

# Project Manual

Livonia Public Schools  
Stevenson High School – 2025 Tennis Court Surface Renovations  
Livonia, Michigan

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**Date:** January 29, 2025

**Issued for:** Construction Documents

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**Owner:** Livonia Public Schools  
15125 Farmington Road  
Livonia, MI 48154

**Landscape Architect:** Foresite Design, Inc.  
3269 Coolidge Highway  
Berkley, MI 48072  
Ph: 248-547-7757  
Email: [mike@foresitedesign.com](mailto:mike@foresitedesign.com)

**Owner's Representative:** Plante Moran Realpointe  
3000 Towne Center, Suite 100  
Southfield, MI 48075



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**LIVONIA PUBLIC SCHOOLS  
15125 FARMINGTON ROAD  
LIVONIA, MI 48154-5474  
(734) 744-2500**

The Livonia Public Schools Board of Education, Livonia, Michigan, hereby invites the submission of **sealed bids** for the purchase of: **Tennis Court Surface Renovations at Stevenson High School Bid**

**(See Attached Specifications)**

Request for Proposal (RFP) documents can be obtained at the Livonia Public School Website, [www.livoniapublicschools.org](http://www.livoniapublicschools.org) under the section titled DISTRICT, Purchasing Bids, 2024-25 school year, Open Bids OR the SIGMA Website, [www.michigan.gov/SIGMAVSS](http://www.michigan.gov/SIGMAVSS). Please feel free to include additional pages of information if necessary. For bids to be considered they must meet or exceed all specifications herein.

**Sealed bids marked Tennis Court Surface Renovations at Stevenson High School will be received until 2:00 p.m on the 18<sup>th</sup> day of February, 2025, at the Board of Education complex, 15125 Farmington Road, Livonia, Michigan.** Mailed bids should be sent to the attention of: Phillip Francis, Assistant Superintendent of District Services, Livonia Public Schools, 15125 Farmington Road, Livonia, Michigan, 48154. **Livonia Public Schools is not liable for any delivery or postal delays.**

**A walk through will be held on , Wednesday, February 5, 2025, starting at 10:00 a.m., at the existing tennis courts - Stevenson High School, 33500 W. Six Mile Road, Livonia, Michigan.**

The Bid Opening will take place at **2:00 p.m.** on the **18<sup>th</sup> day of February, 2025**, at the Livonia Public Schools Board of Education Complex, at which time all bids will be publicly opened and read. No bids will be accepted after the date and time specified and will not be opened. Oral, telephone, fax or electronic mail bids are invalid and will not receive consideration.

All bids must be accompanied by a sworn and notarized statement of disclosing any familial relationship that exists between the owner and any employee of the bidder and any member of the Livonia Board of Education, the Livonia Public Schools Superintendent or Director of Finance, any member of the Wayne RESA Board of Education or the Superintendent of Wayne RESA. **No bid shall be accepted that does not include this sworn and notarized disclosure statement.**

All bids must be accompanied by a sworn and notarized Affidavit of Compliance – Iran Economic Sanctions Act. **No bid shall be accepted that does not include this sworn and notarized statement.**

All bids must be accompanied by the Equal Opportunity Statement. **No bid shall be accepted that does not include this statement.**

All bids must include a Treasury listed bid bond or certified check made payable to Livonia Public Schools for not less than five percent (5%) of the contract for each bid over \$30,500.00 and must be submitted with the bid forms furnished with specification.

All bids must be submitted on the forms provided in the bid packet and all sheets must be returned for the bid. All proposals shall remain firm for a period of ninety (90) days.

The Board of Education reserves the right to accept or reject any or all bids, either in whole or in part: to award to other than the low bidder: to waive any irregularities and/or informalities: and in general to make awards in any manner deemed to be in the best interests of the district, including awarding by line item, with rationale to support such a decision. Livonia Public Schools local preference resolution will be followed for all proposals.

Prices bid are to be **F.O.B. Destination.**

**Any bid submitted will be binding for ninety (90) days subsequent to the date of the bid submission.** All bids must be submitted on the attached bid form and signed by the bidder. Two (2) signed copies of the bid package are to be addressed to the attention of:

Phillip Francis, Assistant Superintendent  
District Services  
Livonia Public Schools  
15125 Farmington Road  
Livonia, MI 48154-5474

**"Tennis Court Surface Renovations at Stevenson High School Bid"**

One (1) copy of the bid package should be retained for your files. Any questions **regarding bid specifications** should be referred to Harry Lau, Administrator of Facilities and Operations, [hlau@livoniapublicschools.org](mailto:hlau@livoniapublicschools.org), 734.744.2511, and Mike Sims, Foresite Design, [mike@foresitedesign.com](mailto:mike@foresitedesign.com) 248.547.7757 between 8 a.m. and 3:30 p.m. EST.

**LATE BIDS WILL NOT BE ACCEPTED**

**OFFICIAL BID REQUIREMENTS**

**Tennis Court Surface Renovations at Stevenson High School Bid**

NAME OF COMPANY \_\_\_\_\_

REPRESENTATIVE \_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_ DATE \_\_\_\_\_

*The bidder above-mentioned declares and certifies:*

- A. That said bidder is of lawful age and the only one interested in this bid; that no one other than said bidder has any interest herein.
- B. That this bid is made without any previous understanding, agreement or connection with any other person, firm or corporation making a bid for the same purpose and is in all respects fair and without collusion or fraud.
- C. Bid prices **MUST** include ALL delivery charges.
- D. Specifications: Any deviation from the specifications set forth must be clearly identified and detailed on the bid proposal form; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible. In the event that a supplier wishes to bid a voluntary alternate in addition to the base bid (and as a cost savings consideration for the District), such alternate shall be submitted with the bid, on separate sheets and labeled as such with a brief description of the difference and rationale. However, if any substitution or departure is not clearly noted and described, it will be understood that the bid intends to exactly meet the specifications.
- E. That the prices quoted herein are net and exclusive of all federal, state and municipal sales and excise taxes. TAXES- The successful company within this context is considered to be providing a service in which the company is the consumer of all equipment, supplies and materials used in providing this service. The company must pay tax on all equipment, supplies and materials used. When it comes to the affixation of materials to real property or the purchasing of services from a company, the school district's exemption does not flow through to the company who is the consumer of material for tax purposes. Any questions regarding this issue of tax, please contact the Michigan Department of the Treasury at 517.339.1123.
- F. All price proposals and delivery terms shall remain firm for ninety days after the date of bid opening and pricing should be based on current market value with agreement to invoice according to any price **reduction** that may occur prior to final delivery.
- G. District reserves the right to award this bid separately or in total, or for reasons of establishing uniformity, to other than the low bidder.
- H. No member of Livonia Public Schools Board of Education, or any officer, employee or person whose salary is payable in whole or in part from the treasury of said Board of Education is directly or indirectly interested in this bid or in the supplies, materials, equipment, work, services or any portion of the profits thereof to which it relates.
- I. The bid **MUST** be signed by an authorized company agent and submitted on the attached forms (**School District designed form**).
- J. Under penalty of perjury, the vendor bidding certifies that this bid has not been arrived at collusively or otherwise in violation of Federal or State anti-trust laws. The bidder also certifies that their bid is made without any previous understanding, agreement or connection with any other person, firm or corporation making a bid for the same purpose, and is in all respects fair and without collusion or fraud.

**OFFICIAL BID REQUIREMENTS (continued):**

K. All bids must be accompanied by the following three statements:

- 1) Familial Disclosure Statement – **sworn and notarized.**
- 2) Affidavit of Compliance – Iran Economic Sanctions Act – **sworn and notarized.**
- 3) Equal Opportunity Statement.

**No bid shall be accepted that does not include all of these statements.**

L. A bid bond executed by a U.S. Treasury listed surety company acceptable to the owner, or a cashier's check in the amount of 5% of the sum of the proposal payable to Livonia Public Schools shall be submitted with each proposal in excess of \$30,500.00.

M. Any error or omission found within this specification packet shall be communicated to all bidders as soon as possible. Bidders will not be allowed to take advantage of any errors or omissions in the specifications of this bid. Full instructions shall be given regarding any errors and omissions if called to the attention of Livonia Public Schools within two working days of the bid date.

N. Bidder must be a firm established not less than three (3) years in the field for which this bid is solicited.

O. Additional references may be requested after the bids are submitted. When requested, references are to be furnished as called for. Failure to honor this request will cause the bidder to be subject to rejection.

P. The undersigned certifies that the bid contained herein meets or exceeds specifications.

**Signature** \_\_\_\_\_ **Print Name** \_\_\_\_\_

**Title** \_\_\_\_\_ **Date** \_\_\_\_\_

**LIVONIA PUBLIC SCHOOLS  
SWORN AND NOTARIZED FAMILIAL DISCLOSURE STATEMENT  
Tennis Court Surface Renovations at Stevenson High School Bid**

All bidders must complete the following disclosure in compliance with MCL 380.1267 and attach this information to the bid. The bid proposal will be accompanied by a sworn statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the Livonia Public Schools Board of Education, the Livonia Public Schools Superintendent or the Director of Finance, any member of the Wayne RESA Board of Education or the Superintendent of Wayne RESA. The District will not accept a bid proposal that does not include this sworn and notarized disclosure statement.

The members of the Livonia Public Schools Board are: Madeline Acosta, Karen Bradford, Colleen Burton, Crystal Frank, Mark Johnson, and Dave MacFarland. The Livonia Public Schools Superintendent is Andrea Oquist and the Chief Financial Officer and Board Treasurer is Alison Smith.

**The following are the familial relationship(s):**

|    | <b>Owner/Employee Name</b> | <b>Related to:</b> | <b>Relationship:</b> |
|----|----------------------------|--------------------|----------------------|
| 1. | _____                      | _____              | _____                |
| 2. | _____                      | _____              | _____                |
| 3. | _____                      | _____              | _____                |
| 4. | _____                      | _____              | _____                |
| 5. | _____                      | _____              | _____                |

Attach additional pages if necessary to disclose familial relationships

BIDDER'S FIRM NAME \_\_\_\_\_  
BY (SIGNATURE) \_\_\_\_\_  
PRINTED NAME AND TITLE \_\_\_\_\_

STATE OF MICHIGAN )  
                                  )SS  
COUNTY OF            )

Subscribe and sworn before me on this \_\_\_\_\_

Day of \_\_\_\_\_, 20\_\_ , a Notary Public

In and for \_\_\_\_\_ county,

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_



**AFFIDAVIT OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT**  
**Michigan Public Act No. 517 of 2012**

The undersigned, the owner or authorized officer of the below named contractor (the “Contractor”), pursuant to the compliance certification requirement provided in the Livonia Public Schools’ (the “School District”) Request For Proposals For **Tennis Court Surface Renovations at Stevenson High School Bid** (the “RFP”), hereby certifies, represents and warrants that the Contractor (including its officers, directors and employees) is not an “Iran linked business” within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the “Act”), and that in the event Contractor is awarded a contract as a result of the aforementioned RFP, the Contractor will not become an “Iran linked business” at any time during the course of performing the work or any services under the 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 from the date it is determined that the person has submitted the false certification.

**CONTRACTOR:**

\_\_\_\_\_  
Name of Contractor

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
  )ss.

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20 , by \_\_\_\_\_.

\_\_\_\_\_  
, Notary Public

\_\_\_\_\_ County, \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Acting in the County of : \_\_\_\_\_

**EQUAL OPPORTUNITY STATEMENT**

**Tennis Court Surface Renovations at Stevenson High School Bid**

Livonia Public Schools:

It is the publicly stated policy of \_\_\_\_\_ not to discriminate against any employee, applicant for employment, contractor, or material supplier, because of race, religion, national origin, ancestry or sex. With regard to employment, such non-discrimination includes, but not limited to, our (my) policies of recruitment, recruitment advertising, selection for apprenticeships or other training, rates of pay, promotion, transfer, lay-off or termination.

