



IONIA PUBLIC SCHOOLS

JEFFERSON ELEMENTARY WALL RESTORATION

CONSTRUCTION MANAGER'S
PROJECT MANUAL

AUGUST 29, 2024

Construction Manager:
Owen-Ames-Kimball Co.

126 Ottawa Ave NW
Suite 600
Grand Rapids, MI 49503
616.456.1521

Send RFIs and Substitution Requests to:

Eric Dean: ericd@oakmi.com

Mandy Ebels: mandye@oakmi.com

RFI Cutoff Date: September 19th, 2024 @ 3:00PM



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Owen-Ames-Kimball Co. Safety Manual:

<https://tinyurl.com/34zxyj49>



ADVERTISEMENT FOR BIDS

BID PROPOSAL

Sealed bids, in triplicate, for the Ionia Public Schools - Jefferson Elementary Wall Restoration, will be received until 2:00 PM local time, Friday, September 27th, 2024 at 6645 East Paris Ave SE Caledonia, MI 49316. Bids received after this time will neither be considered nor accepted.

All proposals received by the time and date stated above will be opened and read publicly at 2:00 PM local time, Friday, September 27th, 2024 at 6645 East Paris Ave SE Caledonia, MI 49316.

All proposals received by the times and date stated above will be opened and read on a YouTube live stream: <https://youtube.com/live/hiZ8xlpnWG4?feature=share>, 2:00 PM local time, Friday, September 27th, 2024

Bids may be mailed to 6645 East Paris Ave SE Caledonia, MI 49316. Mailed bids must be received prior to the bid due time and date stated above. FAXED, EMAILED OR UPLOADED TO BUILDING CONNECTED BIDS WILL **NOT** BE ACCEPTED.

In accordance with Section 1267 of the Revised School Code each bid must be accompanied by a sworn and notarized Familial Disclosure Statement completed by the bidder disclosing any familial relationship between the Owner or any employee of the Bidder and any member of the District's Board of Education or the Superintendent of the District.

SITE INSPECTION

A construction pre-bid meeting will be held at Jefferson Elementary, 420 N Jefferson St, Ionia, MI 48846, 10:00AM local time, Wednesday, September 11th, 2024. All bidders are encouraged to attend.

BID DOCUMENTS

The Bidding Documents may be examined at the following locations:

- Owen-Ames-Kimball Co. Website: <http://www.owen-ames-kimball.com/subcontractors/>
- Builders Exchange plan rooms in Grand Rapids, Kalamazoo, Lansing and Traverse City.

BIDDER QUALIFICATIONS

Bidders submitting a Bid for this Project shall have qualifications as follows:

- a. Shall be a reputable, recognized organization, with at least five (5) years successful experience on work of this type and scope of this project.
- b. Shall have a license where required by public authorities having jurisdiction.
- c. Shall have ample financial resources for work of this magnitude.

BID SECURITY - PERFORMANCE BONDS

Each bid shall be accompanied by good and sufficient bid security or bid bond in an amount not less than 5% of the Bid amount and shall secure the Owner from loss or damage by reason of the withdrawal of the Bid by a Bidder or by failure of the successful Bidder to enter into a Contract with the Owner if his Bid is accepted by the Owner.

Bid securities will not be released or returned until the bid "hold-firm" date or a subcontract has been successfully executed for the specific bid category of work, whichever occurs first.



Bid security may be provided by furnishing a bond from a surety company having a rating of A- or better or certified check. Owen-Ames-Kimball is not responsible for the loss of bid security if provided by certified check.

The successful Bidder will be required to secure Performance, Labor and Material bonds for all contracts exceeding \$50,000, from a surety company having a rating of A- or better, for the full amount of the Contract.



SUPPLEMENT TO INSTRUCTIONS TO BIDDERS

STANDARD AIA FORMS

The Instructions to Bidders (AIA Document A701-2018 Edition), Articles 1 through 8, and as herein amended or added to, are a part of the Contract Documents, and shall apply to all Contractors, and/or Subcontractors.

ARTICLE 1 – DEFINITIONS Add Subparagraph 1.10 as follows:

1.10 All references made to Owner shall be implied to refer to the Construction Manager.

ARTICLE 3 – BIDDING DOCUMENTS

3.1 Distribution Add Subparagraph 3.1.6 as follows:

3.1.6 The Bidding Documents, including drawings, specifications, and necessary forms, can be examined at the following locations.

- Owen-Ames-Kimball Co. website: www.owen-ames-kimball.com/subcontractors/
- Builders Exchange plan rooms in Grand Rapids, Kalamazoo, Lansing, and Traverse City.

3.2 MODIFICATION OR INTERPRETATION OF BIDDING DOCUMENTS Revise Subparagraph 3.2.2. as follows:
Line 2 shall read "...ten days..."

ARTICLE 4 – BIDDING PROCEDURES

4.1 PREPARATION OF BIDS Revise Subparagraph 4.1.1. and Add Subparagraph 4.1.6.1, 4.1.9 and 4.1.10 as follows:

Bids shall be submitted, in triplicate, on the Bid Proposal Form included within the bidding Documents.

4.1.6.1 Proposals will be accepted for one (1) Bid Category only, or a combination of two (2) or more Categories. If the Bidders wish to have their combined bid considered for separate categories, they must submit separate proposals for the individual category along with their combined bid proposal.

4.1.9 A Pre-Bid Conference will be held in accordance with the following schedule:

Date: Wednesday, September 11th, 2024

Place: Jefferson Elementary School, 420 N Jefferson St, Ionia, MI 48846

Time: 10:00 AM

4.1.10 In accordance with Section 1267 of the Revised School Code each bid must be accompanied by a sworn and notarized Familial Disclosure Statement completed by the bidder disclosing any familial relationship between the Owner or any employee of the Bidder and any member of the District's Board of Education or the Superintendent of the District.

4.2 BID SECURITY Add Subparagraphs 4.2.1.1, 4.2.1.2 and Revise Subparagraph 4.2.3 as follows:

4.2.1.1 Bid security shall be required for each bid tendered.

4.2.1.2 Bid security shall be in the form of either a CERTIFIED or CASHIER'S CHECK on an open and solvent bank or bid bond issued by surety company payable to the Owner in an amount equal to five percent (5%) of the base bid.

4.2.3 Revise Lines 1 and 2 to read "If a surety bond is provided the attorney-in-fact who ...".

4.3 ADDENDA Revise Subparagraph 4.3.3 as follows:

4.3.3 Addenda will be issued no later than two days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.



- 4.4 MODIFICATION OR WITHDRAWAL OF BIDS Revise Subparagraph 4.4.3 as follows:
4.4.3 After the time and date of receipt of Bids, a bid may not be modified, withdrawn or cancelled by the Bidder for sixty (60) days.

ARTICLE 5 – CONSIDERATION OF BIDS

- 5.3 ACCEPTANCE OF BID (AWARD) Revise Subparagraph 5.3.2 and add Subparagraph 5.3.4 as follows:
5.3.2 Revise Line 1 to read "...right to accept Mandatory and Voluntary Alternates in any order..."
5.3.3 Owner reserves the right determine which bidders are considered the lowest qualified bidder and to award to said bidder.
5.3.4 After the Owner has awarded the Bid Categories the Construction Manager will prepare and send a Notice of Pending Award to the successful Bidders.

ARTICLE 6 – POST-BID INFORMATION

- 6.1 CONTRACTOR'S QUALIFICATION STATEMENT Revise Subparagraph 6.1 as follows:
The Owner, Architect and Construction Manager may make such investigations as they deem necessary to determine the ability of the Bidder to perform the work. The Bidder shall furnish all such information and data for this purpose as the Construction Manager may request within twenty-four (24) hours, including, but not limited to, lists of projects completed, financial statements for the past two (2) years, a current list of work in progress. The Owner reserves the right, based on the advice of the Construction Manager and Architect, to reject any bid if the evidence submitted, or investigation of such Bidder, fails to prove that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
- 6.3 SUBMITTALS Revise Subparagraph 6.3.1, replace Subparagraphs 6.3.1.1 thru 6.3.1.3 and add Subparagraphs 6.3.1.4 thru 6.3.1.6 as follows:
6.3.1 The Bidder shall within ten (10) days upon issuance of a Notice of Pending Award furnish to the Owner through the Construction Manager the following:
6.3.1.1 The necessary insurance forms as specified in the Bidding Documents.
6.3.1.2 A cost breakdown on the continuation sheets of the "Application and Certificate for Payment", AIA Document G703 showing all major work items, separated by both material and labor.
6.3.1.3 A list of the work which will be performed with the Bidder's own forces, a list of their subcontractors and a list of work that will be performed by the subcontractor's forces.
6.3.1.4 Names of the manufacturer's, products and suppliers of principle items, materials or systems proposed for the work.
6.3.1.5 Schedule information.
6.3.1.6 The Bidder will be notified in writing if any of the above items are not acceptable.

ARTICLE 7 – PERFORMANCE BOND AND PAYMENT BOND

- 7.1 BOND REQUIREMENTS Revise Subparagraph 7.1.1 as follows and Delete Subparagraph 7.1.3
7.1.1 Revise first sentence to read "For Contracts exceeding \$50,000 the Bidder shall furnish separate Performance and Payment Bonds covering the..."
7.2 TIME OF DELIVERY AND FORM OF BONDS Delete Subparagraph 7.2.2

ARTICLE 8 – ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

- 8.1 Revise sentence to read: Copies of the proposed Contract Documents will be made available to the Awarded Bidder as modified and would include but not limited to the following documents as issued by the Construction Manager.



ARTICLE 9 – INSURANCE

- 9.1 INSURANCE REQUIREMENTS The required insurance will name Owen-Ames-Kimball Co., Owner and Architect, along with their respective officers, agents and employees are named as additional insureds for the auto liability and general liability on a primary and non-contributory basis for ongoing and completed operations. The ONLY acceptable endorsement for the additional insureds requirements is ISO form CG 20 37 07 04.
- 9.1.1 Commercial General Liability – ISO Occurrence form CG 20 10 07 04 and CG 20 37 07 04 are the required forms.

ARTICLE 10 – DESCRIPTION OF WORK Add paragraph 10.1 and 10.2

- 10.1 BID CATEGORIES Add Subparagraphs 10.1.1, 10.1.1.1., 10.1.1.2, 10.1.1.3 as follows:
- 10.1.1 Bid Categories have been established to guide Bidders in determining scope of work where trade jurisdiction is not clearly defined. These descriptions are not meant to be all inclusive of work to be included in the Bid. If a conflict in the assignment of work exists between the Bidding Documents and the descriptions of these bid categories, the requirements of the bid category description(s) shall take precedence and the Construction Manager shall immediately be notified of the conflict. Bidders are to familiarize themselves with all Bid Categories.
- 10.1.1.1 Requirements for a specific Bid Category, trade or contract will generally be described in that portion of the Specifications or Drawings related to that trade or contract. Such requirements may, however, be described in other sections of the contract documents. Contractors will be held responsible for having carefully examined all drawings and read all divisions of the specifications and all contract documents to avoid omissions or duplications and to ensure a complete job.
- 10.1.1.2 There is not necessarily a direct relationship between the Bid Category numbers or names and the Specification Division or Section numbers.
- 10.1.1.3 Unless specifically noted as being furnished only, scopes include the complete installation including materials, labor, equipment, interface with the work of other trades, etc.
- 10.2 INDEX OF BID CATEGORIES Add paragraph 10.2
- Bid Category No. 01 – Masonry Restoration
- 10.3 BID CATEGORY DESCRIPTIONS Add paragraph 10.3
- Bid Categories have been established to guide Bidders in determining scope of work where trade jurisdiction is not clearly defined. These descriptions are not meant to be all inclusive of work to be included in Bid. Unless specifically noted as being furnished only or install only, scope includes complete installation including all labor, material, equipment, etc.

Bidders are required to familiarize themselves with all Bid Categories and Alternates.



BID CATEGORY NO. 01 - MASONRY RESTORATION

Include:

1. Complete masonry and related work as shown on the drawings and as specified in the following sections:

MASONRY REPOINTING

2. Provide all necessary demolition and material removals required to complete this scope of work.
 3. Provide all masonry restoration and repairs as indicated in the construction documents.
 4. Provide all necessary supports, fasteners, ties, etc. as needed to restore masonry.
 5. Provide all joint sealant replacement as indicated in the construction documents.
 6. Provide all necessary flashings, termination bars, weep vents, etc. as indicated in the construction documents.
 7. Provide all temporary rerouting/support of existing utilities necessary to complete the scope of work.
 8. Reinstall/replace final existing utilities supports following completion of masonry restoration.
 9. Rake out and repoint all joints in areas indicated.
 10. Include all necessary heat/weather protection for this contractor's work.
 11. Include all scaffolding, lifts, barricades, etc. as needed to complete this scope of work.
 12. Clean all masonry restoration under this scope of work.
 13. See General Comment re: General Safety
 14. See General Comment re: Support for Building Systems/Components
 15. See General Comment re: Demolition
 16. See General Comment re: Project Clean-up
-



GENERAL COMMENTS

General Safety:

1. Your Firm, all employees, subcontractors, and material suppliers onsite will comply with Owen-Ames-Kimball Co.'s Safety Policy and Requirements, INCLUDING BUT NOT LIMITED TO THESE HIGHLIGHTED ITEMS:
 - a. Hard hats are required.
 - b. Contractor safety manuals/books will be kept on-site.
 - c. Contractors must provide their own first aid and fire protection equipment.
 - d. Contractors are responsible for providing the necessary barricades for their work.
 - e. Contractors are responsible for their own fall protection.
 - f. Contractors must comply with the "Right to Know" law.
 - g. Contractors must comply with O.A.K.'s substance abuse policy.
 - h. No Smoking, Tobacco, or E-Cigarettes on School Property.
 - i. A designated competent/qualified person shall be required to be on site for the following but not limited to structural demolition, scaffolding, fall protection & excavations.
 - j. Contractors shall furnish a written job specific Silica Exposure Plan per MiOSHA requirements.
 - k. Contractors required to work in a masonry restricted zone must have proper training.
2. All contractors must comply with MIOSHA standards and barricade, cover, or fill any holes in the walking surfaces generated under their scope of work greater than or equal to 2" to prevent trip hazards.
3. Owen-Ames-Kimball Co. Safety Manual can be viewed in its entirety here: <https://tinyurl.com/34zxyj49>

Support for Building Systems/Components:

1. Any component of the building construction that requires support and/or blocking that is not shown in the construction documents shall be provided by the contractor that is responsible for the installation of the component.

Demolition:

1. Dumpsters provided by the Construction Manager for use during construction are intended for general construction refuse and shall not be available for the disposal of the following items: debris resulting from paint products, hazardous materials, site, architectural, structural, mechanical, or electrical demolition operations. Contractors generating such materials shall provide dumpsters for them and legally dispose of them off site.
2. Demolition (and related patching) needed but not shown on the demolition plan is the responsibility of the contractor requiring it.

Project Clean-up:

1. It is the responsibility of all contractors to maintain a clean and organized project site.
2. On Friday of each week, all contractors who were on site to perform construction activities will provide a laborer for at least 1 hour of clean-up to ensure site is organized prior to the weekend.
3. Pavement sweeping will be the responsibility of the contractor(s) contributing to the construction mess on existing pavements around the projects.

End of Instruction Bidders



STATEMENT OF PARTICIPATION

Owen-Ames-Kimball Co. strives to recognize and represent the community in which you reside and serve through continuous efforts to encourage local participation and inclusive practices on all our construction projects.

Owen-Ames-Kimball Co. encourages local participation. We believe we have a responsibility to support the growth of the businesses within the community in which the project resides.

Owen-Ames-Kimball Co. practices inclusion. These inclusive practices are established within our organization and in our business endeavors, and strongly promoted on our jobsites. We encourage all of our subcontractors to implement inclusive practices within their organizations and through partnering efforts on our projects.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDD/YYYY)
ISSUE DATE

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

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

PRODUCER AGENT'S NAME AGENT'S ADDRESS	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:														
INSURED SUBCONTRACTOR'S NAME SUBCONTRACTOR'S ADDRESS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: CARRIER NAME</td> <td></td> </tr> <tr> <td>INSURER B: CARRIER NAME</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: CARRIER NAME		INSURER B: CARRIER NAME		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	POLICY NUMBER	EFF DATE	EXP DATE	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
X	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:	X	X	POLICY NUMBER	EFF DATE	EXP DATE	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
X	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$	X	X	POLICY NUMBER	EFF DATE	EXP DATE	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
X	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	POLICY NUMBER	EFF DATE	EXP DATE	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Project Name
 Owen-Ames-Kimball Co., Owner and Architect, along with their respective officers, agents and employees are named as additional insureds for the auto liability and general liability on a primary and non-contributory basis for ongoing and completed operations per CG2010 07/04 and CG2037 07/04 attached. A waiver of subrogation applies in favor of additional insureds for the general liability, auto liability and workers' comp. Umbrella is following form. A 30-day notice of cancellation or change in coverage will be provided to Owen-Ames-Kimball Co.

CERTIFICATE HOLDER Owen-Ames-Kimball Co. 300 Ionia Ave., NW Grand Rapids, MI 49503	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE AGENT'S SIGNATURE
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POLICY NUMBER: SAMPLE

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Owen-Ames-Kimball Co., Owner and Architect along with their respective officers, agents, employees	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



POLICY NUMBER: SAMPLE

COMMERCIAL GENERAL LIABILITY

CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Owen Ames Kimball Co., Owner and Architect along with their respective officers, agents and employees	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location

designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

SUBMIT IN TRIPLICATE

BID FORM

BID TO: Ionia Public Schools
4845 136th Ave.
Ionia, MI, 49419

BID FROM: _____

PROJECT: Jefferson Elementary Wall Restoration

Ladies and Gentlemen:

The undersigned, having familiarized themselves with the local conditions affecting the cost of the Work and having examined the site, and Bidding Documents prepared by TowerPinkster, 4 East Fulton St., Grand Rapids, MI, hereby propose to furnish all labor, material, equipment, taxes and services required for the proper completion of each of the following categories for this Project, including all addenda issued thereto, for the sum of:

Bid Category No. _____ Title _____

_____ Dollars (\$ _____),

Said amount constituting the Base Bid.

TAXES: Bid sum includes all applicable taxes, including Michigan Sales Tax. Confirm that your company can pay Michigan Sales and Use Tax: Yes No

ALLOWANCES: Base bid includes applicable allowance cost(s) as set forth in Section 01020 of the General Requirements and as identified in the Instruction to Bidders Bid Category Descriptions.

COST OF BONDS: Bid sum includes cost of furnishing a Performance Bond and Labor and a Material Payment Bond, each in the amount of 100% of Base Bid.

ACKNOWLEDGEMENT OF ADDENDA

The following addenda have been received, are hereby acknowledged, and their execution is included in the above Base Bid:

Addendum No. ___ Dated _____ Addendum No. ___ Dated _____ Addendum No. ___ Dated _____

Addendum No. ___ Dated _____ Addendum No. ___ Dated _____ Addendum No. ___ Dated _____

SUBMIT IN TRIPLICATE

ALTERNATES

Base bid amount may be increased or decreased in accordance with each of the following alternate bids as may be selected, following the procedures stated in the Instruction to Bidders. **Any applicable bonding cost should be included with the Alternate pricing.** Refer to Section 01030.

Alternate 1: REPOINT ALL MASONRY

Add/Delete _____ Dollars (\$ _____)

VOLUNTARY ALTERNATES (Identify in detail on appropriate attachment any Voluntary Alternates shown here)

A _____

B _____

C _____

BID SECURITY

Accompanying this Bid, as required by the Instructions to Bidders, is a bid security in the form of (Certified Check/Cashier's Check/Bidder's Bond) in the amount of:

_____ Dollars (\$ _____),

payable to the Owner, which it is agreed, shall be retained as liquidated damages, not as a penalty, by the Owner, if the undersigned fails to execute the Contract in conformity with the form of Contract incorporated in the Contract Documents and fails to furnish specified bonds within ten (10) days after date of issuance of Letter of Intent to the undersigned.

If awarded the Contract, the undersigned agrees to commence Work within ten (10) days after date of issuance of Notice of Pending Award, which shall be considered as the notice to proceed, and agrees to complete the Work in accordance with the Construction Progress Schedule.

CONSTRUCTION PROGRESS SCHEDULE

If awarded this Contract, the undersigned:

Endorses the Construction Progress Schedule: _____

Amends the Construction Progress Schedule as follows:

INSURANCE AND ENDORSEMENTS REQUIREMENTS:

(Samples are attached to the Supplement to Instructions to Bidders)

Acknowledged By: _____

SUBMIT IN TRIPLICATE

UNIT LABOR RATES

The undersigned further proposes and agrees that should the amount of work required be increased or decreased where unit prices have not been established, the following labor rates will be the basis for any change order proposal. Labor rates are to include all direct costs without mark-up as defined in Article 7.3 of the General Conditions. Prior to contract award, if requested by the Construction Manager, the successful bidder shall provide documentation substantiating the proposed labor rates.

Job Classification	Hourly Rate	Benefits	Employer's Liability	Payroll Taxes	Total

FEES FOR ADDITIONAL WORK

1. There will be a fee of 10% applied to the total cost of materials purchased and work completed by a contractor's own forces. This percentage represents both overhead and profit.
2. There will be a fee of 5% applied to the total cost of work completed by a subcontractor. This percentage represents both overhead and profit.

CREDIT FOR WORK DELETED

Should any work be deleted from Contract by order of the Owner, full cost savings realized thereby will be credited to Owner.

FAMILIAL DISCLOSURE

See Page 5 of this Bid Form for required statement.

AFFIDAVIT OF COMPLIANCE

See Page 6 of this Bid Form for required statement.

SAFETY SUPPLEMENT FORM

The apparent low bidder(s) will be required to complete this form and submit to the project manager no later than (3) days after the bid opening or at the time of the post bid interview. Based on the information supplied Owen-Ames-Kimball Co. may require further safety measures at no additional cost prior to award if warranted.

SUBMIT IN TRIPLICATE

AGREEMENT

The undersigned agree(s) to provide the post-bid information required within (10) days after notification of the Notice of Award and to execute an agreement for work covered by this Proposal on Construction Manager’s standard Subcontract form/AIA Document A132-2019, *Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment is a Stipulated Sum*.

In submitting this bid, it is understood that the Owner reserves the right to reject any or all bids. It is further agreed that this bid is binding for a period of sixty (60) days from the opening thereof.

Respectfully submitted,

Date _____, 2024

Firm Name _____

By _____

Signed _____

Title _____

Official Address _____

(If a corporation, affix seal)

Telephone No. (____) _____ ext. _____

E-Mail Address _____

Contact Information if there are questions about bid:

Name: _____

Direct or Mobile Phone: _____

E-Mail: _____

SUBMIT IN TRIPLICATE

Familial Disclosure Statement
(Must be completed for bid to be considered)

In accordance with Section 1267 of the Revised School Code this bid must be accompanied by a sworn and notarized statement disclosing any familial relationship between the Owner or any employee of the Bidder and any member of the District's Board of Education or Superintendent of the District.

___ No, there is not a familial relationship between the Owner or any employee of the Bidder and any member of the District's Board of Education or Superintendent of the District.

___ Yes, there is a familial relationship between the Owner or an employee of the Bidder and a member of the District's Board of Education or Superintendent of the District. The person(s) and relationship are as follows:

<i>Owner/Employee Name</i>	<i>BOE member or Superintendent Name</i>	<i>Familial Relationship</i>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Contractor: _____
(Name of Contractor)

By: _____

Title: _____

Date: _____

County of: _____ State of: _____

This instrument was acknowledged before me on the _____ day of _____, 2024,

by, _____, Notary Public

_____ County, _____.

My Commission Expires: _____

Acting in the County of: _____

SUBMIT IN TRIPLICATE

Affidavit of Compliance – Iran Economics Sanctions Act
(Must be completed for bid to be considered)

Michigan Public Act No. 517 of 2012

The undersigned, the owner or authorized office of the below-named contractor (the "Contractor"), pursuant to the compliance certification requirement provided in the Ionia Public Schools ("the School District") Request for Proposals For Jefferson Elementary Façade ("the RFP"), hereby certifies, represents and warrants that the Contractor (including its officers, directors, employees) is not an "Iran linked business" within the meaning of the Iran Economics Sanctions Act, Michigan Public Act No.517 of 2012 ("the Act"), and that in the event Contractor will not become an "Iran linked business" at any time during the course of performing any services under this contract.

The Contractor further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the School District's Investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years form the date determined that the person had submitted the false certification.

Contractor:

(Name of Contractor)

By: _____

Title: _____

Date: _____

County of: _____ State of: _____

This instrument was acknowledged before me on the _____ day of _____, 2024,

by, _____, Notary Public

_____ County, _____.

My Commission Expires: _____

Acting in the County of: _____

SUBMIT IN TRIPLICATE

Safety Data Questionnaire Supplement to Bid Form

The Safety data listed below shall be submitted no later than three (3) days after the bid opening by the apparent low bidder, or as requested by O-A-K for evaluation. Further documentation may be requested as a part of the evaluation process. Information specified below must be current and accurate.

COMPANY INFORMATION

Company Name: _____

Company Type: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of your Safety and Health Officer responsible for this project: _____

Safety Accreditations: _____

Length of experience in this role: _____

Safety and Health Officer E-mail: _____

Safety and Health Officer Phone: _____

Does your company have a written procedure to ensure that adequate safety and health program resources, such as budget, equipment, training, and manpower are included in your bid?

YES NO

Does your company have a written construction safety program? YES NO

I acknowledge that my company will provide a written **Site-Specific** safety plan? YES NO

Does your company have a written Accident/Incident Investigation Procedure? YES NO

Does your company provide training and proper equipment for fall protection as required by MIOSHA?

YES NO

Does your company have a safety training program? YES NO

What mandatory training topics have been covered in the past year?

What percent of your company's employees have OSHA Training Certification? _____ %

Does your company have a written drug and alcohol-free workplace program that includes drug testing?

YES NO

SUBMIT IN TRIPLICATE

Does your company conduct post-Incident drug and alcohol testing? YES NO

Has your company ever been removed from a project due to safety concerns within the last 3 years?

YES NO *If yes, please briefly explain:*

Does your company have a written procedure to screen subcontractors based on their past safety performance and history? YES NO

Explain how you will ensure that subcontractors are following the same safety standards and expectations as your company?

Please list the PPE that your company will require while on site of all of your company's employees and subcontractors:

I acknowledge that my Employees, Company, and/or Subcontractors can be removed from the project if safety standards and requirements are not being followed. YES NO

Has your company received any citations or violations from MIOSHA in the past three (3) years?

YES NO *If yes, please list:*

Has your company received any willful safety violations from MIOSHA in the past five (5) years?

YES NO

List your company's Workers Compensation Experience Modification Rate for each of the last three (3) years.

20_____ 20_____ 20_____

List the number of man-hours your company worked in each of the last three (3) years.

SUBMIT IN TRIPLICATE

20_____ 20_____ 20_____
List the OSHA recordable injuries your company experienced in each of the last three (3) years.

