specifications, and in any of the relevant document provisions indicating that modified version(s) of standard AIA Owner/Contractor Agreement(s) and modified General Conditions will be utilized; such documents shall be subject to the Owner's approval.

§ 12.6 (a) If errors and omissions in the Project are detected in the plans and specifications before the work is bid, the cost of any re-design required to incorporate the item or feature omitted or to correct the error shall be borne by the Architect, as well as any increase in construction costs due to a delay in bidding or construction relating to the error or omission or its redesign. Any other additional construction costs in this instance resulting from the inclusion of the omitted item or feature or to correct the error shall be borne by the Owner.

(b) If errors and omissions in the Project are detected in the plans and specifications after the Work has been bid, and if revision, removal or replacement of a portion of the Work is required, the Architect shall pay the cost of redesign and, if the Architect's error or omission was due to professional negligence, as determined on a case-by-case basis, then the Architect shall pay for the cost of the revision, removal, and the reconstruction required to incorporate the omission or to correct the error, as well as any other damages recoverable under law, and the Owner shall be responsible only for the costs it would have incurred had the error or omission not occurred.

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

§ 12.8 In the event of mediation arising out of or relating to this Agreement, the Owner reserves the right to require that the mediation hearing be conducted in the general area where the Owner's principal place of business is located. In the event litigation arising out of or relating to this Agreement is related to litigation that is subject to the required jurisdiction/venue of another court, the Owner reserves the right determine the applicable court in its sole discretion.

§ 12.9 The Architect further agrees to include a similar mediation provision as identified herein in the form Owner/Contractor Agreement (per Section 3.4.3) and in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultant also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers, or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between parties to those agreements. The Architect shall be responsible for ensuring the inclusion of this provision in pertinent bid documents and contract forms, the preparation of which the Architect provides or with which the Architect assists in preparation.

§ 12.10 The Architect, without additional cost to the Owner, shall maintain in force professional liability insurance providing coverage for the Architect for any negligent act in the Architect's rendering of or failure to render professional services and protecting the Owner from damages arising from results of such errors and omissions. Any "claims made" insurance shall be maintained in force during the life of the Project and for a period of no less than seven (7) years following the date of substantial completion. Any "occurrence based" insurance shall be maintained in force during the life of the Project and for a period of no less than twelve (12) months after the date of substantial completion. The Architect shall notify the Owner thirty (30) days in advance if this coverage becomes unavailable or if the coverage amount is substantially changed. The Architect shall provide the Owner with certificates of insurance evidencing the insurance coverage of the Architect, which certificates shall be attached to this Agreement. The Owner shall be listed as "additional insured" on all coverages to the extent reasonably permitted by the carrier. See attached Certificate of Insurance.

§ 12.11 The Owner reserves the right to approve the identity of the Architect's Project's representative(s) and to require their replacement upon two (2) weeks' notice. The Architect shall provide the services of _____ and all other individuals required for the Project and shall not replace any such individual until the completion of all services related to the Project, unless that person is discharged, dies, is disabled, is promoted to take on a substantially different responsibility, or is removed pursuant to the Owner's request for a personnel change. In the event that any individual identified above is discharged, dies, is disabled, or is promoted to take on a substantially different responsibility, or at such time as the Owner requests a personnel change, the Architect shall promptly submit to the Owner a qualification and experience resume of the person(s) proposed as replacement(s) and shall furnish replacement(s) upon agreement by the Owner.

§ 12.12 As a part of Basic Services, the Architect shall provide assistance for at least **one (1) year beyond** the date of substantial completion if there are actual performance and/or function issues related to the Project.

§ 12.13 To the fullest extent permitted by law, the Architect shall indemnify the Owner, its Board members, officers, and employees from and against any and losses, damages, including reasonable attorneys' fees and any additional expenses, and judgments arising from the Architect's negligence, the Architect's breach of this Agreement, or from claims by third parties that are attributable to the Architect's failures. The Architect's indemnity and hold harmless agreement shall not be applicable to any liability caused by the negligence of the Owner, its Board members, officers, and employees, but shall be to the fullest extent of the Architect's responsibility.

§ 12.14 The Architect will provide a full set of all drawings and specifications to the Owner upon completion of the Project. Further, production of original drawings and specifications, as well as all construction bulletin drawings and specifications in a CAD and a PDF form acceptable to the Owner shall be a part of Basic Services. Additionally, the Architect shall assemble and deliver all field drawings used for the Project as a part of Basic Services. All drawings and specifications of any medium, shall be available to the Owner at any time upon request, regardless of the stage of completion.

§ 12.15 Services deleted from Article 4 and its subparts shall be provided as part of the Architect's Basic Services.

§ 12.16 As part of Basic Services, the Architect shall conduct a post-occupancy inspection of the Project at six (6) and eleven (11) months following the Date of Substantial Completion, and, if different, thirty (30) days before the expiration of applicable warranties. The inspection shall include architectural, plumbing, mechanical, electrical, civil and structural review of the Project, to determine whether the Project components are performing as specified. The Architect's post-occupancy evaluations shall be in accordance with its professional standard of care.

§ 12.17 The Architect shall not utilize photographs of this Project for any advertising or promotional purpose that include the image of any student of the Owner without the express written permission of the parent or guardian of that

student if that student is a minor. If the student is of the age of majority or is an emancipated minor, the Architect must obtain express written permission from that student. Such express written permission shall acknowledge the Architect's intent for use of those images. The Owner, in its discretion, may assist the Architect in securing such permission.

§ 12.18 The Architect shall be accessible to the Owner, either on-site or via communication media, as is reasonably necessary to address issues that arise during the Project.

§ 12.19 The Architect will not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, conditions or privilege of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of this Agreement.

§ 12.20 The Architect will, as part of Basic Services, attend the Owner's Board of Education meetings and staff meetings (in person or via communication media) as reasonably requested by the Owner.

§ 12.21 The Architect shall actively enforce all applicable policies of the Owner, including but not limited to those related to alcohol and tobacco.

§ 12.22 The Architect will conduct pre-award conferences with apparent low bidders, reviewing bids or negotiated proposals, and advising the Owner whether such bids and proposals are responsive and acceptable in the context of the Project requirements.

§ 12.23 The parties acknowledge that the Owner is a Michigan general powers school district and is therefore subject to legal requirements and restrictions that may not apply in the private sector.

§ 12.24 The Architect may have provided services related to the Project prior to the date of this Agreement. The parties expressly acknowledge and agree that any such services shall be deemed governed by the terms of this Agreement regardless of when performed.

»

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B133-2019 Agreement Between Owner and Architect, Construction Manager as Constructor Edition, as modified.
- .2 *(Paragraph deleted)*
- .3 Exhibits:
[**« X »**] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)
Attachment A – Owner's Insurance Requirements
Exhibit A – Architect's Proposal dated _____, including Hourly Rates
Exhibit B – Preliminary Project Milestone Schedule
Exhibit C – Architect's Certificate(s) of Insurance »
- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)
Project Manual
«AIA Document A201 – 2017 General Conditions of the Contract for Construction, as modified.»

In the event of any conflict or ambiguity within, between, or among the Contract Documents, the terms most beneficial to the Owner, as determined in the Owner's sole discretion, shall govern.

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

GRAND RAPIDS PUBLIC SCHOOL DISTRICT,

OWNER (Signature)

Alex Smart,
Executive Director of Facilities and Operations
(Printed name and title)

Modified: 01/03/25; 5:14pm

ARCHITECT (Signature)

« »« »

(Printed name, title, and license number, if required)

FILED

Guidelines for Contractors/Subcontractors – GRPS Bond Projects for Direct Contracts

	Projects Under \$1MM – without structural revisions	Projects \$1MM to \$5MM without significant structural revisions	Projects over \$5MM in value	Comments
Professional Liability				
Each Claim Made	\$ 1,000,000	\$ 1,000,000	\$ 2,000,000	Larger exposure (over \$10M) \$2MM/\$4MM
Aggregate	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	
Contractors Pollution Liability	\$1,000,000	\$1,000,000	\$2,000,000	Exceptions for this requirement are to be requested and approved in writing to the construction manager and the owner.
Examples of Exposures – fuel tanks on site, large fleet/equipment, HVAC work, electronical work, abatement, chemical products onsite	\$2,000,000	\$2,000,000	\$2,000,000	
Commercial General Liability				
General Aggregate	\$ 2,000,000	\$ 3,000,000	\$ 3,000,000	
Products/Completed Operations Aggregate	\$ 2,000,000	\$ 3,000,000	\$ 3,000,000	
Each Occurrence Limit	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	
Personal/Advertising Injury	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	
Automobile Liability				
Bodily Injury/Property Damage (Each Accident)	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	Combined Single Limit
Workers' Compensation				

Communications concerning this matter, including this email and any attachments, may have been provided for purposes of insurance/risk management consulting. Opinions and advice provided by Gallagher are not intended to be, and should not be construed as, legal advice.