In all advertising for employment, subcontractors, or suppliers we (I) shall state all applicants or respondents will receive consideration without regard to race, religion, color, national origin, ancestry or sex.

We (I) understand that any contract for the Livonia Public Schools shall be in consideration of our maintaining the above mentioned non-discrimination policy.

We (I) understand that we (I) may be required to submit further information covering the race, color and work classification for our employees and those of subcontractors to be employed on this project.

NAME OF BIDDER (COMPANY): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**VENDOR PROFILE:**

Livonia Public Schools requests that vendors participating in the Tennis Court Surface Renovations at Stevenson High School Bid, provide specific information about their company. This information will be taken into consideration when the bids are evaluated.

**CONTACT INFORMATION:**

NAME OF COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

SALES MANAGER: \_\_\_\_\_

Email address: \_\_\_\_\_

NO. YEARS IN BUSINESS: \_\_\_\_\_ TOTAL NUMBER OF EMPLOYEES: \_\_\_\_\_

**CLIENT CONTACTS:**

Please provide a list of the five (5) or more references of school districts and/or companies using the products or services recommended in this bid proposal:

**NAME OF SCHOOL DISTRICT/COMPANY:** \_\_\_\_\_

Contact/position: \_\_\_\_\_

Email Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ PHONE: \_\_\_\_\_

Estimated volume of business per year: \$ \_\_\_\_\_

**NAME OF SCHOOL DISTRICT/COMPANY:** \_\_\_\_\_

Contact/position: \_\_\_\_\_

Email Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ PHONE: \_\_\_\_\_

Estimated volume of business per year: \$ \_\_\_\_\_

**NAME OF SCHOOL DISTRICT/COMPANY:** \_\_\_\_\_

Contact/position: \_\_\_\_\_

Email Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ PHONE: \_\_\_\_\_

Estimated volume of business per year: \$ \_\_\_\_\_

CLIENT CONTACTS (continued):

**NAME OF SCHOOL DISTRICT/COMPANY:** \_\_\_\_\_

Contact/position: \_\_\_\_\_

Email Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ PHONE: \_\_\_\_\_

Estimated volume of business per year: \$ \_\_\_\_\_

**NAME OF SCHOOL DISTRICT/COMPANY:** \_\_\_\_\_

Contact/position: \_\_\_\_\_

Email Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ PHONE: \_\_\_\_\_

Estimated volume of business per year: \$ \_\_\_\_\_

**NAME OF SCHOOL DISTRICT/COMPANY:** \_\_\_\_\_

Contact/position: \_\_\_\_\_

Email Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ PHONE: \_\_\_\_\_

Estimated volume of business per year: \$ \_\_\_\_\_

SECTION 00 1115  
SCOPE OF WORK

## GENERAL NOTES (Applicable to All Bid Categories)

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

SECTION 00 1115  
SCOPE OF WORK

**PROPOSAL A: TENNIS COURT SURFACE**

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

|  |                       |         |                              |
|--|-----------------------|---------|------------------------------|
|  | Specification Section | 32 0118 | Crack Repair – Tennis        |
|  | Specification Section | 32 1834 | Acrylic Tennis Court Surface |

**General Scope of Work:**

1. Requirements of items included under General Work to be completed by all contractors.
2. Provide engineering and layout as required to complete this work.
3. Coordinate work with other trades on site.
4. Strict enforcement of this contractor’s requirement to provide timely clean-up, removal and disposal of all rubbish and debris generated by this trade during the work. Maintain clean conditions at all areas on site and free from dirt, mud, and gravel. Provide all cleanup as it relates to Scope of Work.
5. Protect existing asphalt/concrete from damage by equipment.
6. Remove and legally dispose of all excess materials and debris generated by scope of work.
7. Remove existing nets and posts required for work and re-install upon completion.
8. Contractor responsible to clean debris and powerwash existing asphalt tennis court surface prior to repairs and application of new surfacing materials.
9. Provide labor, materials and equipment necessary for the repair of existing rust stains on existing surface. Work shall include drilling out rust stains and applying an acrylic patch mix at repair areas.
10. Apply new “Wipe-out” stainblocking material over entire court spaces.
11. Install new acrylic tennis court surface: (1) coat acrylic resurfacer and (2) coats of acrylic color coat
12. Install new tennis line markings.
13. Provide lawn restoration if necessary.
14. Provide all required closeout documents upon completion of project.

**END OF SECTION 00 1115**

SECTION 00 2113  
INSTRUCTIONS TO BIDDERS

STANDARD FORM

The Standard Form of Instructions to Bidders, AIA Document A701, 2018 edition, issued by the American Institute of Architects, is part of this specification. Copies are on file and may be obtained at the office of the Architect.

TABLE OF ARTICLES

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

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

ARTICLE 1

DEFINITIONS

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

ARTICLE 2

BIDDER'S REPRESENTATION

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

In submitting his proposal, the Bidder also:

- represents that he has reviewed the work outlined in the Description of Work and fully understands the scope of the work required by interfacing Bid Categories as well as that required by Bid Categories covered in his proposal;

SECTION 00 2113  
INSTRUCTIONS TO BIDDERS

- acknowledges that the scope of the work is not necessarily restricted to a single trade, specification division, or section and that his proposal includes the work of all trades within the Bid Category or Categories covered in his proposal;
  - agrees that his proposal, if accepted by the Owner, will be the basis for a contract directly with the Owner and to enter into such contract in accordance with the intent of the Contract Documents.
- 2.1.5 The Bidder shall familiarize himself, prior to bidding, with the work requirements of all other contractors which precede, interface, follow, or are concurrent with the work of this Category.

ARTICLE 3

BIDDING DOCUMENTS

3.3 SUBSTITUTIONS

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

Other substitutions will be considered only when:

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

- 3.3.2.1 Each such request shall include a complete description of their proposed substitute, the name of the material or equipment for which it is to be substituted, drawings, cuts, performance and test data and any other data or information necessary for a complete evaluation.
- 3.3.2.2 The Owner shall receive the benefit of all cost differences resulting from any substitution.
- 3.3.2.3 Any revisions necessary after substitutions of equipment or materials have been approved shall be the full responsibility of the Contractor without extra cost to the Owner.
- 3.3.4 Refer to Article 3.19 of Supplementary Conditions regarding substitutions after Award of Contract.



SECTION 00 2113  
INSTRUCTIONS TO BIDDERS

ARTICLE 4

BIDDING PROCEDURES

4.1 PREPARATION OF BIDS

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

4.2 BID SECURITY

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

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

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

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

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

4.3 SUBMISSION OF BIDS

4.3.2.1 Proposals shall be addressed as follows:

Phillip Francis, Asst. Superintendent  
District Services  
**Livonia Public Schools**  
15125 Farmington Road  
Livonia, MI 48154-5474  
**"Tennis Court Surface Renovations at Stevenson High School Bid"**

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

4.3.5 The contractor shall include in the bid and contract price all Sales Taxes and Use Taxes currently imposed by Legislative enactment and as administered by the Department of Revenue on the Bid Date. If the Contractor is not required to pay or bear the burden, or

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INSTRUCTIONS TO BIDDERS

obtains a refund or drawback in whole or in part of any Sales or Use Tax, Interest or Penalty thereon, which was required to be and was deemed to have been included in the bid and contract price, the contract price shall be reduced by the amount thereof and the amount of such a reduction whether as a refund or otherwise, shall insure solely to the benefit of the Owner.

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

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

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

4.4 MODIFICATION OR WITHDRAWAL OF BID

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

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

ARTICLE 5

CONSIDERATION OF BIDS

5.2 REJECTION OF BIDS

- 5.2.1 The Bidder acknowledges the right of the Owner to reject any or all bids and to waive any informality or irregularity in any bid received. In addition, the Bidder recognizes the right of the Owner to reject a bid if the Bidder failed to furnish any required BID SECURITY, or to submit the data required by the Bidding Documents, or if the bid is in any way incomplete or irregular.

5.3 ACCEPTANCE OF BID (AWARD)

- 5.3.1 Emphasis is placed upon the fact that the Owner's decision regarding award of contracts will be influenced by such factors as quality, completion time, construction features, his best judgment of value, etc., and not entirely upon cost, and further, shall reserve the right to

SECTION 00 2113  
INSTRUCTIONS TO BIDDERS

accept or reject any or all bids and to waive irregularities in proposals.

- 5.3.3 Contracts will be awarded based upon proposals received for one Bid Category only or for all work combined under a single proposal.
- 5.3.4 Time is the essence of the Contract. It is understood that the work is to be carried through to completion with the utmost speed, consistent with good workmanship. The work of all trades shall be complete on days indicated except for minor replacement, correction or adjustment items which will not interfere with the complete operation and utilization of all parts of the contract work. The time of completion will be an important factor in determining award of the contract. Failure to comply with the construction document will result in rejection of the bid and/or cancellation of award.
- 5.3.5 Amounts entered in Proposal for Breakdowns or Unit Costs are subject to award, unless specifically noted otherwise.

ARTICLE 6

POST-BID INFORMATION

6.3 SUBMITTALS

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

SECTION 00 2113  
INSTRUCTIONS TO BIDDERS

proposed by the Bidder and accepted by the Owner and Architect must be used on the work for which they were proposed and accepted and shall not be changed except with written approval of the Owner or Architect. Failure to provide the information, as stated, will result in rejection of bid and/or cancellation of award (post-award).

ARTICLE 7

PERFORMANCE BOND AND PAYMENT BOND

7.1 BOND REQUIREMENTS

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

7.2 TIME OF DELIVERY AND FORM OF BONDS

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

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

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

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

SECTION 00 2113  
INSTRUCTIONS TO BIDDERS

ARTICLE 10

WARRANTY AND INDEMNITY

10.1 WARRANTY

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

10.2 INDEMNITY

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

SECTION 00 2113  
INSTRUCTIONS TO BIDDERS

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SECTION 00 2300  
SCHEDULE AND PHASING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 MILESTONE SCHEDULE

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

| MILESTONE ACTIVITY               | SCHEDULED START | SCHEDULED COMPLETION |
|----------------------------------|-----------------|----------------------|
| Proposal A: Tennis Court Surface | June 2, 2025    | June 20, 2025        |

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

1.3 CONSTRUCTION SCHEDULE PROCESS

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

**END OF SECTION 00 2300**

SECTION 00 4200  
PROPOSAL FORM

PROPOSAL FOR: **Stevenson High School**  
**2025 Tennis Court Surface Renovations**  
33500 W. Six Mile Road  
Livonia, MI 48152

PROPOSAL TO: **Livonia Public Schools**  
15125 Farmington Road  
Livonia, Mi 48154  
**Attn: Phillip Francis, Asst. Superintendent of District Services**

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

SUBMITTING CONTRACTOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

1. BASE PROPOSAL

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

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

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

A. PROPOSAL \_\_\_\_\_ COMPLETE

PROPOSAL \_\_\_\_\_: BASE BID \$ \_\_\_\_\_

\_\_\_\_\_  
(written sum) Dollars

B. COMBINATION BID FOR CATEGORIES \_\_\_\_\_ & \_\_\_\_\_ COMPLETE

\$ \_\_\_\_\_

\_\_\_\_\_  
(written sum) Dollars



SECTION 00 4200  
PROPOSAL FORM

2. VOLUNTARY ALTERNATES

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

A.

---

---

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

B.

---

---

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

3. TIME OF COMPLETION

The undersigned understands and agrees that time is of the essence and that all services, the installation of all work and materials, provided for in the contract must be fully completed on or before the following dates:

Proposal A: Surfacing

|           |               |
|-----------|---------------|
| Start-    | June 2, 2025  |
| Complete- | June 20, 2025 |

4. PRICE GUARANTEE

The Undersigned agrees that its proposal shall not be withdrawn and the price stated in the Proposal is guaranteed for ninety (90) consecutive days from the bid date.