20_____ 20_____ 20_____

List the Total Recordable Incident Rate (TRIR) your company experienced in each of the last three (3) years.
Calculation: TRIR = (number of OSHA Recordable Incidents) x 200,000 / Total Number of man-hours worked

20_____ 20_____ 20_____

PROJECT SPECIFIC

How often will your company perform documented job site safety inspections?

Daily Weekly Bi-Weekly Monthly

Does your company conduct toolbox safety talks or weekly safety huddles? YES NO

Does your company have a written procedure to ensure that only employees who are qualified by training and experience are allowed to operate equipment, tools, machinery and vehicles? YES NO

Do you see any potential safety hazards on this project that your company does not have experience with or are concerned about? YES NO *If yes, please explain:*

COMPANY ACKNOWLEDGEMENT

I certify that my response and the information provided are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations in the questionnaire, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me in this questionnaire may be investigated and I hereby give my full permission for and such investigation and I fully acknowledge that any misrepresentations or omissions in my response and information may cause my bid to be rejected.

Furthermore, I acknowledge that O-A-K may, at no additional cost or increase to the bid, require the contractor to perform additional safety requirements if the above information is deemed incomplete, insufficient, below industry standard, or not to level of safety commitment expected. This may include but not be limited to additional site safety audits and inspections, full time safety supervisor, etc.

Bidders full name and entity status:

Signature
Authorized Representative of Company

Printed Name
Authorized Representative of Company

Title

Date



SUBCONTRACTOR SUBMITTAL FORM

***If this form does not accompany your submittals with the correct information, your submittals will be returned.**

Company Name: _____

Address: _____

City, State, Zip: _____

Project Name: JEFFERSON ELEMENTARY WALL RESTORATION Job Number: 14184-04

Bid Category Name and Number: _____

Specification Section No: _____

Specification Description: _____

Manufacturer/Supplier: _____

Material Lead Time from date of Approval: _____

Type of Submittal & Number of Copies:

_____ Plans _____ Product Data _____ Shop Drawings _____ Test Results _____ Samples

_____ LEED (LEED submittal form must be attached)

Is this a Re-submittal?

_____ Yes _____ No If this is a Re-submittal reference original submittal #: _____

Remarks:

Sent Via:

_____ E-Mail _____ Hand Delivery _____ Pick-up _____ UPS _____ Mail

DRAFT AIA® Document A132™ - 2019

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

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

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

«Ionia Public Schools
250 East Tuttle Road
Ionia, Michigan 48846»

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

« To Be Determined
»

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

« [INSERT PROJECT NAME]
»

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

«Owen Ames Kimball Co.
300 Ionia Avenue NW
Grand Rapids, Michigan 49504»

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

«Tower Pinkster Titus Associates, Inc.
242 E. Kalamazoo Avenue, Suite 200
Kalamazoo, Michigan 49007»

The Owner and Contractor agree as follows.

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

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

This document is intended to be used in conjunction with AIA Documents A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™-2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

4 CONTRACT SUM

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6 DISPUTE RESOLUTION

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8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein (hereinafter the "Agreement" or the "Contract"). Unless specifically excluded in this Agreement, the Contract Documents do include the Advertisement or Invitation To Bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving Bids or Proposals, the Project Manual, the Contractor's Bid or Proposal (to the extent it does not conflict with the Owner's Bid Documents), and portions of addenda relating to Bidding Requirements. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents for Bid Category _____ (TO BE COMPLETED AT THE TIME OF AWARD), except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

The date of this Agreement.

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

Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

«As detailed in the Project Schedule contained in the Project Manual.»

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

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

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§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:
(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

« As detailed in the Project Schedule contained in the Project Manual. »

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
	As detailed in the Project Schedule contained in the Project Manual.

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:
(Check one of the following boxes and complete the necessary information.)

- Not later than () calendar days from the date of commencement of the Work.
- By the following date:

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete
	As detailed in the Project Schedule contained in the Project Manual.

§ 3.4.3 Time is of the essence with respect to the Contract Documents and all obligations hereunder and thereunder. The Contractor acknowledges and recognizes that the Owner must have full and beneficial occupancy and use of the completed Work on or before the date by which Substantial Completion is required for all Work under the Contract Documents. If applicable, the Contractor will commence work when directed by the Construction Manager. The Contractor will provide a sufficient number of skilled workers to perform the work contracted for in a timely fashion, so as not to delay the work of any other contractor.

ARTICLE 4 CONTRACT SUM

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

- Stipulated Sum, in accordance with Section 4.2 below
- Cost of the Work plus the Contractor's Fee, in accordance with Section 4.3 below
- Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below.)

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§ 4.2 Stipulated Sum

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

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.2.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price

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

Item	Units and Limitations	Price per Unit (\$0.00)
Per the Contractor's Proposal Pricing Form if elected by the Owner.		

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

« »

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the «20th » day of a month, the Owner shall make payment of the amount certified in the Application for Payment to the Contractor in accordance with Article 9 of the A232 – 2019 General Conditions (as modified by Owner for this Project). If an Application for Payment is received by the Construction Manager after the application date fixed above, payment to the Contractor will be delayed. (Federal, state or local laws may require payment within a certain period of time.)

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

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

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

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§ 5.1.4.3 In accordance with AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition as modified by the Owner for this Project, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect and Construction Manager determine, in their professional judgment, to be reasonably justified and approved by the Owner.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019; and
- .5 Retainage withheld pursuant to Section 5.1.7.

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

§ 5.1.6 Retainage

§ 5.1.6.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

«Ten (10%) percent »

§ 5.1.6.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

«N/A »

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

(If the retainage established in Section 5.1.7.1 is to be modified prior to when the entire Work of this Contract is substantially complete, including modifications for completion of portions of the Work as provided in Section 3.4.2, insert provisions for such modifications.)

«Any reduction in retainage of this Contract shall be in the sole and absolute discretion of the Owner and the Owner reserves the right to restore the retainage to its full amount in the event the Owner desires retainage restoration. »

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor no later than thirty (30) days after all of the following have been met:

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and

- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect and approved by the Owner; and
- .3 when all Contract Close-Out Documentation has been received by the Construction Manager and reviewed by the Architect.

§ 5.2.2 Not Used

§ 5.3 Not Used.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

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

« N/A »

« »

« »

« »

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, alternative dispute resolution pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

Arbitration pursuant to Article 15 of AIA Document A232–2019.

Litigation in a court of competent jurisdiction, unless the parties mutually agreed in writing to an alternative method for dispute resolution.

Other: *(Specify)*

« »

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232-2019, as amended by the Owner for this Project.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's Designated Representative:

(Name, address, email address, and other information)

« Ms. Adrienne Barna
Associate Superintendent of Business and Finance
Ionia Public Schools
250 East Tuttle Road, Ionia, Michigan 48846

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(616) 527-9280
 abarna@ioniaschools.org»

§ 8.3 The Contractor's representative:
 (Name, address, email address, and other information)

« »
 « »
 « »
 « »
 « »
 « »

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Contractor shall purchase and maintain such policies of insurance to meet the insurance requirements as set forth in the Project Manual and AIA Document A232-2019, as modified for this Project, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in the Project Manual and AIA Document A232-2019, as modified for this Project, and elsewhere in the Contract Documents.

§ 8.6 Other provisions:

«§ 8.6.1 The Owner, being a public body, shall render decisions within a reasonable time after being requested to do so by the Contractor. The Construction Manager, assisted by the Architect shall prepare and submit all recommendations for which approval is required by the Owner as soon as reasonably possible unless another schedule is agreed to by the Owner in writing.

§ 8.6.2 The Contractor shall inspect the Work and that of any of its subcontractors on the Project as it is being performed until final completion and acceptance of the Project by the Owner to ensure that the Work performed and the materials furnished are in accordance with the Contract Documents and that Work on the Project is progressing on schedule. In the event that the quality control testing should indicate that the Work, as installed, does not meet the requirements of this Project, the Architect shall determine the extent of the Work that does not meet the requirements and the Contractor shall take, or shall direct its subcontractor(s) to take appropriate corrective action and advise the Owner of the corrective action. »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 This AIA Document A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition as modified herein.
- .2 AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as modified by Owner for this Project.

.3 Drawings

Number	Title	Date

.4 Specifications

Section	Title	Date	Pages

.5 Addenda, if any:

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Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .6 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

Title	Date	Pages

[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Project Manual		[INSERT DATE]	

- .7 Other documents, if any, listed below (to the extent such documents do not conflict with the Owner's Project Manual):
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A232-2019 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

- « Exhibit A Contractor's Bid Proposal
- Exhibit B Post Bid Interview Meeting Minutes
- Exhibit C Contractor's Certificate(s) of Insurance and Bonds »

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

OWNER (Signature)
 « »
 (Printed name and title)

CONTRACTOR (Signature)
 « »
 (Printed name and title)

Error! Unknown document property name.

 **AIA® Document A232™ – 2019****General Conditions of the Contract for Construction, Construction Manager as Adviser Edition****for the following PROJECT:***(Name, and location or address)*

Ionia Public Schools
Ionia Public Schools Tennis Courts, Parking Lots and other projects as directed by the Owner and mutually agreed upon by the Owner and Construction Manager

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

Owen Ames Kimball Co.
300 Ionia Avenue NW, Grand Rapids, Michigan 49503

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

Ionia Public Schools
250 East Tuttle Road, Ionia, Michigan 48846

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

Tower Pinkster Titus Associates, Inc.
242 E. Kalamazoo Avenue, Suite 200, Kalamazoo, Michigan 49007

ADDITIONS AND DELETIONS:

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

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

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

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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" or "Contract") 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 or the Owner. Unless specifically excluded in the Agreement, the Contract Documents do include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals including the Owner's Request for Proposals ("RFP"), the Project Manual, the Contractor's bid or proposal (but only to the extent it does not conflict with Owner's RFP and Project Manual), or portions of addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract Documents intended to facilitate Contractor's performance of its duties.

§ 1.1.3 The Work. The term "Work" consists of all goods and services, such as labor, transportation, materials, tools, and equipment (1) to be incorporated into the Project (or the Contractor's portion of the Project if the Contractor is not responsible for the entire Project), (2) required of the Contractor under the Contract Documents, or (3) necessary or appropriate to fully construct, operate and maintain the Project (or the Contractor's portion of the Project if the Contractor is not responsible for the entire Project). The Work shall be performed in accordance with the Contract Documents. The Work may constitute the whole or a part of the Project. The term "Work" shall also include labor, materials, equipment and services provided or to be provided by subcontractors, sub-subcontractors, suppliers or any other entity for whom the Contractor is responsible under or pursuant to the Contract Documents.

§ 1.1.4 The Project. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Contractors, and by the Owner's own forces and Separate Contractors.

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

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

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

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

§ 1.1.9 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's

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consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.10 Initial Decision Maker. The Initial Decision Maker shall be the Architect, unless otherwise identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Article 7. The Initial Decision Maker shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.1.11 The Project Manual

The Project Manual is a volume of documents and information assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract, Specifications, Drawings, the Contract and other information furnished by the Owner.

§ 1.1.12 Applicable Laws

Applicable Laws means all applicable federal, state and local codes, statutes, ordinances, laws including, but not limited to, the Americans with Disabilities Act ("ADA"), the Revised School Code, MCL 380.1 et seq., including but not limited to MCL 380.1264, as amended, the School Building Construction Act, MCL 388.851 et seq., the Stille-Derosett-Hale Single State Construction Code Act, MCL 125.1501 et seq., the Michigan Building Code, federal, state and local environmental laws and regulations, and the rules and regulations, policies, guidelines and consent, administrative or other lawful orders of all public authorities having jurisdiction over the Project, the Work site, the Work or the prosecution of the Work.

§ 1.1.13 Construction Schedule

The Construction Schedule is the Critical Path Method ("CPM") schedule for construction of the Work submitted as part of the Contractor's Contract Sum prepared by the Contractor and approved by the Owner, in writing, in accordance with Section 3.10. The Construction Schedule can be modified only by Change Order. Following any such modification, the term "Construction Schedule" shall mean the most recent Owner-approved version. The initial agreed upon Construction Schedule is attached to the Contract as an Exhibit and is referred to as the Project Schedule.

§ 1.1.14 Milestone Dates

The Milestone Dates are those dates included in the Master Design and Construction Schedule and that are critical to ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents.

§ 1.1.15 Construction Team

The Construction Team includes the Contractor, Subcontractors, Sub-subcontractor at any tier and suppliers and (1) all other persons in privity of contract with any of them in connection with the Work (except the Owner), (2) anyone else providing labor, materials, supplies, equipment or services as part of or in connection with the Work (except those, if any, hired directly or indirectly by the Owner) and (3) all of their officers, employees, agents, and independent contractors.

§ 1.1.16 Contract Time

The Contract Time is the number of calendar days described in the Construction Schedule in which (or, alternatively, the date set forth in the Construction Schedule by which) Substantial Completion shall be achieved, subject to any extensions granted in executed Change Orders or otherwise specifically permitted by the Contract Documents.

§ 1.1.17 Extraordinary Measures

Extraordinary Measures are corrective measures necessary to expedite the progress of the Work, including (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, and facilities, (3) expediting the delivery of materials, and (4) other similar measures. Subject to the Contractor's rights under Section 7.5, the Owner shall have the right to order the Contractor to take Extraordinary Measures when it determines that the performance of the Work, as of a Milestone Date, has not progressed to or reached the level of completion required by the Contract Documents, at Contractor's sole cost and expense.

§ 1.1.18 Master Design and Construction Schedule

The Master Design and Construction Schedule is the preliminary schedule for the Work to be developed by the Owner or Contractor during the bidding process and which shall, at a minimum, provide for major elements such as

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preparation of the design, phasing of construction, the time of commencement and completion required for each anticipated Bid Package.

§ 1.1.19 Punchlist

Punchlist means a list of uncompleted or unacceptable items of Work which do not interfere with the use or occupancy of any part of the Work for its intended purpose and which, unless delayed by a need to order materials that could not reasonably have been anticipated by the Contractor, collectively are capable of being completed within sixty (60) days.

§ 1.1.20 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.

§ 1.1.21 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."

§ 1.1.22 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.

§ 1.1.23 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.

§ 1.1.24 Value Engineering

Value Engineering means the detailed analysis of systems, equipment, materials, services, facilities, and supplies required by the Contract Documents for the purpose of achieving the desired and essential functions of the Owner's program at the lowest cost consistent with required and necessary performance, reliability, quality and safety.

§ 1.1.25 The words "consent," "approved," "satisfactory," "proper," "as directed," any derivatives of them, or similar terms, mean written approval by the Owner, and may include approval of the Architect if the Owner so directs. Except where a different standard is specifically established, the Owner has the right to grant or withhold such approval in its sole discretion.

§ 1.1.26 The word "provide" and any derivatives thereof, and similar terms, mean to properly fabricate, complete, transport, deliver, install, erect, construct, test and furnish all labor, materials, equipment, apparatus, appurtenances, and all items and expenses necessary to properly complete in place, ready for operation or use under the terms of the Contract Documents.

§ 1.1.27 The terms "known," "knowledge," "recognize," "believe," and "discover," and any derivatives thereof and similar terms, when used in reference to the Contractor, shall mean that which the Contractor knows or should reasonably know, recognized or should reasonably recognize, and discovers or should reasonably discover in exercising the care, skill, and diligence required of the Contractor by the Contract. The expression "reasonably inferable" and similar terms mean reasonably inferable by a Contractor familiar with the Work an exercising the care, skill and diligence required of the Contractor by the Contract.

§ 1.1.28 The word "including" shall not be a word of limitation, but instead shall be construed as introducing one or more nonexclusive examples.

§ 1.1.29 Words or abbreviations that are not defined but have well-known technical, trade or construction industry meanings, shall have those meanings ascribed to them. The singular shall include the plural and vice versa. Pronouns are interchangeable. The word "person" includes human beings and recognized legal entities. Unless the context clearly requires otherwise, reference to a Section shall include all subsections beneath it bearing identical introductory numbers.

§ 1.1.30 Owner Delay. An Owner Delay means an actual delay to Contractor's completion of the Work to the extent caused by one or more of the following: (i) Modifications (excluding minor changes in the Work and Architect interpretations), (ii) the Owner's failure (or that of any other person for whom the Owner is responsible to the

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Contractor including, the Architect or a separate contractor hired by the Owner) to provide any data or information requested by the Contractor in writing that is reasonably necessary for Contractor to carry out its duties and is the Owner's obligation to provide (so long as the Owner and any other responsible person are given adequate time to respond); or (iii) unreasonable interference by the Owner or persons for whom it is responsible to the Contractor, including, the Architect or a separate contractor hired by the Owner, with the Contractor's performance of the Work, which is not cured within five (5) business days of written notice to the Owner.

§ 1.1.31 Extraordinary Measures. "Extraordinary Measures" means steps taken to expedite the progress of the Work, including, without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, and facilities, and (3) other similar measures.

§ 1.1.32 Hazardous Materials. Hazardous Materials means any solid, liquid or gaseous waste, regulated substance or material in any Applicable Law, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, lead paint, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any applicable environmental law or regulation. It is the intent of the parties, for purposes of this Agreement, that the term Hazardous Material is broadly construed.

§ 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. Work called for on the Drawings and not mentioned in the Specifications, or vice versa, shall be performed as though fully set forth in both. Nothing in this Section 1.2, however, shall relieve the Contractor of any of its obligations under the Contract Documents. Whenever a provision of the Contract Documents conflicts with agreements or regulations in force among members of trade associations, unions or councils, which regulate or distinguish the portions of the Work which shall or shall not be performed by a particular trade, the Contractor shall make necessary arrangements to reconcile the conflict without delay, damage, cost or recourse to the Owner. Delays in the Work resulting from the failure of the Contractor to use its best efforts to reconcile any such conflicts shall not result in an extension of the Construction Time and shall not result in the increase of the Contract Sum.

§ 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 or Drawing information which establishes the responsibility. Thus, the Contractor shall be responsible for all Work required of it, even though that responsibility may be shown only in that portion of the documents typically pertaining to another contractor or trade. Similarly, the organization of the Contractor's duties into different phases or categories in the Agreement is for convenience only and shall not limit the generality of the Contractor's obligation to provide all of the Work whenever necessary.

§ 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. All standards referred to, except as modified in the Contract Documents, shall have the same force and effect as though printed therein. These standards will not be furnished to the Contractor, as the Contractor and all members of the Construction Team are required to be familiar with their requirements.

§ 1.2.4 All references in the Contract Documents to standards (such as commercial standards, federal specifications, trade association standards or similar standards), whether for materials, processes, assemblies, workmanship, performance or any other purpose, shall mean, unless otherwise noted, the most recent available published version of such standard as of the date of that part of the Contract Documents bearing the reference. All standards referred to,

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except as modified in the Contract Documents, shall have the same force and effect as though printed therein. These standards will not be furnished to the Contractor, as the Contractor and all members of the Construction Team are required to be familiar with their requirements.

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

§ 1.2.5.1 Where requirements specifically set forth in the Agreement are in conflict with other Contract Documents, the Agreement shall govern.

§ 1.2.5.2 Where there is conflict between the requirements of the General Conditions and the Agreement, the requirements of the Agreement shall govern, except where the requirements set forth in the Agreement are contrary to Applicable Laws, in which case the legal requirements shall govern.

§ 1.2.5.3 Where there is a conflict among Drawings and Specifications, or among any other Contract Documents not identified in Sections 1.2.5.1 or 1.2.5.2, the conflict shall be resolved by complying with the provision that requires the better quality or greater quantity of Work to the Owner.

§ 1.2.5.4 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 Owner, Construction Manager and Architect will decide which Contractor(s) shall furnish the same and which Contract amount shall be adjusted for not incorporating such material or equipment into the Project.

§ 1.2.5.5 Documents of a later date shall always govern, except that if a conflict exists between the Owner's Bidding Documents and the Contractor's proposal/bid the Owner's Bidding Documents shall control unless expressly modified in the Agreement.

§ 1.2.5.6 The specific shall govern over the general.

§ 1.2.6 The Contractor acknowledges that there may be items of the Work, which the Contractor is responsible to provide under the Contract 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.

§ 1.2.7 Delegated Design

§1.2.7.1 In the event the Contract Documents delegate the design of a portion of the Work to the Contractor or the Construction Team, or otherwise require the performance of professional services, the Contractor will provide all such services with the standard of care that would be followed on a comparable project by a reasonably skilled design professional in the same field working in the locality of the Project. The Contractor shall provide the services through a properly licensed design professional whose signature and seal shall appear on all drawings, specifications, submittals, and other deliverables. All Work designed by the Contractor or Construction Team shall be in accordance with Applicable Laws.

§ 1.2.7.2 The Contractor will cooperate with the Architect and the Owner's consultants in the performance of any design that has been delegated to it in order to ensure its design can be coordinated with the Architect's design for the other portions of the Project.

§ 1.2.7.3 The Contractor will promptly inform the Owner of information needed to meet the Contractor's obligations under this Section 1.2.7.

§ 1.2.7.4 The Contractor grants, or will cause to be granted, to the Owner a perpetual, nonexclusive license to use all designs prepared by or for the Construction Team for constructing, using, maintaining, altering, and adding to the Project in the future.

§ 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.

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§ 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 construction plans, Drawings, Specifications, Project Manual 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" or "Project Documents"), electronic or otherwise, and all data used in compiling, and the results of, any tests, surveys or inspections at the Project Site, as well as all photographs, schedules, data processing output, building information modeling (BIM), 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, regardless of whether they were prepared by the Owner, the Architect, the Contractor, or a third party, shall constitute the Project Documents, and shall belong to the Owner. The Contractor may retain one set of the Project Documents. 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 Project 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 Project Documents pertaining to the Project. The Contractor, Subcontractors, sub-subcontractors, and suppliers shall not own or claim a copyright in the Contract Documents or 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 Owner's Architect's or Owner's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service, or any 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 without the specific written consent of the Owner. The Owner shall at all times have access to and control over the disposition of any Drawings, Specifications, Instruments of Service, 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 the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is expressly permitted in the Agreement.

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model shall be in accordance with the protocols established by the parties, unless otherwise already provided in the Agreement or the Contract Documents.

§ 1.9 Confidentiality

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§ 1.9.1 The Contractor shall not knowingly or negligently communicate or disclose at any time to any person any information concerning the Work or the Project, except: (1) with prior written consent of the Owner, (2) information which has become part of the public domain prior to the Date of the Contract, (3) information which becomes part of the public domain by means other than an unauthorized act or omission of the Contractor, (4) as may be required to perform the Work or by any Applicable Laws, or (5) to its professional advisors or lender (all of whom shall be required to maintain such information in confidence.)

§ 1.9.2 The Contractor shall promptly upon the request of the Owner return and surrender to the Owner the original or legible copies of any materials, records, notices, memoranda, recordings, Drawing, Specifications and mock-ups and any other Contract Documents furnished by the Owner to the Contractor.

§ 1.9.3 The Contractor shall maintain, and shall cause all members of the Construction Team, and its and their directors, officers, employees, and agents, to maintain during and after the term of the Contract, the confidentiality of all trade secrets, know-how, confidential data or other proprietary information of the Owner when designated as such and shall not use such information for any purpose whatsoever except for uses permitted by Section 1.9.1.

§ 1.9.4 The Contractor shall not identify, either expressly or by implication, the Owner, or its corporate affiliates, or use any of their trademarks, trade names, service marks, other proprietary marks, or reference the services performed under the Contract, in any advertising, press releases, publicity matters, or other promotional materials without the Owner's prior written approval.

§ 1.9.5 The Contractor shall not, without the express written consent of the Owner, discuss the Work or any part thereof with persons under circumstances in which such communications can reasonably be expected to be published in newspapers, magazines or trade journals or broadcast on radio or television. This restriction shall not apply to statements consistent with a crisis management plan development and agreed to by both parties with respect to the Work. This restriction also shall not apply to any fair response by the Contractor to publicity released by the Owner that is detrimental to the reputation of the Contractor. Any such contact shall be referred to the Owner for response. Further, without the Owner's consent, the Contractor shall not participate in professional or trade seminars or publish or submit articles for publication, the subject of which is, in whole or in part, the Work. Any such proposed article or publication shall be submitted to the Owner for review and approval, which shall not be unreasonably withheld.

§ 1.9.6 All members of the Construction Team acknowledge and agree that the provisions of this Section 1.9 are binding upon them.

ARTICLE 2 OWNER

§ 2.1 General

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

§ 2.1.2 The Owner may at any time and from time to time designate a third-party, such as an architect or engineer or other professional consultant, to perform any of its duties under the Contract. In the event of any such designation, the Owner shall provide written notice to the Contractor. The duties, responsibilities and limitations of authority of any third party designated by the Owner pursuant to Section 2.1.1, shall not be restricted, modified or extended without written consent of the Owner.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Not Used.

§ 2.2.2 Following commencement of the Work, the Contractor may only request such evidence required under Section 2.2.1 if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; or (2) a change in the Work materially increases the Contract Sum.

§ 2.2.3 Reserved.

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§ 2.2.4 The Contractor shall keep the information confidential in accordance with Section 1.9 and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' written notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree in writing 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. Unless otherwise provided under the Contract Documents, the Owner, through the Construction Manager, shall secure and pay for the building permit. All permits, fees, licenses and approvals not specifically identified in the Contract or Contract Documents as the responsibility of the Owner shall be the responsibility of the Contractor.

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

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

§ 2.3.4 If the employment of the Construction Manager or Architect terminates, the Owner shall employ a successor construction manager or architect, respectively.

§ 2.3.5 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. The Contractor shall immediately notify Owner of any errors, inaccuracies or problems which Contractor becomes aware of in the course of its use of the survey(s).

§ 2.3.6 Upon 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.

§ 2.3.7 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, pursuant to Section 1.5.2, copies of Drawings and Project Manuals as follows:

§ 2.3.7.1 One reproducible set or an electronic file copy or a maximum of four (4) printed sets of Drawings and Project Manuals, including revisions thereto. If additional copies are desired by the Contractor, copies will be furnished upon Contractor's request for the actual cost of reproduction and handling.

§ 2.3.7.2 All instruments, Change Orders, Field Directives, and other like correspondence pertaining to the Work will be provided to the Contractor in the form of one (1) signed copy by the Owner.

§ 2.3.7.3 Change Proposal Documents, including Bulletins, revised drawings, etc. will be provided to the Contractor in the form of one reproducible set or an electronic file copy or a maximum of four (4) printed sets.