Coverage A (Workers' Compensation)	Statutory	Statutory	Statutory	
Coverage B (Employers Liability)				Include waiver of subrogation endorsement
Per Accident	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	
Per Disease Policy Limit	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	
Per Disease per Employee	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	
Umbrella Liability				
Each Occurrence Limit	\$ 2,000,000	\$ 3,000,000	\$ 5,000,000	Limit suggestions are based on General Aggregate applying on a per project basis
General Aggregate Limit	\$ 2,000,000	\$ 3,000,000	\$ 5,000,000	
Products/Completed Operations Aggregate	\$ 2,000,000	\$ 3,000,000	\$ 5,000,000	

Additional Insurance Requirements:

- (1) All insurance coverage is shall be issued by an insurance company authorized to do business in the State and which maintains an A.M. Best rating of A-X or better.
- (2) The Contractor shall maintain the required insurance on an occurrence-basis for at least one year following the date of Substantial Completion and/or on a claims-made basis for at least six years following the date of Substantial Completion.
- (3) Auto Liability Coverage shall be for all owned, non-owned or hired motor vehicles.
- (4) Workers Compensation to include waiver of subrogation - Contractor hereby agrees to waive rights of subrogation, which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Grand Rapids Public Schools its subsidiaries, affiliated entities, their officers, officials, employees, and volunteers for all work performed by the Contractor, its employees, agents and subcontractors.
- (5) Additional Insured Provision for General Liability/Umbrella: To the extent commercially available, 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, and the Construction Manager and the Construction Manager's consultants, CG 20 32 07 04. The Additional Insured status shall apply to the full limits of liability purchased by the Contractor, its Subcontractors and Vendors even if those limits of liability are in excess of those required by this Agreement. In respect to the Subcontractor's and Vendor's Commercial General Liability and Umbrella/Excess Liability policies

Communications concerning this matter, including this email and any attachments, may have been provided for purposes of insurance/risk management consulting. Opinions and advice provided by Gallagher are not intended to be, and should not be construed as, legal advice.

- (6) For General Liability/Umbrella - General Aggregate limit must apply on a per project/per location aggregate basis; Exceptions for this requirement are to be requested and approved in writing to the construction manager and the owner.
- (7) General Liability to include a minimum of \$1,000,000 Abuse and Molestation coverage for all projects. No exceptions allowed.
- (8) Certificates of insurance must contain a clause stating that coverage afforded by the policies will not be canceled or materially altered without at least thirty (30) days' advanced written notice to the Owner and Architect. If requested, Contractor shall provide true and full copies of any or all required insurance policies.
- (9) If there is a Drone Exposure also include : Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than \$1,000,000 per claim and \$1,000,000 in the aggregate.
- (10) If Asbestos Abatement Exposure must include requirements shown in the chart above for Contractors pollution liability.

Updated: November 17, 2025

GRPS Risk Mgmt Office

DRAFT AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

«Grand Rapids Public School District – 2023 Bond Program

Renovations at the following buildings:

Union High School located at 1800 Tremont Blvd NW, Grand Rapids, MI 49504; Harrison Park Elementary located at 1440 Davis Ave NW, Grand Rapids, MI 49504; and Campus Elementary located at 710 Benjamin Ave SE, Grand Rapids, MI 49506, all in accordance with the relevant application for preliminary qualification of bonds, the relevant election ballot language, Owner-approved plans and specifications, all applicable laws, the Owner's fixed budget, and as otherwise approved by the Owner. »

THE OWNER:

(Name, legal status and address)

«Grand Rapids Public School District»« »

1331 Martin Luther King Jr. Street SE

«Grand Rapids, Michigan 49506»

THE ARCHITECT:

(Name, legal status and address)

To be determined

THE CONSTRUCTION MANAGER:

To be determined

References to the "Contractor" herein with respect to the Construction Phase or as pertains to actual, physical construction shall be deemed to apply to the Construction Manager, and references to the Owner/Contractor Agreement shall refer to the Owner/Construction Manager Agreement, unless context suggests otherwise.

The inclusion of any reference to or use of the term "Construction Manager" in this document shall in no way be read to limit in any way the applicability of this document as provided in Owner-Construction Manager Agreement Section 1.3.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement), which shall be awarded by the Owner and then assigned by the Owner to the Construction Manager after award, and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement in writing, the Contract Documents also include the advertisement or invitation to bid, Instructions to Bidders, other information furnished by the Owner in anticipation of receiving bids or proposals, accepted portions of the Contractor's bid or proposal, and portions of Addenda relating to bidding or proposal requirements. The Architect's execution of the Owner/Architect Agreement and the Construction Manager's execution of the Owner/Construction Manager Agreement and subcontractor agreements shall constitute their respective acceptance of all provisions of the Drawings, Addenda, and all Contract Documents.

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions or interpretations, as applicable, on Claims in accordance with Section 15.2. The Initial Decision Maker shall not be liable for results of interpretations or decisions rendered in good faith and without negligence.

§ 1.1.9 The term "Product(s)" as used in the Contract Documents refers to the materials, systems and equipment provided by the Contractor for use in the work of the Project.

§ 1.1.10 The terms "Warranty" and "Guarantee" as used in the Contract Documents shall have the same meaning and shall be defined as "legally enforceable assurance of satisfactory performance or quality of a product or Work."

§ 1.1.11 Where materials, systems and equipment items are referred to in the singular, such reference shall not serve to limit the quantity required. The Contractor shall furnish quantities as required by the Contract Documents to complete the Work.

§ 1.1.12 Unless specifically limited in the Contract, the words "furnish," "install," and "provide," or any combination thereof, mean to furnish and incorporate into the Work, including all necessary labor, materials, and equipment and other items required to perform the Work indicated.

§ 1.1.13 The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. If the Drawings and Specifications conflict with each other with regard to the quality or quantity of Work required, the better quality and/or the greater quantity shall govern, and shall be provided, unless instructions are otherwise furnished to the Contractor by the Architect in writing with the Owner's consent.

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

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. Where responsibility for particular Work is required of the Contractor, the Contractor shall not be released from that responsibility by reason of the location of the Specification, Drawing, or other information that establishes the responsibility. Thus, for example, the Contractor shall be responsible for all Work required of it, even though that responsibility may be shown only in that portion of the Contract Documents typically pertaining to another contractor or trade.

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

§ 1.2.4 If there should be a conflict between two or more of the Contract Documents, the following order of interpretation shall apply.

- .1 Where requirements specifically set forth in the Agreement are in conflict with other Contract Documents, including, but not limited to, these General Conditions, the Agreement shall govern.
- .2 In all other instances, the conflict shall be resolved by complying with the provision that is most favorable to the Owner, as determined in the Owner's sole discretion.
- .3 When a duplicate of material or equipment occurs in the Drawings, the Specifications or other Contract Documents, each Contractor shall be deemed to have bid on the basis of each furnishing such material or equipment. The Contractor will decide which Subcontract(s) shall furnish the same.

§ 1.2.4.1 Without limiting the applicability of Section 1.2.4, if there should be conflict or ambiguity within any single Contract Document (for example, these General Conditions, as modified), the conflict or ambiguity shall be resolved by complying with the provision that is most favorable to the Owner, as determined in the Owner's sole discretion.

§ 1.2.5 It is the intent of the Contract Documents to accomplish a complete and first-class installation in which there shall be installed new products of the latest and best design and manufacture, and workmanship shall be thoroughly first class, executed by competent and experienced workmen.

- .1 Details of preparation, construction, installation, and finishing encompassed by the Contract Documents shall conform to the best practices of the respective trades, and that workmanship and construction methods shall be of first class quality so as to accomplish a neat and first class finished job.
- .2 Where specific recognized standards are mentioned in the Specifications, it shall be interpreted that such requirements shall be complied with.

§ 1.2.6 The Contractor acknowledges that there may be items of the Work that the Contractor is responsible to provide under the Contract Documents that are not drawn or specified in the design but are necessary for the proper execution and completion of the Work, and are consistent with, and reasonably inferable from, the Drawings and Specifications. All such items shall be provided as part of the Work without delay in its progress and without any increase in the Contract Sum or Guaranteed Maximum Price.

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and unless otherwise indicated in the Contract Documents or the Owner/Architect Agreement, the Architect and the respective consultants 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.

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

§ 1.5.3 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.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to 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 registered or certified mail, by courier, or by electronic transmission if an acknowledgment 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.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to 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 an appropriate representative of the Owner shall have authority only to the extent provided by the Owner's Board of Education.

