



— GREAT LAKES —
BOAT BUILDING SCHOOL

BID PACKAGE

**DEMOLITION OF EXISTING SINGLE FAMILY RESIDENCE
GREAT LAKES BOAT BUILDING SCHOOL**

August 30, 2023

Prepared by:



Sidock Group, Inc.

ENGINEERS • ARCHITECTS • CONSULTANTS • PROJECT MANAGERS

BID PACKAGE

**DEMOLITION OF
EXISTING SINGLE-FAMILY RESIDENCE AT GREAT LAKES BOAT BUILDING SCHOOL**
485 S. Meridian St.
Cedarville, MI 49719

Owner:

GREAT LAKES BOAT BUILDING SCHOOL
485 S. Meridian St.
Cedarville, MI 49719

Architect:

SIDOCK GROUP, INC.
757 S. Wisconsin Avenue
Gaylord, MI 49735

Date: 8/30/2023

SIGNITURE SHEET

**DEMOLITION OF
EXISTING SINGLE-FAMILY RESIDENCE AT GREAT LAKES BOAT BUILDING SCHOOL**

485 S. Meridian St.
Cedarville, MI 49719

Owner:

GREAT LAKES BOAT BUILDING SCHOOL
485 S. Meridian St.
Cedarville, MI 49719

BY _____

Architect:

SIDOCK GROUP, INC.
757 S. Wisconsin Avenue
Gaylord, MI 49735

BY _____

CONTRACTOR: *(name & address)*

BY _____

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ADVERTISEMENT TO BID

Proposals are invited for a single Contractor for the demolition of an existing single-family residence on the property of Great Lakes Boat Building School until 3 pm on September 27th, 2023. A mandatory pre-bid meeting and examination of the premises will take place at the project site at 10:00 A.M. on September 6, 2023.

The Owner will receive emailed proposals for work as herein set forth at the Great Lakes Boat Building School in care of ggaska@sidockgroup.com, at which time and place all proposals will be opened in the offices of Sidock Group. Bids received after 3:00 p.m. of 9/27/23 will be rejected in accordance with the contract documents.

DESCRIPTION OF WORK:

Asbestos abatement work as outlined in section *2.B-Asbestos Survey Findings*, and in section *3.B-Paint Survey Findings* in the **Asbestos & Paint Survey**, dated 8/3/23, to be completed by a licensed Michigan Asbestos Abatement Contractor and by properly accredited employees.

Disconnection and abandonment of all existing utilities, including sewer, water, phone, electric, and CATV; demolition and removal of structure including foundations and subgrade improvements to native soils.

The existing sewage grinder station shall remain in service. Work includes construction of a temporary electrical disconnect and pump control pedestal; relocation of the grinder power source from the house to the pedestal; relocation of the pump control panel to the pedestal; connections between the panel, pump, and power source; all required permits and inspections; and termination of the sewer service to the house at the grinder unit.

Work includes importation of clean fill to return the site to surrounding grade. Final restoration shall include aggregate surface and turf restoration.

The work is as indicated in the **Demolition Site Plan C-201**, as provided.

ARCHITECT:

Sidock Group, Inc. / Attn: Gint A. Gaska, AIA
757 S. Wisconsin Ave.
Gaylord, Michigan 49735
(989) 705-8400

QUALIFICATIONS:

Contractors desiring to bid shall demonstrate the following qualifications: at least five years' experience in the relative trades and references attesting to successful completion of similar work and licensed as required by the State of Michigan and local authority having jurisdiction.

INSURANCE: General Liability, Auto Liability, and Workmen's Compensation certificates shall be provided with the Owner named as an additional insured. Refer to Supplemental General Conditions for additional requirements. If bid is awarded, Certificate of insurance must name Great Lakes Boat Building School as a certificate holder. The Certificate of insurance must also name as an **additional insured** Great Lakes Boat Building School, its agents, officers, officials, employees are hereby named as additional insureds, as their interest may appear.

OBTAINING BID PACKAGE:

This invitation to bid will be advertised, and bid packages available through, the following websites/ services:

- CAM
- Marquette Builders Exchange
- Builders Exchange of Michigan/ Northwest Michigan
- GLBBS website
- Local Newspaper (The St. Ignace News)

SCHEDULE:

- 8/30/23 Advertisement for Bids
- 9/6/23 Pre-bid meeting on site at 10:00 a.m.
- 9/13/23 Emailed/ written requests for information due by 3:00 p.m.
- 9/18/23 Emailed/ written response(s) to RFI's issued by 3:00 p.m.
- 9/27/23 Bids Due before 3:00 p.m., private bid opening to follow
- TBD Project Review and Award Date
- October 2023 Start of Demolition

SUBMISSION REQUIREMENTS:

Proposal shall indicate a "lump sum" quantity for a single construction contract for General Construction only. Proposal shall include the work of all trades necessary for the completion of work as set forth herein. All bids shall remain firm for a period of thirty (30) calendar days after opening of bids.

Proposal shall indicate an approximate construction schedule/ time for completion.

Bids must be submitted on the enclosed forms and emailed to: ggaska@sidockgroup.com

- Late submittals WILL NOT BE ACCEPTED – **NO EXCEPTION**
- Fax submittals WILL NOT BE ACCEPTED – **NO EXCEPTION**
- Hard copy submittals WILL NOT BE ACCEPTED – **NO EXCEPTION**

All interested parties are encouraged to attend the mandatory pre-bid meeting (refer to schedule above).

The Owner reserves the right to waive any irregularity in any bid or to reject any or all bids should it be deemed in the best interest of the Owner.

The Owner reserves the right, in its sole discretion, to reject any and all quotes, or parts of any quote, for any reason whatsoever and waive technicalities.

The Owner will only accept quotes that are responsive to the RFP and are prepared and submitted in compliance with the requirements set forth in this RFP.

Great Lakes Boat Building School will not award any contract to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the Owner or who owes any amount(s) for delinquent Federal, State or Local taxes, fees and licenses.

AWARD:

Bids will be reviewed by an internal committee where bids will be evaluated and ranked. Proposing bidders may be asked to participate in an interview to further discuss qualifications and to answer questions from the committee. The bid will be awarded to the responsible, responsive firm whose quote, conforming to this solicitation, will be most advantageous to Great Lakes Boat Building School, price and other factors considered.

The Great Lakes Boat Building School reserves the right to accept or reject any or all quotes. in part or whole and to waive informalities and minor irregularities in bids received.

Evaluation Criteria

Evaluation Criteria	Weight
Quality and comprehensiveness of response to RFP requirements	15
Demonstrated understanding of and commitment to the full scope of work	15
Capacity and availability to perform the contract	15
Specific qualifications of the key personnel to perform the scope of work	15
Background and experience with similar projects	10
References and reputation	5
MBE/WBE/DBE	5
Cost	20
Max Total	100

IRAN-LINKED BUSINESS CLAUSE:

The Respondent who is selected as Contractor shall certify to the Owner that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of the Contractor, are an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. It is expressly understood and agreed that the Contractor shall not become an "Iran linked business" during the term of this Agreement.

Note: if a person or entity falsely certifies that it is not an iran linked business as defined by public act 517 of 2012, it will be responsible for civil penalties of not more than \$250,000.00 or two times the amount of the contract for which the false certification was made, whichever is greater, plus costs of investigation and reasonable attorney fees incurred, as more fully set forth in section 5 of act no. 517, public acts of 2012.

ARTICLE 9 SUPPLEMENT TO INSTRUCTION TO BIDDERS AIA A701

9.1 FORM OF STYLE OF BIDS

9.1.1 Bid responses shall be submitted in triplicate.

9.1.2 Submit bid via email.

9.2 BID SECURITY

9.2.1 All bids shall remain firm for a period of sixty (30) days after opening of bids.

9.2.2 Failure to submit a bid bond, will result in the automatic rejection of the bid.

9.2.3 Bidders are required to furnish a bid guarantee equal to five percent (5%) of their bid for projects over \$50,000. Bid bonds can be in the form of a bid bond, cashier's check, or certified check (made payable to Great Lakes Boat Building School) for projects from \$50,000 - \$100,000. Bid bonds for any projects over \$100,000 need to be submitted as a bid bond only.

9.3 LAWS AND REGULATIONS

9.3.1 The bidder's attention is directed to the fact that applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

9.4 SUBCONTRACTORS

9.4.1 The successful bidder will be required to submit a complete list of subcontractors to the Owner, for approval, within one (1) week following award of contract.

9.5 CONSTRUCTION CONTRACT

9.5.1 The BIDDER acknowledges that the form of construction contract to be used in conjunction with this project will be the "Standard Form of Agreement Between Owner and Contractor", AIA Document A101, 2017 Edition.

9.6 PERFORMANCE BOND AND PAYMENT BOND

9.6.1 The BIDDER acknowledges that in the event he is successful and is awarded the contract, the bidder will be required to furnish a payment and performance bond for projects over \$50,000, in the amount covering the faithful performance of the contract and the payment of all obligations arising thereunder in the amounts of 100% of their contracts executed by a surety acceptable to the Owner and which is licensed to do business in the State of Michigan. All bids must be submitted by trade and line item per proposal forms.

9.6.2 An acceptable form of performance bond, and material and payment bond are included with these bidding documents.

9.7 INSURANCE

9.7.1 The BIDDER acknowledges that in the event he is successful and is awarded the contract, the bidder will be required to maintain the level of workmen's compensation; auto and general liability insurance as set forth in the General Conditions.

PROPOSAL FORM
GENERAL CONSTRUCTION WORK

OWNER: THE GREAT LAKES BOAT BUILDING SCHOOL
485 S. Meridian St.
Cedarville, MI 49719

PROJECT: DEMOLITION OF EXISTING SINGLE FAMILY RESIDENCE – GREAT LAKES
BOAT BUILDING SCHOOL
485 S. Meridian St.
Cedarville, MI 49719

ARCHITECT: Sidock Group, Inc.
757 S. Wisconsin
Gaylord, Michigan 49735
(989) 705-8400

BID PROPOSAL FOR: GENERAL CONSTRUCTION WORK INCLUDING THE WORK OF ALL
APPLICABLE TRADES.