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

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§ 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, or fails to meet any other obligation imposed by 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. This right shall be in addition to and not in limitation of the Owner's rights under any provision of the Contract Documents and Owner's right to stop Work shall not relieve Contractor of any of its obligations under the Contract Documents.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults on any obligations imposed by the Contract Documents or fails or neglects to carry out the Work in accordance with the Contract Documents and fails within a five-day period after receipt of written notice from the Owner or the Owner's designee to commence and continue correction of such failure, 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 deficiencies; provided, however, that if such failure, default or neglect results in a threat to the safety of persons or property, the Contractor shall immediately correct such failure, default or neglect. 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 Construction Manager's and Architect's and their respective consultants' additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. 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, that other entity or Owner may charge the Contractor all costs for labor, material and equipment plus that other entity's administrative, profit and overhead costs. The Contractor shall pay that other entity or the Owner, at Owner's sole discretion, within ten (10) days of the date of invoice. If not paid within ten (10) days, the Contractor authorizes the Owner may, without impacting its other rights and remedies, withhold and deduct that amount from the Contractor and to pay the same to that other entity from the next payment due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

§ 2.5.1 Upon notification to the Contractor, the Owner shall have the right to place and install equipment and machinery during the progress of the Work before the completion of the various parts of the Work. Such placing and installing of equipment and machinery shall not in any way evidence the completion of the Work or any portion thereof by the Contractor, nor signify the Owner's acceptance of the Work or any portion thereof. If the Owner places or installs such equipment and machinery with its own forces, the Owner shall be responsible for any damage to Work of the Contractor caused by the Owner's workers. If the Owner engages another contractor for such placement or installation, the Owner shall require said contractor to be responsible for such damages caused by its workers, or its subcontractor(s). Upon discovery of any such damage, Contractor shall immediately notify Owner in writing.

§2.6 Limitation on Owner's Responsibility

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

§2.6.2 The Contractor shall only be entitled to rely upon instructions and directions provided in writing by the Owner's authorized representative(s).

§2.6.3 The Owner may, in addition to delivering them to the Architect and Construction Manager, from time to time 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 the Owner's objectives and goals. Review of such submittals will not be conducted for the purpose of determining their accuracy and completeness of details, such as dimensions and quantities, or for substantiating instructions for installation or

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performance of equipment or systems, all of which remain the responsibility of the Contractor. The Owner's review and approval of or taking other appropriate action on the Contractor's submittals shall not relieve the Contractor, the Architect or the Construction Manager of any of their obligations. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component. The Owner's receipt of any informational submittals, of any submittals relating to equipment or system designed by the Contractor, or of any submittals relating to alternatives proposed by any member of the Construction Team shall not constitute approval of or action by the Owner on such submittals. All such submittals will be received by the Owner for record purposes only.

§2.6.4 The Owner may from time to time review or observe or take other appropriate action concerning the Work and any documents, and the selection of Subcontractors and Suppliers. The Owner's doing so shall be solely for the limited purpose of providing the Contractor with information as to how such items relate to the Owner's objectives and goals with respect to the Work and not for the purpose of determining their accuracy and completeness and shall in no way create any responsibility on the part of the Owner for or complicity by the Owner in errors, inconsistencies, or omissions, nor shall any such review, approval, other action or payment of the Contractor alter or in any way reduce the Contractor's obligations under the Contract.

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Owner, Construction Manager or Architect in their administration of the Contract or Contract Documents, 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 causes any type of injury or loss to the Owner, direct or indirect, the Contractor shall be jointly and severally liable to the Owner for such injury or damage 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 Project site, become generally familiar with local conditions (including weather conditions) under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.1.1 The Contractor shall perform all reasonable and customary non-destructive field investigation activities to the extent necessary to develop an informed understanding of the Project's existing conditions necessary to deliver the Project within the Owner's anticipated design and Construction Schedule and budget for the Cost of the Work. The Contractor's field investigation activities shall include, but not be limited to, meeting with the Owner's facility and maintenance staff to review the applicable systems and known conditions. The Contractor shall provide Owner prompt written notice should it become aware of any reason why additional investigation of the existing conditions is warranted to develop the necessary informed understanding of the Project's existing conditions.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.5, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the Project site affecting it. These

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obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. Failure by the Contractor to report to, or request clarification from, the Architect and Construction Manager of any errors, omissions or inconsistencies discovered by or made known to the Contractor shall result in interpreting and resolving such errors, omissions or inconsistencies in favor of the Owner and with no additional compensation to the Contractor.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with Applicable Laws, but the Contractor shall promptly report to the Construction Manager and Architect any nonconformity discovered by or made known to the Contractor as a request for information submitted to Construction Manager in such form as the Construction Manager and Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to Applicable Laws. If the Contractor permits any construction activity to be performed that involves an error, inconsistency or omission in the Contract Documents or a physical condition at the Project site it recognized or should, employing the degree of diligence required of that Contractor under the Contract Documents, have recognized without providing notice to the Owner and receiving authorization to proceed, the Contractor shall assume responsibility for such performance and bear all costs attributable to correction, without recovery, whether under the Contract Sum or otherwise. The Contractor shall not be liable to the Owner or Construction Manager or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Construction Documents unless the Contractor recognized such errors, inconsistency, omission or difference and knowingly failed to report such to the Architect and Construction Manager.

§ 3.2.5 Prior to submitting its bid, the Contractor 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 the Contractor's bid and the Contract Sum include the cost of correcting any such error, inconsistency or omission, which should 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.

§ 3.2.6 If the Contractor encounters concealed or unknown conditions that differ materially from those anticipated or expected, the Contractor shall promptly notify the Owner, in writing of such conditions so that the Owner can determine if such conditions require design details, which differ from those design details shown in the Design or some other remedial action. The Contractor shall be liable to the Owner for any extra costs incurred as the result of the Contractor's failure to give such required notice.

§ 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, the Construction Manager, and the Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction.

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The Construction Manager shall review the proposed alternative for sequencing, constructability, and coordination impacts on the other Contractors. Unless the Architect or the Construction Manager objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors (at any tier) and their respective 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. References in the Contract Documents to the Work, obligations or acts or omissions of Contractor shall be interpreted to apply to the Subcontractors, Sub-subcontractors at any tier, suppliers, materialmen, and those employees and agents, irrespective if they are identified.

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

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The Parties acknowledge and agree that Contractor accepts the risk of escalation in costs for material, equipment, and labor for the Project; that Owner shall not be responsible for escalations of any such costs; and that Contractor shall remain responsible for completing all Work in accordance with the Agreement despite any such escalation in costs. Such provision of labor and materials shall occur in sufficient time to satisfy the existing Construction 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 the Contract.

§ 3.4.1.1 By making requests for substitutions based on Subsection 3.4.2 below, the Contractor:

- (1) Represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- (2) Represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
- (3) Certifies that the cost data presented is complete and includes all related costs, including but not limited to the Architect's redesign costs; and waives all claims for additional costs related to the substitution which subsequently became apparent; and
- (4) Will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be completed in all respects.

§ 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 with Owner's approval in accordance with Section 7.4, the Contractor may make substitutions only with the prior written consent of the Owner, after evaluation by the Architect, in consultation with the Construction Manager, and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. The Contractor shall only employ labor on the Project or in connection with the Work capable of working harmoniously with all trades, crafts and any other contractors and individuals associated with the Project. The Contractor shall also minimize the likelihood of any strike, work stoppage or other labor disturbance.

§ 3.4.3.1 The Contractor shall cause pre-purchased equipment and material to be delivered to the Project Site or temporarily stored to assure coordination with other trades. The Contractor shall be responsible to verify that such equipment is in accordance with the Specifications.

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§ 3.4.3.2 To the extent practicable, materials and equipment will be delivered to the Project site in original containers or wrappings. Used materials or equipment will not be permitted to be incorporated into the Work without the written approval of the Architect and the Owner or unless specifically permitted or required by the Contract Documents. The Architect and the Owner shall have the right to have any such improperly used materials or equipment removed from the Project site or completed Work whenever detected. The Architect's or Owner's failure to detect such used materials or equipment shall not relieve the Contractor of its obligations under this paragraph. Neither the Architect nor the Owner shall have any obligation to inspect for or improperly detect used materials or equipment.

§ 3.4.4 The Contractor agrees that neither it nor its Subcontractors, Sub-subcontractors, and their respective agents and employees, and other persons performing portions of the Work for, or on behalf of, the Contractor, will discriminate against any employee or applicant for employment, to be employed in the performance of the Work under the Contract, with respect to hire, tenure, conditions or privilege of employment, or any matter directly or indirectly related to employment, because of race, age, sex, color, religion, national origin, ancestry or physical disability. Breach of this covenant may be regarded as a material breach of the Contract.

§ 3.4.5 Asbestos, PCB, Lead, And Hazardous Materials-Free Product Installation

§ 3.4.5.1 It is hereby understood and agreed that no product, substance, or material containing or treated with asbestos, including chrysolite, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos, asbestos in vermiculite, erionite, and taconite (hereinafter collectively "asbestos"), polychlorinated biphenyls (PCB), lead at or in excess of any limits imposed by Applicable Laws, or any combination of these substances shall be installed or introduced into the Work by the Contractor, its employees, Subcontractors, Sub-subcontractors at any tier, and their respective agents and employees, and other persons performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors or Sub-subcontractors at any tier 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 all be asbestos, PCB, lead (as stated above), and Hazardous Materials-free.

§3.4.5.2 The Contractor shall also be required to furnish certified statements from the manufacturers of supplied materials used during construction verifying their products or materials to be asbestos, PCB, lead, and Hazardous Materials-free in accordance with the requirements of Section 3.4.5.1.

§3.4.5.3 The Contractor shall complete and submit to the Owner a certification evidencing asbestos, PCB, lead, and Hazardous Materials-free product and material installation prior to issuance of the final Certificate for Payment, in a form acceptable to the Owner.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner, Construction Manager, and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. In addition to any other warranties, guarantees or obligations set forth in the Contract Documents or applicable as a matter of a 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 purpose for which they are intended;
- .4 The Work and all materials and equipment incorporated into the Work will be merchantable; and
- .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 seventy-two (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 seventy-two (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.

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§ 3.5.2 The Contractor shall assign and or pass-through to the Owner at the time of Substantial Completion, as set forth in accordance with Section 9.8.4, any and all manufacturer's warranties relating to materials and labor used in the Work. Contractor shall perform the Work in a manner that will preserve any and all manufacturer's warranties. The Contractor further warrants that the Work will conform with the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All warranties shall be in the form and substance required by the Owner and/or Contract Documents.

§ 3.5.3 If the Contractor uses any portion of the Work or the Owner's other property, such items will be restored to the condition they were in immediately prior to such use at or before the time of Substantial Completion, or as otherwise specified in the Contract Documents. The Contractor's warranty and agreement to correct defective Work includes the Contractor's obligations under this Section.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. The Contract Sum includes all applicable taxes and the Contract Sum shall not be modified as a result of Contractor's failure to include all such applicable taxes, or a change in Contractor's tax liability. The Contractor shall pay all 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 any assessment and payment of the same.

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

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

§ 3.7.2 The Contractor shall comply with and give notices required by Applicable Laws.

§ 3.7.3 If the Contractor performs Work contrary to Applicable Laws, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, liabilities, and expenses, including but not limited to professional and attorneys' fees, arising out of or resulting from its and the Construction Team's activities or performance of the Work in violation of Applicable Law. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the Project 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, Construction Manager, and the Architect before conditions are disturbed and in no event later than fourteen (14) days after first observance of the conditions. The Architect and Construction Manager will promptly investigate such conditions and, if the Owner and the Architect, in consultation with the Construction Manager, determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Construction Manager, determines that the conditions at the Project site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner, Construction Manager, and Contractor, in writing, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, the Contractor may submit a

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Claim as provided in Article 15. The Contractor shall be on 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, Architect and Construction Manager. 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.

§ 3.7.5 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, Construction Manager, and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made, as necessary, 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 Project site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the Project 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. Superintendent shall be on site and provide adequate supervision over the Work covered under the Contract. 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, and without additional cost or compensation to the Owner.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect, through the Construction Manager, of the name and qualifications of a proposed superintendent. Within fourteen (14) days of receipt of the information, the Owner and/or Construction Manager may notify the Contractor, stating whether the Owner, the Construction Manager, or the Architect (1) has reasonable objection to the proposed superintendent or (2) require additional time for review. § 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner, Construction Manager, or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's prior written consent, except with another 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, or at other times requested by Owner or set forth in the Contract, shall prepare and submit for the Owner's and Architect's information, and the Construction Manager's approval, a proposed Construction Schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project,

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shall be related to the entire Project schedule to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. 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 Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Multiple Prime Contractors or the construction or operations of the Owner's own forces. The Construction Schedule shall be in a detailed format satisfactory to the Owner which shall also: (1) provide a graphic representation coordinating and sequencing all activities and events that will occur during performance of the Work; (2) identify each phase of construction and occupancy; (3) set forth Milestone Dates and manpower loading. Upon review and acceptance by the Owner, the Construction Schedule shall be deemed part of the Contract Documents and shall not be subject to change except in accordance with Section 8.3 and Article 7. If it is not approved, the Construction Schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and Architect and resubmitted for approval. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Contractors, or the construction or operations of the Owner's own forces or Separate Contractors.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Construction Manager's, Owner's and Architect's approval. The Owner, Architect and Construction Manager's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Construction Manager and Architect reasonable time to review submittals, 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 participate with other contractors, the Construction Manager, and the Owner in reviewing and coordinating all schedules for incorporation into the Construction Schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Construction Schedule.

§ 3.10.4 The Contractor shall proceed strictly (not substantially) in accordance with 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 delay or potential delays. If any progress report indicates any delays, the Contractor shall, at no cost to the Owner, 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 Contract Sum unless any such adjustment is agreed to by the Owner and authorized pursuant to a Change Order. The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Construction Manager, and Architect, and incorporated into the approved Construction Schedule.

§ 3.10.5 The Contractor shall cooperate and coordinate with the Construction Manager in scheduling and performing its Work to avoid conflict or interference with the Work of others, including the Owner's Consultants and other Contractors, and shall be responsible for any such conflict or interferences caused. The Construction Manager and the Contractor acknowledge and understand that the work schedule will be modified from time-to-time to work around the work of other Contractors, in an effort to avoid conflicts or interference in the work of the Construction Manager or other contractors, and that such schedule changes do not give rise to a claim for damages by the Contractor for delay or otherwise. If the Construction Manager's schedule for the Work is revised, the Contractor shall conform to the most recent schedule. The Contractor acknowledges that the Construction Manager's schedule may change during the duration of the Project and that fact was taken into account by the Contractor when it agreed to the Contract Sum and entered into this Contract under the terms of the conditions set forth herein. As a result, the Contractor shall not be entitled to any additional monies or damages as a result of such schedule changes and the Contractor agrees that the Project Schedule, as modified, shall be an accepted term and contractual requirement. The Contractor shall complete work in accordance with the Construction Schedule and Milestone Date(s).

§ 3.10.6 The Contractor shall cooperate with the Construction Manager in working out the proper sequence of operations between the Work of the Contractor and that of other trades on the Project site. The Contractor acknowledges that the Construction Manager's schedule for the Work may change during the duration of the Project

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and the Contractor took that fact into account when it entered into the Contract. As a result, the Contractor shall not be entitled to any additional monies or damages as a result of such schedule changes.

§ 3.10.7 Contractor shall prosecute the Work undertaken in a prompt and diligent manner whenever such Work, or any part of it, becomes available, or at such other time or times as the Owner or Architect or Construction Manager 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 or the work of the Construction Manager any other Contractor. Any materials that are to be furnished by the Contractor shall be furnished in sufficient time to enable the Contractor to perform and complete its Work within the time or times provided in the schedule. If the Contractor shall, through its action or inactions, including the actions or inactions of its' subcontractors or suppliers, fall behind in furnishing necessary labor and/or materials to meet the 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 that Contractor does not take such action necessary to bring its part of the Work up to schedule, as determined by the Construction Manager, within twenty-four (24) hours of receiving notice from the Owner or Architect or Construction Manager, then, the Construction Manager as allowed by law and with the Owner's written consent may supplement Contractor's forces or remove Contractor from the Project and retain others to complete part or all of the remainder of Contractor's Work. Contractor shall be responsible for any and all costs of performing or completing the Work. Contractor shall pay any such sums within ten (10) days of date of invoice. If not paid within ten (10) days, the amount will be withheld from Contractor and paid to the relevant parties from next payment due Contractor.

§ 3.11 Documents and Samples at the Site

The Contractor shall maintain, 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 documents shall be in electronic form or paper copy, available to the Construction Manager, Architect, and Owner, and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed together with a certification that they are "as-built" documents.

§ 3.12 Shop Drawings, Product Data, and Samples

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

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

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and Construction Manager is subject to the limitations of Sections 4.2.10 through 4.2.12. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.

§ 3.12.4.1 As part of the document control system, the Contractor shall develop and keep current a Submittal log, which is coordinated with the Construction Schedule.

§ 3.12.4.2 The Contractor shall monitor the time required for submission of Submittals to the Architect, as well as the time required for their review and approval by the Architect. The Contractor shall take corrective action as appropriate to insure the timely submission and review of Submittals.

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

§ 3.12.5.1 The Contractor shall check thoroughly all such submittals, including those it prepares itself, as to measurements, sizes of members, materials and all other details, to assure that they conform to the intent of the Contract Documents.

§ 3.12.5.2 The Contractor shall promptly return to the Subcontractors and/or Suppliers, for correction, any of the submittals that are found inaccurate or otherwise erroneous be corrected.

§ 3.12.5.3 After the Contractor has checked and approved such submittals, the Contractor shall place thereon the date of its approval and the legible signature of the individual who reviewed them and shall then submit them to the Architect and Construction Manager for review. The Construction Manager and/or Architect may refuse to check or review any submittals, which are not submitted in compliance with these requirements.

§ 3.12.5.4 Submittals describing manufactured equipment must be "Project Specific." Every submission copy must be clearly marked to fully define the intended model number, configuration and other applicable product information.

§ 3.12.5.5 Among other things, the Contractor shall be responsible for the constructability, content, completeness and consistency of all submittals.

§ 3.12.5.6 The Contractor shall notify the Owner when submittals are received. It shall deliver copies to the Owner upon request.

§ 3.12.5.7 The Contractor shall notify the Owner, Construction Manager and the Architect in writing if any submittals appear to modify the requirements of the Contract Documents. This notice shall identify each and every change.

§ 3.12.5.8 The Contractor shall furnish to the Construction Manager and Architect for review when requested, or when required by the Contract Documents, samples of all materials and finishes to be used in the execution of the Work. Such samples shall be of sufficient size to be representative and the required number of them shall be submitted before the Work utilizing the materials they exemplify is commenced and in ample time to permit examination thereof. In all cases, samples shall be submitted at least three (3) weeks prior to when approval is needed to maintain the progress required by the Construction Schedule. All materials furnished and finishes applied to the Work shall be fully equal to the submitted samples.

- .1 Samples shall be forwarded to the Architect with all shipping charges prepaid. Unless otherwise directed, samples shall be submitted in triplicate, boxed or wrapped properly, each labeled with the name, type or brand of the materials, its place of origin, the names of its producer, Contractor and the Project.
- .2 The approval of Samples is generally directed towards establishing quality, color and finish criteria, and does not modify the requirements of the Contract Documents as to dimensions or design.

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

§ 3.12.6.1 The Architect will check and review the submittals with reasonable promptness and within any time limits agreed upon in writing and will return them as hereinafter described, indicating by notation, or by written instructions, or

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other directions, any corrections, which in the judgment of the Construction Manager and Architect, may be necessary to meet the requirements of the Contract Documents. The Contractor shall then review such notations, instructions, or directions, and if the Contractor concurs therein, shall make or have made such corrections, and shall, when so noted on the submittals or requested by the Construction Manager and Architect, resubmit corrected submittals to the Construction Manager and Architect as soon as possible, for final check and review. Such final check and review by the Construction Manager and Architect of submittals so corrected and resubmitted will be limited to the corrections only, and the Contractor, by such resubmission shall be held to have represented that such submittals contain no other alterations, additions, or deletions, unless the Contractor, in writing, directs the Construction Manager and Architect's specific attention to same. Should the Contractor question or disagree with such notations, instructions, or directions, the Contractor shall direct the Architect's attention to same for further clarification before resubmitting them. Corrections or changes indicated on submittals shall not be construed as an order for a change in the Work or to perform extra work.

§ 3.12.6.2 The Construction Manager and Architect's review of 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 of systems, all of which remain the responsibility of the Contractor. The Construction Manager and Architect do not assume responsibility for errors, omissions or deviations from the Contract Documents contained in such submittals. Any such errors, omissions or deviations from the Contract Documents must be corrected by the Contractor, irrespective of the receipt and review of the submittals by the Architect, and even through the Work is done in accordance with such submittals, unless such error, omission or deviation from the Contract Documents is specifically called to the Construction Manager and Architect's attention by the Contractor in a separate written letter of communication, at the time of submittal, and the Construction Manager and Architect has given written approval of such error, omission or deviation.

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

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's review and approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Construction Manager and Architect in a 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.

§ 3.12.8.1 Any proposed substitution which requires modification of any details on the Drawings, or which affects other work, to cause modification to that work, shall be accompanied by detailed Drawings from the proposer showing changes in the affected details. All cost for changes to the Contract Documents, and necessary changes in the work of others will be paid by the proposing Contractor.

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

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

§ 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 shall specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if

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prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner, the Architect, and the Construction Manager shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Construction Manager shall review submittals for sequencing, constructability, and coordination impacts on other Contractors.

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

§ 3.12.11 The Architect's review of shop drawings and samples does not constitute or imply final acceptance of materials, equipment, etc. actually furnished or installed if such should be defective or not as represented by reviewed shop drawings and/or samples.

§ 3.12.12 Owner will provide shop drawings to Contractor for all fabricated materials, specialty items, pre-purchased equipment, etc. which will be furnished by Owner for installation by Contractor. Contractor must give Owner at least three (3) days' notice prior to time drawings will be required.

§ 3.12.13 The Architect's Basic Services under its agreement with the Owner limits the review of the Contractor's submittals to an initial submittal and two (2) re-submittals. Services by the Architect for review of additional re-submittals shall be billed to and paid directly to the Architect by the Contractor; provided however, upon receipt of the Owner's written approval the Architect shall give notice to Contractor prior to the commencement of such services for which Contractor will be liable.

§ 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations at the Project site to areas permitted by Applicable Laws, and the Contract Documents and shall not unreasonably encumber the Project site with materials or equipment. Only materials and equipment which are to be used for the Project or carry out the Work shall be stored at the Project site. Protection of such materials and equipment shall be the sole responsibility of the Contractor. No off-site storage is permitted without the Owner's prior written consent.

§ 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the Project site. No one except the Owner is permitted to connect to or activate any utility services in any building or facility owned or occupied by the Owner. When such connection or activation services are required, the Owner shall be contacted, and unless otherwise specifically provided in the Contract Documents. In all cases, the Contractor shall give notice of the need for such services, to the Owner, in a timely manner (at least seventy-two [72] hours in advance) in order to avoid delays to the Project's progress. The control of the use of the Project site will be through the Construction Manager. Contractors are responsible for cooperation in all matters involving the use of the Project site.

§ 3.13.3 No member of the Construction Team shall erect any sign on the Project Site without the Owner's prior written consent.

§ 3.13.4 The Contractor shall ensure that the Work is at all times performed in a manner that affords the Owner, the Construction Manager, the Architect, and the Owner's Separate Contractors reasonable access, both vehicular and pedestrian, to the Project Site and all adjacent areas. The Work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the Project site shall be free from all debris, building materials and equipment. Without limiting any other provision of the Contract Documents, the Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of (1) any areas and buildings adjacent to the Project site or (2) portions of the Project in which Work is not being carried out in the event of partial occupancy.

§ 3.13.5 The Contractor shall not, without the Owner's prior written approval, permit any workers to use any existing facilities at the Project site, including, without limitation, lavatories, toilets, entrances, and eating and parking areas, other than those designated by the Owner. Without limiting any other provision of the Contract, the Contractor shall

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enforce compliance with all policies, procedures, rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the surrounding area. The Contractor shall also cause all members of the Construction Team to comply with all insurance requirements and collective bargaining agreements applicable to use and occupancy of the Project site and the surrounding area. However, the Contractor shall not be responsible to regulate the workers' conduct outside of work hours except as may be permitted under Applicable Laws and collective bargaining agreements.

- .1 Should any room or part of an existing building or facility be temporarily used by any member of the Construction Team as a shop, storeroom, locker room, an office, or for any other purpose, such room or part shall, prior to completion and when so directed, be thoroughly cleaned and returned to its original condition. All damage to any such room or part of an existing building or facility arising therefrom shall be corrected, and the whole left in a condition acceptable to the Owner by the Contractor. No room or part of an existing structure shall be so used without the prior written consent of the Owner.

§ 3.13.6 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, utilities, 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 (1) the exact nature and duration of such interruption, (2) the area affected, and (3) any impact upon the Construction Schedule caused by such proposed temporary disruption. Except in the case of extraordinary measures, all Work shall be performed during the hours and on the days set forth in the Specifications. 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 its Contract Sum, or the Contract Time, on account of any postponement, rescheduling, or other delays ordered by the Owner in connection with any Work affecting a critical service for which appropriate notice was furnished.

§ 3.13.7 The Contractor will consult with the Owner 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.

§ 3.13.7 If required by the Owner, the Contractor shall provide suitable toilet facilities, at locations approved by the Owner, for the use of all its employees and those of the Construction Team and shall maintain same in proper sanitary condition acceptable to the Owner. All temporary toilet facilities shall be removed upon completion of the Work. The Contractor or any of its employees, agents or Subcontractors shall not use any toilet facilities of Owner's buildings without the Owner's prior written consent.

§ 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. Only skilled tradespersons shall perform any cutting, fitting or patching work.

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

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor, its employees, Subcontractors, Sub-subcontractors at any tier, and their respective agents and employees, and other persons performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors or Sub-subcontractors at any tier shall keep the Project site 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.

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§ 3.15.2 If the Contractor fails to keep the Project site clean as required by the Owner or as provided in the Contract Documents or fails to clean up the Project site upon completion of the Project, the Owner, or Construction Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement for all costs and expenses for clean-up 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 for all costs and expenses for clean-up from the Contractor.

§ 3.15.4 Unless the Contract Documents require a higher standard, the Contractor shall leave all Work installed or modified under the Agreement and all existing materials and surfaces affected by the Work and each area of the Project Site clean to the satisfaction of the Owner. This shall include at a minimum: complete dusting, sweeping, vacuuming, mopping, polishing, and other activities as necessary to remove all dust, dirt and other construction residues, and removal of all tools and equipment, construction debris, rubbish, and surplus materials.