§ 1.7 Digital Data Use and Transmission

The parties may agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

ARTICLE 2 OWNER

§ 2.1 General

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

§ 2.1.2 NOT USED

§ 2.2 Evidence of the Owner's Financial Arrangements

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

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall immediately notify the Owner that the Work has stopped and state with specificity why any evidence provided (or not provided) by the Owner is insufficient. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents. The parties' disagreement as to the appropriateness of payment for services performed shall not constitute the Owner's failure to make financial arrangements to fulfill the Owner's obligations under the Contract Documents.

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

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

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including, but not limited to, those required under Section 3.7.1, the Owner shall secure and pay for necessary

approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the State of Michigan. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Taking into account the Contractor's experience and expertise, and exercise of professional caution, the Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. The Contractor shall not be entitled to additional compensation resulting from its failure to confirm the location of site utilities or existing structures prior to the opening of the Contractor's bid.

§ 2.3.5 Upon specific written request by the Contractor, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services. Contracts with other Contractors alone shall not constitute sufficient Owner control for purposes of this Section.

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a three-day period after receipt of notice from the Owner or the Owner's designee (including, for this purpose, the Architect) to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, including any claim against the Contractor's Performance Bond, correct such default or neglect. In the event the Contractor's default or neglect results in a threat to the safety of persons or property, the Contractor shall immediately commence and continue correction; otherwise, the Owner may undertake the same actions as permitted in the prior sentence. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses, including any and all legal expenses incurred to effectuate and enforce this provision, and compensation for the Architect's and/or other Contractor's additional services made necessary by such default, neglect, or failure. If the Contractor does not agree to a Change Order as described in the preceding sentence, the Owner may nevertheless withhold the reasonable cost of correcting such deficiencies and the expenses identified in the preceding sentence (including, but not limited to, all legal expenses incurred to effectuate and enforce this provision). Exercise of such rights shall in no way limit or jeopardize the Owner's right to any claim against the Performance Bond or Contractor. The Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the aforementioned Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15. In the event the Owner directs another entity to perform Work pursuant to this Section that otherwise is the obligation of the Contractor, including

correction of safety violations, either at the Contractor's request or as a result of the Contractor's failure to perform such Work, the Owner may withhold any payments due Contractor to cover all costs for labor, material, and equipment plus that other entity's administrative, profit, and overhead costs. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.1.4 These General Conditions refer to the relationship between the Owner and Contractor. As to the contract between the Contractor and its Subcontractors, the General Conditions shall be read as the Contractor having the position of the Owner and the Subcontractors having the position of the Contractor. The Subcontractors are bound to the Contractor just as the Contractor is bound to the Owner. The Subcontractor shall have all the rights, duties and obligations to the Contractor as the Contractor has rights, duties and obligations to the Owner. The Subcontractors shall agree to and accept the same responsibility to the Owner as the Contractor. In the event any failure of a Subcontractor or the Subcontractor's Subcontractor or supplier, at any tier, causes any type of defective Work, injury, loss or damage to the Owner, direct or indirect, the Contractor shall be jointly and severally liable to the Owner for such injury in addition to any responsibility or liability of the Subcontractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. The Contractor and/or its subcontractors shall independently verify all information related to utilities prior to beginning the Work. The Contractor shall make careful investigation to establish the exact location of any such items indicated on the Drawings. The Contractor shall be responsible for all costs arising out of damage to such items or additional construction costs incurred because Contractor failed to verify said information.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

§ 3.2.5 Prior to submitting its bid, the Contractor and/or its subcontractors shall have studied and compared the Contract Documents and shall have reported to the Architect any error, inconsistency or omission in the Contract Documents. It will be presumed that all bids and the Contract Sum include the cost of correcting any such error, inconsistency or omission, which could have been discovered by the exercise of reasonable diligence. Unless the Contractor establishes that such error, inconsistency or omission could not have been discovered by the exercise of reasonable diligence, the Contractor will make such corrections without additional compensation so that the Work is fully functional.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures. The Contractor shall immediately notify the Architect of delays of any other Contractors that could impact timely coordination and completion of the Work.

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

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

§ 3.4 Labor and Materials and Utilities

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Such provision of labor and materials shall occur in sufficient time to satisfy the existing Project schedule. The Contractor bears the risk of any failure to timely provide such labor and materials for any reason. The Contractor agrees to execute the appropriate UCC forms to effectuate the Owner's ownership of the material and equipment furnished pursuant to this Agreement.

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

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

§ 3.4.4 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, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of this Contract.

§ 3.4.5 Immediately after "award of the Contract," the Contractor shall provide the Architect a list showing the name of the manufacturer proposed to be used for each of the product(s) identified in the Specifications and, where applicable, the name of the installing Subcontractor.

§ 3.4.6 The Architect will reply in writing to the Contractor stating whether the Owner or the Architect, after due investigation, has reasonable objection to any such proposal. If adequate data on any proposed manufacturer or installer is not available, the Architect may state that action will be deferred until the Contractor provides further data.

§ 3.4.7 In all cases involving utilities, unless the Contract Documents specifically provide otherwise, it shall be the Contractor's responsibility to coordinate the Work with the owners of such utilities for the protection of such utilities and for the safety associated with working with or in the vicinity of such utilities. The Contractor shall coordinate any work required by private and/or public utility companies to provide utilities to the Work and/or shall coordinate relocation of utilities as required by the Work. Any reference to the Owner being responsible for the coordination of, the paying for, or the relocation of any utility or associated equipment, which it does not own or control, requires only reasonable efforts by the Owner to coordinate such activity.

§ 3.4.8 Asbestos-Free Product Installation

§ 3.4.8.1 It is hereby understood and agreed that no product and/or material containing asbestos, including chrysotile, amosite, crocidolite, tremolite asbestos, anthophyllite 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.

§ 3.4.8.2 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 3.4.8.1.

§ 3.4.8.3 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.

§ 3.4.9 Asbestos may be present within the construction areas. Contractors are to become aware of Owner's hazardous material report prior to construction. Work is not to disturb any in-place hazardous materials. The Contractor and any Subcontractors must immediately stop all Work and notify the Owner if they reasonably suspect the presence of unknown hazardous materials and/or have disturbed any materials reasonably suspected to be hazardous materials.

§ 3.5 Warranty

§ 3.5.1 In addition to any other warranties, guarantees, or obligations set forth in the Contract Documents or applicable as a matter of law, and not in limitation of the terms of the Contract Documents, the Contractor warrants and guarantees that:

- .1 The Owner will have good title to the Work and all materials and equipment incorporated into the Work and, unless otherwise expressly provided in the Contract Documents, will be new.
- .2 The Work and all materials and equipment incorporated into the Work will be free from all defects, including any defects in workmanship or materials.
- .3 The Work and all equipment incorporated into the Work will be fit for the purposes for which they are intended.

- .4 The Work and all materials and equipment incorporated into the Work will be merchantable.
- .5 The Work and all materials and equipment incorporated into the Work will conform in all respects to the Contract Documents.

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.

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide written and dated notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Owner and Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, they will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Owner and Architect determine that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Contractor in writing, stating the reasons. If Contractor disputes the determination or recommendation, the Contractor shall submit a Claim as provided in Article 15. The requirements of Section 2 of 1998 PA 57, as amended, are hereby incorporated into this document. The Contractor shall be alert to any indication or evidence of existing underground or concealed utilities or structures not shown on the Contract Documents and shall immediately notify the Owner of discovery of such evidence. If the Contractor encounters such utilities or structures, it shall cease operations immediately to minimize damage and shall notify the Owner and Architect. The Contractor shall bear the cost of damage resulting from its

failure to exercise reasonable care in its construction activity or from continuing operations without notifying the Owner.

§ 3.7.4.1 The Contractor bidding on the Work is responsible for visiting the site and determining all local conditions that may in any way affect its Work.

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The superintendent shall be satisfactory to the Owner in all respects, and the Owner shall have the right to require the Contractor to remove any superintendent from the Project whose performance is not satisfactory to the Owner and to replace such superintendent with a superintendent who is satisfactory to the Owner.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Owner and/or the Architect may notify the Contractor, stating whether the Owner and/or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, except with a superintendent who is satisfactory to the Owner.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits required under the Contract Documents or any scheduling updates issued by the Architect or Owner. The schedule shall be revised at appropriate intervals as required by the

conditions of the Work and Project. In no event shall the Contractor's Construction Schedule be extended due to action or inaction of the Contractor, except with prior written approval of the Owner within the Owner's sole discretion.

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. 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.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Owner's and Architect's approval. The Owner's and the Architect's approvals shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, (2) allow for a reasonable amount of time to review submittals, and (3) shall provide for expeditious and practical execution of the Work. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

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

§ 3.10.4 NOT USED

§ 3.10.5 Progress Meetings: Meetings of representatives of the various Contractors may be held for the purpose of coordination and furthering the progress of the Work. Contractor and Subcontractor attendance is mandatory. Meetings shall be held at regular intervals as provided in the General Requirements; special meetings may be held if deemed necessary by the Owner and/or Architect.