5. TAXES

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

6. ADDENDA

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

No. \_\_\_ Dated \_\_\_\_\_

No. \_\_\_ Dated \_\_\_\_\_

SECTION 00 4200  
PROPOSAL FORM

7. NEGOTIATION

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

8. UNIT PRICES

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

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

UNIT PRICING BID PROPOSAL A (SURFACING)

|    |                              |          |                      |
|----|------------------------------|----------|----------------------|
| A. | Drill out / Patch Rust Stain | \$ _____ | Each (ea)            |
| B. | Acrylic Resurfacer           | \$ _____ | Per square yard (sy) |
| C. | Wipe-Out Stain Blocker       | \$ _____ | Per square yard (sy) |
| D. | 2-Coat Acrylic Surfacing     | \$ _____ | Per square yard (sy) |

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

9. LIQUIDATED DAMAGES PROVISION

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

A. SITE OBSERVATION FEE

If the Contractor fails to obtain the Certification of Substantial Completion for the Project by the Project Completion Date (as adjusted pursuant to this paragraph), the Contract Sum payable to the Contractor will be reduced in the amount of \$1,000.00 for each day that the issuance of the Certificate of Occupancy exceeds the Project Completion Date, weather permitting and through no fault of the Owner or Foresite Design, Inc.

10. RIGHTS RESERVED BY OWNER

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

11. PROPOSAL GUARANTEE (BID BOND)

Is required: Refer to AIA Document A701-2018 "Instruction to Bidders"  
Amount: 5% of contract sum

SECTION 00 4200  
PROPOSAL FORM

12. CONTRACT SECURITY (Performance and Labor & Material Payment Bond)  
Is required: Refer to AIA Document A701-2018 "Instruction to Bidders"  
Amount: 100% of contract sum

13. CONTRACT EXECUTION

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

Individual

Partnership, having the following partners:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Corporation, Incorporated under the laws of the State of \_\_\_\_\_

The Undersigned affirms that:

- A. This proposal is based upon the materials and construction, equipment, etc., named or described in the specifications.
  - B. The address, given below, is the legal address to which all notices, directions, or other communications may be served or mailed.
  - C. Its proposal is made in good faith, without collusion or connection with any other person or persons bidding for the same work, and that the process quoted herein include all terms, insurance, royalties, transportation charges, allowances, taxes, use of all tools and equipment, overhead, profit, etc., necessary to fully complete the work in accordance with the Contract Documents.
14. The Contractor shall hold harmless from and indemnify the Owner and Architect against all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees, by reason of any person or persons or property being damaged or by the Contractor, or any other employed under said Contractor, in any capacity during the progress of the work whether by negligence or otherwise.

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

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

**\*\*\*INCLUDE ALL FORMS FROM THE ADVERTISEMENT FOR BID WITH YOUR PROPOSAL FORM.\*\*\***

SECTION 00 4200  
PROPOSAL FORM

FIRM NAME : \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

SIGNED: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

DATE: \_\_\_\_\_

Return TWO (2) signed copies.

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

**END OF SECTION 00 4200**

SECTION 00 4336  
LIST OF SUBCONTRACTORS

TO BE COMPLETED BY BIDDER:

Project:

|                                     |
|-------------------------------------|
| Proposal A – Tennis Court Surfacing |
|-------------------------------------|

COMPLETE LIST OF SUBCONTRACTORS BIDDER WILL BE USING:

|                 |       |
|-----------------|-------|
| Company Name    |       |
| Contact Name    |       |
| Address         |       |
| City, State Zip |       |
| Phone #         | Fax # |

|                 |       |
|-----------------|-------|
| Company Name    |       |
| Contact Name    |       |
| Address         |       |
| City, State Zip |       |
| Phone #         | Fax # |

|                 |       |
|-----------------|-------|
| Company Name    |       |
| Contact Name    |       |
| Address         |       |
| City, State Zip |       |
| Phone #         | Fax # |

|                 |       |
|-----------------|-------|
| Company Name    |       |
| Contact Name    |       |
| Address         |       |
| City, State Zip |       |
| Phone #         | Fax # |

|                 |       |
|-----------------|-------|
| Company Name    |       |
| Contact Name    |       |
| Address         |       |
| City, State Zip |       |
| Phone #         | Fax # |

|                 |       |
|-----------------|-------|
| Company Name    |       |
| Contact Name    |       |
| Address         |       |
| City, State Zip |       |
| Phone #         | Fax # |

*(USE ADDITIONAL SHEETS AS REQUIRED)*

SECTION 00 6513  
MATERIAL COMPLIANCE CERTIFICATE

PROPOSAL \_\_\_\_ -- \_\_\_\_\_

This document serves as guarantee by the contractor that all products, devices, materials, etc. used or intended for use in the project are as approved for use in the Specifications issued by Foresite Design, Inc. for Novi Community Schools – Novi Middle School 2021 Tennis Reconstruction. Furthermore, no additional formal shop drawings will be necessary unless specifically requested by Novi Community Schools or Foresite Design, Inc. Items listed below are approved products and no substitutions have been made without written permission by Foresite Design, Inc. (please attach). By signing this document, the contractor is committed to use products required by the contract documents.

LIST SPECIFICATION #, ITEM, MANUFACTURER AND MODEL #

| Spec Section | Item | Manufacturer | Model # |
|--------------|------|--------------|---------|
|              |      |              |         |
|              |      |              |         |
|              |      |              |         |
|              |      |              |         |
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|              |      |              |         |
|              |      |              |         |
|              |      |              |         |
|              |      |              |         |
|              |      |              |         |

Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

SECTION 00 7300  
SUPPLEMENTARY CONDITIONS

STANDARD FORM

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

**TABLE OF ARTICLES**

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

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

ARTICLE 1

GENERAL PROVISIONS

1.1 DEFINITIONS

1.1.2 The Contract

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

1.1.4 The Project

1.1.4.1. The work covered in this project manual consists of construction and other related items, as set forth in the Instruction to Bidders, all pursuant to completion of the Stevenson High School Tennis Renovations 2025.

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

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

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

SECTION 00 7300  
SUPPLEMENTARY CONDITIONS

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

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

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

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

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

ARTICLE 2

OWNER

2.1 GENERAL

- 2.1.1.1 The Owner of this Project is:

Livonia Public Schools  
15125 Farmington Road  
Livonia, MI 48154

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

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

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

2.4 OWNER'S RIGHTS TO CARRY OUT THE WORK

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



SECTION 00 7300  
SUPPLEMENTARY CONDITIONS

ARTICLE 3

CONTRACTOR

3.7 PERMITS, FEES AND NOTICES

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

3.9 SUPERINTENDENT

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

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

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

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

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

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

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

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

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

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

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

3.12.11 Grading of shop drawings shall be as follows:

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

3.13 USE OF SITE

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

SECTION 00 7300  
SUPPLEMENTARY CONDITIONS

3.14 CUTTING & PATCHING

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

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

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

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

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

3.15 CLEANING UP

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

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

3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

3.19 SUBSTITUTIONS

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

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

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

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

Substitutions will not be considered if:

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

ARTICLE 4

ADMINISTRATION OF THE CONTRACT

4.1 THE ARCHITECT

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

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

4.5 MEDIATION

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

ARTICLE 6

CONSTRUCTION BY OWNER OR  
BY SEPARATE CONTRACTORS

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

- 6.1.1 Delete:

*"...and waiver of subrogation."*

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

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

ARTICLE 7

CHANGES IN THE WORK

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.10 Add:

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

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

ARTICLE 8

TIME

8.2 PROGRESS AND COMPLETION

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

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

8.3 DELAYS AND EXTENSIONS OF TIME

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

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

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ARTICLE 9

PAYMENTS & COMPLETION

9.2 SCHEDULE OF VALUES

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

9.3 APPLICATIONS FOR PAYMENT

9.3.1 Substitute the following:

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

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

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

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

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

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

9.6 PROGRESS PAYMENTS

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

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9.8 SUBSTANTIAL COMPLETION

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

9.10 FINAL COMPLETION AND FINAL PAYMENT

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

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

10.2 SAFETY OF PERSONS AND PROPERTY

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

ARTICLE 11

INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

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

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

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

Add the following:

11.1.2.1 Add the following minimum limits:

**1. Worker's Compensation & Employers' Liability**

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

**2. Comprehensive General Liability**

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

**3. Automobile Liability**

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



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

### 11.3 PROPERTY INSURANCE

- 11.3.5 Delete the last sentence in its entirety:

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

- 11.3.7 Delete this section in its entirety:

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

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11.3.9 Add the following sentence:

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

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

11.5 OWNER'S PROTECTIVE INSURANCE

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

ARTICLE 13

MISCELLANEOUS PROVISIONS

13.3 WRITTEN NOTICE

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

13.5 TESTS AND INSPECTIONS

13.5.1 The Owner shall pay for all testing.

13.8 NO SMOKING

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

13.9 SECURITY

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

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

13.10 ENVIRONMENTAL SAFETY/RESPONSIBILITY

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

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

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and local applicable laws and regulations.

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

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

13.11 RIGHT TO KNOW

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

13.12 ASBESTOS FREE CERTIFICATION

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

13.13 AFFIRMATIVE ACTION

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

END OF SECTION 00 7300

SECTION 00 7300  
SUPPLEMENTARY CONDITIONS

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SECTION 00 7400  
AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

**END OF SECTION 00 7400**

# DRAFT AIA® Document A105® - 2017

## Standard Short Form of Agreement Between Owner and Contractor

**AGREEMENT** made as of the « » day of « » in the year «Two Thousand Twenty Five»

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

**BETWEEN** the Owner:

*(Name, legal status, address and other information)*

«Livonia Public Schools»  
«15125 Farmington Road  
Livonia, MI 48154 »

and the Contractor:

*(Name, legal status, address and other information)*

« »« »  
« »  
« »  
« »

for the following Project:

*(Name, location and detailed description)*

«Livonia Public Schools - Sinking Fund Program»

«Athletic Fields Services including the New Turf Practice Field Tennis Court  
Renovations at Stevenson High School located at 33500 W. Six Mile Road, Livonia,  
Michigan 48152.»« »

The Architect:

*(Name, legal status, address and other information)*

«Foresite Design, Inc. »« »  
3269 Coolidge Highway  
Berkley, MI 48072»

The Owner and Contractor agree as follows.