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall indemnify and hold the Owner, Construction Manager, and Architect harmless from any and all costs, damages and losses on account thereof, including, but not limited to, actual attorneys' fees, but shall not be responsible for such defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner, Architect, or Construction Manager. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect through the Construction Manager. The review by the Owner or Architect or Construction Manager 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 The Contractor shall indemnify, defend and hold harmless the Owner, its Board of Education, its Board Members, in their official and individual capacities, its administrators, employees, agents, contractors, successors and assignees, the Construction Manager, the Architect, the Construction Manager's and Architect's consultants and agents and employees or any of them (collectively "Indemnitees"), from and against any and all claims, counter claims, suits, debts, demands, actions, judgments, liens, costs, expenses, damages, injuries and liabilities, including actual attorney's fees and actual expert witness fees arising out of or in connection with the Work to the extent that the claims, counter claims, suits, debts, demands, actions, judgments, liens, costs, expenses, damages, injuries and/or liabilities are the fault of Contractor and/or its Subcontractors, suppliers, laborers, and consultants including, but not limited to: (i) the negligent acts or willful misconduct of the Contractor, its officers, directors, employees Subcontractors, Sub-subcontractors at any tier, and their respective agents and employees, and other persons performing portions of the Work for, or on behalf of, the Contractor; (ii) any breach of the terms of the Contract by the Contractor, its officers, directors, employees, Subcontractors, Sub-subcontractors at any tier, and their respective agents and employees, and other persons performing portions of the Work for, or on behalf of, the Contractor; (iii) any violation or breach of any Applicable Law and/or licensing and permitting requirements applicable to providing the Work; or (iv) any breach of any representation or warranty by the Contractor, its officers, directors, employees, Subcontractors, Sub-subcontractors at any tier, and their respective agents and employees, and other persons performing portions of the Work for, or on behalf of, the Contractor under this Contract. The Contractor shall notify School District by certified mail, return receipt requested, immediately upon actual knowledge of any claim, suit, action, or proceeding for which the Owner may be entitled to indemnification under the Contract. This paragraph shall survive the expiration or earlier termination of the Contract and shall not be limited by the Contractor's insurance obligations contained in the Contract.

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§ 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 save harmless the Owner, Construction Manager and Architect from and against the payment of the following to the extent the fault of Contractor and/or its Subcontractors, suppliers, laborers, and consultants: (i) all contributions, taxes or premiums (including interest and penalties thereon) 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 the Contract; (ii) all sales, use, personal property and other taxes (including interest and penalties thereon) 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 (iii) 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 the 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 Materials or waste, toxic substance, pollution or contamination brought into the Project site or caused by the Contractor or used, handled, transported, stored, removed, remediated, disturbed or dispersed of by Contractor, including its Subcontractors, suppliers, laborers, and consultants, to the extent the fault of Contractor and/or its Subcontractors, suppliers, laborers, and consultants. The obligations under this Section 3.18 shall survive the expiration or earlier termination of the Contract and shall not be limited by the Contractor's insurance obligations contained in the Contract. .

§ 3.19 Record Documents

§ 3.19.1 The Contractor shall maintain at the Project site on a current basis for review by the Owner, the Architect, the Construction Manager and all members of the Construction Team, the Record Documents, which include: a record copy of all logs, reports, Contract Documents, and Record Drawings, in good order and marked to record all changes made during construction; all approved Shop Drawings, Product Data, Samples, and other submittals; applicable handbooks; maintenance and operating manuals and instructions; and other related documents and revisions which arise out of the Contract Documents or the Work. As part of the Record Documents, the Contractor shall maintain records of principal building layout lines, elevations of the bottoms of footings, project floor levels and key site elevations certified by a qualified surveyor. The Contractor shall at all times make all records (excluding internal memoranda or reports, privileged communications and documents with incidental references to the Work, or documents which discuss multiple projects) available to the Owner and the Architect, and, at the completion of the Work, shall deliver all such Record Documents to the Owner neatly organized, bound and indexed. The Contractor shall monitor preparation of as-built Drawings by Subcontractors on a monthly basis and shall take corrective action as appropriate when as-builts are not being properly updated. The Contractor shall be permitted to retain a copy of the Record Documents for its own use after the Work is completed and, in any event, the Owner shall continue to provide access to the Record Documents, for the Contractor to inspect and copy.

§ 3.19.2 The Record Drawings shall be prepared and updated during the prosecution of the Work. The prints for Record Drawing use will be a set of blackline prints provided by the Architect to the Contractor at the start of construction. The Contractor shall maintain said set in good condition and shall use colored pencils or other methods reasonably acceptable to the Owner to mark-up said set with "record information" in a legible manner to show: (1) deviations from the Drawings made during construction; (2) details in the Work not previously shows; (3) changes to existing conditions or existing conditions found to differ from those shown on any existing drawings; (4) the actual installed position of equipment, piping, conduits, light switches, electric fixtures, circuiting, ducts, dampers, access panels, control valves, drains, openings and stub-outs; and (5) such other information as the Owner may reasonably request.

§ 3.19.3 The Contractor shall keep note of all the deviations and discrepancies in the underground, concealed conditions and other items of construction and the Work on field Drawings. At the completion of the Project the Contractor's notes on the record field Drawings shall be neatly transcribed onto a clean set of Drawings furnished by the Architect. The Contractor shall submit the final Record Drawings to the Architect for review.

§ 3.19.4 During construction, the Contractor shall maintain on the Project site, a separate, clean set of Drawings for the sole purpose of recording changes and actual 'as installed' information. This set shall be accessible for inspection by

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the Owner, the Construction Manager and the Architect at all times. The Contractor shall bring this set of Drawings to the scheduled construction progress meetings. The Contractor shall record all information as the Work progresses, clearly and neatly, in color and maintain it on a current basis as directed by the Owner and submit these Drawings to the Owner within thirty (30) days after Substantial Completion. As a general guide, the type of information to be recorded includes, but is not limited to: (1) revisions made except minor or non-critical dimensional changes, (2) omissions, including Work omitted by Change Order or accepted alternates, (3) exact dimensioned locations of concealed lines, (4) locations of all control devices, (5) any additions to Work, (6) changes in significant details, (7) and any other information of a similar nature.

§ 3.19.5 Upon Substantial Completion of the Project, the Contractor shall submit to the Owner the Contractor's mechanical and electrical coordination Record Drawings prepared during construction by the Contractor. Examples of such drawings include sheet metal ductwork drawings, piping drawings, fire protection piping drawings, electrical raceway drawings, and the like. When the Contractor produces drawings by computer aided drafting, the Contractor shall also submit their coordination drawings on electronic data files compatible with AutoCAD computer software. All such documents shall contain the Owner's Project Number for identification purposes.

§ 3.20 Warranties and Manuals

§ 3.20.1 Unless the Contract Documents require otherwise, the Contractor shall bind and turn over to the Owner, through the Construction Manager two (2) sets of manufacturers' warranties and operating and/or maintenance manuals, instructions, or schedules for all equipment and special materials requiring such. Such binders will clearly categorize and index each piece of equipment and material included, and shall be clearly marked noting "Project Specific" equipment, model numbers, and other applicable information. Such manuals will be collected and organized by the Contractor and submitted to the Owner at one time, prior to the issuance of the Certificate of Substantial Completion.

ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

§ 4.1 General

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

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

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

§ 4.1.4 If the employment of the Construction Manager or Architect is terminated, the Owner shall employ a successor construction manager or architect

§ 4.2 Administration of the Contract

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

§ 4.2.2 The Architect will visit the site as construction requires or as otherwise agreed to by the Owner or required by Applicable Law, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect will keep the Owner and the Construction Manager reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and Construction Manager, in writing, known deviations from the Contract Documents and the most recent Construction Schedule prepared by the Construction Manager and defects and deficiencies observed in the Work.

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

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

§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of, or be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work. The Construction Manager will schedule and coordinate the work of all Contractors on the Project, including the Contractors' use of the Project site. The Construction Manager will keep the Contractors informed of the Project Construction Schedule to enable the Contractors to plan and perform the Work in a timely manner.

§ 4.2.6 **Communications.** Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and the Contractor shall endeavor to communicate with each other through the Construction Manager, and shall contemporaneously provide the same communications to the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with other Contractors shall be through the Construction Manager and shall be contemporaneously provided to the Architect if those communications are about matters arising out of or related to the Contract Documents. Communications by and with the Owner's own forces and Separate Contractors shall be through the Owner.

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

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

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

§ 4.2.10 The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data,

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

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

§ 4.2.12 Review of the Contractor's submittals by the Construction Manager and Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. **However, should the Construction Manager or Architect discover during the course of such review any inaccuracies, incompleteness, or other irregularities, they 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.**

§ 4.2.13 The Construction Manager will prepare, with the assistance of the Architect, Change Orders and Construction Change Directives.

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

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

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

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

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

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Contractor shall reimburse Owner for all costs and expenses for the Architect's time to interpret and decide matters it deems clear and unambiguous.

§ 4.2.19 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 the Contractor, will not show partiality, and will not be liable for results of interpretations rendered in good faith and without negligence. The Contractor shall, and shall cause all Subcontractors, Sub-subcontractors at any tier, and their respective agents and employees, and other persons performing portions of the Work for, or on behalf of, the Contractor to comply with an interpretation and decision of the Architect.

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

§ 4.2.21 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing, through the Construction Manager, to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness 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 Project site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include other Contractors or Separate Contractors or the subcontractors of other Contractors or Separate Contractors. The term "Subcontractor" shall also include 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, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Construction Manager, for review by the Owner, Construction Manager and Architect, the names of persons or entities proposed for each principal portion of the Work, including those who are to furnish supplies, materials or equipment, including those fabricated to a special design. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor whether the Owner, the Construction Manager or the Architect (1) has reasonable objection to any such proposed person or entity or, (2) requires additional time for review. All contractual agreements with additional persons or entities serving as a Subcontractor or Sub-subcontractor 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, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

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

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However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

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

§ 5.3 Subcontractual Relations

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

§ 5.3.1.1 Work performed for the Contractor by a Subcontractor shall be performed pursuant to a written subcontract, which shall (in addition to the requirements of Sections 5.3 and 5.4) contain provisions that:

- .1 Requires that such portion of the Work be performed in accordance with the requirements of the Contract Documents;
- .2 Requires timely submission of Subcontractor's applications for payment and ancillary materials in order to enable the Contractor to apply for payment in accordance with the provisions of Article 9;
- .3 Waives all rights the contracting parties may have against one another or that the Subcontractor may have against the Owner for damages caused by fire or other perils covered by the property insurance described in Article 11;
- .4 Recognizes the rights of the Owner pursuant to the Contingent Assignment of Subcontracts contained in these General Conditions and require the Subcontractor (upon notice by the Owner that the Owner has terminated the Contract with the Contractor pursuant to the terms of Article 14, and that the Owner has elected to retain the Subcontractor pursuant to the terms of its Subcontract with the Contractor) to complete the unperformed obligations under such Subcontract and, if requested by the Owner, to enter into an appropriate agreement evidencing the fact that the Subcontractor is bound to the Owner under its Subcontract in the manner in which it had been bound to the Contractor;
- .5 Requires the Subcontractor performing labor at the Project site to carry and maintain the insurance described in Article 11, unless otherwise approved by the Owner, and to deliver certificates of insurance to the Contractor prior to commencement of its portion of the Work;
- .6 Includes the following sentence: "Owner is an intended third-party beneficiary of this Subcontract.";
- .7 Requires each Subcontractor to make all claims for changes or extensions of time to the Contractor strictly (not substantially) in the manner provided in the Contract;
- .8 Limits claims and damages in the manner provided in the Contract;
- .9 Are in no way inconsistent with any provision of the Contract; and
- .10 Requires the Subcontractor to indemnify the Owner the same extent required under Sections 3.6, 3.17, 3.18, 9.3.3.1, 9.3.3.2, 9.6.8, 9.10.2, 9.10.4, 10.1.1, 10.3.3, 10.3.4, 10.3.8 and Article 11.

Sub-subcontracts and supply contracts shall be subject to identical conditions, except: (1) suppliers that are not performing any Work on the Project site are not subject to the insurance requirements described in Article 11; and (2) Subcontractors and Sub-subcontractors may satisfy the insurance requirements described in Article 11 by being named

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as an additional insured under the Contractor's insurance policies or, in the case of a Sub-subcontractor, by being named as an additional insured under a Subcontractor's insurance policies.

§ 5.3.1.2 Upon request, the Contractor shall deliver a copy of any Subcontract, Sub-subcontract or Supply Contract to the Owner.

§ 5.3.2 Coordination of Subcontractors

§ 5.3.2.1 The Contractor shall provide supervisory, administrative, management, inspection and related services as required to properly coordinate, schedule and sequence the Work of the Subcontractors with each other (to avoid both duplication and omission of Work) and with the activities and responsibilities of the Contractor, the Owner, the Construction Manager and the Architect to complete the Work in accordance with the requirements of the Contract Documents with respect to cost, time and quality and to ensure that the other goals of the Work are otherwise met or exceeded.

§ 5.3.2.2 The Contractor shall schedule and conduct with the Subcontractors and Sub-subcontractors construction progress and any other meetings deemed necessary to discuss such matters as procedures, progress, problems, safety, inspections, sequencing, and scheduling, and shall prepare and promptly distribute minutes. Construction progress meetings will be conducted by the Contractor weekly unless otherwise directed by the Owner and attended by all Subcontractors and Sub-subcontractors whose Work has not been completed. All progress meetings minutes shall be provided to the Owner by the Contractor within five (5) days after the meeting and distributed to all attendees promptly after they have been approved by the Owner. The Owner will act promptly in providing its approval.

§ 5.3.2.3 **Schedule of Subcontractors' Work.** The Contractor shall require each Subcontractor to agree to be contractually bound to the requirements of the Construction Schedule. The Contractor shall require each Subcontractor to agree to cooperate with the Contractor in developing a detailed schedule applicable to its portion of the Work within forty-five (45) days after award of contract unless otherwise specified. The Contractor shall assist in the development of all Subcontractor schedules and shall prepare such schedules if any Subcontractor fails to do so. The Contractor shall require all Subcontractors to meet as often as necessary with the Contractor to complete their detailed schedules. However, the Construction Schedule will take precedence over any schedules prepared by Subcontractors with respect to time of completion for each bid package. If any such schedule indicates that additional time or effort will be required to maintain these schedules, the Contractor, Subcontractor shall agree to work additional time, including weekends if necessary, or to add manpower, all at no extra cost to the Owner. The Contractor will require all their Subcontractors to include the requirements in Sections 5.3.2.3 and 5.3.2.4 in their sub-subcontractor contracts.

§ 5.3.2.4 **Subcontractors' Performance.** The Contractor shall ensure satisfactory and timely (with reference to both Milestone and Substantial Completion Dates) performance from each of the Subcontractors. The Contractor shall take appropriate measures when any Subcontractor is not performing its obligations satisfactorily.

§ 5.3.2.5 **Payments to Subcontractors.** Upon award of the Subcontract, the Contractor shall have each Subcontractor prepare and submit a schedule of values allocating that portion of the Cost of the Work attributable to its Subcontract to the various portions of the Work. Each schedule of values shall be prepared in a form and substance acceptable to the Contractor (which form shall previously have been approved by the Owner) and supported by such data as may be necessary to substantiate its accuracy. The Contractor shall develop and implement procedures for the review and processing of applications by Subcontractors for progress and final payments. Payment packages shall include, but shall not be limited to, each of the following documents: schedule of values, sworn statements, and appropriate forms of waiver of bond claims or other similar waivers and releases of claims.

§ 5.3.2.6 **Safety Programs.** The Contractor shall provide a general review of safety programs developed by each of the Subcontractors, including a verification that each Subcontractor has submitted its report of the recommended safety precautions and programs, as required by the Contract Documents. If the Contractor observes a safety violation, the Contractor shall require a Subcontractor to correct it. After written notification to the Subcontractor to correct the safety violation, if the Subcontractor does not correct the problem in a timely fashion, the Contractor shall cause the Work to be corrected by other means. The performance of such services by the Contractor shall not relieve the Subcontractors of their responsibilities for performance of the Work and for the safety of persons and property, and for compliance with all federal, state and local statute, rules, regulations and orders applicable to the conduct of the Work. The Contractor shall conduct regular safety meetings with Subcontractors' superintendents to ensure the Subcontractors' compliance with federal, state or local statutes, rules, and regulations relating to the Workers' safety or any other aspect of the Work.

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§ 5.3.2.7 Work. The Contractor shall determine in general that the Work of each Subcontractor is being performed in accordance with the requirements of the Contract Documents, and shall guard the Owner against defects and deficiencies in the Work. As appropriate, the Contractor shall require special inspection or testing, or make recommendations to the Architect regarding special inspection or testing, of Work not in accordance with the provisions of the Contract Documents whether or not such Work has been then fabricated, installed or completed, and shall reject Work which does not conform to the requirements of the Contract Documents. The Contractor shall coordinate any inspections which may be required by any governmental agencies.

§ 5.3.2.8 Interpretation. The Contractor shall consult with the Architect, Construction Manager and the Owner if any Subcontractor requests interpretations of the meaning and intent of any of the Contract Documents, and shall assist in the resolution of questions, which may arise.

§ 5.3.2.9 Insurance Certificates. The Contractor shall receive certificates of insurance from the Subcontractors, and shall review such certificates for compliance with the requirements of the Contract Documents, and shall forward the original certificates to the Owner, through the Construction Manager. The Construction Manager shall be responsible for collecting, reviewing for compliance, and maintaining all insurance certificates required on behalf of the Owner and make them available upon the Owner's request. No member of the Construction Team shall be permitted to commence any portion of the Work or have a presence at the Project Site without complying with all insurance requirements of the Contract Documents. The Contractor shall monitor the same to ensure the certificates of insurance remain current, and shall advise the Subcontractors of the impending expiration of their respective certificates, but the failure of Contractor to give such advice shall not, as between the Contractor and any of the Subcontractors, excuse the obligation of the Subcontractors to maintain current, unexpired certificates.

§ 5.3.2.10 System Readiness. The Contractor shall, in the company of the Architect and the Owner's maintenance personnel, observe the Subcontractors' evaluation of utilities, operational systems and equipment for readiness, and shall assist in their initial start-up and testing.

§ 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 120 days, the Subcontractor's compensation may be equitably 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.

§ 5.5 Contractor and Subcontractors' Warranty Acknowledgment.

§ 5.5.1 The Contractor shall execute and deliver to the Owner, and shall cause anyone giving warranties that is contractually bound to the Contractor to execute and deliver to the Owner, the following Warranty Acknowledgment before a Certificate of Final Completion is issued:

Warranty Acknowledgment

(Name of Subcontractor) ("Contractor") warrants that all of its Work complies with the requirements of the Contract Documents. If, within one (1) year after the date of Substantial Completion of the Work or designated portion of the Work, any of Contractor's Work is found to be not in accordance with the requirements of the Contract Documents, Contractor shall correct the Work at its sole expense promptly after receipt of written notice from the Owner. This one (1) year period shall be extended (i) with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial

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Completion and the actual performance of Contractor's Work, and (ii) with respect to warranty work for an additional one (1) year period following each correction. This obligation shall survive acceptance of the Work and termination of our Contract.

This warranty shall be in addition to the terms of any other warranty or longer period of obligation specified in the Contract Documents, any applicable special warranty required by the Contract Documents, or the terms of any general warranty and is not in lieu of any of them. This warranty shall not be construed to establish a period of limitation with respect to other obligations which Contractor might have under the Contract Documents and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced or to the time which any proceeding may be commenced.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 The Owner reserves the right, but assumes no obligation, 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 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 the Owner performs construction or operations with the Owner's own forces or Separate Contractors, the Owner shall provide for coordination of such forces and Separate Contractors with the Work of the Contractor, who shall cooperate with them.

§ 6.1.3 Reserved.

§ 6.2 Mutual Responsibility

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

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

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

§ 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, Separate Contractors, or other Contractors as provided in Section 10.2.5.

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

§ 6.2.6 Subject to the provisions of, and rights to recover from, any property insurance that the Owner is responsible to maintain, the Contractor shall, at its expense, without recovery from the Owner, under the Contract Sum, any contingency or otherwise, promptly remedy damage caused by any member of the Construction Team to completed or partially completed construction or to property of the Owner or separate contractors.

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

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, other Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and 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, Construction Manager, Architect and Contractor. A Construction Change Directive requires agreement by the Owner, Construction Manager and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect with the Owner's prior written approval.

§ 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.

§ 7.1.4 There shall be no changes on the Contract Sum as a result of a Change Order unless the Change Order is in writing and issued prior to effectuating the Work under the Change Order. If notice of any extra Work or change in the Work affecting the general scope of the Work or the provisions of the Contract Documents is required by the provisions of any bond, to be given to any surety issuing such bonds, the giving of any such notice shall be the Contractor's sole responsibility. In any event, in computing any increase in the Contract Sum, fees allowable for overhead and profit shall not exceed the following percentages: 10% for materials purchased and for Work completed by a Contractor's own forces; and 5% for Work completed by a Subcontractor.

§ 7.1.5 In order to facilitate the timely submission and processing of proposed changes, the Construction Manager, Contractor and Architect shall establish an efficient process for their review and shall reserve for the Owner an appropriate amount of time for the review and approval of proposed changes in the Work.

§ 7.2 Change Orders

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

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

§ 7.2.2 Written agreement by the Owner, Architect, Construction Manager and Contractor on any Change Order shall constitute a final settlement of and a waiver of and permanent bar to all claims by Architect, Construction Manager or Contractor relating to the change in the Work which is the subject to the Change Order, including all direct and indirect costs and consequential associated with such change and any and all adjustments to the Contract Sum and the Contract Time. The Contractor shall include the Work covered by such Change Orders in its Applications for Payment as if such Work were originally part of the Contract Documents. No blanket reservation by the Contractor of any right to bring further claims for the subject of the Change Order, whether or not included in the Change order, shall be given effect.

§ 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, Construction Manager and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the

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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 Construction Manager shall determine with the Owner's approval the method for 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, a reasonable amount for overhead and profit not to exceed ten percent (10%) on Work self-performed by the Contractor and five percent (5%) for Work performed by Subcontractors. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Actual costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Owner, Construction Manager and Architect;
- .2 Actual 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; and
- .4 Actual costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the Work.

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

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Construction Manager of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time. Contractor's agreement 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 Construction Manager and Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for undisputed Work completed under the Construction Change Directive in Applications for

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Payment. For those undisputed portions, the Construction Manager and Architect, in conjunction with the Owner, will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine, and that the Owner confirms to be reasonably justified. The 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 Construction Manager and 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 Construction Manager shall 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, with the Owner's approval, has the authority to order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order issued through the Construction Manager and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. The Construction Manager or Architect shall not, without written approval of Owner, order changes in the Work under this Section 7.4 that (1) are inconsistent with the intent of the Contract Documents; (2) render the Drawings and Specifications not in material conformity with the Work; or (3) materially affect the quality, utility or general aesthetics of the Work or any component, or result in the use of materials or equipment which are not equivalent to or better than the materials and equipment set forth in the Drawings and Specifications prior to such change.

§ 7.5 Contractor Change Requests In addition to the Contractor's remedies under Article 8 in the case of delays (which shall be governed solely by Article 8 and to which this Section 7.5 shall not apply), if the Contractor believes any act, error or omission of the Owner or persons for whom Owner is responsible, including but not limited to the Architect and Owner's separate contractors, constitutes a change in the Work entitling it to additional compensation, it shall within twenty-one (21) days after the date the Contractor discovers, or should with the exercise of appropriate diligence have discovered, the pertinent act, error or omission of the Owner (provided that the necessity of extra cost and/or time is already determinable, even if such extra cost and/or time has not yet been incurred), submit a Contractor Change Order Request stating the amount of the additional compensation to which it is entitled and justifying the request. The Contractor shall submit such additional information as may reasonably be required by the Owner to evaluate the Contractor Change Order Request. The Owner shall evaluate the request within ten (10) days and advise the Contractor within such ten (10) day period whether to grant, grant in part, or deny the Contractor Change Order Request. Any additional compensation granted shall be recorded in the form of a Change Order. If the Contractor disagrees with the Owner's decision, the Contractor shall pursue the remedies it has under Article 15. Failure of the Contractor to timely submit a Contractor Change Order Request strictly (not substantially) in accordance with the requirements of this Section 7.5 shall constitute a waiver of and shall forever bar any recovery arising out of the pertinent act, error or omission of the Owner, even if the Owner was not prejudiced thereby."

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 See Section 1.1 for Basic Definitions.

§ 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.

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§ 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 and the Construction Schedule contain a reasonable period for performing the Work.

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

§ 8.2.3 The Contractor shall see to the diligent, expeditious performance of the Work, with adequate resources so that all the Work will be completed within the Contract Time. The Contractor shall require overtime, multiple shifts and any other action necessary to complete of the Work within the Contract Time, all without additional cost to the Owner except as otherwise specifically provided in Section 8.4 in a Change Order or Construction Change Directive. 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 Should the Contractor fail, refuse or neglect to supply sufficient workers or to cause the delivery of equipment and materials promptly to prevent delay, or fail in any material respect to commence and prosecute the Work diligently in accordance with the Contract Documents, or if the Work falls behind schedule, the Owner may require the Contractor to take Extraordinary Measures and to have the members of the Construction Team do likewise, all at no additional cost to or compensation from the Owner unless otherwise agreed to in writing by the Owner. Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the Construction Schedule.

- .1 The Contractor shall not be entitled to an adjustment in its compensation in connection with Extraordinary Measures required by the Owner under or pursuant to this Article 8 except as specifically provided in Section 8.4.2 or in a Change Order or Construction Change Directive.
- .2 The Owner may exercise the rights furnished it under or pursuant to this Article 8 as frequently as necessary to ensure that the Contractor's performance of the Work will comply with any Milestone Date or completion date set forth in the Contract Documents.
- .3 Subject to reasonable prior notice and opportunity to cure, and except to the extent caused by Owner delay, the Owner shall also have the right to offset against any amounts then or thereafter due to the Contractor, or to be reimbursed by the Contractor for, any costs incurred as a result of an increase in the Owner's own labor force or for overtime, Saturday, Sunday, and/or holiday work as a result of implementing Extraordinary Measures for which the Contractor is responsible to pay.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 Except as provided in this Section 8.3, the Contractor shall be fully responsible for the timely completion of the Work in accordance with the Construction Schedule. The Contractor shall cause all members of the Construction Team to meet all Milestone Dates in the Construction Schedule. The Contractor agrees to use its best efforts to avoid the occurrence of any cause for delay, to avoid any extension of performance dates, and to mitigate the effect of any delay that does occur. The Contract Time will be extended only under the exact circumstances described in this Section 8.3 and then if and only if the Contractor complies strictly (not substantially) with the requirements of this Section 8.3. 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 an act or neglect of the Owner, Owner's own forces, Construction Manager, Architect, any of the other Contractors or an employee of any of them, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration, litigation, mediation, or arbitration, as applicable, or by other causes that

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the Architect, based on the recommendation of the Construction Manager, determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine may be extended by Change Order. 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 Notices in connection with delays shall be made by the Contractor to the Owner and Construction Manager in accordance with this Section 8.3.2. The Contractor shall use its best efforts to provide verbal notice to the Owner and Construction Manager within twenty-four (24) hours after the commencement of a delay. It must in any event do so as soon as possible and not later than three (3) days after commencement of the delay. Any verbal notice given shall be confirmed in writing within four (4) days. If the Contractor fails to deliver verbal notice within three (3) days after the commencement of a delay, it shall not be entitled to any relief pertaining to the period of time before it gave verbal notice. If the Contractor fails to confirm any verbal notice within four (4) days after the verbal notice was given, it shall not be entitled to any relief for the period of time beginning after the passage of such four (4) days and ending when the confirmation is actually received by the Owner. And, if the Contractor fails to provide verbal notice within ten (10) days after the commencement of a delay or to confirm any verbal notice in writing within ten (10) days after the verbal notice was given, the Contractor shall be barred from seeking any relief whatsoever relating to the delay. Immediately following the commencement of any such cause for delay, representatives of the Contractor, Construction Manager, Architect and Owner shall confer for the purpose of determining the probable length of the delay and a course of action which would end or eliminate the occurrence or event which is causing delay. The Contractor shall also within twenty-one (21) days after the cessation of such delay notify the Owner of the date of such cessation and the total amount of delay, if any, in performance dates which the Contractor is entitled to claim by reason of any such occurrence. If the Contractor intends to request an extension of time for any delay, it shall accompany the notice of cessation of delay with a Change Order Request stating the specific extension or adjustment requested and justifying the reason for the request. The Contractor shall thereafter submit such additional information as may be required by the Owner to evaluate the Change Order Request. The Owner, in consultation with the Construction Manager, shall decide whether to grant, grant in part or deny the Change Order Request. Any extension of time or adjustment granted shall be memorialized in the form of a Change Order. Acceptance and execution of any such Change Order by the parties shall constitute an accord and satisfaction that forever bars any and all claims arising out of or in connection with the delay giving rise to the Change Order. If the Contractor disagrees with the Owner's decision, it may pursue the remedies available to it under Article 15. However, failure of the Contractor to timely assert any alleged delay or claim for extension strictly (not substantially) in accordance with the provisions of this Section 8.3.2 shall constitute a waiver of and shall forever bar that claim, even if the Owner was not prejudiced thereby.