§ 3.10.6 The Contractor shall proceed strictly (not substantially) in accordance with the critical path set forth in the Construction Schedule. The Contractor shall monitor the progress of the Work for conformance with the requirements of the Construction Schedule and shall promptly advise the Owner of any delays or potential delays. If any progress report indicates any delays, the Architect shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment of the Contract Time or any Milestone Date or the Contractor's Guaranteed Maximum Price unless any such adjustment is agreed to by the Owner and authorized pursuant to a Change Order.

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

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

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor for submittal to and review by the Architect to illustrate materials or equipment for some portion of the Work. All Work shall be furnished and installed in accordance with the Drawings, Specifications, and as additionally required by the manufacturer's printed instructions. The Contractor shall review the manufacturer's instructions, and where conflict occurs between the Drawings or Specifications and

the manufacturer's instructions, the Contractor shall request clarification from the Architect prior to commencing the Work.

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

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

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

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

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

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

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

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

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. Subject to its professional skill and expertise, the Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or

provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

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

§ 3.13 Use of Site

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

§ 3.13.2 Anything contained in the Contract Documents to the contrary notwithstanding, no one except the Owner shall be permitted to disrupt the operation of any building system or any other services without the Owner's prior written consent. Any request to perform such work shall be in writing, received by the Owner no less than five (5) days prior to the commencement of the requested disruption, and shall detail (i) the exact nature and duration of such interruption, (ii) the area affected, and (iii) any impact upon the Construction Schedule caused by such proposed temporary disruption. Unless otherwise approved by the Owner, all work shall be performed during the hours and on the days set forth in the Specifications, in accordance with the most-recent project schedule, and/or as directed by the Owner or Architect. The Contractor's failure to comply with the notice provisions of this section shall constitute a waiver by the Contractor of any right it may have to an adjustment of the Contract Time, on account of any postponement, rescheduling, or other delays ordered by the Owner in connection with any Work for which appropriate notice was not furnished.

§ 3.13.3 The Contractor will consult with the Owner and the Architect concerning any necessary operations at the Project site, including staging area limits, office or storage trailer locations, dumpster operations, equipment and material deliveries, hoisting areas and any other construction impacts on the Owner's grounds.

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.15.3 Any areas and/or concurrently occupied space both occupied by the Owner and used in the progress of the Work, both within the limits of the construction site and the adjacent areas leading to it, shall be maintained, opened to travel and kept in a clean condition. Failure by the Contractor to maintain said areas will result in the Owner's cleaning of same, at the expense of the Contractor.

§ 3.15.4 In addition to removal of rubbish, the Contractor and its Subcontractors, under the Contractor's direction, shall replace any broken glass, remove stains, spots, marks, and dirt from decorated work, clean hardware, and/or remove spots and smears from all surfaces which were affected by the Work.

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall indemnify and hold harmless the Owner and Architect from any and all cost, damages, or loss on account thereof, including, but not limited to, actual attorneys' fees, 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. The review by the Owner or Architect of any method of construction, invention, appliance, process, article, device or materials of any kind shall be for its adequacy in the Work and shall not be an approval for the use thereof by the Contractor in violation of any patent or other rights of any third person.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses (including but not limited to attorneys' fees) arising out of or resulting from performance of, or the failure to perform, the Work or the duties or obligations of the Contractor under the Owner/Contractor Agreement, these General Conditions, or the failure of the Contractor or the Work to conform with the Contract Documents, caused in whole or in part by the Contractor's breach of the Contract Documents or any negligent or wrongful acts or omissions of the Contractor, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts of any of them may be liable, to the fullest degree of Contractor's fault, on a comparative basis (or the fault of any others for whom the Contractor is responsible). The Contractor shall be responsible to the Owner, Architect, Architect's consultants, and agents and employees of any of them for all amounts such parties may be required to pay in attorney fees in order to pursue enforcement of this provision against the Contractor or otherwise obtain indemnification from the Contractor provided under the terms of this Section 3.18. Such obligation shall not be construed to negate, abridge or reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person set forth in this section. To the fullest extent permitted by law, the Contractor shall indemnify the Owner and hold the Owner harmless against 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.

§ 3.18.2 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 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;
- .2** 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, 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
- .3** 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.

The Contractor shall indemnify, defend, and hold the Owner harmless from any claim, damage, loss or expense, including, but not limited to, actual attorney fees, incurred by the Owner related to any hazardous material, condition, or waste, toxic substance, pollution, or contamination brought into the Project site or caused or exacerbated by the Contractor or used, handled, transported, stored, removed, remediated, disturbed, or dispersed of by Contractor.

§ 3.18.3 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 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement. The Term "Architect," "Architect/Engineer," "Engineer," or "Design Professional" as used herein means the Architect or the Architect's authorized representative.

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

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment 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.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or more frequently as agreed with the Owner or 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. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. Except as otherwise set forth herein or 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 the 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.

§ 4.2.3 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 agreement between Owner and Architect or this document, 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 agreement between Owner and Architect or this document, 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.

§ 4.2.4 Communications

The Owner and Contractor shall endeavor to include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise materially affecting the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Owner and Architect or, in the absence of an approved submittal schedule, with reasonable promptness as to cause no delay in the Work while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. However, should the Architect discover during the course of such review any inaccuracies, incompleteness, or other irregularities, the Architect shall immediately notify the Owner of the same to determine an appropriate corrective course of action or notify the Contractor of the same to correct the irregularities.

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

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

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site.

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

§ 4.2.12 Interpretations of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations, the Architect will endeavor to secure faithful performance by Contractor, and will not be liable for results of interpretations or decisions rendered in good faith and without negligence.

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. A Subcontractor expressly includes a trade contractor awarded work by the Owner pursuant to competitive bidding (or, if competitive bidding is not required, by any other process allowed by law), when such work is assigned to the Construction Manager in accordance with the Owner/Construction Manager Agreement. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor. The term "Subcontractor" shall also include Sub-subcontractors at any tier and material and equipment suppliers. Each and every subcontract shall be understood to have the Owner as a third-party beneficiary, and the Owner shall enjoy all third-party beneficiary rights permitted by law.

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract by Owner as required by law, shall notify the Owner and Architect in writing of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. All contractual agreements with additional persons or entities serving as a Subcontractor or supplier shall expressly identify the Owner as a third-party beneficiary, and the Owner shall enjoy all third-party beneficiary rights not prohibited by law.

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

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

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution. The Contractor shall notify the Owner and Architect of any proposed substitution a minimum of ten (10) days prior to such proposed change.

§ 5.3 Subcontractual Relations

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

similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors. Without limiting the breadth of this Section 5.3, the Contractor shall ensure that all Subcontractors have provided insurance required by the Contract Documents and shall provide copies of certificates of insurance or the full insurance policies upon the Owner's reasonable request.

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation may be adjusted as negotiated by the parties.

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 The 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. The Contractor shall be responsible for coordinating the Work and with the work of other Contractors, including the Owner's own forces or Separate Contractors, so as to complete the Work in accordance with the Project time schedule.

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

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

§ 6.1.4 NOT USED

§ 6.2 Mutual Responsibility

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

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

for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not reasonably discoverable.

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

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

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

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible. The Owner's right to clean up shall in no event be deemed a duty, and should the Owner choose not to pursue this remedy, the Contractor necessitating such action shall remain fully responsible for the same.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.2.2 Unless expressly stated otherwise in the Change Order, an agreement on any Change Order shall constitute the Contractor's final position on all matters relating to the change in the work that is subject to the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the Contract Time.

§ 7.3 Construction Change Directives

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

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

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

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

However, the Contract Time shall be adjusted only if the Contractor demonstrates to the Owner that the changes in the Work required by the Construction Change Directive adversely affect the critical path of the Work.

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

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

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

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time. Contractor agreements to a Construction Change Directive shall require a follow-up writing or signature as contemplated in Section 7.3.7.

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

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

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

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

§ 7.3.11 In no event shall the Contractor be entitled to receive, and the contractor hereby waives the right to receive, any payment or any extension of time for additional or changed work, whether partially or fully completed or simply proposed, unless such additional work is authorized by a written Change Order or Construction Change Directive signed by the Owner, nor shall the Contractor be obligated to proceed with any such work. Only the Owner shall have the right to issue a written Change Order or Constructive Change Directive to the Contractor authorizing an addition, deletion or other revision in the scope of the Work and/or an adjustment in the Contract Sum or the Construction Schedule.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall either (i) file a Claim in accordance with Article 15 and continue to implement the change in the Work, or (ii) notify the Owner and the Architect in writing and shall not proceed to implement the change in the Work. Without limiting other restrictions on payment, if the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for obtaining all supplies, materials, tools and equipment necessary to perform the Work and for properly performing the Work.