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

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

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**ARTICLE 1 THE CONTRACT DOCUMENTS**

~~The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of:~~ 1.1 The Contractor shall faithfully and competently complete the Work described in this Agreement, including all Exhibits or documents incorporated herein by reference (hereinafter collectively referred to as the "Agreement" or "Contract"), the Conditions of the Contract (General, Supplementary and other Conditions), the Request for Proposal dated \_\_\_\_\_, 20\_\_\_\_ including any Addenda, as well as the Advertisement or Invitation to Bid, Instructions to Bidders, Drawings and Specifications and the Contract Documents for the Project, or as reasonably inferable as necessary or incidental, to produce the results intended by the Contract Documents (collectively "the RFP"), as well as in the Contractor's Proposal in response to the RFP dated \_\_\_\_\_, 20\_\_\_\_ including the Post-Bid interview documents dated \_\_\_\_\_, 20\_\_\_\_ (collectively the "Proposal"), which Proposal is incorporated herein by reference (except to the extent any exceptions contained in the Contractor's Proposal are not expressly accepted by the Owner in writing or incorporated into this Agreement). In the event of any inconsistency or ambiguity between this Agreement and the Contractor's Proposal, the terms that are more favorable to the Owner shall govern. The Contract Documents consist of:

- ~~.1~~ .1 this Agreement signed by the Owner and Contractor;
- ~~.2~~ .2 ~~the drawings and specifications prepared by the Architect, dated \_\_\_\_\_, and enumerated as follows:~~ all the Drawings and Specifications prepared by the Architect for construction for the Project, attached hereto by this reference, and including (but not necessarily limited to) the following:

Drawings:

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



Specifications:

| Section    | Title      | Pages      |
|------------|------------|------------|
| [Redacted] | [Redacted] | [Redacted] |

.3 ~~addenda~~ addenda, if any, prepared by the Architect as follows:

| Number     | Date       | Pages      |
|------------|------------|------------|
| [Redacted] | [Redacted] | [Redacted] |

.4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and

~~.5 other documents, if any, identified as follows:~~ .5 other Contract Documents, if any, identified as follows:

- Exhibit A – Schedule of Values
- Exhibit B – Unit Prices
- Exhibit C – Allowances included in the Contract Sum
- Exhibit D - List of Subcontractors and Suppliers
- Exhibit E – Project Preliminary Major Milestone Schedule
- Exhibit F – Contractor’s Certificate of Insurance and Bonds»

§1.2 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. Other conflicts between or among the Contract Documents shall be resolved under the following rules of construction:

- .1 the specific shall govern over the general;
- .2 specified dimensions shown on the Drawings shall govern, even though they may differ from dimensions scaled on the Drawings, if any;



- .3 Drawings of larger scale shall govern over those of smaller scale; any special Drawing details shall govern over standard detail;
- .4 Specifications shall govern over Drawings in matters of material or equipment specified; Drawings shall govern over Specifications in matters of construction or installation detail;
- .5 documents of later date shall always govern; except that the Agreement shall govern over all other documents, regardless of their dates; and
- .6 in the event of any inconsistency or ambiguity between this Agreement and the Contract Documents, the terms that requires a higher standard of performance by the Contractor shall prevail.

§1.3 Work not particularly detailed, marked or specified shall be the same as similar parts that are detailed, marked or specified. On certain Contract Documents, only a portion of the detail may be fully shown and the remainder indicated in outline, in which case the general detail shall be understood as also applying to other like portions of the Work.

§1.4 The organization of the Specifications into divisions, sections, and/or articles, and the arrangement of the Drawings, shall not dictate to the Contractor in any way how the Work is to be divided among Subcontractors, or establish the extent of Work to be performed by any 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 services whenever necessary.

§1.5 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, 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.

§1.6 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 Project Schedule and shall not result in the increase of the Contract Sum.

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

## **ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

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

### **§ 2.2 Date of Commencement:**

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

«Date of Commencement of the Work is \_\_\_\_\_.»

Notwithstanding the foregoing, Contractor may not commence the Work on the Project until after insurance certificates and bonds, if applicable, are delivered to the Owner.

### **§ 2.3 Substantial Completion:**

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:

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

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

[  ] By the following date:  100% Completion for the Project described in this Agreement is to be no later than  . »

**§ 2.4 Liquidated Damages:**  
**§ 2.4.1 - § 2.4.4 NOT USED**

**ARTICLE 3 CONTRACT SUM**

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

—(\$ )—«The total Lump Sum amount is \_\_\_\_\_ and No/100 Dollars (\$ \_\_\_\_\_ .00). The total Lump Sum amount includes all Work and costs associated with such Work per this Agreement and as detailed in the RFP.

§ 3.2 For purposes of payment, the Contract Sum includes the Schedule of Values provided in **Exhibit A**, which is attached hereto and made a part of this Agreement, related to portions of the Work.

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

§ 3.3.1 The following alternates are included in the Contract Sum:

| <u>Item</u> | <u>Price</u> |
|-------------|--------------|
|-------------|--------------|

§ 3.3.2 The Contract Sum does not include the following alternates, which are described in the Contract Documents and may be accepted by the Owner in writing; provided, however, that the Contractor shall furnish the Owner with not less than fourteen (14) days' prior written notice of the date upon which any of the alternates set forth below in this Section 3.3.2 must be accepted by the Owner in order for the Contractor to perform the Work covered by such alternates for the price set forth below in this Section 3.3.2 and without any adjustment to a milestone date or in the Contract Time.

| <u>Item</u> | <u>Price</u> |
|-------------|--------------|
|-------------|--------------|

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

| <u>Portion of the Work</u> | <u>Value</u> |
|----------------------------|--------------|
|----------------------------|--------------|

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner: *(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

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

| <u>Item Description</u> | <u>Price</u> |
|-------------------------|--------------|
|-------------------------|--------------|

§ 3.4.1 Use of any Allowance shall be at the sole direction and written approval of the Owner. Costs allocated against an Allowance shall exclude overhead and profit; any overage on an Allowance, shall be calculated by adding the Contractor's Actual Cost for labor and material plus the Contractor's overhead and profit as defined in Section 10.1.

§ 3.5 Unit prices, if any, are as follows:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.) set forth in the "Schedule of Unit Prices" attached hereto and made part of this Agreement as Exhibit B. Such Unit prices are considered complete and include: (i) all materials, equipment, labor, delivery, installation, overhead, and profit; and (ii) any and all other costs or expenses in connection with, or incidental to, the performance of that portion of the Work to which such unit prices apply.

| <u>Item</u> | <u>Units and Limitations</u> | <u>Price per Unit (\$0.00)</u> |
|-------------|------------------------------|--------------------------------|
|-------------|------------------------------|--------------------------------|

#### **ARTICLE 4 PAYMENTS**

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

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

§ 4.1.1 The period covered by each Application for Payment shall be one (1) calendar month ending on the last day of the month.

§ 4.1.2 Provided that a complete Application for Payment is received by the Architect not later than the «last» day of a month, the Owner shall make payment of undisputed portions of the certified amount to the Contractor not later than the «last» day of the «following» month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than «forty-five» (45) days after the Architect certifies the Application for Payment.

##### § 4.1.2.1 NOT USED

§ 4.1.3 Retainage. Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of «ten» percent («10»%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included;
- .2 Add 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), less retainage of «ten» percent («10»%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment.

§ 4.1.4 The progress payment amount determined in accordance with Section 4.1.3 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable.

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

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

—%— Zero percent (0%).

## ARTICLE 5 INSURANCE AND BONDS

§ 5.1 The Contractor shall maintain the following types and limits of insurance at no extra cost to the Owner, until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than (\$ ) each occurrence, (\$ ) general aggregate, and (\$ ) aggregate for products completed operations hazard; the minimum coverages indicated in Section 5.1.7 below.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than (\$ ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles the minimum coverages indicated in Section 5.1.7 below along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, 5.1.7 below, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than (\$ ) each accident, (\$ ) each employee, and (\$ ) policy limit; the minimum coverages indicated in Section 5.1.7 below.

§ 5.1.6 ~~The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis. Owner shall purchase and maintain a property insurance written on a builder's risk "all-risk" or equivalent form in the amount and with deductibles determined by the Owner. Except as otherwise provided in the Contract Documents, if the property insurance requires deductibles, the Contractor shall be responsible to pay costs, resulting from the acts or omissions of the Contractor and its subcontractors, not covered because of such deductibles.~~

§ 5.1.7 **Other Insurance Provided by the Contractor** (See Contractor's Insurance Certificate(s) attached hereto as Exhibit F and made a part of this Agreement)

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

| Coverage   | Limits              |
|--|---------------------|
| <u>Workers' Compensation</u>                               | <u>Statutory</u>    |
| <u>Employer's Liability:</u>                               |                     |
| <u>Bodily Injury by Accident:</u>                          | <u>\$1,000,000.</u> |
| <u>Bodily Injury by Disease, Policy Limit</u>              | <u>\$1,000,000.</u> |
| <u>Bodily Injury by Disease, Each Employee</u>             | <u>\$1,000,000.</u> |
| <u>General Liability:</u>                                  |                     |
| <u>Each Occurrence (Bodily Injury and Property Damage)</u> | <u>\$1,000,000.</u> |
| <u>Personal &amp; Advertising Injury</u>                   | <u>\$1,000,000.</u> |
| <u>Medical Payments Coverage</u>                           | <u>\$5,000.</u>     |
| <u>Fire Damage Liability</u>                               | <u>\$100,000.</u>   |
| <u>General Aggregate</u>                                   | <u>\$2,000,000.</u> |
| <u>Products &amp; Completed Operations Aggregate</u>       | <u>\$2,000,000.</u> |
| <u>Excess Umbrella Liability:</u>                          |                     |
| <u>Each Occurrence</u>                                     | <u>\$3,000,000.</u> |
| <u>General Aggregate</u>                                   | <u>\$3,000,000.</u> |
| <u>Automobile Liability:</u>                               |                     |

|   |              |
|---|--------------|
| a. Bodily Injury - Each Person  | \$1,000,000. |
| Each Accident   | \$1,000,000. |
| b. Property Damage – Each Accident  | \$1,000,000. |
| or  |              |
| c. Combined Single Limit – Each Accident<br>(Bodily Injury and Property Damage) | \$2,000,000. |
| <u>Professional Liability Insurance</u>   |              |
| Each Wrongful Act   | \$2,000,000. |
| Policy Aggregate  | \$2,000,000. |
| <u>Pollution Liability</u>  |              |
| Each Pollution Event  | \$1,000,000. |
| Policy Aggregate  | \$2,000,000. |

§ 5.1.8 Contractor shall name Owner, Architect, Plante Moran Realpoint, LLC and their respective directors, officers, and employees as additional insureds on General Liability, Umbrella / Excess Liability, and Automobile Liability policies.

§ 5.1.8.1 Contractor shall require all Subcontractors and/or their agents to name Owner, Architect, Plante Moran Realpoint, LLC and their respective directors, officers, and employees as additional insureds on General Liability, Umbrella / Excess Liability, and Automobile Liability policies.

§ 5.1.9 Insurance coverage and surety bond required under this Agreement shall be written with insurance and surety carriers authorized to do business in the State of Michigan. Insurance coverage and surety bonds shall be in a form and provided by an insurer acceptable to the Owner with an A.M. Best rating of A, XII or better.

§ 5.1.10 The Contractor shall furnish payment and performance bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the Contractor’s usual source, and the cost thereof shall be included in the Cost of the Work. The amount of each bond shall be equal to one hundred percent (100%) of the Contract Sum. The Contractor shall deliver the required bonds to the Owner at least three (3) days before the commencement of any Work at the Project site. The Contractor shall only subcontract with Subcontractors that are trustworthy, financially able, and have a track record in successfully completing trade works of similar size and complexity.

§ 5.1.11 Except for any applicable Professional Liability Insurance coverages, Insurance coverages, shall be written on an occurrence basis, and 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. If Professional Liability Insurance coverage is required under this Agreement, Contractor shall maintain its Professional Liability Coverage without interruption for a period of not less than the Statute of Limitation and Statute of Repose periods in the state where the Project is located after the Project’s relevant Date of Substantial Completion or the last day service is rendered by the Contractor on the Project, whichever shall be the later. The Contractor shall notify the Owner any disruption in coverage occurs and shall provide "tail coverage" at no cost to the Owner.

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner’s usual liability insurance and shall provide property insurance to cover the value of the Owner’s property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner’s property insurance, however, the Contractor shall be responsible to pay costs resulting from the acts or omissions of the Contractor and its subcontractors not covered because of any deductibles.

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

§ 5.4 Prior to commencement of the Work, ~~each party~~ the Contractor shall provide certificates of insurance showing ~~their respective coverages~~ its coverages. The Owner may require additional proof of coverage in the form of a true

and accurate copy of the polices of insurance, themselves. The maintenance of the insurance in strict compliance with the requirement of this Agreement shall be condition precedent to Owner's obligation to make any payment under this Agreement.