NAME OF BIDDER: _____

ADDRESS: _____

CITY: STATE: ZIP: _____

TELEPHONE: _____ FAX: _____ DATE: _____

P-01

The undersigned hereinafter referred to as the General Contractor proposes to furnish all labor, material, tools, equipment and supervision to perform the general construction contract for the Demolition of an Existing Single-Family Residence – Great Lakes Boat Building School hereinafter referred to as the Owner. The work shall be in strict accordance with the contract documents as prepared by Sidock Group, Inc., these prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part. The work shall be done for a lump sum price of:

1) Lump sum for all work:

Cost for all work: _____ Dollars (\$)

Est. Schedule: _____ Days

P-02 ADDENDA

The undersigned acknowledges the following addenda covering revisions to the Drawings or Specifications and the cost, if any, of such revisions has been included in the price herein before quoted.

Addendum Numbers: _____, _____, _____, _____

Dated: _____, _____, _____, _____

(If none, so state. Add additional addenda as required.)

P-03 ALTERNATES – Not applicable

P-04 SUBMISSION

Submit an email with this form as an attachment to the Contract Agent, attention: Gint Gaska, AIA with Sidock Group, Inc.

P-05 FEES FOR CHANGES IN WORK

- a. For additions to the Contract Sum:
 - i. For work performed by own organization (Maximum 5%)
(overhead & profit) _____ %
 - ii. For work performed by subcontractor (Maximum 5%)
(handling fee) _____ %
- b. For deductions from the Contract Sum:
 - i. For work scheduled to be performed by own organization
(overhead & profit) _____ %
 - ii. For work scheduled to be performed by subcontractor
(handling fee) _____ %

Contractor understands that these percentages shall apply not only to Contractor, but to his subcontractors, their subcontractors, and all others performing work in connection with any change ordered by the Owner.

P-06 TIME OF COMPLETION

The Undersigned agrees to start work within seven (7) days after contract award, and to complete all work under the Contract within 90 consecutive calendar days, Sundays and Holidays included, after date of Contract.

P-07 BID REJECTION AND WITHDRAWAL

The Undersigned agrees that the Owner has the right to reject any and all Bids for any reason, and further, that this Bid is valid for a period of three (3) months after official opening of bids.

P-08 LEGAL ADDRESS & LEGAL STATUS OF BIDDER

The Undersigned does hereby designate the address and phone, given below, as the legal address to which all notices, directions, or other communications may be served or mailed.

COMPANY NAME: _____

STREET: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ FAX: _____

BUILDERS LICENSE: _____ EMAIL: _____

The Undersigned does hereby declare that the Bidder has the following legal status:

1. A corporation organized and existing under the laws of the State of _____, for whom _____, whose signature is affixed hereto is duly authorized to execute contracts.

2. A Partnership, all partners of which, with addresses are:

3. An individual, whose signature is affixed hereto.

This proposal is submitted in the name of _____

BY _____
(Signature)

TITLE _____

Signed and sealed this _____ day of _____, 2019.

SUPPLEMENTAL GENERAL CONDITIONS

The general provisions of the contract, including General Conditions and Division I, General Requirements, apply to work specified in this section. Wherever the General Conditions are referred to in the specifications, such reference shall be understood to include these Supplemental General Conditions.

1. Contractors and Subcontractor's Insurance (Refer to General Conditions) .

The Contractor shall not commence work under this contract until he has obtained the insurance required under this paragraph, nor shall the Contractor permit any Subcontractor to commence work on his subcontract until the insurance required of the Subcontractor has been so obtained.

a) Workmen's Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract; Workmen's Compensation Insurance for all of his employees to be engaged in work on the project under this contract and in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation for all of the latter's employees to be engaged in such work. Workman's Compensation insurance shall be provided as required by State statutory limits. If any proprietor, partner, executive, officer, member, or employee is excluded from worker's compensation or if the Workers Compensation policy is for certificate purpose only, it must be stated on the certificate.

b) Contractor's General Liability and Property Damage Insurance: The Contractor shall procure and shall maintain during the life of this contract per the following;

\$500,000 Each Occurrence

\$500,000 Property Damage

\$5,000 Medical Expense

\$500,000 Personal & Advertising Injury

\$1,000,000 General Aggregate

\$1,000,000 Products & Completed Operations

c) Subcontractor's General Liability and Property Damage Insurance: The Contractor shall require each of his Subcontractors to procure and to maintain during the life of his Subcontractor's General Liability and Property Damage Insurance in an amount not less than \$1,000,000.00 for injuries, including accidental death arising out of anyone occurrence and Contractor's Property Damage Insurance shall be in an amount not less than \$100,000 each occurrence and \$1,000,000.00 aggregate.

The Contractor shall require each of his Subcontractors to procure and maintain during the life of this contract, Owner's and Contractor's Protective General Liability and Property Damage Insurance in an amount not less than \$500,000 for injuries, including accidental death arising out of any one occurrence and property damage in an amount not less than \$100,000 each occurrence.

- d) Contractors Motor Vehicle Bodily Injury and Property Damage Insurance: The Contractor shall procure and shall maintain during the life of this contract, Motor Vehicle Bodily Injury Insurance (Comprehensive Form) per the following;

\$1,000,000 Combined Single Limit; or
\$1,000,000 Bodily Injury
\$500,000 Property Damage

The Contractor shall procure and shall maintain, during the life of this contract, Hired and Non-Ownership Motor Vehicle Bodily Injury and Property Damage Insurance in an amount not less than \$1,000,000 for injuries, including accidental death arising out of anyone occurrence; and property damage in an amount not less than \$2,000,000 for each occurrence.

- e) Proof of Carriage of Insurance: The Contractor shall provide the Owner; at the time contracts are returned by him for execution, certificates and policies listed below. A guarantee that fifteen (15) days notice to the Owner prior to cancellation of, or change in, any such insurance shall be endorsed on each policy and certificate of insurance.

Four (4) copies of Certificate of Coverage of Contractor's Workmen's Compensation Insurance.

Four (4) copies of Certificate of Coverage of Contractor's General Liability and Property Damage Insurance.

Four (4) copies of certificate of Coverage of Contractor's Motor Vehicle Bodily Injury and Property Damage Insurance covering Owner, Hired and Non-Owned vehicles.

2. Contractor's Tools & Equipment: The Contractor shall be responsible for insuring all its tools, equipment, and materials which it may leave at the Project's work site. The Owner shall not be responsible for any loss or damage to the Contractor's tools, equipment, and materials.

SPECIAL CONDITIONS

SUBSTITUTIONS

Substitutions in the specified work shall be covered by the following statement in the Special Conditions: "Material and Workmanship." Unless otherwise specifically provided in this contract, reference to any equipment, material, article, or patented process, by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The contractor may, at his option, use any equipment, material, article, or process, which, in the judgment of the Architect, is equal to that named. The Contractor shall furnish to the Architect for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature, and rating of the machinery and mechanical and other equipment, which the Contractor contemplates incorporating in the work. When required by its contract or when called for by the Architect, the Contractor shall furnish the Architect for approval, full information concerning the material or articles, which the contractor contemplates incorporating into the work. When directed, samples shall be submitted for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles installed or used without required approval shall be at the risk of subsequent rejection.

Special Conditions

ASBESTOS & PAINT SURVEY
485 S MERIDIAN ST, CEDARVILLE, MICHIGAN

August 3, 2023

(Date of Survey – July 24, 2023)



Prepared by:
Mackinac Environmental Technology, Inc.
St. Ignace, Michigan

MET Project No: M23-4001

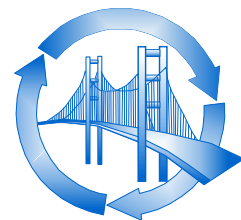


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4	Laboratory Analytical Report – Asbestos Laboratory Analytical Report – Point Count
5	Laboratory Analytical Report – Lead & Cadmium
6	MIOSHA Fact Sheet – Asbestos
7	MIOSHA Fact Sheet – Lead & Cadmium

1.0 INTRODUCTION

Mackinac Environmental Technology, Inc. (MET) conducted an asbestos and paint survey of a residential house (the house). The house is located at 485 S Meridian St, Cedarville, Michigan. The surveys, which were conducted on July 24, 2023, included the following:

1. An Asbestos Survey (asbestos survey) conducted in general accordance with Section 12 of the Clean Air Act - National Emission Standards for Hazardous air Pollutants (NESHAP), Part 602 – MIOSHA Asbestos Standard for Construction and Part 305 - MIOSHA Asbestos Standard for General Industry.
2. A Paint Survey conducted in general accordance with MIOSHA Part 603 - Lead Exposure in Construction and Part 309 - Cadmium Exposure in Construction.

A. List of Common Acronyms

- NESHAP: National Emissions Standards for Hazardous Air Pollutants
- MIOSHA: Michigan Occupational Safety and Health Administration
- ACM: Asbestos Containing Material
- SACM: Suspect Asbestos Containing Material
- PACM: Presumed Asbestos Containing Material
- TSI: Thermal System Insulation
- MAG: Magnesium Carbonate Hydroxide
- USEPA: United States Environmental Protection Agency
- LBP: Lead-Based Paint
- CBP: Cadmium-Base Paint
- PEL: Permissible Exposure Limit

B. Limitations and Assumptions

1. MET made every reasonable attempt to access all areas in the house. However, there exists the potential for discovering additional ACM and SACM not addressed by this report during renovation/demolition activities. If additional ACM or SACM is encountered, the subject material must be sampled and/or abated before being further disturbed.
2. Additional paint types, suspect for lead and cadmium may be located in the house. This may include additional paint layers that were not encountered in the samples, discrete areas that would not yield samples and/or additional discrete areas that were not identified/sampled.

C. Description

The 3,000 square-foot (approximate) three-story, wood-framed structure is located over a crawlspace, and finished with a gable roof.

Interior Materials:

- Walls: drywall.
- Ceilings: drywall.
- Flooring: carpet, hard wood.
- Observed Insulation: fiberglass.
- Heat: forced air.

Exterior Materials:

- Wood Siding.
- Shingles.