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

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time. All work shall be completed in sufficient time to allow for clean-up and preparation for Owner move-in prior to the Date of Substantial Completion.

§ 8.2.4 Without altering the applicability and obligations of Section 8.2.3, the Contractor shall prosecute the Work undertaken in a prompt and diligent manner wherever such Work, or any part of it, becomes available, or at such other times as the Owner and/or Architect may direct so as to promote the general progress of the entire construction. The Contractor shall not, by delay or otherwise, interfere with or hinder the Work of a Separate Contractor, the Owner, or the Architect. Any supplies, materials, tools and/or equipment that are to be furnished by the Contractor hereunder shall be furnished in sufficient time to enable the Contractor to perform and complete its Work within the time or times provided for herein. If the Contractor, through its negligence or failure, including the negligence or failure of its Subcontractors or suppliers, fails to furnish the necessary labor and/or supplies, materials, tools and/or equipment to meet construction needs in accordance with the established schedule, then it shall increase its forces or work such overtime as may be required, at its own expense, to bring its part of the Work up to the proper schedule. In the event the Contractor fails to take such action necessary to bring its part of the Work up to schedule within twenty-four (24) hours of receiving notice from the Owner or Architect, then the Owner, at its sole option, may supplement the Contractor's forces, materials and/or equipment or remove the Contractor from the Project, and the Owner may complete part or all of the remainder of the Contractor's Work, either utilizing in the

Owner's sole discretion its own forces, new contractors chosen by the Owner or any Subcontractor or supplier of the Contractor, which may include fixed price supplemental work time and materials supplemental work, or any combination thereof, which in Owner's sole discretion will most quickly and completely cure the failure of the Contractor. The Contractor shall be responsible for any and all costs of performing or completing the Work that are incurred by the Owner or any Separate Contractor, Subcontractor, supplier, or other entity on the Owner's behalf. The Owner may withhold such costs from the subsequent payments due the Contractor. To the extent such withholdings are insufficient to cover the costs, the Contractor shall pay the difference within ten (10) days of receiving an invoice for the same. Exercise of such rights shall in no way limit or jeopardize the Owner's right to any other remedy, including, but not limited to, a claim against the Performance Bond of the Contractor.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 Provided the Contractor submits a written request for an extension not more than fourteen (14) days after the occurrence that gives rise to the delay, if the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by fire, unavoidable casualties, significant and unusual adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending litigation, mediation, arbitration or binding dispute resolution, as applicable; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine and with which the Owner agrees. Failure of the Contractor to submit a timely request for an extension shall irrevocably waive the Contractor's right to such an extension of time. If the Contract Time is subject to extension pursuant to this subparagraph, such extension shall be the exclusive remedy of the Contractor and the Contractor shall not be entitled to recover damages from the Owner.

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

§ 8.3.3 This Section 8.3 precludes recovery of damages for delay by the Contractor under other provisions of the Contract Documents. Under no circumstances may the Contractor assert a Claim, cause of action, or other relief against the Owner for delay damages.

§ 8.4 Delay Damage Claims

§ 8.4.1 If the Contractor fails to complete its Work on time resulting in loss or damage to the Owner, whether or not liquidated damages are called for in the Contract Documents, the Owner shall be entitled to recover any damages caused by the Contractor's breach, including overhead, profit, extended general conditions, actual attorney fees, etc.

§ 8.4.2 Liquidated Damages: The Owner and Contractor recognize that time is of the essence of the Contract and that the Owner will suffer financial loss if the Work is not Substantially Complete and approved for occupancy within the time limits specified, plus any extensions of time as allowed by the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the Owner if the Work is not Substantially Complete on time due to several factors, including the unique position of the Owner as a public school. Accordingly, instead of requiring any such proof, the Owner and Contractor agree that as liquidated damages for delay (but not as penalty) caused by the Contractor, the Contractor shall pay the Owner _____ Dollars (\$ _____) for each day that expires after the date of Substantial Completion for the Project until the Work is Substantially Complete. Liquidated Damages charges shall be deducted from the payments owed to the Contractor. The Owner reserves the right to demand legal proceedings should the actual loss be reasonably known to exceed the damages provided herein. Any allegation of damages for delay asserted by the Contractor against the Owner shall be governed by Section 8.3.3, Section 8.4.3, and Section 8.4.4 contained herein.

§ 8.4.3 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.

§ 8.4.4 In the event of any delay in the completion of the Contractor's Work or scheduling of the Contractor's Work, including the sequence of that Work which is attributable to the Owner, and if it is determined by a court of competent jurisdiction that the Owner is liable for such delay despite the other terms of this Contract barring any Owner liability for damages for delay, then the Owner shall be liable to the Contractor for liquidated damages in the amount of not to exceed One Hundred Dollars (\$100) per day, maximum, which shall include all of the Contractor's claims, including by way of example, delays, compressions of schedule, lost productivity, lost profits, lost opportunities, out of sequence work, overhead, crowding, tools, equipment, rentals, etc.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.2.1 The schedule of values shall be prepared in such manner that the value associated for each major item of work and each subcontracted item of work is shown with materials and labor indicated separately on AIA Document G702 - Application and Certificate of Payment, and AIA Document G703 - Continuation Sheet, or otherwise.

§ 9.3 Applications for Payment

§ 9.3.1 At least fifteen (15) 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, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents. The form of Application and Certificate for Payment shall be AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet, unless otherwise agreed by the Owner. Applications for Payment are due to the office of the Architect by the designated day of the month. Applications for Payment that are received after the specified date will not be processed until the following month.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders. A request for payment of sums related to work regarding Construction Change Directives shall, unless qualified in writing at the time of request, constitute full and complete consent to the Construction Change Directive(s) and to the issuance of a Change Order.

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

§ 9.3.1.3 The Contractor shall submit with each monthly Application for Payment (1) an Affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the previous application was 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 arising out of the Contract from each Contractor and/or Subcontractor, materialman, supplier and laborer for the Contractor addressing all previous Applications for Payment submitted for the Project.

§ 9.3.1.4 The Contractor must provide copies of the insurance certificates, bonds, and the same for all of the Subcontractors prior to submitting the first Application for Payment.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site. Payment to Contractor for materials stored off site is discouraged. When circumstances indicate that the Owner's best interest is served by off-site storage, the Contractor shall make written request to the Owner for approval to include such material costs in the next progress payment. The Contractor's request shall include the following information:

- .1 A list of the fabricated materials consigned to the Project (which shall be clearly identified, giving the place of storage, together with copies of invoices and reasons why materials cannot be delivered to the site.
- .2 Certification that items have been tagged for delivery to the Project and that they will not be used for another purpose.
- .3 A letter from the Contractor's Surety indicating agreement to the arrangements and that payment to the Contractor shall not relieve either party of their responsibility to complete the Work.
- .4 Evidence of adequate insurance covering the material in storage, which shall name the Owner as additionally insured.
- .5 Costs incurred by the Architect to inspect material in off-site storage shall be paid by the Contractor.
- .6 Subsequent pay requests shall itemize the materials and their cost which were approved on previous pay requests and remain in off-site storage.
- .7 When a partial payment is allowed on account of material delivered on the site of the Work or in the vicinity thereof or under possession and control of the Contractor, but not yet incorporated therein, such material shall become the property of the Owner, but if such material is stolen, destroyed or damaged by casualty before being used, the Contractor will be required to replace it at its own expense.

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

§ 9.4 Certificates for Payment

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

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data 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 that 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, 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, unless otherwise required by the Agreement between the Owner and the Architect or applicable law, construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

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

- .1 defective Work not remedied, 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.

§ 9.5.2 When the Contractor disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, the Contractor may submit a Claim in accordance with Article 15.

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

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

§ 9.5.5 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.

§ 9.5.6 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.

§ 9.6 Progress Payments

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

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

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

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

§ 9.6.5 The Owner may, in its sole discretion, after providing Contractor with ten (10) days prior written notice, make direct payments to the Contractor's Subcontractors, suppliers, laborers or claimants relating to labor or material provided to the Contractor for which the Contractor has not provided a waiver of lien, in the event the Subcontractors, suppliers, laborers or claimants threaten to or actually cease providing labor and/or materials for the Project such that, in the Owner's determination, progress of the Project and the Project's Schedule are jeopardized. All payments made pursuant to this section shall be considered the same as if paid directly to the Contractor and shall constitute partial payment of the Contract Sum. In the event the Contractor disagrees with the amount proposed to be paid to one or more Subcontractors, suppliers, laborers or claimants, the Contractor shall provide a bond in the amount the Contractor believes the Owner will overpay, within ten (10) days of receipt of notice, or be barred from making any claim that the amount of the direct payment was incorrect. Payment under this provision shall not jeopardize any other remedy available to the Owner.