~~§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.~~**NOT USED**

§ 5.6 The Contractor, its Subcontractors and each member of the construction team shall be solely responsible for insuring against any loss or damage to all owned, borrowed or rented property, including but not limited to tools, materials, supplies, equipment, forms, scaffolding, towers, staging, bunkhouses and other temporary structures including their contents, which do not form a permanent part of the Project. The Owner shall in no event be liable for any loss or damage to any of the aforementioned items, or the Work connected with the Contractor, or employees, agents or servants of same, which is not to be included in and remain a permanent part of the Project.

## **ARTICLE 6 GENERAL PROVISIONS**

### **§ 6.1 The Contract**

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

### **§ 6.2 The Work**

~~The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.~~consists of all goods and services, such as labor, transportation, materials, tools, and equipment (i) to be incorporated into the Project (or the Contractor's portion of the Project if the Contractor is not responsible for the entire Project), (ii) required of the Contractor under the Contract Documents, or (iii) necessary or appropriate to fully construct, fixture, 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" also shall include labor, materials, equipment and services provided or to be provided by Subcontractors, Sub-Subcontractors, material suppliers or any other entity for whom the Contractor is responsible under or pursuant to the Contract Documents.

### **§ 6.3 Intent**

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

### ~~§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents~~Consent, Approve, Satisfactory, Proper, and As Directed

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

### ~~§ 6.5 Electronic Notice~~Provide

~~Written notice under this Agreement may be given by one party to the other by email as set forth below. (Insert requirements for delivering written notice by email such as name, title, and email address of the~~

~~recipient, and whether and how the system will be required to generate a read receipt for the transmission.)~~ 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.

#### **§ 6.6 Knowledge**

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, recognizes or should reasonably recognize, and discovers or should reasonably discover in exercising the care, skill, and diligence required of the Contractor by the Agreement. The expression "reasonably inferable" and similar terms mean reasonably inferable by a Contractor familiar with the Work and exercising the care, skill and diligence required of the Contractor by the Agreement.

#### **§ 6.7 Including**

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

#### **§ 6.8 Abbreviations**

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.

#### **§ 6.9 Ownership and Use of Architect's Drawings, Specifications and Other Documents**

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. All plans, Drawings, Specifications, computations, sketches, data, surveys, models, photographs, renderings, and other like materials relating to the services ("Documents") shall become the property of the Owner at the conclusion of the Project, or termination of the services of the Contractor, whichever is earlier, and shall be delivered to the Owner clearly marked and identified in good order. The Owner may use the Documents in connection with the Project, including maintenance, repair, or expansion of the Project or as a reference for other projects, but the Contractor and the Contractor's Architect shall incur no liability for the Owner's use of the Documents other than in connection with the Project, and the Owner hereby releases the Contractor from any loss or damage, including attorneys' fees, incurred solely as a result of Owner's use of the Documents other than in connection with the Project, or as a reference for other projects, if and only if the Contractor and/or its Architect is not involved in such use.

#### **§ 6.10 Access and Cooperation**

**§6.10.1** The Owner shall cooperate with the Contractor and shall provide the Contractor reasonable access to the Owner's site for the performance of the Contractor's Work and duties under this Agreement. Owner shall not intentionally interfere with the Work of the Contractor or any of its Subcontractors.

**§6.10.2** Contractor shall provide the Owner in writing critical dates when Owner supplied materials and equipment are to be on the job site when Contractor is to install such materials and equipment. The Owner shall provide such materials on the job site by such dates. The Owner is responsible for the condition, performance, and warranty of Owner supplied materials. The Contractor shall be responsible for properly installing such materials and equipment in accordance with the manufacturer's specifications. The Contractor shall be responsible for the condition, performance and warranty of the materials and equipment if the Contractor damages or improperly installs such materials and equipment.

**§6.10.3** If the Contractor will require use of the Owners' utilities during construction. The Owner shall bear the cost of utilities. The Contractor shall exercise reasonable care to protect and use of such utility services; and shall bear full responsibilities to damages caused due to Contractor's acts or omissions.

§6.10.4 The Contractor will place construction Project and safety signs at the Project to provide identification for resident and occupant safety, deliveries and subcontractors. The signs will meet OSHA and MIOSHA requirements and be removed upon completion and Owner taking occupancy of the Project.

§6.11 Deliveries. Contractor shall protect and secure materials and equipment delivered to and stored at the Project site and Work that are completed from theft, vandalism, fire etc. Contractor shall carry insurance for loss due to Contractor's failure to protect and secure materials and equipment on the job site or due to Contractor's acts or omissions.

§6.12 Subcontractors. At times Contractor may employ trade specialists, laborers, vendors, and other forces (Subcontractors) to perform various aspects of the Work. The Contractor shall, at all times, be fully responsible for the Work, conduct and acts or omissions of its Subcontractors.

§6.12.1 By written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. 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. Subcontracts shall include the following sentence: "Owner is an intended third-party beneficiary of this Subcontract." Sub-Subcontracts and Supply Contracts shall be subject to identical conditions, except: (i) suppliers that are not performing any Work on the Project Site are not subject to the insurance requirements described in Article 11; and (ii) Subcontractors and Sub-Subcontractors may satisfy the insurance requirements described in Article 5 by being named 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 Subcontractors' insurance policies.

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

## **ARTICLE 7 OWNER**

### **§ 7.1 Information and Services Required of the Owner**

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

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

~~§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.~~ **NOT USED**

### **§ 7.2 Owner's Right to Stop the Work**

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, ~~the Owner may direct the Contractor in writing to stop the Work until the correction is made, or fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is corrected, or correct the deficiencies with the Owner's own forces; 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 restriction or derogation of any other rights of the Owner under this Agreement. The Owner's right to stop the Work shall not relieve the Contractor of any of the Contractor's responsibilities or obligations under or pursuant to the Contract Documents.~~



### § 7.3 Owner's Right to Carry Out the Work

If the Contractor ~~defaults-fails, defaults,~~ or neglects to carry out the Work in accordance with the Contract Documents and fails within a ~~seven-three (3)~~ day period after receipt of written notice from the Owner to commence and continue correction of such ~~default-failure, default,~~ or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, including any claim against the Contractor's Performance Bond, correct such deficiencies. In such case, the ~~Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.~~ Contract Sum shall be adjusted to deduct the cost of correction from payments due the Contractor.

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

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

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

### § 7.5 Owner's Approval

Notwithstanding anything to the contrary contained in this Agreement, Owner's review and/or approval of any documents or other matters required herein shall be for the purpose of providing the Contractor or Architect with information as to Owner's objectives and goals with respect to the Project and not for the purpose of determining the accuracy and completeness of the Work. In no way should any review and/or approval Owner alter the Contractor's responsibilities under this Agreement.

## ARTICLE 8 CONTRACTOR

### § 8.1 Review of Contract Documents and Field Conditions by Contractor

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

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

### § 8.2 Contractor's Construction Schedule

The Contractor, ~~promptly after being awarded the Contract, promptly, but not more than thirty (30) days, after being awarded the Contract~~ shall prepare and submit for the Owner's and Architect's information ~~a Contractor's construction schedule for the Work and acceptance Contractor's construction schedule or Project Schedule for the Work. The Project Schedule is the Critical Path Method ("CPM") schedule for construction of the Work submitted as part of the Contractor's Contract Sum Proposal, prepared by the Contractor and accepted by the Owner. The Project Schedule can be modified only by Change Order. Following any such modification, the term "Project Schedule" shall mean the most recent Owner-approved version. The Preliminary Project Milestone Schedule is attached hereto as Exhibit E and made a part of this Agreement.~~

### § 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall employ and assign to the Project a competent and experienced superintendent to be on-site at all times to 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. The Contractor shall inspect the Work of the trade contractors 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, including the Contract Documents, the Owner shall determine the extent of the Work that does not meet the requirements and the Contractor shall direct the trade contractors(s) to take appropriate corrective action, and advise the Owner of the corrective action.

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

#### § 8.4 Labor and Materials

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

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

#### § 8.5 Warranty

~~The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.~~ § 8.5.1 The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.5.2 The Contractor shall provide a two (2) year limited warranty for all materials, equipment and work performed by the Contractor and/or its Subcontractors. Within the terms of the limited warranty, the Contractor shall remedy any defects due to faulty materials, workmanship, or negligence of the Contractor which are made known to the Contractor in writing, within two (2) years of the completion of the job. All materials are guaranteed for a minimum of two (2) years, or longer as specified, and all materials are warranted by the manufacturer and will be replaced according to the terms of their warranty by the Contractor without charge.

§ 8.5.3 Money being withheld for a warranty or disputed item shall not exceed twice the value of the warranty item (material and labor).

§ 8.5.4 Upon completion of any remedial work, the two (2) year warranty period in this Article 8 shall begin anew with respect to the materials, equipment and/or work requiring remedy.

#### § 8.6 Taxes

~~The Contractor shall pay sales, consumer, use, pay, and include in the Contract Sum, all sales, consumer, use, franchise, commercial activities, and similar taxes that are legally required when the Contract is executed. 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.~~

#### § 8.7 ~~Permits, Fees and Notices~~ Permits, Fees, Licenses, and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work or as required by the Contract Documents. The Contractor, and all its Subcontractors of any tier, shall maintain at all time the required licenses and registrations required to perform the Work.

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

writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

### § 8.8 Submittals

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

### § 8.9 Use of Site

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

### § 8.10 Cutting and Patching

~~The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.~~ § 8.10.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.10.2 Only tradespersons skilled and experienced in cutting, fitting, and patching shall perform such Work. An appropriate member of the construction team shall do all cutting, fitting, or patching on the Work that may be required to make its several parts come together properly and fit the Work to receive or be received by work of other contractors shown by, or reasonably implied by, the Contract Documents for the completed Project. An appropriate member of the construction team shall repair or otherwise make good all such cutting, fitting, or patching after the required Work has been completed as the Architect may direct.

§ 8.10.3 The Contractor shall not cut or otherwise alter any portion of any structure of which the Work is a part or to which the Work is attached without in each instance having first submitted to the Owner Shop Drawings accurately locating each such cut or alteration. The Architect's approval of such Shop Drawings must be obtained prior to making any such cut or alteration.

### § 8.11 Cleaning Up

~~The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.~~ § 8.11.1 General Clean Up. The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

#### § 8.11.2 Final Clean Up.

§ 8.11.2.1 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.

§ 8.11.2.2 Immediately before turning any portion of the Project over to the Owner, the Contractor shall have all glass cleaned by professional window washers. Care shall be taken not to scratch any glass. Acid or other cleaning material which will injure or mar the surface or adjacent Work will not be allowed. Any damage resulting from glass cleaning shall be corrected by the Contractor, including the furnishing of new glass of same character and quality or the replacement of other Work damaged or disturbed.

## § 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall ~~indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and 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 assigns, from and against any and all claims, suits, debts, demands, actions, judgments, liens, costs, expenses, damages, losses, injuries and liabilities, expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.~~ actual attorneys' fees and actual expert witness fees, arising out of or in connection with Contractor's resulting from performance of the Work pursuant to this Agreement and/or from Contractor's violation of any of the terms of this Agreement, including, but not limited to: (i) the negligent acts or willful misconduct of the Contractor, its officers, directors, employees, successors, assigns, subcontractors, consultants and agents; (ii) any breach of the terms of this Agreement by the Contractor, its officers, directors, employees, successors, assigns, subcontractors, consultants and agents; (iii) any violation or breach of any applicable Federal, State or local law, rule, regulation, ordinance, policy and/or licensing and permitting requirements applicable to providing the services; or (iv) any breach of any representation or warranty by the Contractor, its officers, directors, employees, successors, assigns, subcontractors, consultants and agents under this Agreement. The Contractor shall notify the Owner 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 this Agreement. This Section shall survive the expiration or earlier termination of this Agreement and shall not be limited by the Contractor's Insurance obligations contained in this Agreement.