2.0 ASBESTOS SURVEY

The asbestos survey was conducted by Seth Monroe, a certified asbestos inspector (#A59870). A copy of his accreditation through the State of Michigan LARA is provided in **Attachment #1**. The objective of the asbestos survey was to visually assess all functional spaces in the building to determine the presence of PACM and SACMs. Representative samples of each SACM were collected and analyzed at a contract laboratory to determine whether the sample contains asbestos. An ACM is defined by the USEPA as any material or product which contains more than one-percent (1%) asbestos.

A. Description of Asbestos Survey

MET collected 14 bulk samples of SACM. Each sample was placed into an air-tight zip-loc bag and triple bagged prior to shipment to the analytical laboratory for analysis. The samples were submitted to SanAir Technologies Laboratory for polarized light microscopy (PLM) analysis via USEPA Method 600. This effort resulted in the analysis of 36 samples. Two samples were point-counted in an attempt to see if the material was below the 1% threshold for ACM.

B. Asbestos Survey Findings

HM #	SAMPLE #	SACM	LOCATION	Estimated Quantity	ACM
1	1-ABCDEFG	Drywall	Throughout entire house	~6,000 sq ft	NO
	1-A	Drywall Joint Compound			1.5% Chrysotile Point Count
2	2-ABC	Popcorn Ceiling	Living Room		NO
3	3-AB	Bathroom tile/grout/caulk	Bathroom – Master		NO
4	4-AB	8" Tile & Grout	First Floor		NO
5	5-AB	Countertop	Kitchen		NO
6	6-AB	Linoleum 1 Mastic	Bathroom – First Floor	24 sq ft	3% Chrysotile
	6-AB	Linoleum 1 Linoleum			15% Chrysotile
7	7-AB	9" Floor Tile A – Tile	Bedroom 5 (2 nd floor east room)	240 sq ft	2% Chrysotile
	7-AB	9" Floor Tile A – Mastic			3% Chrysotile
8	8-AB	12" Floor Tile A & Mastic	Closet		NO
9	9-AB	9" Floor Tile B – Tile	Bedroom 3 (2 nd floor NW room)	169 sq ft	3% Chrysotile
	9-AB	9" Floor Tile B – Mastic			NO

HM #	SAMPLE #	SACM	LOCATION	Estimated Quantity	ACM
10	10-AB	Linoleum 2 & Mastic			NO
11	11-AB	Ceiling Tile & Mastic	Bedroom 3 (2 nd floor NW room)		NO
12	12-AB	Shingle & Felt	Roof		NO
13	13-ABC	Exterior Caulk	Exterior		NO
14	14-AB	Window Glaze	Garage and Living Room	2 Windows	No
	14-C	Window Glaze			1.75% Chrysotile Point Count

HM = Homogeneous Material

- Sample Locations are depicted on Figure 1 – Sample Location Diagram in **Attachment #2**.
- Photographs depicting conditions are included in **Attachment #3**.
- A complete copy of the asbestos laboratory analytical report is included in **Attachment #4**.
- A MIOSHA Guidance Sheet that discusses asbestos is included in **Attachment #6**.

C. Discussion

MET's July 24, 2023 asbestos surveys identified two regulated asbestos containing material (i.e. >1% Asbestos).

ACM That may become Friable/Damaged if not removed prior to renovation: Removal must be conducted prior to renovation by a licensed asbestos abatement contractor.

- HM#1: Drywall Joint Compound.
- HM#6: Linoleum 1 & Mastic – First floor bathroom.
- HM#7: 9" Floor Tile A & Mastic – Second floor Bedroom 5 (east room).
- HM#9: 9" Floor Tile – Second floor Bedroom 3 (west room).
- HM#14: Window Glaze – Garage window and Living Room window.

3.0 PAINT SURVEY

The paint survey was conducted to determine if painted surfaces contain lead or cadmium. Lead Based Paint or Cadmium Based Paint is defined as any paint capable of generating an airborne concentration above OSHA's Permissible exposure limit (PEL). Subsequently, any positive detection of lead or cadmium is subject to MIOSHA Regulations.

A. Description of Paint Survey

Representative paint chip samples were collected from 4 discrete surfaces. Sampling was conducted to ensure that a complete cross-section of the layered paint was collected. The samples were organized under homogeneous conditions; random samples of each homogeneous paint type were selected for analysis. The samples were submitted to a contract laboratory for analysis of lead and cadmium by Flame AAS (SW 846 3050B*/7000B).

B. Paint Survey Results

Paint ID #	SAMPLE DESCRIPTION	CADMIUM (PPM)	LEAD (PPM)
P1	Living Room - White	<25.0	40.6
P2	Bathroom - White	<25.0	<25.0
P3	Siding	<25.0	<25.0
P4	Exterior Trim - White	<25.0	<25.0

PPM = parts per million

- Sample Locations are depicted on Figure 1 – Sample Location Diagram in **Attachment #2**.
- A complete copy of the lead and cadmium laboratory analytical report is included in **Attachment #5**.
- A MIOSHA Guidance Sheet that discusses lead-based paint are included in **Attachment #7**.

C. Discussion

MET's July 24, 2023 paint survey identified elevated concentrations of lead in the one of the painted surfaces.

1. Provide renovation contractor(s) with a copy of this report and explain that disturbance of paint is subject to compliance with all applicable MIOSHA regulations (i.e., engineering controls, respirator use, air monitoring, etc.).
2. Manage the painted materials in a manner that reduces the potential for dust emissions and dust discharge (i.e., wetted, landfill disposal) to the surrounding surfaces and air.

4.0 OTHER HAZARDOUS MATERIALS

1. Thermostat: Room 1 (foyer, west living room) has a thermostat that contains mercury. The mercury switch will need to be removed prior to demolition and recycled properly.

5.0 CLOSING

Mackinac Environmental Technology, Inc. appreciates the opportunity to provide these consulting services. If you have any questions regarding this report, please do not hesitate to contact this office.

Sincerely,

Mackinac Environmental Technology, Inc.



Edward Radecki
Project Manager
Asbestos Inspector (#A30041)



Seth Monroe
Certified Lead Inspector – (P-08924)
Asbestos Inspector (#A59870)

ATTACHMENT #1

MICHIGAN DEPARTMENT OF
LABOR AND ECONOMIC OPPORTUNITY

<http://michigan.gov/miosha>

Individual Profile for MONROE, SETH D.

Name and Address

Name

MONROE, SETH D.

Address

3403 SOUTH REYNOLDS LANE
SAULT STE MARIE, MI 49785

License Information


Accreditation Type: Inspector

ID#: A59870

Status: Apprvd - Full

Expiration Date: 10/15/2023

Training Expiration Date: 8/17/2023

 [New Search \(/Individual/IndividualSearch\)](/Individual/IndividualSearch)

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[MI.gov \(http://www.michigan.gov\)](http://www.michigan.gov)

[Asbestos Program - Verify and Search \(/\)](#)

[Asbestos Program \(https://www.michigan.gov/asbestos\)](https://www.michigan.gov/asbestos)

[Policies \(http://www.michigan.gov/policies\)](http://www.michigan.gov/policies)



MODHHS



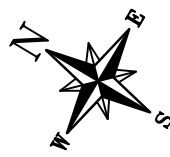
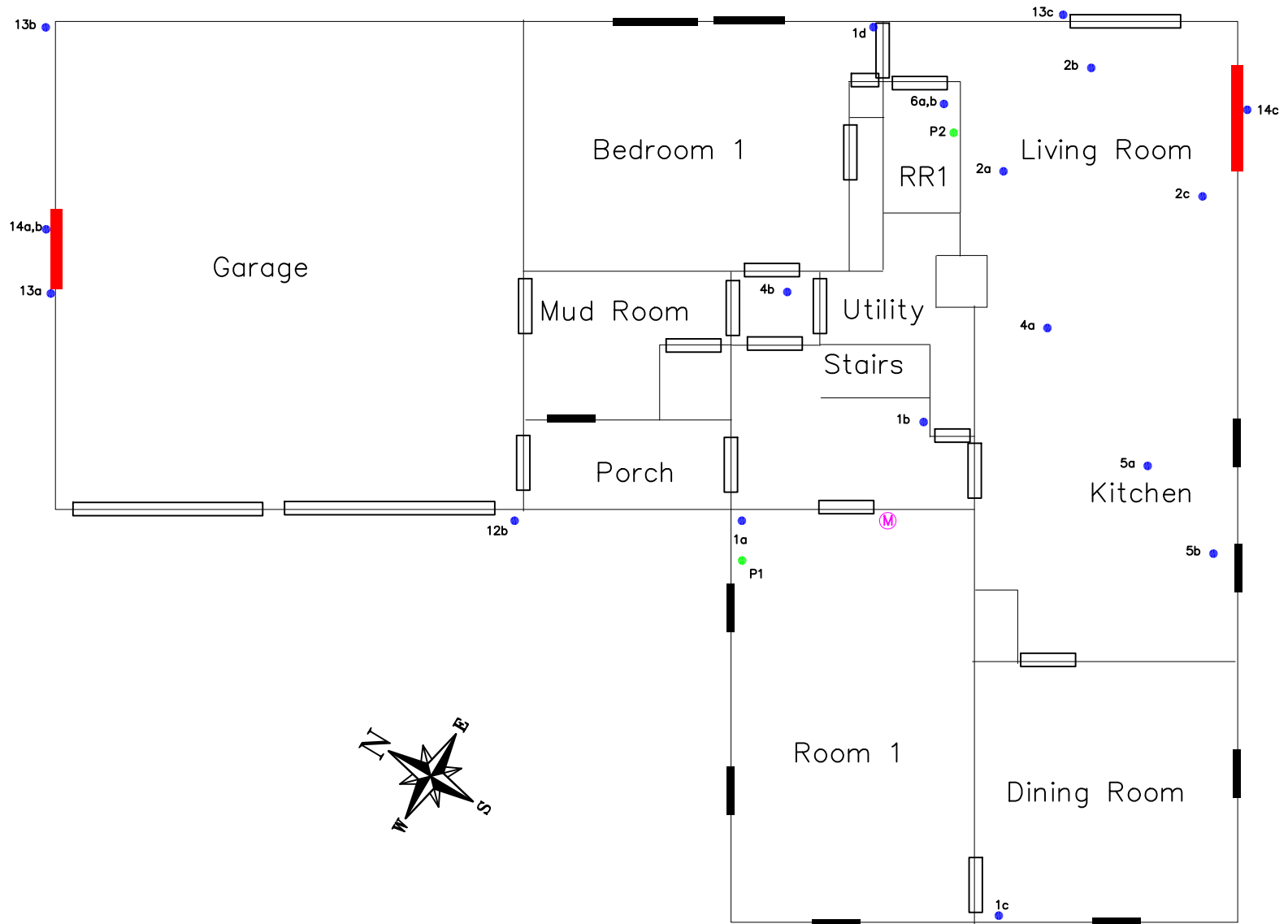
SETH MONROE
LEAD INSPECTOR/RISK ASSESSOR