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

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

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

§ 9.6.9 Subject to applicable law, if a petition in bankruptcy or any other arrangement or proceeding regarding insolvency, assignment for the benefit of creditors, trust, chattel mortgage, or similar state or federal proceeding, whether voluntary or involuntary, shall be filed with respect to the Contractor, the Owner may withhold the final balance, or any other payments, whether or not an application for progress payment has been properly filed, until expiration of the period of any guarantees or warranties required for the Contractor, and the Owner may pay out such funds the amount necessary to satisfy any claims or costs that otherwise would have been covered by such guarantees or warranties.

§ 9.7 Failure of Payment

If without justifiable basis under the Contract Documents, including these General Conditions the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the undisputed amount

asserted by the Contractor in its Application for Payment or awarded by a court, then the Contractor may, upon twenty-one (21) additional days' written notice to the Owner and Architect, stop the Work until payment of the undisputed amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents. The Contractor acknowledges the Owner's right to dispute in good faith any amount requested by the Contractor, and, irrespective of the Architect's issuance of a Certificate for Payment, the Owner's right to withhold payments from the Contractor, including, without limitation, to correct Work that fails to conform with the Contract Documents or as an offset or recoupment to recover the cost of damages incurred by the Owner due to the Contractor's breach of the Contract or a wrongful or negligent act or omission of the Contractor.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents 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.

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

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

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

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

§ 9.8.6 Notwithstanding Sections 9.8.1 and 9.8.2, as a condition precedent to establishing the date of Substantial Completion, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected (a "punch list"). 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.

§ 9.8.7 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.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete. The Contractor shall proceed with the Work in such a manner as reasonably directed and shall cooperate with the Owner to limit interruptions.

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

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

§ 9.9.4 Any agreement as to the acceptance of non-conforming Work not complying with the requirements of the Contract Documents shall be in writing in the form of a Change Order, acceptable to the Owner's authorized representative and signed by all parties.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. 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 listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (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 Owner, (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. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and actual attorneys' fees.

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

§ 9.10.4 The making of final payment shall not constitute a waiver of Claims by the Owner.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.1.1 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 continuously maintain adequate protection of all Work from damage and shall protect the Owner's property from injury or loss. The Contractor shall make good any such damage, injury or loss at no cost to the Owner, except to the extent directly caused by agents or employees of the Owner. The Contractor shall adequately protect the Work and adjacent property as required by law, the Contract Documents, or as otherwise required, to cause no damage to the Work and adjacent property during the execution of the Work. This requirement shall also apply to structures above and below ground as conditions of the site require. The Contractor shall also provide recommendations and information to the Owner regarding (a) the assignment of responsibilities for safety precautions and programs by the Subcontractors and responsibilities for safety precautions and programs by the Subcontractors and the Owner for the safety of Owner, and the general public; (b) temporary facilities; and (c) equipment, materials and services for common use of Subcontractors. The Contractor shall verify that the requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 10.1.2 The Contractor is solely responsible to the Owner for health and safety at the Project site and, accordingly, shall be solely responsible for initiating, monitoring, maintaining and supervising all safety precautions and programs in connection with the performance of the Work. The foregoing does not relieve the Subcontractors of their responsibility to the Contractor for the safe performance of their Work in accordance with all applicable laws.

§ 10.1.3 The Contractor shall develop and implement a health and safety plan that complies with all applicable laws covering all activities on the Project Site except those activities performed solely by the Owner. The Contractor shall provide the Owner a copy of such health and safety plan prior to commencement of Work. The Owner shall have no duty to review the plan and shall assume no duty by doing so.

§ 10.2 Safety of Persons and Property

§ 10.2.1 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.

§ 10.2.2 The Contractor shall take all reasonable safety precautions with respect to its Work and work of others, shall comply with all standard industry safety measures and shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority and all other requirements of the Contract Documents, including those applicable to the safety of persons or property. The Contractor shall be responsible for the safety of all of the Contractor's employees and the safety of all of the Contractor's Subcontractors, suppliers, and their employees. The Contractor shall report in writing to the Architect any injury to any of Contractor's or its Subcontractor's employees at the site within one (1) day after the occurrence of such injury.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable, necessary and appropriate safeguards for safety and protection, including posting danger

signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The Contractor shall be solely and fully responsible for any and all damage claims and for defense of all actions against the Owner relating to such explosives, hazardous materials and/or unusual methods.

§ 10.2.5 The Contractor shall promptly remedy damage and loss to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.1.8.

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

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

§ 10.2.8 Injury or Damage to Person or Property

If the Contractor suffers injury or damage to person or property because of an act or omission of the Owner, or of others for whose acts the Owner is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the Owner within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the Owner to investigate the matter. This provision shall be for investigative purposes only and shall not eliminate or reduce a party's obligation to pursue Claims. The Contractor's failure to do so shall be an irrevocable waiver of any Claim arising out of such injury or damage. Injury or damage to persons or property suffered by the Owner because of an act or omission of the Contractor, or others for whose acts the Contractor is legally responsible, shall be subject to the limitation periods established by Michigan law.

§ 10.2.8.1 The Contractor causing damage to the Work of another shall be responsible for the repair and replacement of such damaged Work. Back charges shall be made against the Contract Sum of the damaging Contractor when corrections are not made promptly.

§ 10.2.8.2 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.

§ 10.2.9 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.

§ 10.3 Hazardous Materials and Substances

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

the condition, immediately stop Work in the affected area and notify the Owner and Architect in writing of the condition.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner, in its discretion, shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall, as a courtesy, furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. 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.

§ 10.3.3 NOT USED

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site. To the extent the Contract Documents require the removal, transport and disposal of hazardous materials, the Contractor agrees that it assumes responsibility for said tasks as part of the Contract.

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

§ 10.3.6 NOT USED

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's reasonable discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7. Nothing in this paragraph will be construed as relieving Contractor from the cost and responsibilities for emergencies covered hereby.

§ 10.5 Notification of Utility Companies

§ 10.5.1 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.

§ 10.5.2 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). The Contractor shall wait for the applicable utility to stake and/or mark its utility lines before commencing the relevant Work

§ 10.5.3 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.

§ 10.5.4 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.

§ 10.6 Security

§ 10.6.1 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.

§ 10.7 Fire Protection

§ 10.7.1 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.

§ 10.7.2 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.

§ 10.7.3 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.

§ 10.8 Environmental Statement and Responsibility of Contractors and Sub-Contractors

§ 10.8.1 It shall be the responsibility of the Contractor to pay any and all costs incurred in any way related to clean up related to any environmental hazard created by means of release, spill, leak or any other means of contamination caused by accident or negligence that is the responsibility of Contractor or its subcontractors or other agents.

§ 10.8.2 It shall be the responsibility of the Contractor to dispose of any product(s) and/or material in strict compliance with applicable federal, state, and local laws (e.g., Environmental Protection Agency, Michigan Department of Natural Resources, etc.).

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as required by law and as otherwise described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies rated A- or better by A.M. Best Company and lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.1.2 The Owner hereby requires the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder, each in the penal sum of 100% of the Contract Sum and in accordance with applicable law, on the date of execution of the Contract. The Owner may also require, through the Contract Documents or otherwise, that any contract valued at \$50,000 or less shall also include payment and performance bonds each in the penal sum of up to 100% of the Contract Sum. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located. The Contractor shall obtain and provide to the Owner copies of any and all bonds required by the Contract prior to Contractor beginning performance pursuant to the Contract. The Contractor's obligation to provide such bonds shall not be waived in any fashion, including any failure to secure such bonds prior to Contractor beginning performance pursuant to the Agreement.

§ 11.1.2.1 The Contractor's liability insurance shall as identified in Attachment A of the Agreement.

§ 11.1.2.1.1 - § 11.1.2.1.6 Reserved

§ 11.1.2.1.7 Additional Insured Obligations. Grand Rapids Public School District and Plante Moran Realpoint, LLC, it's Owner's Representative, the Architect, and Architect's consultants must be named as additional insured by endorsement to the Comprehensive General Liability Policy. Certificates of insurance evidencing that the Contractor has secured all of the foregoing insurance must be provided to the Owner. A minimum of thirty [30] days' notice to the Owner prior to the cancellation of, or change in, any such insurance shall be endorsed on each policy and noted on each certificate.