§ 8.3.3 Except in the case of changes to the Work covered by Article 7, the Contractor shall not be entitled to an extension of time unless set forth in a Change Order. The Contractor acknowledges that in preparing the Construction Schedule and in agreeing to the times or dates of completion required by the Contract Documents it will make a reasonable allowance for commercially anticipated delays. Adjustments in the Contract Time will be permitted only to the extent such delay (1) is not caused or contributed to, and could not have been anticipated, by the Contractor using the degree of diligence required by the Contract Documents, (2) could not be limited or avoided by the Contractor's timely notice to the Owner of the delay, and (3) is of a duration of not less than one (1) day.

§ 8.3.4 The Owner's exercise of any of its rights under the Contract Documents or the Owner's good faith exercise of any of its remedies, including requirement of correction or re-execution of any defective Work, regardless of the extent, number or frequency of the Owner's good faith exercise of such rights or remedies, shall not under any circumstances be construed as unreasonable interference with the Contractor's performance of the Work or an event of default.

§ 8.3.5 The Contractor shall use its best efforts to mitigate the effects of any delay.

§ 8.3.6 This Section 8.3 does not preclude the recovery of other damages by the Owner for delay under other provisions of the Contract. However, the Contractor acknowledges that the Schedule for the Work may change during the duration of the Project and that fact was taken into account by the Contractor when it agreed to the Contract Sum and entered into this Contract under the terms and conditions set forth herein. As a result, the Contractor shall not be entitled to any additional monies as a result of such schedule changes.

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§ 8.3.7 The Contract Sum includes all costs associated with known and current COVID-19 impacts, including impacts on materials, the supply chain, labor, productivity and schedule. To the extent the Contractor's performance of the Work under the Contract is impacted as a result of unknown events arising out of the COVID-19 pandemic after the date of Contract execution, any claims relating to delay and cost impacts associated with COVID-19 shall be made in accordance with the terms and conditions of the Contract Documents.

§ 8.4 No Damage for Delay

§ 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 In the event of Owner Delay, the Contractor shall be entitled to an equitable adjustment in the Contract Sum. This adjustment shall be based solely upon and limited to additional direct actual out-of-pocket expenses to the extent they are incurred directly as a result of the Owner Delay. Without limiting the generality of the foregoing, such out-of-pocket expenses shall be calculated on an "actual cost" basis, and shall exclude home office expense and other overhead, profit and the value of lost opportunities. However, the Contractor shall use its best efforts to avoid or reduce delay damages to any member of the Construction Team caused by Owner delay. The Owner and Contractor shall mutually agree to the amount of this equitable adjustment in writing.

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 in a proposed Change Order or Construction Change Directive 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, unless the Contractor provided such unit prices as a part of a competitive bid, in which case the unit price may not increase.

§ 9.2 Schedule of Values

Before the first Application for Payment, the Contractor shall submit a schedule of values allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Construction Manager and the Architect. The initial schedule of values shall be consistent with the Contract Sum prepared by Contractor and shall include actual Subcontractor bids. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. The Construction Manager shall forward to the Architect the Contractor's schedule of values.

§ 9.3 Applications for Payment

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

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

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§ 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 the Owner might in any way be responsible have been paid or otherwise satisfied, (2) a release or waiver of bond claims or any other claims arising out of the Contract from each Contractor and/or Subcontractor, materialmen, supplier and laborer or the Contractor addressing all previous Applications for Payment submitted for the Project, and (3) if applicable, an updated Schedule of Values incorporating changes in the Work.

§ 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 Project 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 Project site at a location agreed upon in writing. Payment for materials and equipment stored on or off the Project 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 Project 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 and Construction Manager for approval to include such material costs in his next progress payment. The Contractor's request shall include the following information:

- .1 A list of the fabricated materials consigned to the Project site (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 Owner, Construction Manager and 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.

§ 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 making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.3.3.1 Except with respect to claims resulting from Owner's failure to make properly due payments to Contractor, the Contractor hereby expressly agrees to hold harmless, indemnify and defend the Indemnitees, at the Contractor's sole cost and expense, from and against any and all costs (including without limitation reasonable attorney fees), liabilities, actions, lawsuits, claims or proceedings brought against Indemnitees as a result of any lien or claim of lien filed against the Work, the site of any of the Work, the Project site or any improvements thereon, payments due the Contractor or any portion of the property of any of the Indemnitees. Notwithstanding the above, Contractor acknowledges that in accordance with Applicable Laws, public property cannot be liened.

§ 9.3.3.2 In the event of any lien or claim of lien, Owner may withhold from payments otherwise due Contractor, such amounts as Owner deems suitable to protect it from the adverse effect of such lien or claim of lien. The Owner shall

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release any payments or portions thereof withheld due to a lien or claim of lien if the Contractor obtains security acceptable to the Owner or a lien bond which is (1) issued by a surety acceptable to the Owner, (2) in form and substance satisfactory to the Owner, and (3) in an amount not less than Two Hundred Percent (200%) of such lien or lien claim. By posting such bond or other acceptable security, however, the Contractor shall not be relieved of any responsibilities or obligations under this Section 9.3, including, without limitation, the duty to defend, hold harmless and indemnify the Indemnitees. Except with respect to liens resulting from Owner's failure to make properly due payments to Contractor, the cost of any premiums incurred in connection with such bonds and security shall be the responsibility of the Contractor and shall not cause any adjustment to the Contract Sum.

§ 9.3.3.3 Contractor's submission of an Application for Payment shall constitute a waiver by Contractor of any claims and damages in any way related to the Work performed through the date of the Application for Payment, including for delay, disruption, inefficiency, hindrance, acceleration, or cumulative impact, except for claims and damages identified in writing and submitted with the Application for Payment.

§ 9.3.4 Each Application for Payment shall be accompanied by the following, all in form and substance reasonably satisfactory to the Owner:

- .1 A duly executed and acknowledged sworn statement with all required information provided, together with properly notarized sworn statements, from the Contractor and all of the Subcontractors; and
- .2 Except as otherwise provided, duly executed unconditional releases in the form required by the Owner establishing payment or satisfaction of all obligations as reflected on the sworn statements referred to in Section 9.3.4.1, provided, however, that the Contractor may furnish with each Application for Payment applicable waivers of lien or releases and properly notarized sworn statements covering the immediately preceding Application for Payment, as opposed to the current Application for Payment, (i.e., 30 day lag), provided Final Payment shall not be forthcoming until final construction lien waivers or releases from all members of the Construction Team have been delivered.
- .3 In addition to the final construction lien waiver, the Owner will require the Contractor and Subcontractors to provide a signed and notarized affidavit that releases and discharges the Owner and Owner's agents from all liability to the Contractor and Subcontractor, which has arisen or which shall arise in connection with any work performed or materials delivered to the Project.
- .4 A written narrative summarizing the progress of the Project, including behind schedule Work that may adversely affect the critical path of the Work as established in the Construction Schedule or subsequent Subcontractor schedules that fall within the Construction Schedule. If such behind schedule Work would or could potentially affect the timely completion of the Work, the Contractor must also include a recovery plan describing in sufficient detail of overtime, multiple shifts and any other measures necessary to complete the Work within the Construction Time.
- .5 An updated Schedule of Value, which unless objected to by the Architect shall be used as a basis for reviewing the Contractor's Application for Payment.

§ 9.4 Certificates for Payment

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

§ 9.4.2 Where there is more than one Contractor performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives all of the Contractors' Applications for Payment: (1)

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review the Applications and certify the amount the Construction Manager determines is due each of the Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Contractor's application with information from similar applications for progress payments from the other Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

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

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

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

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

§ 9.4.6 The issuance of a Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or Architect has, unless otherwise required by Contract or law, (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed the Contractor's construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

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

- .1 defective Work not remedied or the Contractor is in default of the Agreement;

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- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor or other Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- .7 failure to carry out the Work in accordance with the Contract Documents;
- .8 failure to provide any documentation, including operations and maintenance manuals, Record Documents, certified weekly payroll reports, as required, and/or other information that may be required by other sections of the Contract Documents, in a timely manner;
- .9 any failure by Contractor or a Subcontractor to fully perform any obligation under the Contract;
- .10 the Work not having progressed to the extent set forth in the Application for Payment; and
- .11 representations of the Contractor are untrue.

§ 9.5.2 Reserved.

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

§ 9.5.4 If the Architect or Construction Manager withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Construction Manager, and both will reflect such payment on the next Certificate for Payment.

§ 9.5.5 If the Contractor disputes any determination by the Owner, Construction Manager or Architect regarding 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 delay or suspension of the Contractor's performance of the Work.

§ 9.6 Progress Payments

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

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

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

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

§ 9.6.5 The Owner may, in its sole discretion, after providing Contractor with ten (10) days prior written notice, make direct payments to the Contractor's Subcontractors, material men, 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, material men, 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

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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. 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.

§ 9.6.9 Subject to Applicable Laws, 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.

§ 9.6.10 Unless otherwise provided in the Agreement or Contract Document, the Owner may retain out of each progress payment a "Retainage" equal to ten percent (10%) of that payment, excluding any portion paid for the Contractor's General Conditions costs. Retainage on all individual Subcontractors which include both labor and material shall be ten percent (10%). Retainage will be paid upon Final Completion and acceptance of the Work in accordance with Section 9.10. Upon mutual agreement of the Owner, the Architect and the Contractor, payment in full may be made to Subcontractors whose Work is fully completed during early stages of the Project. The Contractor acknowledges and agrees that payments by the Owner shall only be made in respect of Applications for Payments, or portions thereof, approved by the Owner. If the Contractor disputes any good faith determination by the Owner with regard to any Certificate of Payment, or amount paid by the Owner in respect thereof, the Contractor shall nevertheless expeditiously continue to prosecute the Work while such dispute is being resolved in accordance with the provisions of Article 15.

§ 9.7 Failure of Payment

If the Construction Manager and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor and without justifiable basis under the Contract Document, within fourteen days after the Construction Manager's receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Construction Manager and Architect or awarded by dispute resolution, then the Contractor may, upon twenty-one (21) additional days' written notice to the Owner, Construction Manager and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents and when all required occupancy permits, if any, have been issued, so the Owner can occupy or utilize the Work for its intended use. The Work shall not be considered suitable for Substantial Completion review until all systems included in the Work are properly and operationally constructed in accordance with the Contract Documents, all required governmental inspections and certifications have been made and posted, training of Owner's personnel in the operation of systems has been completed, and all final

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finishes within the Contract Documents are in place. The only remaining Work shall be minor in nature, so that the Owner could occupy the building on the date of Substantial Completion and completion of the Work by the Contractor would not materially interfere or hamper the Owner's (or those claiming by, through or under Owner) normal operations. At Substantial Completion, the Contractor attests that all remaining Work is solely of a Punchlist nature and will be completed within forty-five (45) consecutive calendar days.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Construction Manager, and the Contractor and Construction Manager shall jointly prepare and submit to the Architect Punchlist of items to be completed or corrected prior to final payment. Failure to include an item on such Punchlist 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 Punchlist, the Architect, assisted by the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Punchlist, which is not sufficiently complete in accordance with the requirements of 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, assisted by the Construction Manager, to determine Substantial Completion.

§ 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the Punchlist accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of final acceptance of the Work by Owner following final completion and final payment in accordance with Section 9.10 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 and Construction Manager a comprehensive Punchlist of items to be completed or correct (a "Punchlist"). The Contractor shall respond immediately to correct Work deficiencies and/or Punchlist items. Should the Contractor fail to make corrections in a timely fashion, but not later than thirty (30) 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 the Contract Sum may be adjusted accordingly.

§ 9.8.7 The Contractor shall promptly notify the Construction Manager, in writing, when the Work deficiencies and/or Punchlist items are completed. Upon the review of the Work by the Construction Manager after such notification by the Contractor, if Work deficiencies and/or Punchlist items shall continue to exist, the Owner may correct such deficiencies and 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, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall proceed with the Work in such a manner as reasonably directed and shall cooperate with the Owner to limit interruptions.

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

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

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) an affidavit that states the Work is fully completed and performed in accordance with the Contract Documents and is satisfactory to the Architect and the Owner, (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 Construction Manager; and (9), if required by the Owner, other data establishing payment or satisfaction of obligations, such as close-out documentation, the other documentation required by the Contract Documents, 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 Construction Manager and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Manager and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the

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Contractor to the Architect through the Construction Manager prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

- § 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from
- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
 - .2 failure of the Work to comply with the requirements of the Contract Documents;
 - .3 terms of special warranties required by the Contract Documents; or
 - .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment
 - .5 Owner's Claims arising after final payment, including, but not limited to, any defect or condition which is latent or not reasonably discoverable at the time of final payment;
 - .6 Owner's claims for indemnification; or
 - .7 Claims about which the Owner has previously given notice to the Contractor.

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

§ 9.10.6 The amount of the final Payment shall be the Contract Sum less the amount paid to date. If the aggregate of previous payments made by the Owner exceeds the amount due the Contractor, the Contractor shall immediately reimburse the difference to the Owner.

§ 9.10.7 **Project Closeout.** The requirements for Project Closeout begin at the start of a Project. This section outlines the integration of the closeout process into the Construction Phase. Project closeout requirements generally comprise of the following:

- Certificate of Substantial Completion [by the Architect]
- Certificate of occupancy, including proof of all final/ [closed] inspection permits
- Operation & Maintenance Manuals
- As-Built (Record) Drawings
- Training of Owner's Personnel
- Attic Stock Materials
- Documents – Warranty, Asbestos free, Smoke & Flame Spread, etc.
- Punchlist Completion (signed by the Architect and the Owner)
- Copies of Shop Drawings, Product Data and Samples

§ 9.10.7.1 **Operations and Maintenance Manuals and Training**

- .1 Upon reaching seventy-five percent (75%) completion according to the Subcontractor's Application for Payment, The Contractor shall cause Subcontractors to submit to the Owner via the Contractor Operations and Maintenance Manuals and record copies of submittals.
- .2 The Contractor shall cause Subcontractors to schedule and conduct training for Owner personnel as specified. Training sessions shall include an agenda, video tape of the session, a sign-in sheet to document attendance, and documentation for the trainees. Each Subcontractor shall submit the video tape (labeled), attendance sign in sheet, and training documentation to the Contractor in the same quantities required for the Operations and Maintenance Manuals.
- .3 Owner shall withhold an amount stipulated by the parties until receiving the Operations and Maintenance Manuals and training of Owner's operating personnel.

§ 9.10.7.2 **As-Built (Record) Drawings**

- .1 The Contractor shall cause all Subcontractors to review As-Built Drawings with the Contractor on a weekly basis.
- .2 Owner shall withhold an amount stipulated by the parties until receiving the final As-Built Drawings.
- .3 Where the governmental and/or municipal agency/agencies having jurisdiction over the Project requires a certified (signed and sealed by a Registered Professional Engineer) set of civil and utilities As-Built Drawings of the Project, the Contractor shall deliver to the agency/agencies the necessary As-Build Drawings that is acceptable to the agency/agencies and provide one copy to the Owner.

§ 9.10.7.3 **Attic Stock Materials**

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- .1 Upon reaching ninety percent (90%) completion according to the Subcontractor's application for payment, the Contractor shall cause the Subcontractors to turn over to the Owner via the Contractor all stock parts and attic stock materials.
- .2 Owner shall withhold an amount stipulated by the parties until receiving the required attic stock materials.

§ 9.10.7.4 Documents – Warranty, Asbestos Free, Smoke & Fire Spread, etc.

- .1 Upon reaching ninety percent (90%) completion, according to the Subcontractor's Application for Payment, the Contractor shall cause the Subcontractors to submit to the Owner via the Contractor all required documents.
- .2 Owner shall withhold an amount stipulated by the parties until receiving the required documents.

§ 9.10.7.5 Punchlist

- .1 One (1) week before Substantial Completion, Subcontractors shall submit to the Contractor a complete Punchlist and a list of incomplete items. The list shall include room number, description of work, and date for completion.
- .2 The Contractor shall review the Subcontractor's list and add items, if necessary.
- .3 Punchlists prepared by the Architect or Owner will be distributed to the Subcontractors. Subcontractors will be given the opportunity to complete the items within fourteen (14) days of receipt of lists. Upon completion, the Subcontractor shall conduct a walk-through with the Contractor, Architect, and Owner to confirm satisfactory completion.
- .4 Payment in an amount no less than four (4) times the estimated value of Punchlist items, as determined by the Contractor, and Architect will be withheld until the Punchlist is complete.
- .5 If after fourteen (14) days, the Punchlist is still not complete or incomplete items are discovered during a walkthrough, the Owner and/or Contractor may immediately complete the items. The Owner and/or Contractor shall deduct the costs to complete the Punchlist from the amount owing the Subcontractor, including reasonable fee for supervision.
- .6 The final acceptance of all Punchlist and incomplete work items is subject to the approval of the Architect and Owner.
- .7 Owner shall withhold an amount no less than stipulated by the parties until the Subcontractor satisfactorily completes all the required Punchlist items.

§ 9.11 Audits By The Owner

§ 9.11.1 The Contractor agrees that the Owner or any of its duly authorized representatives shall, until the expiration of the record retention period (as described in Section 9.11.2), have access to and the right to examine where pertinent to verifying the Cost of the Work or other items reimbursed to Contractor under the Agreement on the basis of costs, books, documents, records, contracts, correspondence, instructions, receipts, vouchers, purchase orders, memoranda, papers, and all other records of the Contractor related to the Agreement for any reason.

§ 9.11.2 The Contractor shall maintain in accordance with generally accepted accounting principles separate records and accounts of its Services and transactions on behalf of the Owner in connection with the Work and shall make such records and accounts available to the Owner for inspection and audit during normal business hours and upon reasonable prior notice. Records shall be kept in such form and detail as the Owner may reasonably request. Such records shall include time sheets, invoices from the Contractor and its Subcontractors memoranda and analyses in support of management decisions, and such other primary records as necessary to support and justify all business conducted in connection with the Work, but shall not include internal memoranda or reports, communications or discussions with incidental references to the Work or documents which discuss multiple projects. Such records will be kept by the Contractor for a period not less than seven (7) years.

§ 9.11.3 The Contractor shall include in all its Subcontracts under the Agreement a provision to the effect that the Subcontractors agree that the Owner or any of its duly authorized representatives shall, until expiration of three (3) years after Final Payment under the Subcontracts and Supply Agreements, have access to and the right to examine where directly pertinent to verifying the cost of change orders or other items reimbursed to such Subcontractor on the basis of cost, books, documents, papers, and records of such consultants, involving transactions related to the Work.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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 repair any such damage, injury or loss at no cost to the

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Owner, except to the extent directly caused by agents or employees of the Owner. The Contractor shall adequately protect the Work and Owner's adjacent property as required by Applicable Laws, the Contract Documents, or as otherwise required, to cause no damage to the Work and Owner's adjacent property during the execution of the Work. This requirement shall also apply to structures above and below ground as conditions of the Project site require. The Contractor shall at all times observe and comply with all Applicable Laws which may in any manner affect the equipment and materials used in the proposed construction, those employed on the work, and the conduct of the Work. The Contractor shall hold harmless and indemnify the Owner and its Board of Education (in its individual and official capacities), employees and administrators, the Construction Manager and the Architect against any claim or liability arising from the violation of any Applicable Laws, whether the violations are by the Contractor or any Subcontractor, Sub-subcontractor or any other person employed or engaged by the Contractor or Subcontractor.

§ 10.1.1 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.

§ 10.1.2 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, through the Construction Manager, 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 reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

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

§ 10.2.2 The Contractor shall comply with, and give notices required by Applicable Laws bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Work, adequate 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. The Contractor shall also be responsible for all measures necessary to protect any property adjacent to the Project Site and improvements thereon. Any damage to such property or improvements shall be promptly repaired by the Contractor.

§ 10.2.3.1 The various parts of the structure and adjoining structures that cannot be maintained in their final positions with stability until other connecting or abutting parts or members are constructed and permanently secured shall be substantially braced and held in place. The Contractor shall protect the Project against all damage from the elements, overloading of the structure, and undermining or displacement due to conditions of the Project site or due to any other methods of construction.

§ 10.2.3.2 The Work shall be executed in a manner which will cause as little inconvenience as possible to the Owner in the Owner's use of the property and existing facilities and structures. Where applicable the Contractor shall provide and maintain adequate, dust tight, protective coverings, enclosures and barricades about the Work and shall keep the same in repair throughout the entire Work. Enclosures of appropriate fire rated construction shall be installed by the Contractor where necessary to divide the Work area from the Owner's occupied areas.

§ 10.2.3.3 During the prosecution of the Work, the Owner will use and occupy the buildings and site adjacent to and surrounding the Project site. At all times during the construction period, safe and convenient access shall be

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maintained to and from these buildings and any other portions of the Project site occupied by the Owner and/or Subcontractors.

§ 10.2.4 No use or storage of explosives or other Hazardous Materials or equipment or unusual methods shall be allowed at the Project site without the Owner's express written consent. If use or storage of explosives or other Hazardous Materials or equipment or unusual methods are permitted by the Owner for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel and shall store and use in compliance with all Applicable Laws. When in the course of the Work use or storage of explosives or other Hazardous Materials or equipment or unusual construction methods are necessary, the Contractor shall give the Owner reasonable advance notice.

(Paragraph deleted)

§ 10.2.4.1 No explosives will be permitted on the Owner's premises unless written permission is given by the Owner not less than seventy-two (72) hours in advance of the time of delivery of such explosives. All risks, regardless of the Owner's approval, associated with the storage, handling and use of explosives are solely borne by the Contractor, as are any costs associated with damages, injuries or losses arising out of the use of such explosives.

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

The Contractor shall take all necessary precautions for the safety of employees and visitors on the Project site and shall comply with Applicable Laws and provisions of federal, state, and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the Project site where the Work is being performed. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of workers and the public. The Contractor shall post danger signs warning against the hazards created by such features of construction such as protruding nails, hoists, holes, elevator hatchways, scaffolding, window openings, stairways, falling material and other such features.

§ 10.2.9 When all or a portion of the Work is suspended for any reason, the Contractor shall be responsible for securely fastening down all coverings and protecting the Work from injury by any cause.

§ 10.2.10 The Contractor shall promptly report in writing to the Owner and Construction Manager all accidents arising out of or in connection with the Work which cause death, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious property damages occur, the accident shall be reported immediately by telephone or messenger to the Owner and Construction Manager. The obligations in this Section are in addition to the Contractor's reporting obligations under Applicable Laws.

§ 10.3 Hazardous Materials

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding Hazardous Materials or substances. If the Contractor encounters a Hazardous Material or substance not addressed in the Contract Documents, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner, Construction Manager and Architect of the condition. The Contractor is

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responsible for compliance with any requirements included in the Contract Documents regarding Hazardous Materials and shall not, nor shall it permit any member of the Construction Team to bring on, keep, store, use, release or dispose of any Hazardous or potentially Hazardous Material on, in or about the Project Site.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify a presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resumed upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately, and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up. The Contractor shall cause the presence, use, storage and/or disposal of Permitted Materials by any member of the Construction Team to be in strict (not substantial) compliance in every respect with all Applicable Laws and shall promptly notify the Owner if any amount of Permitted Materials, Hazardous Materials or Potentially Hazardous Materials are released on the Project site at any time in a quantity that would have to be reported or remediated under any Applicable Laws.

§ 10.3.2.1 The Contractor shall at its expense, without recovery from the Owner, under the Contract Sum, any contingency or otherwise, fully and promptly remediate each and every release of Permitted Materials and any other Hazardous Materials in full compliance with all Applicable Laws to the most stringent standards, e.g., residential, available under all Applicable Laws, and in cooperation with the Owner, except to the extent the Hazardous Materials (i) existed uncontainerized, in or under the Project Site before Work began at the Project Site and neither the Contractor nor any other member of the Construction Team released or exacerbated such pre-existing contamination after recognizing the presence and general location of such contamination, or (ii) were caused directly by the Owner, the Architect, a contractor of the Owner who is not a member of the Construction Team, or any third party. Notwithstanding the foregoing limitations, the Contractor shall be responsible if and to the extent, after recognizing the presence and general location of Hazardous Materials that were pre-existing at the Site, or after it should have recognized such presence and general location, it exacerbates the condition or area impacted by the Hazardous Materials.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Construction Manager, Architect, their consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity. The Contractor shall at its expense, without recovery from the Owner, the Contract or otherwise, be solely responsible to the Indemnitees for and shall defend, indemnify and hold harmless the Indemnitees and the Project site from and against all claims, suits, administrative proceedings, personal injury, investigations, damages, costs, fines, judgments and liabilities, including, but not limited to, attorneys' fees and costs, arising out of or in connection with the generation, release, transportation, storage, use, disposal or presence of permitted materials or Hazardous Materials at the Project site by or due to any member of the Construction Team or for any noncompliance with the Agreement. The indemnity in the previous sentence and in Section 10.3.4 does not include claims, fines, etc., to the extent they arise from (i) contamination that existed before Work began at the Project Site or (ii) contamination that was caused directly by the Owner, the Architect, a contractor of the Owner who is not a member of the Construction Team, or any third-party. In both (i) and (ii), the exclusion of Contractor obligations does not apply to circumstances in which the Contractor has exacerbated the presence of Hazardous Materials or triggered a response or removal requirement. In addition, the obligations of the paragraph include, but are not limited to, Contractor's remediation and removal of any release of Hazardous Materials that it brought to the Project Site. Contractor's obligations herein are not limited by the extent of its insurance coverage.