P-008924


ANNUAL FEE DUE:		TRAINING & EXAM DUE:
03/31/24		03/31/25

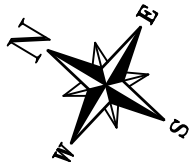
LEAD CERTIFICATION AND
COMPLIANCE ASSURANCE SECTION

ATTACHMENT #2

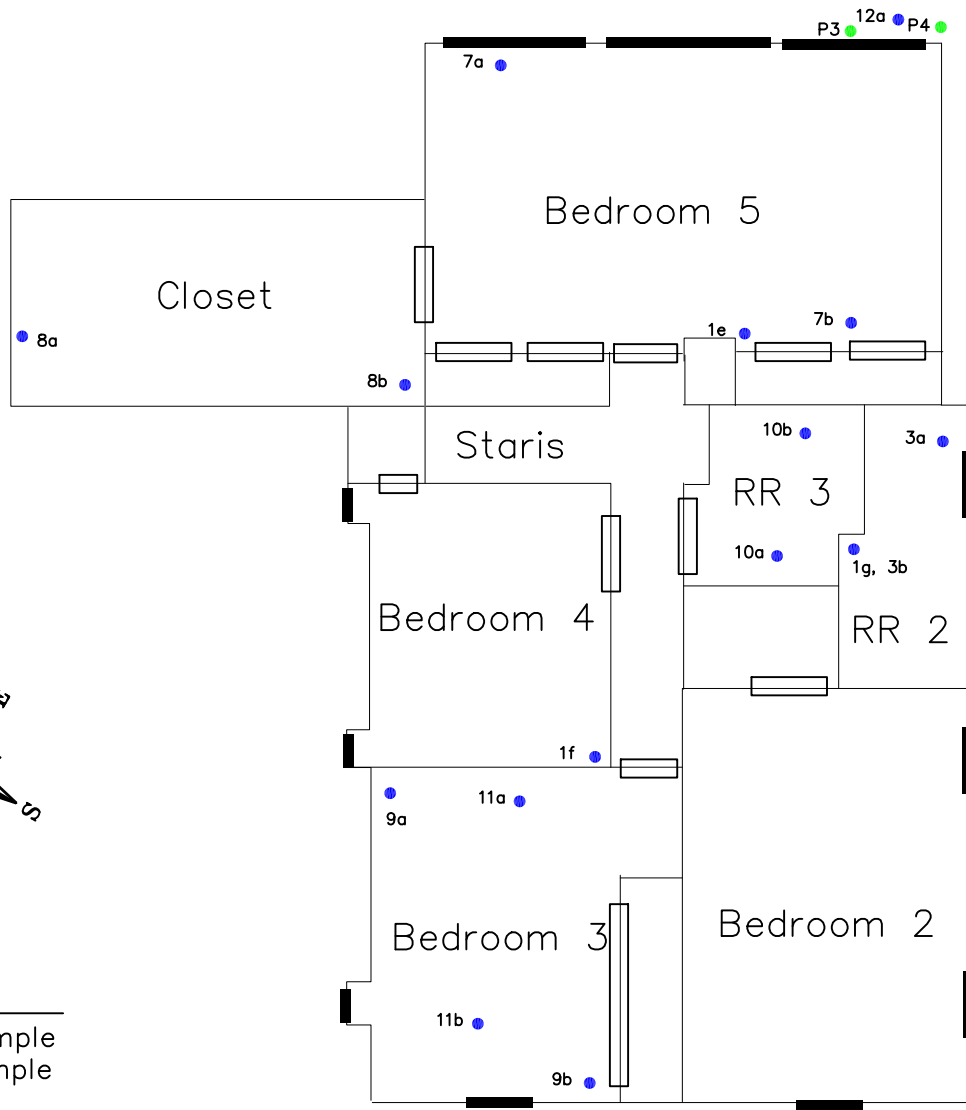


- 1 ● sacm sample
- P1 ● paint sample
- door
- ▬ window
- ▬ window with glazing (acm)
- Ⓜ thermostat w/mercury switch

485 S Meridian Cedarville, MI	M23-4001
SITE PLAN - First Floor	FIGURE 1
 MACKINAC ENVIRONMENTAL TECHNOLOGY, INC. <small>Environmental Consulting & Contracting</small>	
	07/24/23



- 1 ● sacm sample
- P1 ● paint sample
- door
- ▬ window
- ▬ window with glazing (acm)
- Ⓜ thermostat w/mercury switch



485 S Meridian Cedarville, MI	M23-4001
SITE PLAN – Second Floor	FIGURE 1
	07/24/23
 MACKINAC ENVIRONMENTAL TECHNOLOGY, INC. <i>Environmental Consulting & Contracting</i>	

ATTACHMENT #3

485 S MERIDIAN ST, CEDARVILLE, MICHIGAN
Photographs by S. Monroe (July, 24, 2023)

The House

More Photos of the House



1. West side - house



2. South side - house

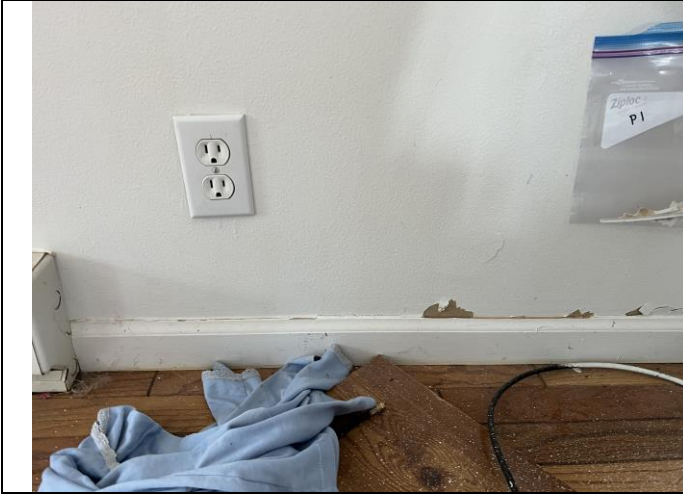


3. East side - house



4. East side - garage

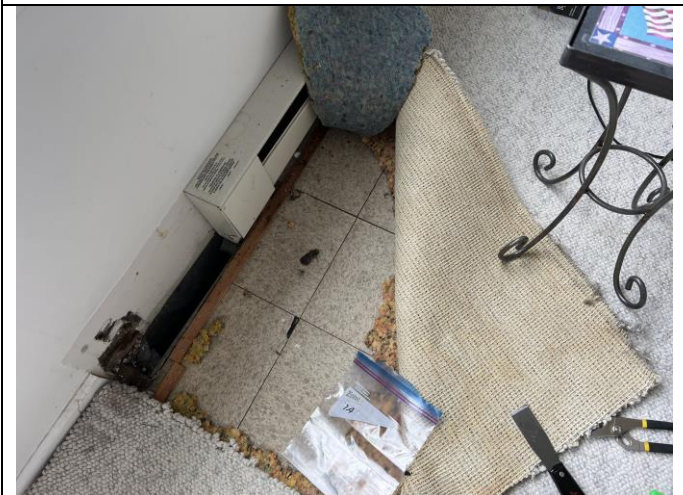
Material is Positive for Asbestos



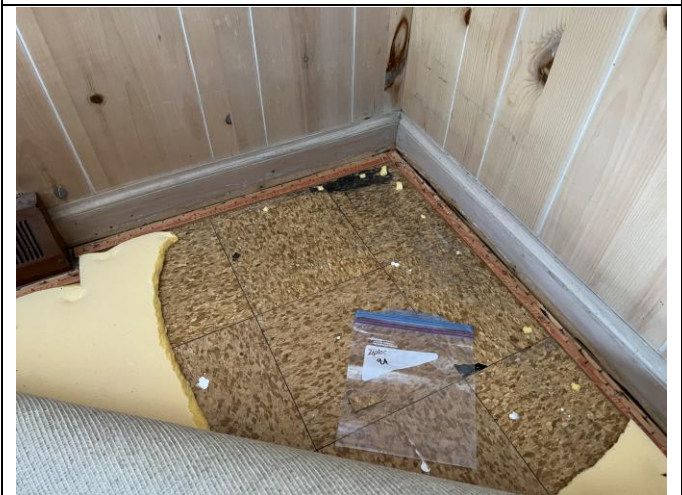
5. **HM#1:** Drywall Joint Compound (sample 1A was collected from the corner of the wall here)



6. **HM#6:** Linoleum 1 & Mastic



7. **HM#7:** 9" Floor Tile A & Mastic



8. **HM#9:** 9" Floor Tile B



9. **HM#14:** Window Glaze



10. **HM#14:** Window Glaze

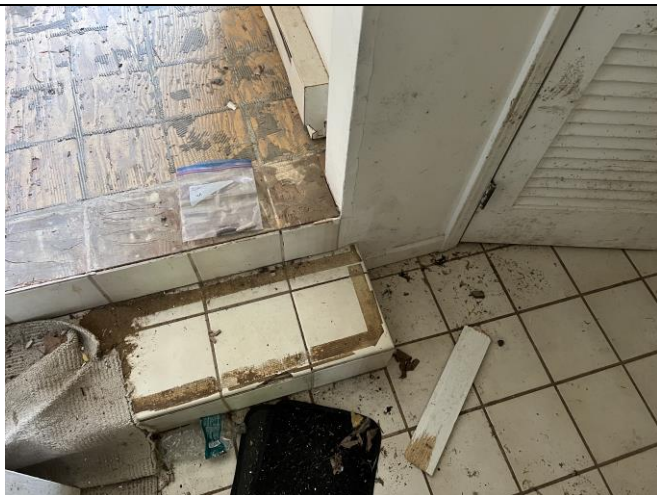
General Photos - Material is Negative for Asbestos