In addition, to the fullest extent permitted by law, 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 assigns, from any claim, damage, loss, injury or expense, including but not limited to actual attorney fees, incurred by the Owner related to any Hazardous Material or potentially Hazardous Material, 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.

## ARTICLE 9 ARCHITECT

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

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

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

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

§ 9.5 The Architect ~~has authority to reject~~ shall make timely recommendations to the Owner regarding the rejection of Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect may require inspection or testing of the Work in accordance with the provisions of the Contract Document, whether or not such Work is fabricated, installed, or completed.

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

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

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

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

## ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted by Change Order accordingly, in writing. If the Owner ~~and Contractor cannot agree to a change in changes~~ the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and ~~profit~~ profit as mutually agreed to by both parties in writing. Changes in the Work shall not be performed by Contractor without the Owner's authorization to proceed.

§ 10.2 ~~The Architect may authorize or~~ Subject to the Owner's written approval, the Architect will have 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 authorization or order not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such orders shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes carry out such orders promptly.

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

§ 10.3.1 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to reasonable adjustment as mutually agreed to by both parties in writing.

§ 10.3.2 As a professional familiar and accustomed to Project complexity of the type of Work, the Contractor has inspected the Owner's premises and the Contract Documents prior to submitting its proposal and agreeing to the terms of this Agreement (including, but not limited to, terms regarding time and compensation). Upon discovery of conditions the Contractor believes materially differ from those in the Contract Documents, Contractor shall immediately notify the Architect and the Owner, in accordance with Article 10, if additional cost or time is required to remedy such conditions. Owner shall have the right to inspect the discovered hidden conditions, to determine if the Contractor should have reasonably anticipated such conditions before agreeing to a change order for additional work. Contractor will not be entitled to compensation for differing conditions that are removed which the Contractor failed to notify the Owner and offered the Owner opportunities to inspect/verify the condition.

§ 10.4 The Contractor shall not be entitled to any extension of time change to the Contract Sum unless it is included in an authorized change order signed by the Owner and Architect. The Contractor shall submit a written change order request within lesser of twenty-one (21) days after the Contractor discovers or the time the Contractor should have discovered, with the exercise of appropriate diligence, the cause giving rise to the potential change. The Contractor's failure to strictly comply with this Section 10.4 shall constitute a waiver of and shall forever bar any recover for additional time or compensation for the circumstances giving rise to the potential change.

§ 10.5 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 Contract Time.

## ARTICLE 11 TIME

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

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

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

§ 11.4 The Contractor shall provide notice in writing to the Owner of a potential claim for a delay related adjustment to the Contract Sum or Contract Time within five (5) days of start of any delay and shall request in writing all changes to the Contract Time and Contract Sum within twenty-one (21) days after cessation of the delay. Changes to the Contract Sum shall be limited to Owner caused delays that impact the Project's Critical Path and limited to the costs set forth in Sections 11.5 and 11.6 resulting from the delay. The Contractor's failure to strictly comply with this Section 11.4 shall constitute a waiver of and shall forever bar any recover for additional time or compensation for the delay.

§ 11.5 No Damage for Delay. Except only as provided in Section 11.4, in no event shall the Contractor be entitled to any compensation or recovery of any damages in connection with any delay. In no event shall the Contractor be entitled to recover special, incidental, or consequential damages including without limitation, loss of anticipated profits, revenue, or use of capital.

§ 11.6 In the event of Owner Delay, the Contractor may be entitled to an equitable adjustment in the Contract Sum. This adjustment shall be based solely upon and limited to additional direct out-of-pocket expenses to the extent they are incurred directly as a result of the Owner Delay and shall be mutually agreed to by the Parties. 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 caused by Owner Delay.

§ 11.7 All float time in the Construction Schedule shall be shared by the Owner and Contractor or otherwise used for the benefit of the Project.

## ARTICLE 12 PAYMENTS AND COMPLETION

### § 12.1 Contract Sum

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

### § 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, ~~subcontractors~~Subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing. Payment to Contractor for materials stored off site is discouraged. Contractor shall prepare the Application for Payment using AIA Standard Form G-702 and G-703 accompanied by required conditional and unconditional lien releases from the Contractor, Subcontractors, suppliers, and delivered to the Architect for review and approval.

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

§ 12.2.3 Contractor's first Application of Payment is considered incomplete unless in addition to the requirements described in Sections 12.2.1 through 12.2.2, all of the following completed items are also included with the Application of Payment: (1) Performance and Payment Bonds, if required; (2) Certificate of Insurance, as required; (3) Affidavits that the surety and insurance company or companies meets the requirements in Article 5; (4) Construction schedule for the Project; (5) Completed Schedule of Value for the Project.

§ 12.2.4 In addition to the requirements described in Section 12.2.1 through 12.2.2, all Applications for Payment shall also include:

- .1 a Schedule of Values that updated all approved Change Order amounts added and deducted, if applicable, since the last Application for Payment;
- .2 an updated Project construction schedule that shows actual progress of the Work through the period covered by the current Application for Payment, and clearly identifying any portion of the Work that is behind schedule (if any portion of Work that is behind schedule, the Contractor shall also include with the Application for Payment a schedule recovery plan to bring the Work back on schedule in the next thirty (30) days);
- .3 a duly executed and acknowledged sworn statement in statutory form and acceptable to the Owner with all information provided, together with properly notarized sworn statements, current through the previous draw, from the Contractor and all of the Subcontractor; and
- .4 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, 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., thirty (30) day lag), provided Final Payment shall not be forthcoming until final construction lien waivers, if applicable, or releases from all members of the Construction Team have been delivered.

§ 12.2.5 The Owner shall have the right to withhold sufficient amount from the Application for Payment for unacceptable, defective, deficient, or non-conforming Work ("Disputed Work") after notifying the Contractor. The Contractor shall promptly remedy the Disputed Work. Owner shall promptly render payment for such Disputed Work after the Contractor has cured and the Owner has accepted the remedied Disputed Work.

### **§ 12.3 Certificates for Payment**

The Architect will, within seven (7) days after receipt of the Contractor's Application for Payment, either ~~(1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor;~~ ~~(2) issue to the Owner a Certificate for Payment for with a copy to the Contractor for~~ such amount as the Architect determines is properly due, ~~and or~~ notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; ~~or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay whole or in part.~~

### **§ 12.4 Progress Payments**

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

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

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

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

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

§ 12.4.6 Whenever the Owner reasonably determines, after notice to the Contractor, that there is a basis for concern that payments properly owing to any Subcontractor of any tier, supplier or laborer are not being made on a timely basis, the Owner may elect, but shall not be obligated, to make payments to the joint order of the Contractor and such Subcontractor, supplier or laborer with any such payments satisfying any payment obligation otherwise owing by the Owner to the Contractor. The Owner may also elect at any time to require that payments be made through a construction escrow, in which event the Contractor shall supply all customary forms and indemnities as may be required to satisfy the conditions to disbursement established by the applicable escrowee. All requirements relating to payments and retainages, and applicable submittals to be made by the Contractor, shall be subject to reasonable modification and approval of any lender of the Owner supplying funds to the Project.

## **§ 12.5 Substantial Completion**

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

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

## **§ 12.6 Final Completion and Final Payment**

**§ 12.6.1** Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for ~~Payment.~~Payment in accordance with the terms outlined in the Project Manual.

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

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

§ 12.6.4 Amounts withheld from the final payment to cover any incomplete work are not considered retainage and shall not be paid to the Contractor until the Work is actually completed and accepted by the Owner. Such withholdings shall not be less than 150% of the estimated cost to the complete the Work.

§ 12.6.5 The Owner shall have the right to deduct from the Final Payment due the Contractor all costs, including additional fees paid to Owner's consultants, which the Owner incurred as result of and attributed to Contractor's failure to fully complete and/or closeout the Project within sixty (60) days following Substantial Completion.

§ 12.6.6 Unless otherwise agreed to by the Owner, in writing, the Owner shall not be responsible for costs incurred by the Contractor beyond sixty (60) days following Substantial Completion for the Contract Sum that is based on the Cost of the Work plus Contractor's Fee.

## **ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY**

~~The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.~~§13.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in



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

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

#### **ARTICLE 14 CORRECTION OF WORK**

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

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year two (2) years after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

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

#### **ARTICLE 15 MISCELLANEOUS PROVISIONS**

##### **§ 15.1 Assignment of Contract**

~~Neither party to the Contract shall assign the Contract as a whole without written consent of the other.~~ §15.1.1 Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.1.2 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.

##### **§ 15.2 Tests and Inspections**

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

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

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

## § 15.3 Governing Law

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

§ 15.4 Program Management Software. The Owner plans to utilize a web-based collaborative program management project software to assist in the efficient communication of all Project information to pertinent team members. The selected e-Builder platform will be utilized for storage of all pertinent Project correspondence (Meeting Minutes, RFIs, Submittals, Drawing set issuances, Bulletins, etc.), as well as for payment application and invoice processing, and change management approvals. The Contractor will be required to participate in e-Builder platform training and subsequent utilization of the software for their role and information transfer throughout the Project. The Owner will pay for up to two (2) collaborative licenses for the Contractor.

## ARTICLE 16 TERMINATION OF THE CONTRACT

### § 16.1 Suspension by the Owner and Termination by the Contractor

~~If the Work is stopped under~~ The Owner may suspend the Work at any time for any reason. If the Work is suspended for more than twenty one (21) consecutive days, the Contractor shall be entitled to an equitable adjustment in the Contract Sum, subject to mutual agreement of the parties. If the Architect fails to certify payment as provided in Section 12.3 for a period of 14 days-thirty (30) days through no fault of the Contractor, the Contractor may, upon seven- or if the Owner fails to make payment as provided in Section 12.4.1 for a period of thirty (30) days, the Contractor may, upon thirty (30) additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such profit on the portion of the Work completed to the date of termination.

### § 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is ~~finished~~ finished and determination of the sum due pursuant to Section 16.2.4.

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

### § 16.3 Termination by the Owner for Convenience

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

§ 16.2.5 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 16.3.

### § 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work properly executed prior to termination.

§16.4 In the event of any termination, the Contractor's and Subcontractor's obligations related to insurance, indemnity, and confidentiality shall survive.

## **ARTICLE 17 OTHER TERMS AND CONDITIONS**

*(Insert any other terms or conditions below.)*

§ 17.1 The Contractor shall inspect the Work as it is being performed until final completion and acceptance of the Project by the Owner to assure 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 direct the trade contractors(s) to take appropriate corrective action, and advise the Owner of the corrective action.

§ 17.2 The Contractor shall provide daily full-time, on-site field supervision during the entire Construction Phase. The Contractor agrees to assign the following listed Project team members, as listed in their respective capacities to the Project:

| <u>Staff Name</u> | <u>Assignment</u> | <u>Contact Information – Mobile Phone &amp; e-Mail</u> |
|-------------------|-------------------|--|
|-------------------|-------------------|--|

Additionally, any Subcontractors or suppliers whose subcontract value is \$10,000 or more, Contractor has listed those Subcontractors/suppliers in **Exhibit D**, which is attached hereto and made a part of this Agreement. Contractor shall promptly notify the Owner if services of any one of the listed team members become unavailable due to circumstances beyond the Contractor's control – e.g., extended illness or disability, death, or termination of employment, etc. No substitution of any of the above listed project team members shall be made without the prior written consent of the Owner; and before any such substitution the Contractor shall submit to the owner a detailed justification supported by the qualification of any proposed replacement. Owner shall have the right to interview and select alternate team member(s) employed by the Contractor to replace the unavailable team member. Contractor shall agree to provide the services of the alternate team member(s) selected by Owner. Contractor is not entitled to additional compensation for any such substitution(s) of the Project team members. The Owner reserves the right to require the replacement of any or all of the above listed team members for cause; and the Contractor shall provide suitable replacement or replacements upon two (2) weeks' notice, subject to interview and acceptance by the Owner.