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§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances. Contractor's defense, indemnity, and hold harmless obligations shall include, but not be limited to, any and all governmentally mandated investigation, remediation, removal and/or clean-up of any such Permitted Materials or Hazardous Materials, and all related fees and costs.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence. If the Contractor shall receive any notice, whether oral or written, of any inquiry, test, investigation, enforcement proceeding, environmental audit or the like by or against the Contractor, any member of the Construction Team, or the Work with regard to any Hazardous Materials at or emanating from the Project site, the Contractor shall immediately notify the Owner, Construction Manager and Architect.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a Hazardous Material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred. If any member of the Construction Team encounters on the Project site material, which it believes is a Hazardous Material in any form (other than Permitted Materials being used in an appropriate manner or asbestos, asbestos containing materials or polychlorinated biphenyl (PCBs) which have been rendered harmless), the Contractor shall (i) immediately stop Work in the area affected, (ii) report the condition to the Owner, Construction Manager and Architect as expeditiously as possible, and (iii) clear all persons from the area of exposure. The Work in the affected area shall not be resumed until the Hazardous Material has been removed or rendered harmless as evidenced by written agreement of the Owner and the Contractor. The term "rendered harmless" shall be interpreted to mean that the levels are less than any applicable exposure standards set forth in OSHA/MIOSHA regulations and all Applicable Laws or the Hazardous Material is containerized for purposes of removal from the Project Site, in compliance with Applicable Laws. In no event, however, shall the Owner have any responsibility for any substance or material that is brought to the Project Site by any member of the Construction Team. No member of the Construction Team shall bring any off-site materials or soil on the Project Site to use as fill that are not compliance with and accompanied by a Uncontaminated Soil Certification by a licensed professional engineer or geologist or, in the case of aggregate stone, a receipt from the originating quarry.

§ 10.3.7 Except as otherwise provided in the Agreement, including, but not limited to the exclusions in Section 10.3, and except to the extent covered by any insurance, the Owner, to the extent permitted by law, shall hold harmless the Contractor and Subcontractors from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the presence of Hazardous Materials on the Project Site that pre-existed the Work.

§ 10.3.8 The Contractor shall work with asbestos or PCB or other Hazardous Material, except as provided for under the Work and in compliance with all Applicable Laws, including, but not limited to, employee protection, licensing, and training. In such a circumstance, the Contractor shall comply with all Applicable Laws, shall be fully responsible for any non-compliance with all Applicable Laws, and decreasing obligations otherwise stated in Section 10.3, shall indemnify, defend and hold harmless the Owner for any and all claims arising from the Contractor's or Construction Team's failure to so comply with an Applicable Law.

§ 10.3.9 The Contractor shall take care to minimize the use of any Hazardous Materials to the extent consistent with the orderly conduct of the Work. To the maximum extent practical, the Contractor shall cause Permitted Materials which contain Hazardous Materials (and any explosive materials which are not Hazardous Materials) to be stored off the Project Site and off Owner's premises. Except for Permitted Materials, all Hazardous Materials used, stored or generated at the Project Site by the Construction Team shall be used, stored, transported and disposed of in strict (not substantial) conformity with Applicable Laws and the Contractor shall maintain -- and provide promptly to Owner upon demand -- appropriate and complete documentation evidencing the Contractor's compliance with all such laws, codes, rules, regulations, guidelines and orders. The term "Permitted Materials" as used in the Contract Documents shall mean materials that are general supplies and equipment that have a hazardous or potentially hazardous nature and are or will be used for their intended purpose and which do not pose any significant threat of contamination to the

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Project Site or neighboring properties). The Contractor shall not permit inclusion of asbestos, polychlorinated biphenyls or other Hazardous Materials in any construction materials (www.epa.gov/faq/schooldesign/construction.html). The Contractor shall be responsible for the removal and cleanup of all Hazardous Materials and wastes brought to the Project Site or generated at the Project Site by any member of the Construction Team.

§ 10.4 Emergencies

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

§ 10.5 Security

§ 10.5.1 All members of the Construction Team 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.

- .1 The Construction Manager and Contractors shall be responsible for providing Project site security to the extent necessary to safeguard the building, tools, materials, and completed Work. The Construction Manager and Contractor's written plan for Project Site security shall be submitted to the Owner for approval within twenty (20) days of the execution of the Agreement.
- .2 The entrances to the Project site will remain open during normal working hours for the use of all members of the Construction Team. Prior to and after normal working hours, all entrances and exits will be closed and secured by the Contractor. The Contractor shall provide to the Owner copies of keys (2 each) for all doors and gates secured.

§ 10.5.2 The Owner reserves the right to bar access to any individual for reasonable security reasons. Furthermore, the Owner reserves the right to limit the location of entries to the Work which may be used by members of the Construction Team.

§ 10.6 Dust; Smoke; Fume

§ 10.6.1 The Contractor shall cause each member of the Construction Team to conduct operations in such a manner, which will control blowing dust. The amount of dust resulting from the operations of each of the Construction Team shall be controlled to prevent the spread of dust to adjacent public and private properties, to avoid creation of a nuisance in the surrounding area, and to avoid violation of any Applicable Law. Temporary methods consisting of sprinkling or similar methods will be permitted to control dust. Use of water will not be permitted when it will result in, or create, hazardous or objectionable conditions such as ice, flooding and pollution. Dust control shall be performed as the Work proceeds and whenever a dust or nuisance or hazard occurs.

§ 10.6.2 Smoke pipes, exhausts and fumes from boilers, engines, or other devices, shall in all cases be extended above roofs of buildings, or a substitute arrangement made subject to approval of the Architect and the Owner.

§ 10.6.3 The Contractor shall enforce the Architect's or the Owner's instructions regarding signs, advertisements, fires and smoking. No smoking will be permitted.

§ 10.7 Fire Precautions

§ 10.7.1 All members of the Construction Team shall take all necessary precautions to guard against and eliminate all possible fire hazards and to prevent fire damage to any construction Work, building materials, equipment, temporary field offices, storage sheds, and all other property, both public and private. The members of the Construction Team shall comply with all conditions and requirements set forth herein, and shall immediately correct any hazardous conditions resulting from their operations when brought to their attention.

- .1 Materials and/or equipment stored in cardboard cartons, wood crates, or other combustible containers, shall be stored in an orderly manner and shall be readily accessible.
- .2 Before starting Work, the Contractor shall consult with the Owner, Construction Manager and Architect regarding established rules and regulations relative to fire protection requirements and procedures governing any welding and cutting operations. The Contractor shall strictly (not substantially) conform and shall cause all members of the Construction Team to strictly (not

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- substantially) conform with such rules and regulations in carrying out the Work. No such operations shall be carried out without proper safeguards for fire safety.
- .3 No open fires will be permitted. No tar or other melting kettles will be allowed within fifty (50) feet of any building.
- .4 All tarpaulins used during the course of the Work shall be of flameproof type and shall be secured in place against damage or flapping from wind.
- .5 All oil soaked rags, papers and other similar combustible material shall be removed from any building at the close of each day's Work, or more often if necessary, and placed in metal containers with self-closing lids.
- .6 Gasoline, benzene or like combustible material shall not be poured into sewers, manholes, or traps, but shall be containerized on-site and disposed of off-site, together with all flammable or waste material subject to spontaneous combustion, in compliance with Applicable Laws and in a manner to avoid hazard or damage to persons or property.
- .7 All heating devices in connection with temporary heating facilities shall be of the least hazardous type, shall have all proper safety provisions and shall be installed at such locations and in such manner as will minimize the hazard. Oil fired stoves, gas fired heaters and heating units shall be of types approved by Underwriters Laboratories and shall have proper safety combustion controls. Oil fired heaters shall have integral fuel tanks not to exceed fifteen (15) gallons capacity for each unit. No more than one (1) day's supply of fuel shall be permitted to each heater which are inside of any building or facility.
- .8 Temporary heating facilities shall be inspected regularly to assure that they are in a safe and proper operating condition at all times. The Contractor shall provide continuously during operation properly trained personnel for said inspections.
- .9 Temporary structures of combustible construction shall not be placed inside of any structure. Such temporary structures shall be detached at a sufficiently safe distance from any building. Totally non-combustible temporary structures may, if necessary and feasible, be located inside of the structure.
- .10 Heaters and/or stoves installed in field offices or storage structures shall have fire resistant material underneath and at all sides, partitions and walls. Pipe sleeves shall be used where stove pipes run through walls or roof.

§ 10.7.2 The Contractor shall provide necessary personnel and firefighting equipment to effectively control fires resulting from welding, flame cutting, or other operations involving the use of flame, sparks, or sparking devices. During such operations, all highly combustible or flammable materials shall be removed from the immediate working area. If removal is impossible the same shall be protected with fire blankets or suitable non-combustible shields.

§ 10.7.3 Not more than one day's supply of flammable liquids or gases, such as oil, gasoline, solvent, propane, or roofing materials, shall be brought into any building at any one time. All flammable liquids having a flash point of 110 degrees F, or below, which must be brought into any building, shall be confined to Underwriters Laboratories labeled safety cans. The bulk supply of any flammable liquid shall be stored at a sufficiently safe distance from any building and from yard storage of building materials. Spigots on drums containing flammable liquids are prohibited on the Project site. Drums are to be equipped with approved vented pumps. The Contractor shall have a Spill Prevention, Control, and Countermeasure Plan ("SPCC"), all members of the Construction Team shall be trained with respect to the SPCC, and the SPCC shall provide for response materials to be available in all locations where Hazardous Materials that are brought to the Project Site by any member of the Construction Team are located, used, or stored.

§ 10.7.4 Only a reasonable working supply of flammable building materials shall be located inside of or on the roof of any building.

§ 10.8 Fire Protection

§ 10.8.1 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.

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

§ 10.8.3 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 adequate fire protection, 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

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be necessary to meet, at all times, the demands of adequate protection in all areas and shall not be reduced prior to the completion of the Work without the written approval of the Owner and/or the Architect.

§ 10.8.4 The Contractor shall maintain during construction an appropriate number of fire extinguishers to meet Factory Mutual (FM) requirements. Fire extinguishers shall be in good working order, conveniently located, clearly visible and readily accessible for proper protection of the Work.

§ 10.8.5 Fire extinguishers shall be an approved type, equivalent to 2-1/2 gallon water pressurized, suitable for the hazards to be encountered. In areas of flammable liquid, asphalt, or electrical hazards, fire extinguishers shall be equivalent to the carbon dioxide type or dry chemical type. During freezing weather, extinguishers shall be enclosed in heated cabinets or be of an antifreeze type.

§ 10.8.6 All other parties with temporary structures on the Project site shall provide and maintain fire extinguishers in each of such structures.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain, at its sole cost and expense, insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain, at its sole cost and expense, the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located and which has/have an A.M. Best's Rating of "A-" or better, such insurance as required by the Contractor under the Contract. Unless otherwise required by the Contract, said insurance shall protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by any member of the Construction Team or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations;
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18;
- .9 Liability insurance shall include all major divisions of coverage and e on a comprehensive basis including:
 - Premises' Operations (deleting X, C, or U exclusions);
 - Owner's and Contractor's Protective;
 - Products and Completion Operations;
 - Contractual – including specific for the Contractor's obligations under Paragraph 3.18;
 - Any auto; and
 - Broad Form Property Damage, including Completed Operations; and
- .10 All Bonds required by law, including bid bond, performance bond and payment bond.
- .11 The following insurance shall be maintained by each Contractor for the duration of this Agreement.
 - .1 Comprehensive General Liability with policy limits of not less than One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury and property damage.
 - .2 Automobile Liability covering owned and rented vehicles operated by the Contractor with policy limits of not less than One Million Dollars (\$1,000,000) combined single limit and One Million Dollars (\$1,000,000) aggregate for bodily injury and property damage.

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- .3 Umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. The Contractor shall provide umbrella coverage with a policy limit of not less than Two Million Dollars (\$2,000,000).
- .4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than Five Hundred Thousand Dollars (\$500,000).
- .5 A Pollution liability insurance policy providing One Million Dollars (\$1,000,000) per job site pollution event and One Million Dollars (\$1,000,000.00) policy aggregate. Coverage may be provided on a "Claims made" or "occurrence" basis. However, if "Claims made" Contractor must agree to keep coverage in force for five (5) years after Project completion or until the statute of limitation runs, whichever is longer. This requirement applies to the Contractors which have fueled equipment onsite for operations such as sitework, excavation, foundations, flatwork, masonry, steel erection, roofing, mechanical and electrical.

§ 11.1.2 Reserved.

§ 11.1.3 The Owner, the Owner's Consultants the Construction Manager, the Architect, and the Construction Manager and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations. Such coverages shall be primary and non-contributory. Such Certificates of Insurance shall be endorsed to specifically name the additional insureds.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Certificates of insurance acceptable to the Owner shall be submitted by Contractor to the Construction Manager for transmittal to the Owner with a copy to the Architect prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. Owner shall be named as an additional insured. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled, reduced or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.6. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness, but not less than 30 days prior to any reduction in coverage.

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

§ 11.1.6 The Contractor's liability and indemnification obligations to the Owner under the Agreement shall not be relieved or diminished by securing insurance coverage in accordance with the Owner's requirements or by the Owner's acceptance of certificates of insurance or policies. Any acceptance of insurance coverage by the Owner shall not be construed as accepting in any way deficiencies in the insurance.

§ 11.2 **Owner's Insurance**

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

(Paragraphs deleted)

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§ 11.3 Waivers of Subrogation

§ 11.3.1 Reserved.

§ 11.3.2 Reserved.

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

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor, Architect, and Construction Manager for loss of use of the Owner's property, due to fire or other hazards however caused. If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.5 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 Contractor, Subcontractors and suppliers, as their interests may appear. The Owner shall pay the Construction Manager, Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Construction Manager, Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Reserved.

§ 11.6 Performance Bond and Payment Bonds

§ 11.6.1 The Owner shall have the right to require the Contractor to furnish separate Performance and Labor and Material Payment Bonds covering faithful performance of the Agreement and payment of obligations arising thereunder each in the penal sum of 100% of the Contract Sum and in accordance with Applicable Laws as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.6.1.1 Bonds shall be executed by a responsible surety licensed in the state where the Work is located with a Best's rating of not less than A, XII or better and shall remain in effect for a period not less than one (1) year following the later of (1) the date of Substantial Completion or (2) the time required to resolve any items of incomplete Work and the payment of any disputed amount or expiration of the Warranty under the Contract.

§ 11.6.1.2 Bonds under this Section 11.6 must display the surety's bond number. A rider including substantially the following provisions shall be attached to each bond:

- .1 Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change, or other modification of the Contract Documents, the Subcontracts and the Sub-Subcontracts, any addition, alteration, change, extension of time, or other modification of the Contract Documents, the Subcontracts and the Sub-Subcontracts. Any addition, alteration, change, extension of time, or other modification of the Contract Documents, the Subcontracts or the Sub-Subcontracts, or a forbearance on the part of either the Owner, the Contractor or one or more Subcontractors to one or more of the other, shall not release the Surety of its obligations and notice to the surety of such matters is hereby waived.
- .2 Surety agrees that it is obligated under the bonds to any successor, grantee or assignee of the Owner or the Contractor.

§ 11.6.1.3 Each Subcontractor's surety shall also agree, in the form of a rider to each bond or via a separate agreement, that before it may seek exoneration, release or any kind of relief from its obligations under the bond as a result of any default by the Owner or the Contractor in the performance of any obligations to the Subcontractor under the Subcontract, the surety shall cause written notice of such default (specifying said default in detail) to be given to the Owner and the Contractor, and both of them shall have thirty (30) days from time after receipt of such notice within which to cure such default or cause it to be cured, or such additional reasonable period of time as may be required if the nature of such default is such that it cannot be cured immediately. Such Notice of Default shall be sent by certified or registered U.S. Mail, return receipt requested, first class postage prepaid, to the Owner and the Contractor.

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§ 11.6.1.4 Each Subcontractor's Performance Bond and the Labor and Material Payment Bond shall each be "dual obligee" type bonds naming both the Owner and the Contractor as obligees.

§ 11.6.1.5 Each Subcontractor shall cause the attorney-in-fact who executes the required bonds on behalf of its surety to affix thereto a certified and current copy of his or her power of attorney indicating the monetary limit of such power.

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

§ 11.6.1.7 The Contractor shall keep the sureties informed of the progress of the Work, and, without limiting the requirements of Section 11.6.1.2 (1) above, where necessary, obtain the sureties' consent to, or waiver of: (1) notice of changes in the work; (2) request for reduction or release of retainage; (3) request for Final Payment; and (4) any other material required by the surety. The Owner shall be notified by the Contractor, in writing, of all communications with the surety requesting or pertaining to consents or waivers. The Owner may, in the Owner's sole discretion, inform sureties of the progress of the Work and obtain consents as necessary to protect the Owner's rights, interest, privileges and benefits pursuant to any bond issued in connection with the Works.

§ 11.6.1.8 The Contractor may, in its discretion, determine other members of the Construction Team who will be required to supply bonds. All such bonds shall be (1) purchased solely at the expense of the Contractor (or the persons supplying them), without reimbursement under the Contract Sum or otherwise, and (2) dual obligee bonds, naming the Owner as one of the Obligees.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

§ 12.1.2 If a portion of the Work has been covered that the Construction Manager or Architect has not specifically requested to examine prior to its being covered, the Construction Manager or Architect may request with the Owner's written consent to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at Owner's expense. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Construction Manager or Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion, and whether or not fabricated, installed or completed, to be corrected without extension of the Contract Time or increase in the Contract Sum and without use of any contingency. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Construction Manager's and Architect's services and expenses made necessary thereby the Contractor shall pay them promptly upon demand.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one (1) year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall without interfering with Owner's facilities, personnel or operations correct it promptly after receipt of written notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period, the Owner may correct it in accordance with Section 2.5. This obligation shall survive the termination of the Contract.

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

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

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

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

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

§ 12.2.6 Each Contractor shall guarantee work for one (1) years, except where a longer guarantee period is stipulated in the Contract Documents, from the date of Substantial Completion of the Project. No provisions of the Contract Documents nor the Final Certificate for Payment shall relieve the Contractor of responsibility for satisfactory material or workmanship within the period described above. It shall be the Contractors responsibility to remedy any faulty material or workmanship and any damage to other work by removing and replacing same without any extra charge whatsoever.

§ 12.2.7 Unless the Owner authorizes otherwise, Substantial Completion shall not commence the Correction Period for any equipment or systems that:

- .1 Are not fully operational (equipment or systems shall not be considered fully operational if they are intended to provide service to any portion of the building which the Owner has not accepted as substantially complete); or
- .2 Are not accepted by the Owner.

§ 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 or otherwise defective, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced by the equitable amount which reflects the loss of value to the Owner caused by such Defective Work. Such adjustment shall be effected whether or not final payment has been made, but if it occurs after Final Payment is made, the Contractor shall pay the Owner whatever sum is owed upon demand. If, within one (1) year after the date of (i) Substantial Completion and acceptance of the Work or any designated portion thereof or (ii) the completion of Work not finished at Substantial Completion, or within the terms of an applicable special warranty required by the Contract Documents (the "Correction Period"), any of the Work is found by the Owner to be defective, the Contractor shall, without interfering with the Owner's facilities, personnel or operations, promptly cause it to be corrected, unless the Owner has previously specifically accepted such defect in writing. The Contractor shall bear all costs of correcting rejected Work, without increase in the Cost, including any additional testing and inspections made necessary thereby. These obligations shall apply regardless of whether such Work has been fabricated, installed, or completed and shall survive acceptance of the Work and termination of the Agreement.

§ 12.4 Owner's Right to Correct or Remove Defective Work

§ 12.4.1 If the Contractor fails to cause defective Work to be corrected within a reasonable time after receipt of notice from the Owner, the Owner may correct it and the Contractor shall pay the Owner all costs of correction (including the value of the Owner's staff time) upon demand. Alternatively, in the event of such failure, the Owner may (without being deemed a bailee) remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten (10) days after written notice, the Owner may upon ten (10) additional days' written notice sell such materials and equipment at auction or at private sale and shall

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account for the proceeds thereof, after deducting from the sale proceeds all costs, expenses and damages that should have been borne by the Contractor (including the value of the Owner's staff time and reasonable attorneys' fees). If the proceeds of sale do not cover costs which the Contractor should have borne, the Contract Sum shall be reduced by the deficiency, plus interest. If payments then or thereafter due the Contractor are not sufficient to cover the amount owed, the Contractor shall pay the difference to the Owner immediately upon demand.

§ 12.4.2 The Owner's right to store and sell such defective Work shall not give rise to a duty to do so. Instead, the Owner may upon ten (10) day's prior written notice simply dispose of such defective Work as it sees fit. All costs of disposal shall be borne by the Contractor, without recovery from the Owner, under the Contract Sum, any contingency or otherwise.

§ 12.4.3 **Tests.** If tests or inspections reveal that portions of the Work are Defective, any additional tests or inspections required to assure the Architect and the Owner that the defective Work has been remedied or is in an acceptable condition shall be conducted at the expense of the Contractor, without increase in the Contract Sum, and without use of any contingency. The Contractor shall pay all additional costs of the Architect and the Owner, which are associated with such additional tests or inspections.

§ 12.4.4 **Periods of Limitation.** Nothing contained in this Article 12 shall be construed to establish a period of limitation with respect to other obligations, which the Contractor might have under the Contract Documents or Applicable Laws. Establishment of the Correction Period relates only to the specific obligation of the Contractor to correct the Work under this Article 12 and has no relationship to the time within which the obligation to comply with the Contract may be sought to be enforced by the Owner, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligations under the Contract.

§ 12.4.5 **The Owner's Right to Stop the Work.** If the Contractor fails to correct Work, which is not in accordance with the requirements of the Contract Documents as required by Section 12.2.2 or fails to carry out the Work in accordance with the Contract Documents, the Owner may, by written order, direct 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.

§12.5 Damage

§ 12.5.1 If prior to the date of Final Completion any member of the Construction Team uses or damages any portion of the Work or other property, including, without limitation, mechanical, electrical, plumbing and other building systems, machinery, equipment or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner, without recovery from the Owner, under the Contract Sum, any contingency or otherwise.

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

§ 12.5.3 Nothing in this Section 12.5 either limits the parties' rights to obtain recovery from any applicable property insurance or entitles the insurer to pursue a subrogation claim.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 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 or in part 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.

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§ 13.2.2 Reserved.

§ 13.2.3 The Contractor shall not assign the whole or any part of the Agreement, or any monies due or to become due, without the express written consent of the Owner. If the Contractor, with the Owner's consent, assigns all or any part of the Agreement or any monies due or to become due, the instrument of assignment shall contain a clause satisfactory to the Owner and stating that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to the prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in the Agreement.

§ 13.3 Rights and Remedies

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

§ 13.3.2 No action or failure to act by the Owner, Construction Manager, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval 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. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents or Applicable Law, all costs made necessary by such failure, including those of repeated procedures and compensation for the Construction Manager's and Architect's services and expenses, shall be at the Contractor's expense without increase in the Contract Sum and without use of any contingency.

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

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

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

§ 13.5 Reserved

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§ 13.6 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by national overnight courier service providing a tracking system and proof of delivery to, the last business address known to the party giving notice. Wherever the Contract Documents require the Contractor to give "Notice" or "Timely Notice" to the Architect, Public Authority, and/or others, it shall be the Contractor's responsibility to furnish all such notices sufficiently in advance to allow the party receiving the notice reasonable time to react to such notice, including travel time on the job site as necessary, when such notices require the on-site presence of the Architect, Public Authority, their authorized representatives, or others for field observation of inspections, testing or approvals. Reasonable time shall be defined as no less than 24 hours plus normal travel time from the home office of the party being notified to the job site and must also accommodate known, standard, or reasonable processing periods.

§ 13.7 Surety Notice and Prior Approval

Except where otherwise expressly required by the terms of the Agreement, the Contract Documents 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 bar or 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.

§ 13.8 Owner Policies

The Contractor agrees to follow the Owner's policies and procedures in regards to working in and around school facilities. The policies are all available on the Owner's Website. [The Owner reserves the right to remove individuals from the Project sites who do not strictly comply.](#)

§ 13.9 The Contractor acknowledges that it has certified to the Owner that no owner, employee, agent, representative, contractor and/or other personnel of the Contractor 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 "Certification"). The Contractor acknowledges and agrees that if it is found to have submitted a false Certification or otherwise breaches or fails to comply with the requirements of the Certification, the Owner may immediately terminate the Contract and notwithstanding any other provision of this Contract, the Contractor shall be liable to the Owner for any and all costs and expenses incurred by the Owner to secure a replacement contractor to complete the Work in accordance with the Contract Documents, including, but not limited to, any costs or expenses required to be paid by the Owner to the replacement contractor in addition to those required to be paid to the Contractor, all attorney and/or professional service fees, and any and all other actual and consequential damages incurred by the Owner.

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 120 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; or
- .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 a Certificate for Payment within the time stated in the Contract Documents subject to justifiable withholding of payment as described herein or; 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 under direct or indirect contract with the Contractor, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

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§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon 30 days' notice to the Owner, Construction Manager and Architect, terminate the Contract. Upon termination by the Contractor, the Owner will pay to the Contractor for Work properly executed as of the date of termination by the Contractor and subject to negotiation by both parties. Such payment will be the sole and exclusive remedy to which the Contractor is entitled in the event of termination of the Agreement by the Contractor pursuant to Section 14.1; and the Contractor will be entitled to no other compensation or damages whatsoever as a result of the termination of the Agreement and expressly waives any right to claim them.

§ 14.1.4 Reserved.

§ 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;
- .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;
- .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 this 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, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven (7) days' written 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, subject to any prior rights of the surety 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.

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

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, and other damages incurred by the Owner 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, upon application, be certified by the Initial Decision Maker after consultation with the Construction Manager, and this obligation for payment shall survive termination of the Contract.

§ 14.2.5 If the Owner erroneously or improperly terminates the Contractor for cause, then the Owner's action shall be deemed to be a termination for convenience, subject to the provisions of Section 14.4.

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate, in whole or in part, the Contract for the Owner's convenience and without cause. Termination by the Owner under this Section shall be by a written notice of termination delivered to the Contractor specifying the extent of termination and the effective date.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall immediately, in accordance with instructions from the Owner, proceed with performance of the following duties regardless of delay in determining or adjusting amounts due under this Section:

- .1 cease operations as directed by the Owner in the notice and deliver to the Owner the originals or legible copies of all Drawings, Specifications, reports and other data, records and materials in the Construction Manager's custody and control pertaining to the portion of the Work for which the employment of the Contractor was terminated;
- .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 as of the date of termination by the Owner and subject to negotiation by both parties.