11. **HM#2:** Popcorn Ceiling



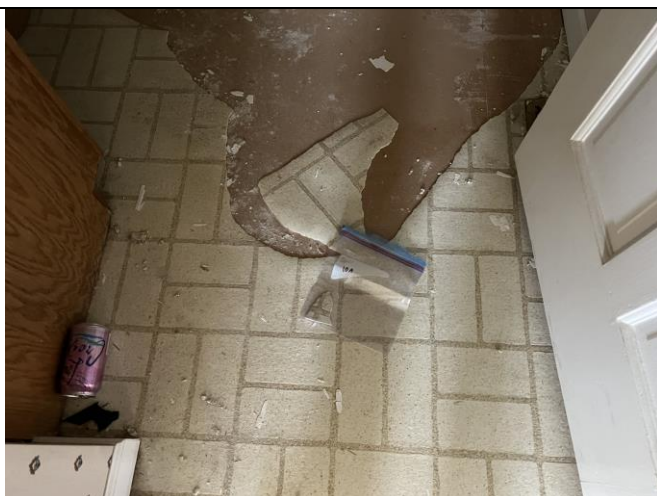
12. **HM#3:** Bathroom tile/grout/caulk



13. **HM#4:** 8" Tile & grout



14. **HM#8:** 12" Floor Tile A



15. **HM#10:** Linoleum 2



16. **HM#11:** Ceiling tile & mastic

General Photos - Material is Negative for Asbestos

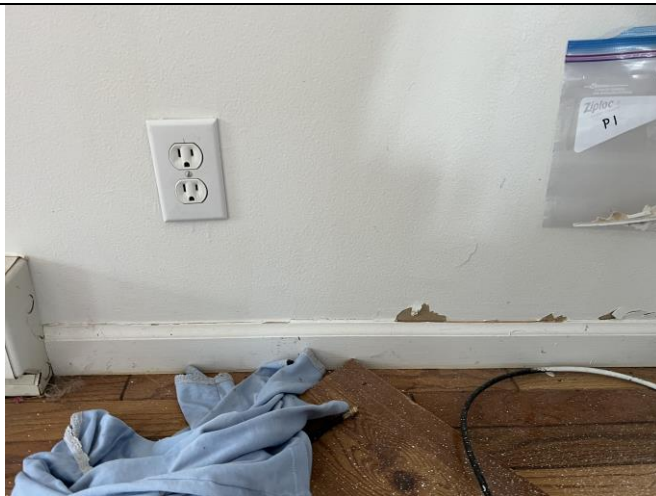


17. HM#12: Shingles



18. HM#13: Exterior Caulk

Lead Based Paint



1. P1: White interior paint



Non-Lead Based Paint



2. P2: White bathroom



3. P3: Siding Paint
4. P4: Exterior Trim

ATTACHMENT #4



The Identification Specialists

Analysis Report
prepared for
Mackinac Environmental Technology, Inc

Report Date: 7/31/2023

Project Name: 485 S Meridian

Project #: M23-4001

SanAir ID#: 23040166



NVLAP LAB CODE 200870-0

10501 Trade Court | North Chesterfield, Virginia 23236
888.895.1177 | 804.897.1177 | fax: 804.897.0070 | IAQ@SanAir.com | SanAir.com



SanAir ID Number
23040166
FINAL REPORT
7/31/2023 10:50:36 AM

Name: Mackinac Environmental Technology, Inc
Address: P.O. Box 485
St. Ignace, MI 49781
Phone: 906-643-9948

Project Number: M23-4001
P.O. Number:
Project Name: 485 S Meridian
Collected Date: 7/24/2023
Received Date: 7/25/2023 10:45:00 AM

Dear Monroe,

We at SanAir would like to thank you for the work you recently submitted. The 36 sample(s) were received on Tuesday, July 25, 2023 via UPS. The final report(s) is enclosed for the following sample(s): 1A, 1B, 1C, 1D, 1E, 1F, 1G, 2A, 2B, 2C, 3A, 3B, 4A, 4B, 5A, 5B, 6A, 6B, 7A, 7B, 8A, 8B, 9A, 9B, 10A, 10B, 11A, 11B, 12A, 12B, 13A, 13B, 13C, 14A, 14B, 14C.

These results only pertain to this job and should not be used in the interpretation of any other job. This report is only complete in its entirety. Refer to the listing below of the pages included in a complete final report.

Sincerely,

A handwritten signature in black ink that reads "Sandra Sobrino". The signature is fluid and cursive.

Sandra Sobrino
Asbestos & Materials Laboratory Manager
SanAir Technologies Laboratory

Final Report Includes:
- Cover Letter
- Analysis Pages
- Disclaimers and Additional Information

Sample conditions:
- 36 samples in Good condition.



SanAir ID Number
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 St. Ignace, MI 49781
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Project Number: M23-4001
P.O. Number:
Project Name: 485 S Meridian
Collected Date: 7/24/2023
Received Date: 7/25/2023 10:45:00 AM

Analyst: Magalis, Lane

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic	Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous	
1A / 23040166-001 Drywall, Drywall	Grey Non-Fibrous Homogeneous	5% Cellulose	95% Other	None Detected
1A / 23040166-001 Drywall, Joint Compound	Tan Non-Fibrous Homogeneous		98% Other	2% Chrysotile
1B / 23040166-002 Drywall, Drywall	Grey Non-Fibrous Homogeneous	5% Cellulose	95% Other	None Detected
1B / 23040166-002 Drywall, Joint Compound				Not Analyzed
1C / 23040166-003 Drywall, Drywall	Grey Non-Fibrous Homogeneous	5% Cellulose	95% Other	None Detected
1C / 23040166-003 Drywall, Joint Compound				Not Analyzed
1D / 23040166-004 Drywall, Drywall	Grey Non-Fibrous Homogeneous	5% Cellulose	95% Other	None Detected
1D / 23040166-004 Drywall, Joint Compound				Not Analyzed
1E / 23040166-005 Drywall, Drywall	Grey Non-Fibrous Homogeneous	5% Cellulose	95% Other	None Detected
1E / 23040166-005 Drywall, Joint Compound				Not Analyzed

Analyst:

Approved Signatory:

Analysis Date: 7/29/2023

Date: 7/31/2023



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 7/31/2023 10:50:36 AM

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Analyst: Magalis, Lane

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic	Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous	
1F / 23040166-006 Drywall, Drywall	Grey Non-Fibrous Homogeneous	5% Cellulose	95% Other	None Detected
1F / 23040166-006 Drywall, Joint Compound				Not Analyzed
1G / 23040166-007 Drywall, Drywall	Grey Non-Fibrous Homogeneous	5% Cellulose	95% Other	None Detected
1G / 23040166-007 Drywall, Joint Compound	White Non-Fibrous Homogeneous		100% Other	None Detected
2A / 23040166-008 Popcorn Ceiling	White Non-Fibrous Heterogeneous		100% Other	None Detected
2B / 23040166-009 Popcorn Ceiling	White Non-Fibrous Heterogeneous		100% Other	None Detected
2C / 23040166-010 Popcorn Ceiling	White Non-Fibrous Heterogeneous		100% Other	None Detected
3A / 23040166-011 Bathroom Tile/Grout/Caulk, Tile	White Non-Fibrous Homogeneous		100% Other	None Detected
3A / 23040166-011 Bathroom Tile/Grout/Caulk, Grout	Off-White Non-Fibrous Heterogeneous		100% Other	None Detected
3A / 23040166-011 Bathroom Tile/Grout/Caulk, Caulk	White Non-Fibrous Homogeneous		100% Other	None Detected

Analyst:

Approved Signatory:

Analysis Date: 7/29/2023

Date: 7/31/2023



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Analyst: Magalis, Lane

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic Components			Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous	
3B / 23040166-012 Bathroom Tile/Grout/Caulk, Tile	White Non-Fibrous Homogeneous		100% Other	None Detected
3B / 23040166-012 Bathroom Tile/Grout/Caulk, Grout	Off-White Non-Fibrous Heterogeneous		100% Other	None Detected
4A / 23040166-013 8" Tile & Grout, Tile	Beige Non-Fibrous Homogeneous		100% Other	None Detected
4A / 23040166-013 8" Tile & Grout, Grout	Brown Non-Fibrous Heterogeneous		100% Other	None Detected
4B / 23040166-014 8" Tile & Grout, Tile	Beige Non-Fibrous Homogeneous		100% Other	None Detected
4B / 23040166-014 8" Tile & Grout, Grout	Brown Non-Fibrous Heterogeneous		100% Other	None Detected
5A / 23040166-015 Countertop	White Non-Fibrous Heterogeneous	15% Cellulose	85% Other	None Detected
5B / 23040166-016 Countertop	White Non-Fibrous Heterogeneous	15% Cellulose	85% Other	None Detected
6A / 23040166-017 Linoleum 1, Mastic	Black Non-Fibrous Homogeneous		97% Other	3% Chrysotile
6A / 23040166-017 Linoleum 1, Linoleum	Beige Non-Fibrous Heterogeneous		85% Other	15% Chrysotile

Analyst:

Approved Signatory:

Analysis Date: 7/29/2023

Date: 7/31/2023



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Received Date: 7/25/2023 10:45:00 AM

Analyst: Magalis, Lane

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic	Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous	
6A / 23040166-017 Linoleum 1, Mastic	Yellow Non-Fibrous Homogeneous		100% Other	None Detected
6B / 23040166-018 Linoleum 1, Mastic				Not Analyzed
6B / 23040166-018 Linoleum 1, Linoleum				Not Analyzed
6B / 23040166-018 Linoleum 1, Mastic	Yellow Non-Fibrous Homogeneous		100% Other	None Detected
7A / 23040166-019 9" Floor Tile A, Tile	Beige Non-Fibrous Homogeneous		98% Other	2% Chrysotile
7A / 23040166-019 9" Floor Tile A, Mastic	Black Non-Fibrous Homogeneous		97% Other	3% Chrysotile
7B / 23040166-020 9" Floor Tile A, Tile				Not Analyzed
7B / 23040166-020 9" Floor Tile A, Mastic				Not Analyzed
8A / 23040166-021 12" Floor Tile A, Tile	White Non-Fibrous Homogeneous		100% Other	None Detected
8A / 23040166-021 12" Floor Tile A, Mastic	Yellow Non-Fibrous Homogeneous		100% Other	None Detected