§ 17.3 As part of Contract Sum, the Contractor shall conduct a post-occupancy audit eleven (11) months and twenty three (23) months following the Date of Substantial Completion and thereafter provide call-back services for a period of twenty four(24) months.

§ 17.4 Notwithstanding anything regarding hazardous materials, the Contractor acknowledges and fully understands that the scope of this Work includes the proper removal and proper disposal of all hazardous materials, including but not limited to any construction debris containing asbestos, PCBs, etc., as required by applicable federal, state, and local laws, rules, regulations and directives by governmental agencies having jurisdiction over the Project and Project site.

§ 17.5 If any provision of this Agreement shall be held to be illegal, invalid or otherwise unenforceable by law, the remainder of this Agreement shall not be affected thereby and each provision, term, covenant or condition of this Agreement shall be enforced to the fullest extent permitted.

§ 17.6 The Contractor shall comply with the Owner's Policies and Procedures, which will be made available to the Contractor upon request, while on the Project site.

### **§ 17.7 Dispute Resolution**

#### **§ 17.7.1 Alternative Dispute Resolution**

Within ten (10) business days of receipt of a written notice of Claim, the parties to a Claim shall attempt in good faith to resolve it promptly by escalating the Claim to persons who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement (Negotiation). If the parties agree on the method of resolving such claim, such method shall be embodied in a written agreement signed by the Owner and the Contractor. Any Claim, dispute, or other matter in question arising out of or related to this Agreement and not resolved by Negotiation shall be subject to Alternative Dispute Resolution (ADR) as a condition precedent to binding dispute resolution, pursuant to Section 17.7.1.3.

§ 17.7.1.2 On those occasions when Negotiation does not resolve the Claim, the parties to this Agreement 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:

- .1 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 Section 17.7.1.1. The mediator shall render his/her decision within fourteen (14) days of said meeting;
- .2 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; the confidentiality of mediation shall be governed by the Michigan Court Rules and the Michigan Rules of Evidence;
- .3 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;
- .4 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.
- .5 Should a party's claim also concern claims against or by the architect then Owner may include the Architect in the alternative dispute resolution process.
- .6 The Contractor shall continue providing all services during any dispute, including during the alternative dispute resolution process.

§ 17.7.1.3 The parties shall share the mediator's fee. The Alternative Dispute Resolution shall be held in the place where the Owner is located, as indicated on page one of this Agreement, unless another location is mutually agreed upon.

If the parties do not resolve a dispute through Negotiation or Alternative Dispute Resolution pursuant to this Article 17, the method of binding dispute resolution shall be as follows:  
(Check the appropriate box.)

Arbitration pursuant to Section 21.6 of this Agreement

Litigation in a court of competent jurisdiction, unless otherwise mutually agreed to by the parties.

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 in a court of competent jurisdiction.

**§ 17.7.2 NOT USED**

**§ 17.7.3 NOT USED**

§ 17.7.4 In the event the parties resort to a court, and to the extent permitted by law, the parties hereby:

- .1 Irrevocably consent and submit to the jurisdiction of any Federal, state, county or municipal court sitting in the State of Michigan, County of Wayne, in respect to any action or proceeding brought therein concerning any matters arising out of or in any way relating to this Agreement;
- .2 Expressly waive any rights pursuant to the laws of any other jurisdiction by virtue of which exclusive jurisdiction of the courts of any other jurisdiction might be claimed;
- .3 Irrevocably waive all objections as to venue and any and all rights it may have to seek a change of venue with respect to any such action or proceeding;
- .4 Agree that any final judgment rendered in any such action or proceeding shall be conclusive and may be entered in any other jurisdiction by suit on the judgment or in any other manner provided by law and expressly consent to the affirmation of the validity of any such judgment by the courts of any other jurisdiction so as to permit execution thereon.

**§ 17.8 Notice**

§ 17.8.1 All notices or other communications hereunder to either party shall be (1) in writing, and, if mailed, shall be deemed to have been given on the earlier of actual receipt by the intended recipient or on the third business day after

the date when deposited in the United States mail by registered or certified mail, postage pre-paid, or by personal delivery, Federal Express or other recognized and reputable overnight courier, addressed as hereinafter provided, and (2) addressed as follows:

**§ 17.8.2 If to the Owner:**

The Owner's Designated Representative:

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

«Phillip Francis, Assistant Superintendent of District Services  
«Livonia Public Schools»  
«15125 Farmington Road  
Livonia, MI 48154 »

With a copy to the Owner's Representative Consultant:

The Owner has engaged Plante Moran Realpoint, LLC (PMR) as an Owner's Representative Consultant and on the Project. The Contractor shall keep the Owner and Owner's Representative Consultant informed in matters regarding the Project. Unless otherwise provided in this Agreement specifically authorized by the Owner, the Owner's Representative Consultant is not authorized to commit the Owner in matters regarding the Work, regarding changes in the Work, Construction Schedule, or grant approval on behalf of the Owner. The Owner reserves for itself the sole right to make decisions in matters regarding the Project. The following individual, subject to change upon written notification to the Contractor, shall be primary contact for the Owner's Representative Consultant:

«Collin Frink »  
«Plante Moran Realpoint, LLC »  
«3000 Town Center; Suite 100  
Southfield, MI 48075  
Collin.frink@plantemoran.com; (248) 223-3144»

**§ 17.8.3 If to the Contractor:**

The Contractor's representative:

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

« »  
« »  
« »  
« »

**§ 17.8.4** Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

**§ 17.9** The Contractor shall notify the Owner in the event of a potential or actual: (a) material change in ownership of the Contractor; (b) intent to dissolve; or (c) intent to otherwise cease active participation in the Project's local marketplace (collectively a "Material Change in Circumstances"). A Material Change in Circumstances shall include any other change that could reasonably give rise to concern on behalf of the Owner regarding the Contractor's ability or willingness to fulfill any of its obligations under this Agreement. In the event of a Material Change in Circumstances, the Contractor shall provide any reasonable assurance or guarantee requested by Owner. Owner shall have the right to terminate this agreement for cause in the event of a Material Change in Circumstances.

**§ 17.10 NOT USED**

**§ 17.11** The Owner, being a public body, shall render required decisions within a reasonable time after being requested to do so by the Contractor. The Contractor, assisted by the Architect, shall prepare and submit all recommendations for which approval is required by Owner as soon as reasonably possible unless another schedule is agreed to by the Owner, in writing. The Contractor shall not cause unreasonable delays in the orderly progress of Work.

**§ 17.12** The Contractor shall develop a plan and to administer an effective labor relations program for the Project in order to ensure labor harmony and to avoid labor disputes during construction. The Owner does not and cannot require the Contractor to employ union labor on the Project. Therefore, if it is necessary that the Contractor enters into a project labor agreement to ensure labor harmony and avoid labor dispute during construction, the Contractor shall have the discretion to do so.

**§ 17.13 NOT USED**

**§ 17.14 NOT USED**

**§ 17.15 GOVERNMENT AGENCY'S IMMUNITY FROM TORT LIABILITY.** Notwithstanding any provisions within the Contract Documents, no provisions shall be deemed a waiver of any immunity granted the Owner, being a governmental unit, by statute, including, without limitation. (MCL 691.1407 / ORC 2743.02)

This Agreement entered into as of the day and year first written above.  
(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

**LIVONIA PUBLIC SCHOOLS,**

OWNER (Signature)

«Phillip Francis, Director of Operations»«

(Printed name and title )

(date)

CONTRACTOR (Signature)

« »« »

(Printed name and title )

LICENSE NO.:

JURISDICTION: (date)



**FILE TRANSFER AGREEMENT**

Project: LIVONIA STEVENSON HIGH SCHOOL TENNIS COURT REPAIRS

Project Number:

Specific Type of Work:

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

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

**Hard Copy Instruments**

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

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

**Electronic Data Transfer**

Our electronic files are compatible with: AutoCAD Release 2010 and 2004. We make no representation as to the compatibility of these files with your hardware or your software beyond the specified release of the referenced specifications. Other software programs may have been used in the development of the drawings and design of the project. FDI will not release any of this associated software for use with the electronic files.

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

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

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

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

**Computer Viruses**

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

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

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

Architect:

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

**Foresite Design, Inc.**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Michael Sims  
President

\_\_\_\_\_  
Authorized Signature and Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_



SECTION 01 2619  
CLARIFICATION REQUEST

**DUE (5) DAYS PRIOR TO BID DUE DATE  
NO LATE CLARIFICATION REQUESTS WILL BE ACCEPTED**

Date: \_\_\_\_\_ Foresite Design  
Clarification Request #: \_\_\_\_\_

**Project Name:** \_\_\_\_\_

To: 3269 Coolidge Hwy.  
Berkley, MI 48072  
Office: (248) 547-7757  
Attn: **christy@foresitedesign.com**

From: \_\_\_\_\_  
Company Name  
\_\_\_\_\_  
Contact Name  
\_\_\_\_\_  
Email Address  
\_\_\_\_\_  
Phone #

Proposal / Bid Division & Name: \_\_\_\_\_

Reference Specification: \_\_\_\_\_

Drawing #: \_\_\_\_\_ Detail or Item #: \_\_\_\_\_

|   |
|---|
| <b>ITEM(S) FOR CLARIFICATION: (Use additional forms as required):</b> |
| Please review and respond to the following item(s) for clarification: |
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| <b>RESPONSE:</b>  |
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Architect Response by: \_\_\_\_\_  
Signature Date

END OF SECTION 01 2619

SECTION 01 3523  
SAFETY REQUIREMENTS

## PART 1 - GENERAL

## 1.1 DESCRIPTION

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

END OF SECTION 01 3523

SECTION 01 3523  
SAFETY REQUIREMENTS

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SECTION 01 4100  
REGULATORY REQUIREMENTS

## PART 1 - GENERAL

## 1.1 PERMITS AND INSPECTION FEES

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

## 1.2 INSPECTIONS

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

END OF SECTION 01 4100

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SECTION 01 56 00  
CLEANING

## PART 1 - GENERAL

## 1.1 DESCRIPTION

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

## 1.2 QUALITY ASSURANCE

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

## PART 2 - PRODUCTS

## 2.1 CLEANING MATERIALS AND EQUIPMENT

- A. Each Contractor shall provide required personnel, equipment, and materials needed to maintain the specified standard of cleanliness.
- B. Portable toilets are to be provided by the contractor for use by their employees.

## 2.2 COMPATIBILITY

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

## PART 3 - EXECUTION

## 3.1 PROGRESS CLEANING

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

SECTION 01 56 00  
CLEANING

- paid for by the Contractor(s).
4. Provide adequate storage for all items awaiting removal from the job site, observing requirements for fire protection and protection of the ecology.
- B. Site:
1. Daily, and more often if necessary, inspect the site and pickup all scrap, debris, and waste material. Remove items to the place designated for their storage. Contractor shall dry sweep street(s) affected by construction traffic as directed, for the duration of the construction.
  2. Weekly, and more often if necessary, inspect all arrangements of materials stored on the site. Restack, tidy or otherwise service arrangements to meet the requirements as noted above. Contractor shall water/wet sweep street(s) affected by construction traffic once a week, for the duration of the construction.
  3. Maintain the site in a neat and orderly condition at all times.
- C. Structures:
1. Weekly, and more often if necessary, sweep sidewalks, City roads, as directed.
    - a. "Clean": for the purposes of this subparagraph, shall be interpreted as meaning free from dust and other material capable of being removed by use of reasonable effort, hand-held broom, and heavy-duty vehicle sweeper.
  2. Protect existing structures, finishes and materials. Should work occur near existing structures or finishes, Contractor shall ensure materials are left clean. Any damage caused by the Contractor shall be repaired or replaced by Contractor as directed by the Architect, at no additional cost to the Owner.
    - a. "Clean", for the purpose of this subparagraph, shall be interpreted as meaning free from foreign material which, in the opinion of the Architect, may be injurious to the finished material.
- 3.2 FINAL CLEANING
- A. "Clean" for the purpose of this Article, and except as may be specifically provided otherwise, shall be interpreted as meaning the level of cleanliness generally provided by skilled cleaners using commercial quality equipment and materials.
  - B. Prior to completion of Work, remove from the job site, all tools, surplus materials, equipment, scrap, debris and waste. Location of surplus materials for Owner use shall be coordinated with Owner prior to Contractor leaving site.