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, including but not limited to, additional sums, additional time for performance, or damages for delay, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action, in accordance with Michigan law regardless of the timeframes identified herein, 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 dispute resolution method selected in the Agreement and within the period specified by applicable law. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2. or Section 15.1.2.1.

§ 15.1.2.1 Regardless of any provisions to the contrary, the statute of limitations with respect to any claims arising out of defective or nonconforming Work, shall not commence until the Owner discovers the defective or nonconforming Work, but in any case not more than twenty (20) years of the date of Substantial Completion.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, shall be initiated by written notice to the other party and the Construction Manager and Architect. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Reserved.

§ 15.1.4 Continuing Contract Performance

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

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§ 15.1.4.2 The Architect will issue Certificates for Payment in accordance with the decision of the Architect.

§ 15.1.5 **Claims for Additional Cost.** If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Failure to provide such notice shall serve as an absolute bar against a claim 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.

§ 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. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

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

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

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 **Initial Decision**

§ 15.2.1 Claims shall be referred to the Architect for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to litigation or any mutually agreed upon dispute resolution forum of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

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

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§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties, the Construction Manager, and the Architect, of any change in the Contract Sum or Contract Time or both.

§ 15.2.6 Reserved.

§ 15.2.6.1 Reserved.

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

§ 15.2.8 Reserved.

§ 15.3 Alternative Dispute Resolution

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in elsewhere herein shall be subject to non-binding Alternative Dispute Resolution as a condition precedent to binding dispute resolution. On those occasions when a dispute arises between the parties to this Agreement, the parties shall be compelled to seek an alternative means of resolving the dispute as a condition precedent to litigation. Therefore, the parties agree to the following terms and conditions of Sections 15.3.1.1 through 15.3.1.7 below.

(Paragraphs deleted)

§ 15.3.1.1 The party bringing a claim shall give notice to the other party and, in writing, propose a meeting within seven (7) days after the claim arises in which to discuss and attempt to resolve the claim..

§ 15.3.1.2 In the event the meeting between the parties to resolve the claim does not resolve the dispute or does not take place within said seven (7) day period, the parties shall designate, by mutual agreement, an independent mediator who shall convene a meeting of the parties within a period of fourteen (14) days of the later of the initial meeting between the parties or the date notice was given pursuant to the Paragraph above. The mediator shall render his/her decision within seven (7) days of said meeting..

§ 15.3.1.3 The purpose of the mediation is to attempt to resolve the dispute between the parties. The mediator shall not be empowered with the authority to render a binding opinion or award..

§ 15.3.1.4 In the event the independent mediator's attempt to resolve the dispute between the parties fails, then each party will be free to pursue recovery of claims at law.

§ 15.3.1.5 During the pendency of this alternative dispute resolution process, the parties agree that the statute(s) of limitations applicable to all claims that are the subject of this process shall be tolled.

§ 15.3.1.6 Should a party's claim also concern claims against or by Architect and/or Construction Manager, then Owner may include Architect and/or Construction Manager in the alternative dispute resolution process, including mediation.

§ 15.3.1.7 Contractor shall continue providing all Work during any dispute, including during the alternative dispute resolution process.

§ 15.4 Reserved

[End of AIA A232-2019 General Conditions of the Contract for Construction]

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DIVISION I – GENERAL REQUIREMENTS

01010 SUMMARY OF WORK

01010.1 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Project consists of masonry wall restoration of the south wall at Jefferson Elementary.
- B. The Instructions to Bidders, Project Manual, Request for Proposals, dated August 29th, 2024, issued by owner, General Conditions AIA A232-2019, General Requirements and Owner-Contractor Agreements, are a part of all divisions and all contract documents. The order of precedence for interpretation shall be the Agreement between Owner and Contractor, RFP, the Instruction to Bidders, the Project Manual, the General Conditions and the Contractor’s Proposal. Execution of the Contract signifies that the Contractors are fully knowledgeable with all requirements of all divisions and documents. No claims for additional compensation will be entertained or paid to any Contractor on account of its failure to be fully informed of all requirements of all Contract Documents.

01010.2 CONTRACTS

- A. Construct the work of each contract under a separate lump-sum/fixed price contract with the Owner. Coordination of the work will be provided as specified herein.
- B. Contractors shall carefully examine all drawings and read all divisions of the specifications and Contract Documents and shall include all Work required of them for a complete project.
- C. Requirements for a specific trade or contract will generally be described in that portion of the Specifications or Drawings related to that trade or contract. Such requirements may, however, be described in other sections of the Contract Documents. Contractors will be held responsible for having carefully examined all drawings and read all divisions of the specifications and all contract documents to avoid omissions or duplications and to ensure a complete job.
- D. Each Contractor is deemed to be fully informed about conditions relating to the construction of the Project and the employment of labor thereon by execution of the Contract. The Contractor will not be relieved of its obligation to furnish all material and labor necessary to carry out the provisions of the Contract.
- E. Any claim by the Contractor of an inability to meet any requirement set forth on the Contract Documents, or that any requirement of these documents is impractical or unreasonable, will not be recognized, unless the claim was made at the time the Contractor’s proposal was submitted, and specific provision is made for such claim in the Contract.
- F. Unless otherwise specified, the Contractor shall supply all labor, supervision, materials, transportation, apparatus, fuel, energy, and tools, necessary for the entire and proper completion of the Work. It shall perform all Work herein described in a workmanlike manner in accordance with the Contract Documents and shall provide everything properly incidental thereto as shown on the drawings, stated in the specifications, or reasonably implied there from.
- G. Each Contractor shall be responsible for its own Work and every part thereof, and all Work of every description used in connection therewith. It shall specifically and distinctly assume all risks of damage or injury from whatever cause to property or persons used or employee on or in connection with his Work, and undertake and promise to indemnify, defend, and hold harmless the Owner, Architect and Construction Manager against all claims rising out and or on account of any such damage or injury.
- H. Each Contractor shall be held responsible for the execution of a satisfactory and complete piece of Work in accordance with the true intent of the drawings and specifications. It shall provide without extra charge all incidental items required as a part of its Work, even though not particularly specified or indicated. If it has good reason for objecting to the use of any material, application or method of construction as shown or specified, it shall make report of such objection to the Construction Manager and obtain proper adjustment before the Contract is executed.



- I. Should any material or workmanship be found defective or in any way contrary to the Contract, it may be rejected by the Owner regardless of its state of completion and same must be remedied or removed by the Contractor at no additional cost or expense to Owner.

01010.3 WORK BY OTHERS

- A. Work on the Project which is excluded from this Contract is as follows:
 - (1) Materials testing
 - (2) Asbestos abatement

01010.4 WORK SEQUENCE

- A. Construct Work in stages to accommodate the Owner's use of the premises during the construction period, as applicable. The Construction Manager shall (1) coordinate detailed sequencing and scheduling with the Owner, and (2) provide overall scheduling and coordination for the entire project. All Bidders shall acknowledge the Construction Manager's right to establish and set up, or subsequently modify, the sequencing and scheduling of all work for the earliest possible completion and benefit to the Owner.
- B. Initial sequencing and scheduling detail are provided in the Construction Manager's Preliminary Project Schedule that is included at the end of these General Requirements/bound with the Documents. This schedule represents the general order and time frames for work to be followed by the Construction Manager. Bidders are to assume that their Work will be coordinated in a manner consistent with industry practice and the efficient coordination of all trades and that are to recognize that the sequence and pace of their work may be dictated by other trades.
 - (1) Calendar dates associated with the completion of work of any particular contract are not assured.
 - (2) All Bidders recognize and will accept modifications to the schedule which, in the opinion of the Construction Manager, are reasonable for the general interest of the Project because of allowable time extensions (formally or informally approved) in any contract, and that such modifications are inherent to the construction process and shall not qualify as a basis for extra compensation from the Owner.
 - (3) The Bidder, in submitting a proposal for a particular bid category, agrees to commit the necessary resources to complete the Work activities of the bid category within a period not longer than the planned duration. Work included in a bid category, but not specifically defined by a work activity, is to be accomplished in a reasonable manner in conjunction with other work of the bid category, and in such a way as to avoid complication of or to delay the work of other bid categories.

01010.5 CONTRACTOR USE OF PREMISES

- A. Each Contractor shall limit its use of the premises for Work and for storage related specifically to the Work, to allow for Work by other Contractors.
- B. Use of the premises will be coordinated by the Construction Manager.
- C. Each Contractor shall assume complete responsibility for the protection and safekeeping of their products stored on site.
- D. Each Contractor shall move its stored products, which interfere with operation of the Owner or separate Contractor as directed by Construction Manager.
- E. Each Contractor shall obtain and pay for the use of additional storage or Work areas if needed for operations.

01010.6 PARTIAL OWNER OCCUPANCY

- A. Each Contractor shall schedule his operations for completion of portions of the Work, as designated in Schedule for the Owner's occupancy prior to substantial completion of the entire work.



- B. Each Contractor shall execute Certificate of Substantial Completion for portions of the work prior to Owner occupancy.
 - (1) After Owner's occupancy, each Contractor shall allow:
 - (a) Access for Owner's personnel
 - (b) Access for receiving of Owner's equipment and furnishings
 - (c) Operation of the HVAC and electrical systems
 - (2) Upon occupancy, the Owner will provide:
 - (a) Operation of the HVAC and electrical systems
 - (b) Adjustment of insurance coverage in accordance with General Conditions Article 11, Item 11.3.9.

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01040.1

01040 PROJECT COORDINATION
GENERAL

- A. It shall be the responsibility of the Construction Manager to coordinate and expedite all phases of construction. All separate Contractors shall fully cooperate with the Construction Manager.
- B. Contractors shall assist the Construction Manager in coordinating, scheduling, and timing of construction activities to ensure orderly progress of the Work.
- C. Temporary Omission of Work. If any materials and finish are of such nature that it is necessary to temporarily omit certain portions of Work in order to make final installation, the Contractor whose Work is involved shall omit such parts of this Work or finishes as are necessary until other said Work and/or materials have been installed and shall then return and install such omitted parts of its Work as part of this contract and without additional cost or expense to the Owner.
- D. Equipment and Furnishings
 - (1) Copies of equipment specifications and drawings shall be made available to the Construction Manager for determining the amount of Work to be done as described herein.
 - (2) Each Contractor shall receive, inventory, store, and when spaces are acceptable, shall set equipment in the rooms for which it is intended.
 - (a) Arrangements shall be made by Contractor to obtain storage space for equipment and furnishings. This space shall be available to him on or before date of delivery and shall be at his disposal until all the equipment is moved to the building.
 - (b) Contractor shall provide the Construction Manager with the name and address of the storage facility and obtain insurance coverage protecting all stored equipment from loss or damage.
 - (c) Contractor shall be responsible for receiving, unloading, and placing into storage all items of equipment shipped by the equipment suppliers.
 - (d) Contractor shall inspect bills of lading for all items of equipment received, shall inspect all equipment, and shall immediately notify the shipping company and the supplier of items damaged or missing. The Construction Manager should be notified of any damaged or missing items.
 - (e) When the Construction Manager determines that rooms are ready for installation or placing of equipment, the required equipment shall be set in place. Equipment transported from the storage facility shall be insured against damage or loss by each Contractor. Each Contractor shall be responsible for receiving, unloading, and placing and installing equipment in the rooms designated for the specified items of equipment.
 - (3) The Construction Manager shall cooperate with the supplier's installation personnel by providing unobstructed areas in which they may assemble and install equipment.
 - (4) The responsibilities of the Electrical and Mechanical Contractors shall be as follows, unless noted otherwise in Contract Documents:



- (a) Final connections of equipment to building electrical and mechanical rough-ins will be made by the Electrical and Mechanical Contractor (interconnection between items of equipment will be done by the installing personnel, not by the Electrical or Mechanical Contractor). Equipment requiring only plug-in connections shall have outlets installed in accordance with the Contract Documents.
- E. Each Separate Contractor shall
- (1) Within ten (10) days of receipt of Notice of Pending Award of Contract, submit to the Construction Manager a list of the Contractor's principle staff, including on-site superintendent.
 - (2) Coordinate the work of its employees and Sub-contractors.
 - (3) Expedite its Work to assure compliance with schedules.
 - (4) Coordinate its Work with that of other separate Contractors and Work by Owner. Contractor will prepare and submit coordination drawings wherever close and careful coordination is required.
 - (5) Comply with directions and instructions of the Construction Manager.
 - (6) Verify dimensions shown on the drawings and obtain all measurements required for proper execution of Work.
 - (7) Place sleeves and inserts correctly for pipes, conduits and similar items required for its Work, in forms, walls, partitions, and floors. All said Work shall be done in cooperation with the affected Contractors. All items shall be placed in ample time so as not to delay concrete operations. Do not place sleeves so they pass through beams, girders, and similar construction, unless locations are approved by the Architect.
 - (8) See that sleeves and inserts are kept in their proper positions and not displaced by the placing of concrete or other construction Work. The separate Contractors of the Mechanical and Electrical Work involved shall be responsible for inclusion of these items in the Work and shall advise the Construction Manager and Architect of all changes of sleeves and inserts locations.

01040.2 CONSTRUCTION ORGANIZATION AND START-UP

- A. Construction Manager shall establish on-site lines of authority and communications. Construction Manager will:
- (1) Conduct the pre-construction meetings.
 - (2) Conduct progress meetings.
 - (3) Establish procedures and lines of communication:
 - (a) Submittals
 - (b) Reports and records
 - (c) Recommendations
 - (d) Coordination drawings
 - (e) Schedules
 - (4) Contract Documents:
 - (a) Consult with Architect to obtain interpretation.
 - (b) Assist in resolution of questions or conflicts which may arise.
 - (c) Transmit written interpretations to other Contractors, and to other concerned parties.
 - (5) Assist in obtaining permits and approvals:
 - (a) Building permits and special permits required for permanent improvements or for temporary facilities.
 - (b) Verify that Contractors and Sub-Contractors have obtained permits for inspections and for temporary facilities.



- (6) Control the use of the Site:
 - (a) Supervise field engineering and site layout.
 - (b) Allocate space for each Prime Contractor's use for field offices, sheds, and work and storage areas.
 - (c) Establish access, traffic and parking allocations and regulations.
 - (d) Monitor the use of the site during construction.

01040.3 CONSTRUCTION MANAGER'S DUTIES

- A. Construction Schedules
 - (1) Prepare a detailed schedule of basic operations.
 - (2) Coordinate the schedules.
 - (a) Each Contractor shall prepare sub-schedules to comply with critical phases.
- B. Process Shop Drawings, Coordination Drawings, Product Data and Samples
 - (1) Prior to submittal to Architect, Construction Manager will review for compliance with Contract Documents.
 - (2) After the shop drawings are reviewed the Construction Manager will submit to Architect for approval.
 - (3) If shop drawings are incomplete or unacceptable, Construction Manager will return them to Contractor, with comments and recommendations, for revising and to be resubmitted.
- C. Inspection and Testing
 - (1) The Construction Manager will assist the Architect in inspecting the Work to assure that it is performed in accordance with requirements of Contract Documents.
 - (2) Coordinate Testing Laboratory Services.
- D. Monitor the Use of Temporary Utilities
 - (1) Verify that adequate services are provided.
 - (2) Administer the use of Owner furnished utilities and facilities.
- E. Monitor Contractors' periodic cleaning; enforce compliance with Specifications.
- F. Provide Cost Control for the Project
 - (1) Revise and refine the approved estimate of construction cost periodically:
 - (a) Record actual costs and estimates for uncompleted Work.
 - (b) Incorporate approved changes as they occur.
 - (c) Develop cash flow reports and projections.
 - (2) Maintain cost accounting records for authorized work performed under:
 - (a) Unit costs.
 - (b) Actual costs for labor and materials.
 - (c) Other basis requiring accounting records.
 - (3) Implement procedures for review and processing of contractors' applications for progress payments and for final payments.
- G. Maintain Reports and Records at Project Site, Available to Architect and Owner.
 - (1) Daily log of progress of Work of each Contractor.
 - (2) Records:
 - (a) Contract Documents.
 - (b) Materials and equipment records.
 - (c) Samples, Product Data and Shop Drawings.
 - (d) Record Documents.
 - (3) Maintain file of record documents.

01040.4 CONSTRUCTION MANAGER CLOSE-OUT DUTIES

- A. Coordinate Mechanical and Electrical Equipment Start-Up
- B. At completion of the Work of each Contract, conduct an inspection to assure that:
 - (1) Specified cleaning has been accomplished.



- (2) Temporary facilities have been removed from the Site.
- C. Substantial Completion
 - (1) Conduct an inspection to confirm or supplement each Contractor's list of Work to be completed or corrected.
 - (2) Assist Architect in his inspection.
 - (3) Supervise the correction and completion of Work as established in the Certificate of Substantial Completion.
- D. When Owner occupies a portion of the Project Site prior to final completion, administer the established responsibilities of the Contractors and the Owner.
- E. Final Completion
 - (1) When each Contractor determines that Work is complete, assist the Architect in his inspection to verify completion of the Work.
- F. Administration of Contract Closeout
 - (1) Receive and review Contractors' final submittals.
 - (2) Transmit final submittals to Architect.
 - (3) Review all close out documentation required under Contract Documents.

01045

CUTTING AND PATCHING NEW WORK

- A. Each Contractor whose Work requires it, shall be responsible for all cutting, fitting and patching, including excavation and backfill, required to complete the Work in accordance with Contract Documents or to:
 - (1) Properly fit parts together or to receive Work of other Contractors.
 - (2) Uncover portions of the Work to provide for installation of ill-timed Work.
 - (3) Remove and replace defective Work.
 - (4) Remove and replace work not conforming to requirements of Contract Documents.
 - (5) Provide routine penetrations of non-structural surfaces for installation of piping and electrical conduit.
- B. Preparation
 - (1) Provide adequate temporary support as necessary to assure the structural value or integrity of the affected portion of the Work.
 - (2) Provide devices and methods to protect other portions of the Project from damage.
 - (3) Provide protection from the elements for that portion of the Project which may be exposed by cutting and patching work and maintain excavations free from water.
- C. Performance
 - (1) Execute cutting and demolition by methods which will prevent damage to other Work and will provide proper surfaces to receive installation of repairs.
 - (2) Execute excavating and backfilling by methods which will prevent settlement or damage to other Work.
 - (3) Employ the original installer or fabricator to perform cutting and patching in accordance with Contract Documents for:
 - (a) Weather-exposed or moisture-resistant elements.
 - (b) Sight-exposed finished surfaces.
 - (4) Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finishes.
 - (5) Restore Work which has been cut or removed; install new products to provide completed Work in accordance with requirements of Contract Documents.
 - (6) Fit Work airtight to pipes, sleeves, ducts, conduit and other penetrations through surfaces.
 - (7) Maintain Fire Wall penetrations.
 - (8) Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes:
 - (a) For continuous surfaces, refinish to nearest intersection.
 - (b) For an assembly, refinish the entire unit.



01050 FIELD ENGINEERING

01050.1 GRADES, LINES, LEVELS

- A. Information pertaining to preliminary investigations, such as soil borings, location of utilities, existing structures and existing grades appear on the drawings. While such data has been collected with reasonable care, there is no expressed or implied guarantee that conditions so indicated are entirely representative of those actually existing or that unforeseen developments may not occur. Each Contractor must make its own interpretation on results of such investigation and shall satisfy itself as to materials to be excavated and materials upon which fill or other Work may be placed. Where underground services, utilities, structures, etc., are located on the drawings or given at the site, they are based on available records, but are not guaranteed to be complete or correct. They are merely given to assist each Contractor.
- B. Each Contractor shall immediately upon entering the Site for purpose of beginning Work, locate general reference points and take such action as is necessary to prevent their destruction. Each Contractor shall lay out its own Work and be responsible for all lines, elevations and measurements of the building, utilities and other Work executed by it under the Contract. It must exercise proper precaution to verify figures on the Drawings before laying out Work and will be held responsible for any error resulting from its failure to exercise such precaution.
- C. Using datum furnished by the Owner, the lot lines and present levels have been established as shown on the Construction Documents.
- D. The Construction Manager shall employ a registered land surveyor to lay out the building corners on the site and establish a main floor benchmark elevation.
- E. The Construction Manager shall make provision to preserve property line stakes, benchmarks or datum point. If any are lost, displaced, or disturbed through neglect of any Contractor, or his agents or employees, the Contractor shall notify the Construction Manager at once and the Contractor shall be responsible for the cost of restoration.
- F. Each Contractor, as it applies to its Contract, shall verify grades, lines, levels, locations, and dimensions as shown on drawings and report any errors or inconsistencies to the Construction Manager before commencing Work. Starting of Work by the Contractor shall signify its acceptance to the condition of the Site.

01095 REFERENCE STANDARDS AND DEFINITIONS

01095.1 ABBREVIATIONS AND TRADE NAMES

- A. Trade associations names and titles are frequently abbreviated. Where acronyms or abbreviations are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards generating organization, authority having jurisdiction, or other entity applicable to the text provision. Refer to the "Encyclopedia of Associations" published by the Gale Research Co., found at most libraries.
- B. Review building, mechanical, electrical and fire safety codes as noted by TowerPinkster Architecture, Engineering, Interiors.

01095.6 EQUAL OPPORTUNITY FOR EMPLOYMENT (MICHIGAN)

- A. Each Contractor will comply with all applicable provisions of the Federal Civil Rights Act and the Michigan Fair Employment Practices Act, and the violation of either shall be cause for cancellation of this contract.
- B. Each Contractor, in accordance with the Michigan Fair Employment Practices Act, to the extent such act is applicable, shall not discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to the hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because race, color, religion, national origin or ancestry (or age or sex, except where based on a bona fide occupational qualification). Contractor shall not maintain or provide for his employees any segregated facilities.



- 01200 PROJECT MEETINGS
- 01200.1 PRE-BID MEETINGS (Conducted by the Construction Manager, scheduled as indicated in Instruction to Bidders.)
- A. Introduction of Owner, Architect, and Construction Manager
 - B. Agenda may include the following:
 - (1) Safety to Persons and Property
 - (2) Bonding Requirements
 - (3) Monthly Invoice Requirements
 - (4) Insurance Requirements
 - (5) Testing, Permits, and Inspection Requirements
 - (6) Clean Up
 - (7) Temporary Utilities and Services
 - (8) Lay Out of Project
 - (9) Alternates
 - (10) Addendum Items
 - (11) Bid Packages
 - (12) Schedule
 - (13) Bid Forms
 - (14) Bid Date
 - (15) Shop Drawing Procedures
 - (16) Correspondence
 - (17) Questions and Answers
- 01200.2 PRE-CONSTRUCTION MEETING (Conducted by Construction Manager)
- A. Attendance
 - (1) Owner's Representative.
 - (2) Architect and consultants.
 - (3) Construction Manager, including Field Superintendent, General Superintendent and Project Coordinator.
 - (4) Contractor's Superintendent(s).
 - (5) Major Sub-contractors.
 - (6) Major suppliers.
 - (7) Others as appropriate.
 - B. Agenda may include the following:
 - (1) Distribution and discussions of:
 - (a) List of major sub-contractors and suppliers.
 - (b) Project construction schedules.
 - (2) Critical Work sequencing.
 - (3) Major equipment deliveries and priorities.
 - (a) Indicate request for color charts for materials requiring color selection.
 - (4) Project Coordination.
 - (a) Designation of responsible personnel.
 - (b) Establish proper lines of communication.
 - (5) Procedures and processing of:
 - (a) Field decisions.
 - (b) Proposal requests.
 - (c) Submittals.
 - (d) Change Orders.
 - (e) Applications for Payment.
 - (6) Procedures for maintaining Record Documents.
 - (7) Use of premises:



- (a) Use of site during construction.
- (b) Office, work and storage areas.
- (c) Owner's requirements.
- (8) Temporary utilities.
- (9) Security procedures.
- (10) Housekeeping procedures.
- (11) Quality and work standards.

01200.3 **PROGRESS MEETINGS**

- A. The Construction Manager shall represent the Owner and conduct a job progress meeting on the Site every two weeks. The Construction Manager will confer with the Owner, Architect and Contractors at the pre-construction meeting to schedule regular time and day of the week to conduct such meetings.
- B. The Construction Manager, as a representative of the Owner, shall preside at these meetings and record the minutes of the meeting. Typed minutes shall be sent to the Owner, Architect, and each Contractor, and one (1) copy shall be on file at the Project Site. Each meeting shall, at the discretion of the Construction Manager, include as a minimum the following information.
 - (1) Date, time and place of meeting.
 - (2) Name, title and company affiliation of each participant.
 - (3) Discussion of Contractors' construction progress of each trade since last meeting.
 - (4) Contractor's schedule of Work proposed before next meeting.
 - (5) Review of Contractor's schedule relative to current construction progress.
 - (6) Coordination problems and methods of resolving same.
 - (7) Information required from the Owner for the timely execution of the work.
 - (8) Specific directions by the Contractor to his subcontractors relative to the execution of the work.
- C. Each Contractor and his Subcontractors currently working on the project shall be represented at these meetings. Decisions rendered and instructions given during these meetings shall be binding on the Contractor and on his Subcontractors.

01300 SUBMITTALS (All submittals shall be made to the Construction Manager)

01300.1 **CONSTRUCTION SCHEDULES**

- A. The Construction Manager has included a preliminary construction schedule at the end of this Division. Within ten (10) days of Notice of Pending Award of Contract the Contractor shall submit (upon request by the Construction Manager) the following forms which will be distributed by the Construction Manager with the Notice of Pending Award:
 - (1) Shop Drawing - Item Delivery Schedule
 - (2) Manpower Requirements
 - (3) A list of critical phasing requirements as it relates to other trades
 - (4) Schedule concerns
- B. The Construction Manager will finalize the Construction Schedule based upon Contractor's input without altering the original completion dates shown on the preliminary schedule.
- C. The Construction Manager will periodically update the construction schedule. It is each Contractor's responsibility to maintain the schedule as it relates to their work.

01300.2 **SHOP DRAWINGS, PRODUCT DATA, SAMPLES**

- A. All submittals shall be clearly identified with project name and location, and Contractor's name. The Construction Manager shall indicate its review by means of his stamp, with his initials and date of review, prior to submitting to the Architect for review.
- B. Shop drawing details shall be identified by reference to sheet and detail, schedule of room or door numbers shown on Contract Documents.



- C. Product data copies shall be clearly marked to identify pertinent products, models, or part numbers; shall show performance characteristics and capacities, dimensions and clearances required, and during or piping diagrams and controls.
- D. Samples shall be of sufficient size and quantity to clearly illustrate functional characteristics of the product with related parts and attachment devices, showing full range of color, texture and pattern.
- E. Shop drawing submissions unless otherwise noted, shall be electronically transmitted.
- F. Product data submissions, unless otherwise noted or otherwise instructed at the pre-construction meeting, shall be electronically transmitted.
- G. Sample submissions, unless otherwise noted or otherwise instructed, shall consist of three (3) physical samples.
- H. Each Contractor shall submit a list of dates for the proposed shop drawings delivery schedules for the Construction Manager's review within ten (10) days of Notice of Pending Award.
- I. Allow three (3) weeks for initial review. Allow additional time if further review is required with other disciplines.
- J. It is the Contractor's sole responsibility to submit shop drawings, coordination drawings, product data and samples in a timely fashion for review and approval, including resubmittals if necessary. No time extensions will be allowed for failure to submit these items.