Analyst:

Approved Signatory:

Analysis Date: 7/29/2023

Date: 7/31/2023



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Project Number: M23-4001
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Collected Date: 7/24/2023
Received Date: 7/25/2023 10:45:00 AM

Analyst: Magalis, Lane

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic	Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous	
8B / 23040166-022 12" Floor Tile A, Tile	White Non-Fibrous Homogeneous		100% Other	None Detected
8B / 23040166-022 12" Floor Tile A, Mastic	Yellow Non-Fibrous Homogeneous		100% Other	None Detected
9A / 23040166-023 9" Floor Tile B, Tile	Tan Non-Fibrous Homogeneous		97% Other	3% Chrysotile
9A / 23040166-023 9" Floor Tile B, Mastic	Black Non-Fibrous Homogeneous		100% Other	None Detected
9B / 23040166-024 9" Floor Tile B, Tile				Not Analyzed
9B / 23040166-024 9" Floor Tile B, Mastic	Black Non-Fibrous Homogeneous		100% Other	None Detected
10A / 23040166-025 Linoleum 2, Linoleum	Beige Non-Fibrous Heterogeneous		100% Other	None Detected
10A / 23040166-025 Linoleum 2, Mastic	White Non-Fibrous Heterogeneous		100% Other	None Detected
10B / 23040166-026 Linoleum 2, Linoleum	Beige Non-Fibrous Heterogeneous		100% Other	None Detected
10B / 23040166-026 Linoleum 2, Mastic	White Non-Fibrous Heterogeneous		100% Other	None Detected

Analyst:

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Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic	Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous	
11A / 23040166-027 Ceiling Tile/Mastic, Ceiling Tile	Brown Fibrous Homogeneous	95% Cellulose	5% Other	None Detected
11A / 23040166-027 Ceiling Tile/Mastic, Mastic	Brown Non-Fibrous Homogeneous		100% Other	None Detected
11B / 23040166-028 Ceiling Tile/Mastic, Ceiling Tile	Brown Fibrous Homogeneous	95% Cellulose	5% Other	None Detected
11B / 23040166-028 Ceiling Tile/Mastic, Mastic	Brown Non-Fibrous Homogeneous		100% Other	None Detected
12A / 23040166-029 Shingle, Shingle	Grey Non-Fibrous Heterogeneous	10% Glass	90% Other	None Detected
12A / 23040166-029 Shingle, Felt	Black Non-Fibrous Heterogeneous	25% Glass	75% Other	None Detected
12B / 23040166-030 Shingle, Shingle	Grey Non-Fibrous Heterogeneous	10% Glass	90% Other	None Detected
12B / 23040166-030 Shingle, Felt	Black Non-Fibrous Heterogeneous	25% Glass	75% Other	None Detected
13A / 23040166-031 Exterior Caulk	Grey Non-Fibrous Homogeneous		100% Other	None Detected
13B / 23040166-032 Exterior Caulk	Grey Non-Fibrous Homogeneous		100% Other	None Detected

Analyst:

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Analyst: Magalis, Lane

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic	Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous	
13C / 23040166-033 Exterior Caulk	Grey Non-Fibrous Homogeneous		100% Other	None Detected
14A / 23040166-034 Window Glaze	White Non-Fibrous Homogeneous		100% Other	None Detected
14B / 23040166-035 Window Glaze	Brown Non-Fibrous Heterogeneous	15% Cellulose	85% Other	None Detected
14C / 23040166-036 Window Glaze	Tan Non-Fibrous Heterogeneous		98% Other	2% Chrysotile

Analyst: 

Approved Signatory: 

Analysis Date: 7/29/2023

Date: 7/31/2023

Disclaimer

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NYELAP Disclaimer:

Polarized- light microscopy is not consistently reliable in detecting asbestos in floor covering and similar non-friable organically bound materials. Quantitative transmission electron microscopy is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing.

Asbestos Accreditations

National Voluntary Laboratory Accreditation Program (NVLAP) Lab Code 200870-0
City of Philadelphia Department of Public Health Air Management Services, Certification#ALL-460
Commonwealth of Pennsylvania Department of Environmental Protection Number 68-05397
California State Environmental Laboratory Accreditation Program Certificate Number 2915
Colorado Department of Public Health and Environment Registration Number AL-23143
Connecticut Department of Public Health Environmental Laboratory Registration Number PH-0105
Massachusetts Department of Labor Standards Asbestos Analytical Services License Number: AA000222
State of Maine Department of Environmental Protection License Number: LB-0075, LA-0084
New York State Department of Health Laboratory ID: 11983
State of Rhode Island Department of Health Certification No.: PCM00126, PLM00126, TEM00126
Texas Department of State Health Services License Number: 300440
Commonwealth of Virginia Department of Professional and Occupational Regulation Number: 3333000323
State of Washington Department of Ecology Laboratory ID: C989
State of West Virginia Bureau for Public Health Analytical Laboratory Number: LT000616
Vermont Department of Health License Number: Asb-Co-An-000006
Louisiana Department of Environmental Quality AI Number 212253, Certificate #05088



10501 Trade Ct., Suite 100
 N. Chesterfield, VA 23139
 804.897.1177 / 888.895.1177
 Fax 804.897.0070
 sanair.com

**Asbestos
 Chain of Custody**
 Form 140, Rev 4, 9/21/2021

SanAir ID Number
 23040166

Company: Mackinac Environmental Technology		Project #: M23-4001	Collected by: Monroe
Address: P.O. Box 485		Project Name: 485 S Meridian	Phone #: 906-643-9948
City, St., Zip: St. Ignace, MI 49781		Date Collected: 7-24-23	Fax #: 906-643-9977
State of Collection: MI	Account#: 2649	P.O. Number:	Email: met@sault.com

Bulk			Air			Soil		
ABB	PLM EPA 600/R-93/116	<input checked="" type="checkbox"/>	ABA	PCM NIOSH 7400	<input type="checkbox"/>	ABSE	PLM EPA 600/R-93/116 (Qual.)	<input type="checkbox"/>
	Positive Stop	<input checked="" type="checkbox"/>	ABA-2	OSHA w/ TWA*	<input type="checkbox"/>	Vermiculite & Soil		
ABEPA	PLM EPA 400 Point Count	<input type="checkbox"/>	ABTEM	TEM AHERA	<input type="checkbox"/>	ABSP	PLM CARB 435 (LOD <1%)	<input type="checkbox"/>
ABBIK	PLM EPA 1000 Point Count	<input type="checkbox"/>	ABATN	TEM NIOSH 7402	<input type="checkbox"/>	ABSP1	PLM CARB 435 (LOD 0.25%)	<input type="checkbox"/>
ABBEN	PLM EPA NOB**	<input type="checkbox"/>	ABT2	TEM Level II	<input type="checkbox"/>	ABSP2	PLM CARB 435 (LOD 0.1%)	<input type="checkbox"/>
ABBCH	TEM Chatfield**	<input type="checkbox"/>	Other:		<input type="checkbox"/>	Dust		
ABBTM	TEM EPA NOB**	<input type="checkbox"/>	New York ELAP			ABWA	TEM Wipe ASTM D-6480	<input type="checkbox"/>
ABQ	PLM Qualitative	<input type="checkbox"/>	ABEPA2	NY ELAP 198.1	<input type="checkbox"/>	ABDMV	TEM Microvac ASTM D-5755	<input type="checkbox"/>
			ABENY	NY ELAP 198.6 PLM NOB	<input type="checkbox"/>			
			ABBNY	NY ELAP 198.4 TEM NOB	<input type="checkbox"/>			
Water						Matrix	Other	
ABHE	EPA 100.2	<input type="checkbox"/>					<input type="checkbox"/>	

** Available on 24-hr. to 5-day TAT

Turn Around Times	3 HR (4 HR TEM) <input type="checkbox"/>	6 HR (8HR TEM) <input type="checkbox"/>	12 HR <input type="checkbox"/>	1 Day <input type="checkbox"/>
	<input checked="" type="checkbox"/> 2 Days	<input type="checkbox"/> 3 Days	<input type="checkbox"/> 4 Days	<input type="checkbox"/> 5 Days

Special Instructions

Sample #	Sample Identification/Location	Volume or Area	Sample Date	Flow Rate*	Start - Stop Time*
1 A	Drywell				
B					
C					
D					
E					
F					
G					
2 A	Popcorn Ceiling				
B					
C					
3 A	Bathroom Tile/Grout/caulk				
B					

Relinquished by	Date	Time	Received by	Date	Time
<i>[Signature]</i>	7-24-23	1600	IRM	7/25/23	10:45 am

If no technician is provided, then the primary contact for your account will be selected. Unless scheduled, the turnaround time for all samples received after 3 pm EST will be logged in the next business day. Weekend or holiday work must be scheduled ahead of time and is charged at 150% of the 3hr TAT or a minimum charge of \$150. A courier charge will be applied for same day and one-day turnaround times for offsite work. SanAir covers Ground and Next Day Air shipping. Shipments billed to SanAir with a faster shipping rate will result in additional charges.