END OF SECTION 01 4100

SECTION 01 7100  
SITE EXAMINATION & PREPARATION

## PART 1 - GENERAL

## 1.1 SUMMARY

- A. This Section is a part of the entire set of Contract Documents and shall be coordinated with the applicable provisions of the other parts.
- B. The work under this Division consists of furnishing all labor, materials and equipment required for:
  - 1. Construction of synthetic turf auxiliary field
  - 2. Construction of gravel drive around new field
  - 3. Installation of vinyl chainlink fence
- C. Bidders shall visit the site before submitting proposals and fully inform themselves as to the job and site conditions and other conditions under which the work of this section must be conducted. Verify themselves with the soil conditions at the site and familiarize themselves with the existing conditions that may be adjusted for this project. Submission of proposals implies that the Bidder has visited the site and is fully aware of these conditions.
- D. A pre-construction conference shall be held on the job site with all intended Contractors and Sub-contractors prior to the start of any work.

## PART 2 - PRODUCTS

N/A

## PART 3 - EXECUTION

## 3.1 SURVEY REQUIREMENTS

- A. The Contractor shall provide all survey work required to locate lines and grades for the construction of this project as herein specified and shown on drawings. The Contractor shall employ a registered engineer or surveyor for this layout.
- B. The Contractor upon entering the site and before any other work is underway, shall establish and set control points as indicated on the drawings and verify all finish grades.
- C. Existing survey as shown on the drawings is based on information provided for the generating of the enclosed construction drawings and accurate at time taken. Contractor shall verify field conditions and notify the Landscape Architect or Owner before bid date of any discrepancies found in the survey or site conditions.
- D. The Contractor shall provide a complete "as built" survey of the site within the site limits, noting all grades, locations, etc. if final constructed project should vary from bid documents.
- E. All work under this section shall be coordinated with the Landscape Architect so as to verify their understanding of the plans and intended layout.



FORESITE DESIGN, INC.

LIVONIA PUBLIC SCHOOLS

SECTION 01 7100  
SITE EXAMINATION & PREPARATION

END OF SECTION 31 1000

SECTION 01 7301  
FIELD ENGINEERING

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 WORK INCLUDED

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

## 1.3 QUALIFICATIONS

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

## 1.4 SURVEY/ EXISTING CONDITIONS PLAN

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

## 1.5 SURVEY REFERENCE POINTS

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

## 1.6 RECORDS

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

SECTION 01 7301  
FIELD ENGINEERING

1.7 SUBMITTALS

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

PART 2 – PRODUCTS – Not Applicable

PART 3 – EXECUTION – Not Applicable

END OF SECTION 01 7301

SECTION 01 7700  
PROJECT CLOSEOUT

## PART 1 - GENERAL

## 1.1 SUMMARY

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

## 1.2 SUBSTANTIAL COMPLETION

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

## 1.3 CLOSEOUT SUBMITTALS

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

## 1.4 FINAL APPLICATION FOR PAYMENT

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

FORESITE DESIGN, INC.

LIVONIA PUBLIC SCHOOLS

SECTION 01 7700  
PROJECT CLOSEOUT

END OF SECTION 01 7700

SECTION 01 7823  
OPERATING, MAINTENANCE AND WARRANTY DATA

## PART 1 - GENERAL

## 1.1 SUMMARY

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

## 1.2 QUALITY ASSURANCE

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

## 1.3 FORM OF SUBMITTALS

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

SECTION 01 7823  
OPERATING, MAINTENANCE AND WARRANTY DATA

1.4 CONTENT OF MANUAL

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

1.5 SUBMITTAL SCHEDULE

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

END OF SECTION 01 7823

SECTION 01 7839  
PROJECT RECORD DOCUMENTS

## PART 1 - GENERAL

## 1.1 SUMMARY

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

## 1.2 MAINTENANCE OF RECORD DOCUMENTS AND SAMPLES

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

## 1.3 RECORDING

- A. Label each document "PROJECT RECORD" in neat large printed letters.
- B. Continuously record information and changes.
- C. Drawings: Legibly mark to record actual construction.
  - 1. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  - 2. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
  - 3. Field changes of dimension and detail.
  - 4. Changes made by Field Order or by Change Order.
  - 5. Details not on original contract drawings.
- D. Specifications and Addenda: Legibly mark each section to record:
  - 1. Manufacturer, trade name, catalog number, and Supplier of each Product and item of equipment actually installed.
  - 2. Changes made by Field Order or Change Order.



SECTION 01 7839  
PROJECT RECORD DOCUMENTS

- E. Shop Drawings and Submittals: Label each set by corresponding specification section. At the completion of the project, provide the Owner with one complete set, reviewed and stamped by Architect, organized by Specification Section in the following formats:
  - 1. Paper (various sizes) folded to 8-1/2" x 11" and boxed with project name and completion data clearly labeled on exterior.
  - 2. Scanned PDF copy on a compact disk, ordered by specification section.

1.4 SUBMITTAL

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

END OF SECTION 01 7839

SECTION 32 1834  
ACRYLIC TENNIS COURT SURFACE**PART 1 - GENERAL****1.1 SUMMARY**

- A. This Section is a part of the entire set of Contract Documents and shall be coordinated with the applicable provisions of the other parts.
- B. Related Sections:
  - 1. Section 32 0118 Crack Repair - Tennis

**1.2 SCOPE**

- A. The work under this section of the specifications shall consist of furnishing all labor, materials and equipment necessary for acrylic tennis court surfacing and line markings.

**1.3 QUALITY ASSURANCE**

- A. Reference Standards:
  - 1. American Sports Builders Association (ASBA)
- B. Must be a member in good standing of the American Sports Builders Association (ASBA).
- C. The installation contractor must be able to supply the Owner, upon request, a list of twenty (20) outdoor tennis courts surfaces with the material accepted over the last five (5) years and have required no maintenance.

**1.4 SUBMITTALS**

- A. Contractor shall submit manufacturer's data sheets and color samples for all materials.
- B. Contractor must submit copies of the Material Data Safety Sheets (MSDS) for all products to be used, before materials are delivered to the site.

**PART 2 - PRODUCTS****2.1 TENNIS COURT SURFACE MATERIAL**

- A. This material shall be a fully pigmented system in-depth color. The material shall be from one of the following approved manufacturers:
  - 1. NOVACOURT, by Novasport USA, Framingham, MA (800) 872-6682
  - 2. LATEXITE, by Surface Coatings Co., Auburn Hills, MI (248) 338-0335
  - 3. PLEXI-PAVE, by California Products, Cambridge, MA (800) 225-1141
  - 4. LAYKOLD, by Advanced Polymer Technology, Harmony, PA (888) 266-4221
- B. Acrylic Coloring of Courts shall be selected from manufacturer's standard colors to match existing colors.
  - 1. Inner (playing court) color: Laykold Dark Blue
  - 2. Outer (non-playing court) color: Laykold Medium Green

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ACRYLIC TENNIS COURT SURFACE

- C. Asphalt or tar in any form will not be permitted in any coating. The color shall be pure acrylic-type containing no asphalt or tar emulsions and no vinyls, alkyds or non-acrylic resins. The color finish system shall contain factory-mixed compositions requiring only the addition of water on the job site. The material shall be delivered to the site in sealed containers with the manufacturer's label affixed.

## 2.2 STAINBLOCKING MATERIAL

- A. WIPE-OUT California Stain Block
1. 100% Acrylic Latex Coating for use on "Plexipave" or "DecoTurf"
  2. Apply after Acrylic Resurfacer application
  3. Re-Coat / Rust Stain Coverage: apply one (1) coat at the manufacturer's recommended application rates.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. The asphalt surface shall be flooded by surfacing contractor and any ponding water that remains after 1 hour and is deep enough to cover the thickness of a five cent piece shall be corrected using a patch mix by the approved surfacing manufacturer. Ambient air temperature to be +/- 70 degrees. Application of patch-mix material shall be performed by the surfacing contractor unless noted otherwise.
- B. Tennis courts shall be cleaned using a stiff bristle broom and a gas-powered, water based pressure spray unit capable of generating 2500 psi. at the nozzle tip, to remove all dirt and debris.
- C. Contractor shall evaluate the condition of the existing sawcuts at the netline and between courts. Sawcuts should be caulked and areas sufficiently cleaned to allow adhesion of acrylic color system.
- D. After all leveling and patching, the tennis court area shall receive one (1) coat of sand filled acrylic surfacer material at the rate of .07 gallon/square yard.
- E. Application of the system shall be in strict accordance with the printed instructions of the manufacturer. If the system is installed by someone other than the manufacturer, an experienced manufacturer's representative shall supervise the installation of the material.
- F. The surface to receive the tennis surface system as specified shall be checked to be free from grease, oil and other foreign materials before starting the work. The Contractor shall remove by brush, vacuum or blower all dust, dirt, imbedded soil, etc. and shall mechanically wash areas, if required.
- G. Holes, cracks and spalled areas shall be clean of dirt, water and deleterious materials before any coating operations are started. After cleaning and treating these areas with the proper filler materials, the application shall proceed only if the surfaces are dry and clean and the surface temperature is at least fifty degrees Fahrenheit (50°F) and rising, with overnight temperature not less than 45 °F, and the surface temperature is not in excess of one hundred forty degrees Fahrenheit (140°F).
- H. Following the application of the acrylic resurfacer coat, and prior to color coats, apply stainblocking material in strict accordance with manufacturer's written instructions.

SECTION 32 1834  
ACRYLIC TENNIS COURT SURFACE

- I. Apply one (1) filler coat and one (1) finish coat. Application shall be in strict accordance with manufacturer's specifications. The material shall have in-depth color in the color combinations as indicated for the final surface.
- J. The filler coat shall be applied at a rate of .05 gallons (concentrated material prior to dilution) per square yard for each coat. The final surface shall be applied at a rate of .04 gallons (concentrated material prior to dilution) per square yard for each coat. Only small amounts of water shall be added if too rapid drying is occurring during application. The Contractor shall be accountable at all times for the amount of materials of each color used. Permission of the Landscape Architect shall be obtained before adding any additional water.
- K. Care shall be taken to protect adjacent areas and structures (fences, posts, sidewalks, buildings, etc.) which are not to be coated. If coated, remove immediately before drying occurs.
- L. Contractors must notify the Landscape Architect of all applications, 48 hours prior to installation.
- M. Acceptability of work: The finished surface shall be constant in color and texture, free from voids, depressions, joint marks, ridges, wheel marks or other imperfections. If any of these become apparent during the installation of the system, the contractor will correct prior to the final coat application, or the surface shall be rejected.

**3.2 LINE MARKINGS**

- A. Upon completion and acceptance of the tennis surface, this Contractor shall prepare and paint lines for tennis. Unless otherwise noted, tennis lines shall be white.
- B. The lines shall be masked on both sides with an acceptable tape. Each measurement shall be accurately set to within 1/8" tolerance in accordance with the American Sports Builders Association (ASBA). Each court area shall be marked for doubles play.
- C. All areas that have overlapped in color shall be corrected and non-appearing. All overspray in excess shall be corrected and non-appearing. No spraying shall be done with the wind factor above seven (7) mph.

**END OF SECTION 32 1834**