01400

QUALITY CONTROL

01400.1

TESTING LABORATORY SERVICES

- A. The Owner, through the Construction Manager will select, employ, and pay an independent testing laboratory to perform specified and/or required services.
- B. Related requirements specified elsewhere:
 - (1) Testing and inspections required by laws, ordinances, etc., as required by the General Conditions.
 - (2) Tests and standards as may be required by subsequent specification sections.
 - (3) Testing, adjusting and balancing of equipment.
- C. Testing, inspection, and/or sampling which may be required for the Project and may be obtained by the Owner include the following:
 - (1) Soils Compaction Control.
 - (2) Bituminous surfacing or asphaltic concrete.
 - (3) Concrete.
 - (4) Masonry blocks.
 - (5) Masonry mortar and/or grout.
 - (6) Lightweight insulating decks.
 - (7) Steel, structural welding.
 - (8) Fireproofing.
 - (9) Built-up roofing.
 - (10) Electrical: Buss ducts and ground fault.
 - (11) Mechanical: HVAC units acceptance tests.

(The above list is not intended as a complete list and does not relieve each Contractor from responsibility for providing his Work in accordance with the Contract Documents, completely.)
- D. Contractor's Responsibilities
 - (1) Each Contractor shall cooperate with laboratory personnel, provide access to Work, and to manufacturer's or supplier's operations.
 - (2) Each Contractor shall provide to laboratory preliminary representative samples of materials to be tested, in required quantities.
 - (3) Each Contractor shall furnish casual labor and facilities:
 - (a) To provide access to work to be tested.
 - (b) To facilitate inspections and tests.
 - (c) For laboratory's exclusive use for storage and curing of test samples.



- (4) Each Contractor shall notify Construction Manager and laboratory at least twenty-four (24) hours in advance of operations to allow for his assignment of personnel and scheduling of tests.
 - (5) Each Contractor shall employ, and pay for, services of a separate, equally qualified, Independent Testing Laboratory to perform additional inspections, sampling and testing required:
 - (a) For Contractor's convenience.
 - (b) When initial tests indicate work does not comply with Contract Documents.
- E. Laboratory Qualifications
- (1) Laboratory shall meet "Recommended Requirements for Independent Laboratory Qualifications", latest edition, published by the American Council of Independent Laboratories.
 - (2) Meet approval of requirements for project time schedule and particular Project demands, including available personnel.
- F. Laboratory Duties and Limitations of Authority
- (1) Cooperate with Construction Manager and Contractor's; provide qualified personnel promptly on 24-hour notice.
 - (2) Perform specified inspections, sampling and testing of materials and methods to establish degree of compliance with Contract Documents.
 - (3) Promptly notify Construction Manager and Contractor of irregularities or deficiencies of work, which are observed during performance of services.
- G. The laboratory shall promptly submit five (5) copies of tests and/or inspections to the Construction Manager including:
- (1) Date issued.
 - (2) Project title and number.
 - (3) Testing laboratory name and address.
 - (4) Name and signature of Inspector.
 - (5) Date of inspection or sampling.
 - (6) Record of temperature and weather.
 - (7) Date of test.
 - (8) Identification of product and specification section.
 - (9) Type of inspection or test.
 - (10) Observations regarding compliance with Contract Documents.

01500

TEMPORARY UTILITIES

- A. Each Contractor, or other Sub-contractor shall furnish and install temporary service to its own temporary office.
- B. The Electrical Contractor shall provide, install and maintain a 200A, 120/240V-1Ph temporary service, and provide, install and maintain temporary wiring in all areas of new construction. Existing building service may be used to the extent possible until new construction would require removal of existing electrical service.
 - (1) Provide at minimum, a main panel on each level of the building to allow for 240v lighting and other distribution as noted below.
 - (2) For general use of power hand tools and task lighting, provide temporary 4-gang ground fault outlets at each floor level, spaced so that each area of work can be reached with a 100-foot extension cord. Provide separate, 120V, 20-amp circuit for each 4-gang outlet (4 outlets per circuit).

- (3) For general temporary lighting in construction areas, provide as per MIOSHA requirements but not less than (1) 200-watt incandescent lamp per 1000 square foot of floor area, uniformly distributed, or provide equivalent illumination of a similar nature. Provide not less than 100-watt incandescent lamps in corridors and similar traffic-ways, spaced not more than 50 feet apart, except provide (1) lamp at each stairway or ladder landing.
 - (4) Temporary lighting system shall be circuited and controlled so that the lighting level in each portion or floor of the building can be reduced to provide security lighting during non-working hours and on weekends and holidays. The level of lighting for security purposes shall be in accordance with all federal, state and local regulations. The control of the temporary lighting will be such that the lighting is turned on at the beginning of each workday and the normal working lighting is reduced to the security lighting level at the end of each workday.
 - (5) Any special voltage requirements for construction equipment shall be furnished and paid for by the Contractor requiring same
- C. Contractors and their Sub-contractors requiring 120-volt, localized lighting and simple phase power shall furnish their own extension cords and lamps. The Electrical Contractor shall furnish wiring and lamps for general temporary lighting and power distribution only.
 - D. Contractors and their Sub-contractors shall be allowed to use the service provided for general temporary lighting and fractional horsepower hand tools at no cost to them.
 - E. Contractors and their Sub-contractors shall compensate the Electrical Contractor for wiring of construction equipment, which requires circuits larger than 20-amp, 120-volt, single phase. Arrangements shall be made with Electrical Contractor before this type of equipment is used.
 - F. Contractors and their Sub-contractors requiring lighting or other electrical service outside of the building, other than for temporary offices, shall pay for the installation and removal of service, maintenance charges, and energy consumed.
 - G. Contractors and their Sub-contractors requiring services for construction equipment and testing in excess of the capacity of the temporary construction service shall make their own arrangements and pay all costs.
 - H. The Electrical Contractor shall expedite the Work under its contract to install and connect the permanent wiring system and panels to permanent heating and ventilating equipment in time to test and operate as temporary heat when the building has been enclosed. Permanent wiring and connections may be used at permanent equipment. However, the use of the permanent system during construction shall in no way affect any part of the guarantee period. If the permanent wiring system is not available for connection to permanent heating and ventilating equipment, the Electrical Contractor shall provide all wiring to connect this equipment to the temporary electrical system.
 - I. After completion of the permanent electrical system and building wiring by the Electrical Contractor, permanent receptacles may be used during finishing work, except this wiring shall not be used for motors larger than 1/2 HP, or for welding equipment. Power for larger motors and welding equipment shall be provided by special circuits to mains of electrical panels at the expense of Contractors requiring them, provided that special permission is obtained from the Architect and the installation is made by the Electrical Contractor.
 - J. After the permanent lighting fixtures are installed and connected to the permanent distribution system, they shall be lamped and used for construction lighting. All burned out lamps shall be replaced by the Electrical Contractor at the time of substantial completion of the project.
 - K. Cost of temporary electrical energy shall be provided by the Owner.



- 01500.1 TEMPORARY HEATING COOLING AND VENTILATING
- A. Heating of Buildings during Construction
(Note: Heating and covering protection required during the construction period prior to protection of enclosed building spaces is not considered as temporary heat but shall be classified as cold weather protection as described elsewhere in the applicable specification divisions).
- (1) ENCLOSURE: The building shall be considered as enclosed for temporary heating purposes, when the following are in place:
- (a) The exterior walls completely erected, the roof deck complete with roofing. All doorways, windows, and other wall and roof openings not completed shall be protected.
 - (b) If the Boiler Room is remotely located from the areas to be furnished with temporary heat, the Boiler Room shall be enclosed to provide weather protection for all mechanical equipment installed for use as the temporary heating system.
- B. Temporary Enclosures, Partitions and Doors
- (1) The Construction Manager shall be responsible for erecting and maintaining all temporary structures or closures required to enclose the working areas of the building, and Boiler Room.
- (a) Temporary closures required at roof openings for rooftop mechanical units or other rooftop equipment, shall be erected and maintained by the Contractor installing the equipment.
 - (b) Provide such temporary protection at doorways, and other openings during the temporary heat phase of the work sufficient to retain the temporary heat provided by the Mechanical Contractor until such time as permanent doors, windows and other enclosures are installed.
 - (c) Advise Mechanical Contractor when enclosure is sufficient to retain temporary heat.
 - (d) Coordinate enclosure and temporary heat to ensure that sufficient temporary heat is provided considering temporary nature of protection at doorways, windows and other openings.
- (2) All windows, curtain walls, storefronts and entrance sidelights and transoms shall be glazed, either with the required glass or opaque panels; or with temporary reinforced sheet plastic securely fastened to wood frames by Contractor responsible for installing permanent systems.
- (3) All building entrances, or openings to uncompleted corridors or other uncompleted sections of the building shall have temporary partitions erected, (with tight fitting doors as required, to provide adequate access into and out of the working areas). Partitions shall be built of substantial 2" x 4" wood framing, braced and anchored into the opening in such a way that finished surfaces will not be marred or damaged.
- (4) Unless the temporary partition is at an exterior opening all framing lumber shall be rated to be fire-retardant. Frame shall be covered on the exterior face with fire rated gypsum board, fire-rated plywood, or other non-combustible surfacing, which shall be sealed by caulking at perimeters and joints. Batt insulation minimum 2" thick, shall be secured to the wood framing. Include a rated door and closure.
- (5) Temporary doors shall be equipped with substantial hinges, shall have a self-closing device, and a substantial locking device.
- C. Temperatures Required
- (1) The following minimum temperatures shall be maintained, and apply to heating of enclosed spaced during construction:
- (a) 35 degrees F. for concrete masonry units and brickwork, with this temperature to be maintained for 48 hours after masonry is erected.

- (b) 50 degrees F. for plastering work, drywall work, hand tile work, with this temperature to be reached before work is begun, maintained during the application, and maintained until the installation is cured.
 - (c) 55 degrees F. for three days prior to and during the application of interior woodwork, resilient tile, paint, acoustical ceilings and similar interior finishes; to be maintained until the project is completed.
 - (d) Unless otherwise called for above or in the technical specification divisions, a minimum temperature of 50 degrees F. shall be maintained in the enclosed spaces during non-working hours, and a minimum temperature of 55 degrees F. shall be maintained within the enclosed working area during working hours.
- (2) Capacities of equipment and fuel consumption shall be based on local design conditions and degree days as published in the current edition of the ASHRAE Handbook.
 - (3) The use of the air conditioning system shall not be available to the Contractors during the Construction Period, and shall only be operated for start-up, testing and adjustment.

D. Ventilation

- (1) The Mechanical Contractor shall provide ventilation of the enclosed space for workmen in accordance with State and Federal Occupational Safety and Health Standards or other applicable laws. He shall also provide ventilation of the enclosed space as required to facilitate drying of plaster, poured decks and floors, or other materials requiring ventilation in accordance with manufacturer's directions.
 - (a) If the permanent ventilation system is used, the Mechanical Contractor shall assume full responsibility for maintenance of the permanent equipment and shall keep the system clean, furnish and change filters as needed and turn the complete new heating-ventilation system over to the Owner in a clean condition when the project is completed.

Permanent equipment shall not be used for temporary ventilation unless maintained and operated as follows:

 - (1) Return air ducts shall not be used.
 - (2) All supply air to each unit shall be filtered.
 - (3) Filters shall be constantly checked and changed as necessary.
 - (4) Operation of permanent equipment for ventilation shall not negate the normal one-year guarantee and warranty called for after acceptance of the system by the Owner.

E. Temporary Heat

- (1) All heating required after enclosure of the building, or any designated portion shall be classified as TEMPORARY HEAT.
- (2) After the building or any designated portion has been entirely enclosed, and temporary heat is required, the Mechanical Contractor shall provide all temporary heat using one or more of the three (3) following methods:
 - (a) Method (1) - The permanent heating system may be used for temporary heating where available. If the permanent system is used, this Contractor shall install in their permanent location heating coils or convectors, etc., as approved by the Architect. Provide such controls as necessary to maintain the temperature required. Provide necessary insulated piping to the enclosed space when the boiler is remotely located.

Temporary filters shall be used in the permanent system. Provide bases, shields, etc., around heating elements where required to prevent too rapid drying of adjacent concrete, masonry or plaster. Some of the permanent heating system equipment may require relocation by this Contractor as required during construction to prevent interference with continuing construction where



authorized by the Architect. All equipment so used shall be cleaned and restored to new conditions, except for ordinary wear, prior to final acceptance, and its use shall in no way affect the Owner's guarantee periods as specified in this Division and Division 23.

If the permanent system is not fully operable or does not have sufficient controls to maintain the necessary heat considering existing conditions, this Contractor shall furnish, install and maintain temporary units connected to the permanent system. Install and maintain safety controls to protect the permanent system from damage. All temporary units including their connections, which are not part of the permanent heating system shall be removed by this Contractor after they are no longer necessary. Coordinate this work with the other trades involved.

Method (2) - If the permanent system is not fully operable or does not have sufficient controls to maintain the necessary heat considering existing conditions, this Contractor shall furnish and install a temporary heating system. The temporary heating system shall consist of approved boilers, unit heaters, etc., as required to maintain temperatures specified. Each unit shall be installed complete, with safety controls, venting, power and fuel connections, room thermostat and necessary ductwork and piping approved by the Architect. All portions of the temporary heating system shall be removed by this Contractor after they are no longer necessary. The temporary heating equipment shall be relocated by this Contractor as required during construction to prevent interference with continuing construction. This Contractor shall correlate this work with the other trades involved.

(b) Method (3) - If the permanent system is not fully operable or does not have sufficient controls to maintain the necessary heat considering existing conditions, this Contractor shall provide, maintain and supervise the operation of approved temporary portable units, such as oil or gas fired unit heaters, furnaces, direct fired make-up air units, or similar equipment. Note: No direct gas-fired units (i.e.: Torpedo Heaters) will be allowed. All such units shall be properly vented to the exterior, piped, and wired, and shall be provided with thermostat for temperature control and with all required safety controls.

(3) All electrical wiring required for temporary or permanent heating shall be furnished and installed by the Electrical Contractor from temporary wiring service.

F. Cost of Temporary Heat

(1) The cost of temporary heat shall be determined as follows.

(a) The cost of furnishing and installing the temporary heating system in accordance with methods 1, 2 and/or 3 above, (including relocation and/or removal) shall be included by the Mechanical Contractor in his base bid.

G. The cost of Fuel for the Temporary Heating System shall be determined as follows:

(1) The Construction Manager shall provide the fuel used in the operation of the temporary heating system.

01500.2 TEMPORARY TELEPHONE SERVICE

A. Contractors are to provide their own telephone services.



- 01500.3 TEMPORARY WATER
- A. As soon as possible after award of its Contract, the Mechanical Contractor shall make arrangements for temporary connections and extension of water service facilities. When connecting into an existing water service, connection shall be made by means of an approved back-flow preventor. As soon as possible, the Mechanical Contractor shall install the permanent main into the building and provide a temporary gate valve, extend piping, provide temporary water meter, if required, and provide two 3/4" hose bibs, located where directed by the Construction Manager for use of all Contractors. Permanent risers may be used for temporary services.
 - B. Each Contractor shall provide his own hose or piping with leak free connections from hose bibs.
- 01500.4 TEMPORARY SANITARY FACILITIES
- A. The Construction Manager shall provide and maintain sanitary temporary toilets in sufficient number required to accommodate all employees working on the project. The toilets shall comply with Federal, State and Local Code requirements.
 - B. As soon as conditions will allow, Mechanical Contractor shall provide and maintain temporary toilets, using temporary fixtures, within the building, with connections to cold water and sanitary sewer. The General Trades Contractor will provide a temporary wood enclosure with doors. All temporary facilities will be removed, and permanent fixtures installed when directed by the Construction Manager.
- 01500.5 TEMPORARY FIRST AID FACILITIES
- A. Each Contractor or Sub-contractor shall provide first aid facilities as required by Federal, State, or Local Safety Regulations.
- 01500.6 TEMPORARY FIRE PROTECTION
- A. Each Contractor shall provide, maintain and have readily accessible, approved type extinguishers when working adjacent to hazardous areas such as painting or welding, or when torches or open flames for heating or cutting. All personnel working on the project shall be familiarized with the locations and operation of fire extinguishers.
- 01500.7 WATER CONTROL
- A. All pumping necessary to keep excavations and trenches free from water during the entire progress of this work, from a point five (5) feet outside of building proper, shall be the responsibility of the Contractor who is responsible for said excavations and trenches. Do not discharge water on adjoining property.
- 01500.8 DEBRIS CONTROL
- A. The Construction Manager will provide dumpsters for general refuse. Major demolition items, masonry, concrete, hazardous materials (including paint products), and earthwork items will not be allowed to be disposed of in these dumpsters.
 - B. It shall be the duty of each Contractor to keep the premises free of accumulations of surplus materials and rubbish collection location on the site on a daily basis. If the Contractor fails to clean up within 24 hours after directed by Construction Manager, the debris will be removed, and the cost thereof shall be charged to the Contractor.
 - C. Every Friday morning between 8:00 AM until 10:00 AM there will be a mandatory clean up. All contractors that are on site are required to participate in the clean up. Each Contractor shall perform an overall cleanup of the entire site, including a broom cleaning of all appropriate surfaces, clean up can also occur more often depending on site conditions. The number of people required to clean up for each contractor is determined by the table below.



Crew Size

- 1 to 5 people**
- 6 to 10 people**
- 11 to 15 people**
- 16 to 20 people**
- 21 to 30 people**
- 31 to 40 people**
- 41 or more people**

Required Number of People

- 1-2 person**
- 2-3 people**
- 3-4 people**
- 4-5 people**
- 5-6 people**
- 6-7 people**
- 7-8 people**

- D. Burning of rubbish on site will not be permitted.
- E. Rubbish shall not be thrown through window openings or from any great heights but shall be conducted to ground by means of approved chutes or other means of controlled conveyance.

01500.9 PROJECT IDENTIFICATION AND SIGNS

- A. The Construction Manager shall furnish a sign for the entire Project. Sign will be located as agreed upon by the Construction Team. No other signs will be permitted without Team's approval. Sign shall be removed at the completion of the project.

01500.10 FIELD OFFICE AND SHEDS

- A. The Construction Manager shall provide temporary office for his own use and adequate for use at progress meetings.
- B. Other Contractors shall provide own offices as needed. Locate offices as directed by the Construction Manager. If a portable office trailer is used it must be of recent modular type of good appearance made specifically for this use.

01500.11 TEMPORARY STORAGE AND SHOP FACILITIES

- A. Each Contractor shall provide their own protection against the elements for suitable storage of their materials or equipment delivered to the site. Each Contractor requiring on-site storage or shop facilities shall provide his own sheds, trailers or other structures located as directed by the Construction Manager.
- B. All storage facilities shall be removed from the Site when no longer required. Any spaces in the project building used for storage of materials or as shop space shall be completely cleaned and restored to a new condition prior to final inspection. Any space required to be vacated for following trades, tenant work, or Owner operations shall likewise be cleaned and restored.

01500.12 PROTECTION OF PERSONS AND PROPERTY

Each Contractor shall be responsible for providing the following for their portion of the Work:

- A. Barricade open excavations and post with warning lights for the safety of persons. Operate warning lights during hours from dusk to dawn each day.
- B. Protect structures, utilities, sidewalks, pavements and other facilities immediately adjacent to excavations from damages caused by settlement, lateral movement, and undermining, washout and other hazards.
- C. Take precautions and provide necessary bracing and shoring to guard against movement or settlement of existing improvements or new construction. The Contractor is entirely responsible for the strength and adequacy of bracing and shoring, and for the safety and support of construction and for damage or injury caused by the lack thereof or by movement or settlement.



- 01500.13 SPECIAL SCHOOL CONSTRUCTION POLICIES
- A. There will be no Radios, Boom Boxes, CD Players, or similar items allowed on the jobsite. Failure to comply can result in the removal from site.
 - B. There will be no smoking or tobacco allowed on school grounds. Failure to comply can result in the removal from site.
- 01600 MATERIAL AND EQUIPMENT
- 01600.1 MANUFACTURER'S INSTRUCTIONS
- A. When Contract Documents require that installation of Work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including two copies to Construction Manager.
 - (1) Maintain one set of complete instructions at the job site during installation and until completion.
 - B. Handle, install, connect, clean, condition and adjust products in strict accord with such instructions and in conformity with specified requirements.
 - (1) Should job conditions or Specifications conflict with manufacturer's instructions, consult with Construction Manager for further instructions.
 - (2) Do not proceed with Work without clear instructions.
 - C. Perform Work in accord with Manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.
- 01600.2 TRANSPORTATION AND HANDLING
- A. Arrange deliveries of products in accord with Construction Schedules, coordinate to avoid conflict with work and conditions at the site.
 - (1) Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
 - (2) Immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals, and products are properly protected and undamaged.
 - B. Provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.
- 01600.3 STORAGE AND PROTECTION
- A. All cement, caulking materials, paint materials, lime, plaster, adhesives for resilient floors, acoustical materials, and all similar materials shall be delivered and stored on the job or at off-site storage locations in original sealed containers, unopened, with seals unbroken and with labels plainly indicating manufacturer's name, brand, type, and grade of materials. If materials are unacceptable, they shall be immediately removed from the premises. Store all the above-mentioned materials above ground and protected from dampness, weather, and other damage. Materials suitably stored off-site shall be bonded to protect Owner's title to materials.
 - B. Materials such as reinforcing steel, wood, steel, masonry, piping, roofing, insulation, gypsum board, etc. shall not be stored directly on the ground.
 - C. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.
 - D. Special care shall be exercised to assure that danger to persons or damage to property is avoided by handling or storage of materials which are volatile or toxic.
 - E. In addition to the requirements of the General Conditions, Supplementary and other Specification Sections, the following special requirements for protection of the new work shall apply:



- (1) Each Contractor shall at all times protect all Work from damage by rainwater, spring water, ground water, backing up of drains, or sewers, and all other water that may or could be admitted to any Work. He shall provide all pumps, other equipment and closures to provide this protection. He shall do all pumping necessary to keep the work free of water.
- (2) Each Contractor shall be responsible for closing any of his openings in wall or roof which would admit water to the building.
- (3) Each Contractor shall provide protection to their Work against weather, floods, rain, wind, storms, frost, cold, or heat to maintain all work materials, apparatus and fixtures free from injury and damage.
- (4) After roofing is installed all Work on the roof shall be done over planking or other substantial protection to spread construction loads and to isolate traffic from the roof surface. Each Contractor shall provide his own protection when working on the roof.

01700

CONTRACT CLOSE OUT

01700.1

SUBSTANTIAL COMPLETION

- A. Before Contractor requests inspection for certification of substantial completion, complete the following:
 - (1) Complete all Work within the area to be inspected.
 - (2) Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; including occupancy permits, operating certificates and similar releases.
 - (3) Make changeover of permanent locks and transmit keys to the Owner. Advise the Owner's personnel of change over in security provisions.
 - (4) Deliver tools, spare parts, extra stock, and similar items.
 - (5) Complete start-up and testing of systems and provide instructions to the Owner's operating and maintenance personnel. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups and similar elements not needed for final completion.
 - (6) Complete final clean-up requirements as directed by Construction Manager, including touch-up and otherwise repair and restore marred exposed surfaces.
- B. Inspection by the Architect will proceed upon receipt of a request for inspection. The Architect will either proceed with the inspection or advise the Contractor on unfilled requirements. Upon inspection the Architect will prepare the Certificate of Substantial Completion. The following items must be completed before final acceptance and final payment is made:
 - (1) All Work and Punch List items must be completed.
 - (2) Final Application for Payment must be submitted and approved for payment.
 - (3) All guarantees and warranties must be submitted.
 - (4) Final waiver of lien and sworn statements must be submitted with Application for Payment.
 - (5) Record drawings, maintenance manuals, and similar record documentation must be submitted.
 - (6) All items of Work for Contractor must be approved by regulatory agencies such as, but not limited to, the State Fire Marshall, Health Department, Mechanical Inspector and Electrical Inspector.
 - (7) Submit a copy of the Architect's final punch list signed by Contractor's representative, stating that each item has been completed or otherwise resolved for acceptance.
 - (8) Consent of surety to final payment must be submitted.

01700.2

CLEANING

- A. The Construction Manager will schedule final cleaning at the completion of the Project.



- B. Each Contractor is responsible for expediting the cleaning, washing, waxing, and polishing required within the technical sections of the Specifications governing work under his contract. In addition, each Contractor shall perform final cleaning of the entire project to remove all foreign matter, spots, soil and construction dust, so as to put the project in a complete and finished condition ready for acceptance and use intended. He shall remove all marks, stains, fingerprints, and other soil or dirt from all painted, enameled or varnished work and all other exposed finished surfaces.
- C. Painting Contractor, at the completion of other trades, shall be responsible to touch-up and restore all damaged paint or wallpaper surfaces.
- D. The Glazing Contractor shall remove all excess glazing compound and sealant, stains and paint from all glass, and wash and polish glass. Take care not to scratch glass. The Glazing Contractor will replace all damaged, broken, or scratched glass. Cost of glass replacement shall be borne by the party who caused the damage. This work is included as part of the cleanup requirements.
- E. Each Contractor shall similarly perform at such time an equivalent thorough cleaning of work and equipment provided under their contracts.
- F. If damage cannot be attributed to a specific party, the cost shall be prorated between all Contractors as their interests or exposure may occur.

01700.3 OPERATING AND MAINTENANCE DATA

- A. Each Contractor shall provide two (2) duplicate sets covering each and every item of equipment and device furnished or erected by him. This shall consist of the following:
 - (1) Catalogue data or literature.
 - (2) Manufacturer's operating instructions.
 - (3) Manufacturer's maintenance instructions.
 - (4) Installation instructions.
 - (5) Index of Sub-contractors, including their addresses and phone numbers.
- B. In each of these, the correct model number and the data for the model number shall be checked off in ink where the literature covers more than one model number. For items assembled by Contractor for special functions, Contractor shall write up and provide duplicate operating and maintenance instructions.
- C. Material shall be suitably organized, indexed, bound and delivered to the Construction Manager.

01700.4 WARRANTIES AND BONDS

- A. Each Contractor shall provide specified warranties and bonds, signed and co-signed where applicable in accordance with Contract Documents. Assemble duplicate copies, indexed and neatly bound into binders, and deliver to the Architect.

01700.5 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Each Contractor shall retain all loose and small detachable parts of the apparatus and equipment furnished under his contract, as well as keys and tools required for maintenance, until the completion of the work. Each Contractor shall then turn same over to the Owner, or his representative designated to receive them and obtain from him an itemized receipt thereof in triplicate. He shall retain one copy of this receipt for finally payment for the work.

END OF GENERAL REQUIREMENTS