2304066

Sample #	Sample Identification/Location	Volume or Area	Sample Date	Flow Rate*	Start - Stop Time*
4A	8" Tile & Grout				
B	1				
5A	Counter top				
B	1				
6A	linoleum 1				
B	1				
7A	9" Floor Tile A				
B	1				
8A	12" Floor Tile				
B	1				
9A	9" Floor Tile B				
B	1				
10A	linoleum 2				
B	1				
11A	Ceiling tile / mastic				
B	1				
12A	Shingle				
B	1				
13A	Exterior Caulk				
B	1				
C					
14A	Window Glaze				
B	1				
C					

Special Instructions

Relinquished by	Date	Time	Received by	Date	Time
<i>[Signature]</i>	7-24-23	1500	IKM	7/25/23	10:45a

If no technician is provided, then the primary contact for your account will be selected. Unless scheduled, the turnaround time for all samples received after 3 pm EST will be logged in the next business day. Weekend or holiday work must be scheduled ahead of time and is charged at 150% of the 3hr TAT or a minimum charge of \$150. A courier charge will be applied for same day and one-day turnaround times for offsite work. SanAir covers Ground and Next Day Air shipping. Shipments billed to SanAir with a faster shipping rate will result in additional charges. Page of 22



The Identification Specialists

Analysis Report
prepared for
Mackinac Environmental Technology, Inc

Report Date: 8/3/2023

Project Name: 485 S Meridian

Project #: M23-4001

SanAir ID#: 23041428



NVLAP LAB CODE 200870-0

10501 Trade Court | North Chesterfield, Virginia 23236
888.895.1177 | 804.897.1177 | fax: 804.897.0070 | IAQ@SanAir.com | SanAir.com



SanAir ID Number
23041428
FINAL REPORT
8/3/2023 1:39:57 PM

Name: Mackinac Environmental Technology, Inc
Address: P.O. Box 485
St. Ignace, MI 49781
Phone: 906-643-9948

Project Number: M23-4001
P.O. Number:
Project Name: 485 S Meridian
Collected Date: 7/24/2023
Received Date: 8/1/2023 8:30:00 AM

Dear Monroe,

We at SanAir would like to thank you for the work you recently submitted. The 2 sample(s) were received on Tuesday, August 01, 2023 via Fax or Email request. The final report(s) is enclosed for the following sample(s): 1, 14.

These results only pertain to this job and should not be used in the interpretation of any other job. This report is only complete in its entirety. Refer to the listing below of the pages included in a complete final report.

Sincerely,

A handwritten signature in black ink that reads "Sandra Sobrino".

Sandra Sobrino
Asbestos & Materials Laboratory Manager
SanAir Technologies Laboratory

Final Report Includes:

- Cover Letter
- Analysis Pages
- Disclaimers and Additional Information

Sample conditions:

- 2 samples in Good condition.



SanAir ID Number
23041428
 FINAL REPORT
 8/3/2023 1:39:57 PM


Name: Mackinac Environmental Technology, Inc
Address: P.O. Box 485
 St. Ignace, MI 49781
Phone: 906-643-9948

Project Number: M23-4001
P.O. Number:
Project Name: 485 S Meridian
Collected Date: 7/24/2023
Received Date: 8/1/2023 8:30:00 AM

Analyst: Magalis, Lane

Asbestos Bulk EPA PLM 400 Point Count

SanAir ID / Description	Stereoscopic	Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous	
1 / 23041428-001 Drywall/ Joint Compound	Tan Non-Fibrous Homogeneous		98.5% Other	1.5% Chrysotile
14 / 23041428-002 Window Glaze	Tan Non-Fibrous Homogeneous		98.25% Other	1.75% Chrysotile

Analyst: 

Approved Signatory: 

Analysis Date: 8/3/2023

Date: 8/3/2023

Disclaimer and Additional Information

400 Point Count Method EPA 600/R-93/116

EPA – 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples

EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

This report is the sole property of the client named on the SanAir Technologies Laboratory chain-of-custody (COC). Results in the report are confidential information intended only for the use by the customer listed on the COC. Neither results nor reports will be discussed with or released to any third party without our client's written permission. The final report shall not be reproduced except in full without written approval of the laboratory to assure that parts of the report are not taken out of context. This report and any information contained within shall not be edited, altered, or modified in any way by any persons or agencies receiving, viewing, distributing, or otherwise possessing a copy of this final report. The laboratory reserves the right to perform amendments to any finalized report, of which shall supersede and make obsolete any previous editions. Such changes, modifications, additions, or deletions shall be effective immediately upon notice thereof, which may be given by means including but not limited to posting on the SanAir client portal website, electronic or conventional mail, or by any other means. The information provided in this report applies only to the samples submitted and is relevant only for the date, time, and location of sampling. The accuracy of the results is dependent upon the client's sampling procedure, additions, exclusions, method deviations and information provided to the laboratory by the client. When client requires samples to be tested that deviates from a specific method or condition, all reported results may be affected by the deviation. SanAir assumes no responsibility for the sampling procedure and will provide evaluation reports based solely on the sample(s) in the condition in which they arrived at the laboratory and information provided by the client on the COC, such as: project number, project name, collection dates, purchase order number, special instructions, samples collected by, sample numbers, sample identifications, sample type, selected analysis type, flow rate, total volume or area, and start - stop times that may affect the validity of the results in this report. Samples were received in good condition unless otherwise noted. SanAir assumes no responsibility or liability for the manner in which the results are used or interpreted. This report does not constitute and shall not be used to claim product certification, approval, or endorsement by NVLAP, NIST, or any other U.S. governmental agencies and may not be accredited by every local, state, and federal regulatory agency. Samples are held for a period of 60 days.

Asbestos Accreditations

National Voluntary Laboratory Accreditation Program (NVLAP) Lab Code 200870-0
City of Philadelphia Department of Public Health Air Management Services, Certification#ALL-460
Commonwealth of Pennsylvania Department of Environmental Protection Number 68-05397
California State Environmental Laboratory Accreditation Program Certificate Number 2915
Colorado Department of Public Health and Environment Registration Number AL-23143
Connecticut Department of Public Health Environmental Laboratory Registration Number PH-0105
Massachusetts Department of Labor Standards Asbestos Analytical Services License Number: AA000222
State of Maine Department of Environmental Protection License Number: LB-0075, LA-0084
New York State Department of Health Laboratory ID: 11983
State of Rhode Island Department of Health Certification No.: PCM00126, PLM00126, TEM00126
Texas Department of State Health Services License Number: 300440
Commonwealth of Virginia Department of Professional and Occupational Regulation Number: 3333000323
State of Washington Department of Ecology Laboratory ID: C989
State of West Virginia Bureau for Public Health Analytical Laboratory Number: LT000616
Vermont Department of Health License Number: Asb-Co-An-000006
Louisiana Department of Environmental Quality AI Number 212253, Certificate #05088

Revision Date: 5/10/2023

23041428

Fw: Point Count Request

IAQ Forward <iaq@sanair.com>

Tue 8/1/2023 9:16 AM

To:AsbestosVA <AsbestosVA@sanair.com>;AsbestosOH <AsbestosOH@sanair.com>;Login <Login@sanair.com>

From: Mackinac Environmental <met@sault.com>

Sent: Tuesday, August 1, 2023 7:34 AM

To: IAQ Forward <iaq@sanair.com>

Subject: Re: Point Count Request

EXTERNAL EMAIL: DO NOT CLICK on links or attachments unless you recognize the sender and know the content is safe.

Two-day TAT

On Mon, Jul 31, 2023 at 4:30 PM IAQ Forward <iaq@sanair.com> wrote:

Good Afternoon,

What turn around time would you like for this request?

Respectfully,

Jamiel Dannouf
Customer Service Representative
SanAir Technologies Laboratory, Inc.
10501 Trade Court
N. Chesterfield, VA 23236
Phone 804-897-1177 Ext 206
Fax 804-897-0070
www.SanAir.com



The Identification Specialists

Asbestos, Lead & Metals, Microbiology, Legionella, Materials Science Testing



2018, 2019, 2020, and 2021 Winner of Top work places in Richmond *RMB*

JUL 31 2023 3:45pm

The information transmitted herewith is sensitive information intended only for use to the individual or entity to which it is addressed. If the reader of this message is not the intended recipient, you are hereby notified that any review, retransmission, dissemination, distribution, copying or other use of, or taking of any action in reliance upon, this

23041428

information is strictly prohibited. If you have received this communication in error, please contact the sender and delete the material from your computer.

From: Mackinac Environmental <met@sault.com>

Sent: Monday, July 31, 2023 3:42 PM

To: IAQ Forward <iaq@sanair.com>

Subject: Point Count Request

EXTERNAL EMAIL: DO NOT CLICK on links or attachments unless you recognize the sender and know the content is safe.

SanAir 23040166

Project # M23-4001

Project Name - 485 S Meridian

We would like the following samples to be ran for a point count:

1 - Drywall Joint compound

14 - Window Glaze

Thank you,
Seth Monroe
Mackinac Environmental Technology

RMB JUL 31 2023 3:45pm



10501 Trade Ct., Suite 100
 N. Chesterfield, VA 23139
 804.897.1177 / 888.895.1177
 Fax 804.897.0070
 sanair.com

Asbestos
 Chain of Custody
 Form 140, Rev 4, 9/21/2021

23041428

SanAir ID Number
~~23040106~~

Company: Mackinac Environmental Technology	Project #: M23-4001	Collected by: Monroe
Address: P.O. Box 485	Project Name: 485 S Meridian	Phone #: 906-643-9948
City, St., Zip: St. Ignace, MI 49781	Date Collected: 7-24-23	Fax #: 906-643-9977
State of Collection: MI Account#: 2649	P.O. Number:	Email: met@sault.com

Bulk		Air		Soil	
ABB	PLM EPA 600/R-93/116 <input checked="" type="checkbox"/>	ABA	PCM NIOSH 7400 <input type="checkbox"/>	ABSE	PLM EPA 600/R-93/116 (Qual.) <input type="checkbox"/>
	Positive Stop <input checked="" type="checkbox"/>	ABA-2	OSHA w/ TWA* <input type="checkbox"/>	Vermiculite & Soil	
ABEPA	PLM EPA 400 Point Count <input type="checkbox"/>	ABTEM	TEM AHERA <input type="checkbox"/>	ABSP	PLM CARB 435 (LOD <1%) <input type="checkbox"/>
ABBIK	PLM EPA 1000 Point Count <input type="checkbox"/>	ABATN	TEM NIOSH 7402 <input type="checkbox"/>	ABSP1	PLM CARB 435 (LOD 0.25%) <input type="checkbox"/>
ABBNEN	PLM EPA NOB** <input type="checkbox"/>	ABT2	TEM Level II <input type="checkbox"/>	ABSP2	PLM CARB 435 (LOD 0.1%) <input type="checkbox"/>
ABBCH	TEM Chatfield** <input type="checkbox"/>	Other:	<input type="checkbox"/>	Dust	
ABBTM	TEM EPA NOB** <input type="checkbox"/>	New York ELAP		ABWA	TEM Wipe ASTM D-6480 <input type="checkbox"/>
ABQ	PLM Qualitative <input type="checkbox"/>	ABEPA2	NY ELAP 198.1 <input type="checkbox"/>	ABDMV	TEM Microvac ASTM D-5755 <input type="checkbox"/>
** Available on 24-hr. to 5-day TAT		ABENY	NY ELAP 198.6 PLM NOB <input type="checkbox"/>	Matrix Other <input type="checkbox"/>	
Water		ABBNY	NY ELAP 198.4 TEM NOB <input type="checkbox"/>		
ABHE	EPA 100.2 <input type="checkbox"/>				