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

§ 11.1.4 For all insurances where the Contractor is obligated to have its insurance company name the Owner, Owner's Representative Consultant, Architect and Architect's consultants as additional insureds, 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." Should the Contractor's insurance costs increase due to adding the Architect and/or Architect's Consultants as additional insureds, and should such costs be passed on to the Owner, the Architect and Architect's Consultants, as applicable, shall reimburse the Owner for such additional costs.

§ 11.1.5 Notice of Cancellation or Expiration of Contractor's Required Insurance. Immediately after the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, but in no event less than the sooner of three (3) 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.

§ 11.2 Owner's Insurance

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

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may obtain insurance of reasonable type and coverage amount that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work and the parties shall negotiate an adjustment to the Contract Sum and Contract Time. Property Insurance provided by the Owner will cover only Work incorporated into the construction and will not cover tools, equipment, or other property owned, leased, rented, or borrowed by the Contractor, Subcontractor, Sub-Subcontractor, or others.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice 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.

§ 11.3 Waivers of Subrogation

§ 11.3.1 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.

§ 11.3.2 NOT USED

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

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner. The Owner shall use its best efforts, with consultation of the Architect, to reach a quick and fair settlement for all interested parties, with the insurance companies after a loss.

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request with the Owner's consent to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to a negotiated adjustment to the Contract Sum and Contract Time as may be appropriate. At the time the Owner's consent is sought as described herein, the Architect shall notify the Owner that additional costs may apply if the Work is in accordance with the Contract Documents. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

It is understood that the correction of work, either before or after Substantial Completion, shall occur without extension of the Contract Time, without increase in the Contract Sum, and without use of any contingency.

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including work of other Contractors and 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.

§ 12.2.2 After Substantial Completion

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

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

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

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

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

§ 12.2.5 Nothing contained in this Section 12.2 or other provisions of the Contract Documents establishing a "correction warranty" or other similar concept shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents, including, without limitation, Section 3.5. Establishment of the two-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.2.6 The Contractor shall respond immediately to correct Work deficiencies and/or punch list items. Failure to correct Work deficiencies and/or punch list items in a timely fashion shall be a substantial breach, and the Owner may terminate the Contract immediately. The Owner's right of termination in this Section 12.2.6 is separate and distinct from the right of termination in Section 14.2. Whether or not the Contract is terminated, if the Contractor fails to make corrections in a timely fashion, such Work may be corrected by the Owner, in its sole discretion, at the Contractor's expense and the Contract Sum may be adjusted by back charge and/or withholding future payments due the Contractor accordingly. The Contractor shall promptly notify the Architect in writing when Work deficiencies and/or punch list items are completed. If upon review of the Work by the Architect, after such notification by the Contractor, Work deficiencies and/or punch list items shall continue to exist, the Contractor shall reimburse the Owner for any costs incurred by the Owner, plus ten percent (10%) overhead and profit, as well as the Architect's fees for reinspections of the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made. The acceptance of nonconforming Work by the Owner shall be by written Change Order signed by the Owner's authorized representative. Acceptance of nonconforming Work may only occur pursuant to such written Change Order.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 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.

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

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

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

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

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

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

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. For any late payments by the Owner, the interest rate shall not exceed five percent (5%) per annum (see MCL 438.31).

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Contract Documents, subject to justifiable withholding of payment as described herein or in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 refuses or fails to supply enough properly skilled workers or proper materials to the point of negatively impacting the Project and/or the related schedule;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .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.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, three (3) days' notice, terminate the Contractor's right to proceed with the Work, or such part of the Work as to which such defaults have occurred, and may take any one or more of the following actions:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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.

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.

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed and costs incurred by reason of the termination.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract, including, but not limited to, additional sums, additional time for performance, or damages for delay. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to

file a Claim in order to impose liquidated damages in accordance with the Contract Documents. The Contractor shall not knowingly (as "knowingly" is defined in the Federal False Claims Act, 31 USC 3729, *et seq.*) present or cause to be presented a false or fraudulent Claim. As a condition precedent to making a Claim by the Contractor, the Claim shall be accompanied by an affidavit sworn to before a notary public or other person authorized to administer oaths in the State of Michigan and executed by an authorized representative of the Contractor, which states that, "The Claim which is submitted herewith complies with subparagraph 15.1.1 of the General Conditions, as amended, which provides that the Contractor shall not knowingly present or cause to be presented a false or fraudulent claim." Claims of the Owner shall be governed by the relevant Michigan statutory limitations period.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims as set forth herein and shall pursue all causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2. The Owner shall commence all claims and causes of action in accordance with Section 13.1 and Section 15.1.2.1, regardless of any other time frames identified in the Contract Documents. The Contractor shall commence all Claims and causes of action in accordance with Section 15.1.2 and Section 15.1.3, other provisions of the Contract, and in accordance with Michigan law.

§ 15.1.2.1 Regardless of any provisions to the contrary, the limitations period with respect to any Claim or cause of action by the Owner with respect to defective or nonconforming Work shall not commence until the discovery of such defective or nonconforming Work by the Owner. See also Section 13.1.

§ 15.1.2.2 Surety Notice and Prior Approval

Except where otherwise expressly required by the terms of the Agreement or the General Conditions, exercise by the Owner of any contractual or legal right or remedy without prior notice to or approval by the Contractor's surety shall in no way prohibit the Owner's ability to pursue such right or remedy. Further, pursuit of such a right or remedy without prior notice to or approval of surety shall in no way compromise, limit or bar any claim by the Owner against a surety bond of the Contractor.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by the Contractor shall be initiated by notice to the Owner and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by the Contractor shall be initiated 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.

§ 15.1.3.2 NOT USED

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim or cause of action, including mediation, arbitration and/or litigation, as applicable, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make undisputed payments in accordance with the Contract Documents.

§ 15.1.4.2 NOT USED

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Failure to provide such notice shall serve as an absolute bar against a Claim or cause of action for such an increase in the Contract Sum. Prior notice is not required for Claims relating to an emergency endangering life or property arising

under Section 10.4. A Project delay shall not be a basis for a Claim or cause of action for additional cost by the Contractor. Delays may be remedied only through an extension of time per Sections 8.3.4 and 15.1.6.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided in Section 15.1.3 shall be given. Failure to give such notice shall be an absolute and irrevocable waiver of a Claim or cause of action for additional time. The Contractor's Claim shall include an estimate of probable effect of delay on progress of the Work due to the increase in Contract Time sought. In the case of a continuing delay, only one Claim is necessary.

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

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor waives Claims and/or causes of action against the Owner for consequential damages arising out of or relating to this Contract. This waiver includes, without limitation:

- .1 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 either party's termination. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims of the Contractor shall, and Claims of the Owner may, be referred to the Initial Decision Maker for initial interpretation. The Architect will serve as the Initial Decision Maker. Except for those Claims excluded by this Section 15.2.1, an initial interpretation shall be required as a condition precedent to mediation, arbitration and/or litigation of any Claim brought by the Contractor against the Owner. If an initial interpretation has not been rendered within 30 days after a Contractor-required or Owner-requested Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without an interpretation having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to interpret the Claim. Within ten (10) days of a written request, the Contractor shall make available to the Owner or its representative all of its books, records, or other documents in its possession or to which it has access relating to a Claim and shall require its Subcontractors, regardless of tier, and suppliers to do the same.

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

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

§ 15.2.5 The Initial Decision Maker will render an initial interpretation approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial interpretation shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any recommended change in the Contract Sum or Contract Time or both. If the Claim is timely and properly asserted, the initial interpretation shall be subject to the parties' agreed-upon dispute resolution process.

§ 15.2.6 NOT USED

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

§ 15.3 Mediation

§ 15.3.1 Except as stated in this Agreement or otherwise agreed in writing by the parties, Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4 and 9.10.5, shall be subject to mediation as a condition precedent to the parties' agreed-upon dispute resolution process.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the commencement of the parties-agreed-upon dispute resolution proceedings but, in such event, mediation shall proceed in advance of such proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. All limitations periods shall be tolled during the mediation process.

§ 15.3.3 NOT USED

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

§ 15.4.4 Consolidation or Joinder

The Contractor further agrees to include similar dispute resolution provisions in all agreements with the Subcontractors, suppliers, and independent contractors and consultants retained for the Project and to require them to include a similar dispute resolution provision in all agreements with Subcontractors, all subconsultants, suppliers or fabricators so retained, thereby providing for a consistent method of dispute resolution between the parties to those agreements. Subject to the other limitations periods identified in these General Conditions which are understood to govern over this sentence, no demand for mediation or arbitration shall be made after the date when the applicable statutes of limitation would bar legal or equitable proceedings. During the pendency of any mediation or arbitration, all applicable limitations periods shall be tolled until the conclusion of that process.

With the exception of matters solely dealing with the Contract, the Owner reserves the right in its discretion to require consolidation or joinder of any mediation or arbitration arising out of or relating to this Agreement with another mediation or arbitration involving a person or entity not a party to this Agreement in any event the Owner believes such consolidation or joinder is necessary in order to resolve a dispute or avoid duplication of time, expense or effort. With the exception of matters solely dealing with the Contract, in the event the Owner is involved in a dispute which is not subject to mediation or arbitration involving a person or entity not a party to this Agreement, the mediation and arbitration provisions of this article shall be deemed to be void and nonexistent in the event Owner, in its discretion, determines the Contractor should become a party to that dispute by joinder or otherwise. Any mediation or arbitration hearing shall be held in the general location where the Project is located, unless another location is mutually agreed upon.

[end of AIA A201-2017, General Conditions of the Contract for Construction]



APPENDIX “F”

Grand Rapids Public School District Forms

All forms below are to be submitted with PART I of the RFQ Package. Any forms requiring notarization must be fully completed or could result in firms’ submission being disqualified.

DTMB - DEMOGRAPHICS, STATISTICS AND CERTIFICATION

DTMB - Certification of a Michigan-Based Business

SWORN STATEMENT OF FAMILIAL RELATIONSHIP

IRAN BUSINESS RELATIONSHIP AFFIDAVIT

CRIMINAL BACKGROUND AFFIDAVIT

NON-COLLUSIVE AFFIDAVIT

DEBARMENT AND SUSPENSION CERTIFICATION

REQUEST FOR INFORMATION (RFI)



DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET

Facilities and Business Services Administration

Design & Construction Division

DEMOGRAPHICS, STATISTICS AND CERTIFICATION

1. Company Name: _____
2. Company Address: _____

3. Principal Place of Business: _____
4. Year of Establishment: _____

Woman-, Minority-, or Veteran-Owned Small Business Representation
 (For Statistical Use Only)

DEFINITIONS:

“Woman-owned business” means a small business that is at least 51% owned by a woman or women who are US citizens and who control and operate the business.

The vendor represents that it ☐ IS ☐ IS NOT a woman-owned small business.

“Minority-owned business” means a small business that is at least 51% owned by a minority or minorities who are US citizens and who control and operate the business.

The vendor represents that it ☐ IS ☐ IS NOT a minority-owned small business.

- ☐ African-American ☐ Arab-American ☐ Asian-American ☐ Hispanic
☐ American Indian ☐ Eskimo

“Qualified Disabled Veteran” means a business entity that is 51% or more owned by one or more with a service-connected disability.

The vendor represents that it ☐ IS ☐ IS NOT qualified disabled.

“Veteran -owned business” means a small business that is at least 51% owned by a veteran or veterans who are U.S. citizens and who control and operate the business.

The vendor represents that it ☐ IS ☐ IS NOT a veteran-owned small business.

The Constructor represents and warrants that the company meets the above (when checked) and can provide supportive documentation upon request.

Authorized Agent Name (print or type) _____

Authorized Agent Signature _____



Certification of a Michigan-Based Business
 (Information Required Prior to Contract Award
 for Application of State Preference/Reciprocity Provisions)

DEFINITION: To qualify as a Michigan business, vendor must have, during the 12 months immediately preceding this bid deadline, or if the business is newly established, for the period the business has been in existence, it has (check all that apply):

Bidder shall also indicate one of the following:

- ☐ Bidder qualifies as a Michigan business (provide zip code): _____
- ☐ Filed a Michigan single business tax return showing a portion or all of the income tax base allocated or apportioned to the State of Michigan pursuant to the Michigan Single Business Tax Act, 1975 PA 228, MCL ~208.1 – 208.145; or,
- ☐ Filed a Michigan income tax return showing income generated in or attributed to the State of Michigan; or,
- ☐ Withheld Michigan income tax form compensation paid to the bidder's owners and remitted the tax to the Department of Treasury

I certify that **I have personal knowledge** of such filing or withholding, that it was more than a nominal filing for the purpose of gaining the status of a Michigan business, and that it indicates a significant business presence in the state, considering the size of the business and the nature of its activities.

I authorize the Michigan Department of Treasury to verify that the business has or has not met the criteria for a Michigan business indicated above and to disclose the verifying information to the procuring agency.

- ☐ Bidder does not qualify as a Michigan business (provide name of State): _____
- ☐ Principal place of business is outside the State of Michigan, however service/commodity provided by a location within the State of Michigan (provide zip code): _____

Authorized Agent Name (print or type) _____

Authorized Agent Signature _____

Fraudulent Certification as a Michigan business is prohibited by MCL 18.1268 §268. A BUSINESS THAT PURPOSELY OR WILLFULLY SUBMITS A FALSE CERTIFICATION THAT IT IS A MICHIGAN BUSINESS OR FALSELY INDICATES THE STATE IN WHICH IT HAS ITS PRINCIPAL PLACE OF BUSINESS IS GUILTY OF A FELONY, PUNISHABLE BY A FINE OF NOT LESS THAN \$25,000 and subject to debarment under MCL 18.1264

SWORN STATEMENT OF FAMILIAL RELATIONSHIP

As required by Section 1267 of the Revised School Code – MCL 380.1267

STATE OF MICHIGAN

COUNTY OF _____

_____, being duly sworn, deposes and says:

That _____ (The "Bidder") has bid for an improvement to the following described project located in Kent County, Michigan, which is owned by the Grand Rapids Public Schools:

Project Name: _____

That the following is a statement of disclosure of any familial relationship that exists between the owner or any employee of the Bidder and any member of the Grand Rapids Public Schools Board of Education or Superintendent, as required pursuant to Section 1267 of the Revised School Code, as amended.

1. ☐ That there are no such familial relationships existing at this time.

OR

2. ☐ That a familial relationship exists between

_____,

an ☐ owner ☐ employee of the Bidder who is the _____ relationship

of _____, who is ☐ a member of the Board,

☐ the Superintendent.

Deponent _____

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

Acting in: _____

My commission expires: _____

IRAN BUSINESS RELATIONSHIP AFFIDAVIT

Effective April 1, 2013 all bids, proposals, and/or qualification statements received in the State of Michigan must comply with the "Iran Economic Sanctions Act". The following certification is to be signed and included at time of submittal.

Certification

Pursuant to the Michigan Iran Economic Sanctions Act, 2012 P.A. 517, by submitting a bid, proposal or response, Respondent certifies, under civil penalty for false certification, that it is fully eligible to do so under law and that it is not an "Iran linked business" as the term is defined in the Act.

Signature

Title

Company

Date

CRIMINAL BACKGROUND AFFIDAVIT

The undersigned, the owner or authorized officer of the below-named Firm, pursuant to the criminal background compliance certification requirements of Grand Rapids Public Schools (the "School District") hereby represents and warrants that the Firm has performed and/or will perform sufficient criminal background checks, including at a minimum, an Internet Criminal History Tool ("ICHAT") check, for all of its owners, employees, agents, representatives, contractors and/or other personnel who will be on any School District premises to carry out the services contemplated by the Contract Documents. The Firm further hereby certifies that no owner, employee, agent, representative, contractor and/or other personnel of the Firm will be on any School District premises if they are a registered criminal sexual offender under the Sex Offenders Registration Act, Public Act 295 of 1994, or have been convicted of "Listed Offense" as defined under Section 722 of the Sex Offenders Registration Act, MCL 28.722.

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

FIRM:

Name of FIRM

By: _____

Its: _____

STATE OF _____)
_____)ss.

COUNTY OF _____)

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

Notary Public

County _____, My

Commission Expires: _____

Acting in the County of:

NON-COLLUSIVE AFFIDAVIT

STATE OF MICHIGAN)
) SS
COUNTY OF _____)

_____, being duly sworn, deposes and says that:

1. The proposal has been arrived at by the consultant independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment, or services described in the request for proposals, designed to limit independent bidding or competition; and,
2. The contents of the proposal have not been communicated by the consultant or its employees or agents to any person not an employee or agent of the consultant or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official opening of the proposal.

Signature of Consultant

STATE OF _____)
) SS.
COUNTY OF _____)

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

_____.

_____, Notary Public

_____ County _____,

My Commission Expires: _____

Acting in the County of: _____

DEBARMENT AND SUSPENSION CERTIFICATION

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- Does not have a proposed debarment pending; and,
- It is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space:

Exceptions will not necessarily result in denial or award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: *Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Bid. Signing this document on the signature portion thereof shall also constitute signature of this Certification.*

Signature

Title

Company

Date

REQUEST FOR INFORMATION

PROJECT: _____

COMPANY: _____

NAME: _____

PHONE: _____

E-MAIL: _____

DATE: _____

QUESTION:

(Type or print in box or attach additional typed pages with this cover page.)

SEND TO: Dale Cammenga
Director of Design & Construction
Grand Rapids Public Schools
E-Mail: CammengaD@grps.org