Turn Around Times	3 HR (4 HR TEM) <input type="checkbox"/>	6 HR (8HR TEM) <input type="checkbox"/>	12 HR <input type="checkbox"/>	1 Day <input type="checkbox"/>
	<input checked="" type="checkbox"/> 2 Days	<input type="checkbox"/> 3 Days	<input type="checkbox"/> 4 Days	<input type="checkbox"/> 5 Days

Special Instructions

Sample #	Sample Identification/Location	Volume or Area	Sample Date	Flow Rate*	Start - Stop Time*
1 A	Drywell				
B					
C					
D					
E					
F					
G					
2 A	Popcorn Ceiling				
B					
C					
3 A	Bathroom Tile/Grout/caulk				
B					

Relinquished by	Date	Time	Received by	Date	Time
<i>[Signature]</i>	7-24-23	1600	<i>[Signature]</i>	7/25/23	10:45 am

If no technician is provided, then the primary contact for your account will be selected. Unless scheduled, the turnaround time for all samples received after 3 pm EST will be logged in the next business day. Weekend or holiday work must be scheduled ahead of time and is charged at 150% of the 3hr TAT or a minimum charge of \$150. A courier charge will be applied for same day and one-day turnaround times for offsite work. SanAir covers Ground and Next Day Air shipping. Shipments billed to SanAir with a faster shipping rate will result in additional charges.

230414282304006

Sample #	Sample Identification/Location	Volume or Area	Sample Date	Flow Rate*	Start - Stop Time*
4A	8" Tile & Grout				
B	1				
5A	Counter top				
B	1				
6A	linoleum 1				
B	1				
7A	9" Floor Tile A				
B	1				
8A	12" Floor Tile				
B	1				
9A	9" Floor Tile B				
B	1				
10A	linoleum 2				
B	1				
11A	Ceiling tile / mastiz				
B	1				
12A	Shingle				
B	1				
13A	Exterior Caulk				
B	1				
C					
14A	Window Glaze				
B	1				
C					

Special Instructions

Relinquished by	Date	Time	Received by	Date	Time
<i>[Signature]</i>	7-24-23	1500	IKM	7/25/23	10:45a

If no technician is provided, then the primary contact for your account will be selected. Unless scheduled, the turnaround time for all samples received after 3 pm EST will be logged in the next business day. Weekend or holiday work must be scheduled ahead of time and is charged at 150% of the 3hr TAT or a minimum charge of \$150. A courier charge will be applied for same day and one-day turnaround times for offsite work. SanAir covers Ground and Next Day Air shipping. Shipments billed to SanAir with a faster shipping rate will result in additional charges. Page of 22

ATTACHMENT #5

SanAir Technologies Laboratory

Analysis Report

prepared for

**Mackinac Environmental
Technology, Inc**

**Report Date: 8/1/2023
Project Name: 485 S Meridian
Project #: M23-4001
SanAir ID#: 23040170**



NVLAP LAB CODE 200870-0



Certification # 652931



License # LAB0166



804.897.1177

www.sanair.com



SanAir Technologies Laboratory, Inc.

10501 Trade Ct., N. Chesterfield, VA 23236
804.897.1177 Toll Free: 888.895.1177 Fax: 804.897.0070
Web: <http://www.sanair.com> E-mail: iaq@sanair.com

Mackinac Environmental Technology, Inc
P.O. Box 485
St. Ignace, MI 49781

August 1, 2023

SanAir ID # 23040170
Project Name: 485 S Meridian
Project Number: M23-4001

Dear Monroe,

We at SanAir would like to thank you for the work you recently submitted. The 4 sample(s) were received on Tuesday, July 25, 2023 via UPS. The final report(s) is enclosed for the following sample (s): P1, P2, P3, P4.

These results only pertain to this job and should not be used in the interpretation of any other job. This report is only complete in its entirety. Refer to the listing below of the pages included in a complete final report.

Sincerely,

Abisola Kasali
Metals Laboratory Director
SanAir Technologies Laboratory

Final Report Includes:

- Cover Letter
- Analysis Pages
- Disclaimers and Additional Information

Sample Conditions:

4 sample(s) in Good condition



10501 Trade Ct.
 N. Chesterfield, VA 23236-3993
 804.897.1177 / 888.895.1177
 Fax 804.897.0070
 sanair.com

**Metals & Lead
 Chain of Custody**
 Form 70, Revision 11, 09/21/21

SanAir ID Number
 23040170

Company: Mackinac Environmental Technol	Project #: M23-4001	Phone #:
Address: P.O. Box 485	Project Name: 485 S Meridian	Phone #: 906-643-9948
City, St., Zip: St. Ignace, MI, 49781	Date Collected: 7-24-23	Fax #: 906-643-9977
Samples Collected By: Monroe	P.O. Number:	Email: met@sault.com
Account #: 2649	U.S. State Collected in: MI	Email:

Matrix Types

Metals Analysis Types

<input type="checkbox"/> Air (ug/m ³)	Total Concentration of Lead <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> ICP-total concentration of metals (please list metals): Cadmium
<input type="checkbox"/> Wipe (ug/ft ²)	Total Concentration of RCRA 8 Metals <input type="checkbox"/>	
<input checked="" type="checkbox"/> Paint <input type="checkbox"/> Soil <input type="checkbox"/> Bulk (ug/g or ppm)	TCLP for Lead <input type="checkbox"/>	
<input type="checkbox"/> Other:	TCLP for RCRA 8 Metals <input type="checkbox"/>	

Turn Around Time	Same Day <input type="checkbox"/>	1 Day <input type="checkbox"/>	2 days <input type="checkbox"/>	3 Days <input type="checkbox"/>
	<input type="checkbox"/> 4 Days	<input checked="" type="checkbox"/> Standard (5 day)	<input type="checkbox"/> Other Test:	

Sample #	Collection Date & Time	Sample Identification/Location	Flow Rate	Start Time	Stop Time	Volume (L) Area (Sq ft)
P1	7-24-23	Living Room				
P2		Bathroom				
P3		Siding				
P4		Trim				

Special Instructions

Relinquished by	Date	Time	Received by	Date	Time
<i>[Signature]</i>	7-24-23	1600	IRM	7/25/23	10:45am

If no technician is provided, then the primary contact for your account will be selected. Unless scheduled, the turnaround time for all samples received after 3 pm EST will be logged in the next business day. Weekend or holiday work must be scheduled ahead of time and is charged at 150% of the 3hr TAT or a minimum charge of \$150. A courier charge will be applied for same day and one-day turnaround times for offsite work. SanAir covers Ground and Next Day Air shipping. Shipments billed to SanAir with a faster shipping rate will result in additional charges.

Page 1 of 1



SanAir Technologies Laboratory, Inc.

10501 Trade Court, N. Chesterfield VA 23236
 804.897.1177 Toll Free 888.895.1177 Fax: 804.897.0070

www.sanair.com

email:iaq@sanair.com

SanAir ID Number
 23040170
 Final Report

Name: Mackinac Environmental Technology, Inc
Address: P.O. Box 485
 St. Ignace, MI 49781

Project Number: M23-4001
P.O. Number:
Project Name: 485 S Meridian

Collected Date: 7/24/2023
Received Date: 7/25/2023 10:45 AM
Report Date: 8/1/2023 3:30 PM
Analyst: Marti Baird

Analyte Requested: Paint: Cadmium (Cd), Lead (Pb)
Test Method: EPA M3050B /6010C

REPORT OF ANALYSIS

Lab Sample #	Field Sample #	Analyte	Sample Description	Results in ug/g	MRL ug/g
23040170-1	P1	Cadmium (Cd)	Living Room	<25.0	25.0
		Lead (Pb)		40.6	25.0
23040170-2	P2	Cadmium (Cd)	Bathroom	<25.0	25.0
		Lead (Pb)		<25.0	25.0
23040170-3	P3	Cadmium (Cd)	Siding	<25.0	25.0
		Lead (Pb)		<25.0	25.0
23040170-4	P4	Cadmium (Cd)	Trim	<25.0	25.0
		Lead (Pb)		<25.0	25.0

ug/g=ppm

MRL: Method Reporting Limit based on 0.1ug/g aliquot

Certification

Signature: *Marti Baird*
 Date: 7/27/2023

Reviewed: *Erin Fowler*
 Date: 8/1/2023

Disclaimer

SanAir Technologies Laboratory, Inc. participates in the Environmental Lead Accreditation Program (ELAP) administered by AIHA LAP, LLC (Laboratory ID LAP-162952). Refer to our accreditation certificate and scope on our website or www.aihaaccreditedlabs.org for an up to date list of the Fields of Testing for which we are accredited. SanAir also participates in the State of New York's DOH-ELAP (Lab Id 11983), and has met the EPA's NLLAP program standards. This report does not constitute nor shall be used by the client to claim product, process, system, or person certification, approval, or endorsement by AIHA LAP, LLC, NELAC, NIST, and/or any other U.S. governmental agencies; and test results in this report may not be accredited by every local, state or federal regulatory agency.

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LELAP Lab ID#05088

AIHA LAP, LLC Lab ID: LAP-162952

Commonwealth of VA Department of General Services DCLS, VELAP Laboratory ID#460251

New York State Department of Health Laboratory ID No: 11983

California State Environmental Laboratory Accreditation Program Certificate No: 2915

State of Connecticut Department of Public Health Environmental Laboratory Registration Number: PH-0105

Revision Date 2/16/2023

ATTACHMENT #6



MIOSHA Fact Sheet

Construction Safety & Health Division

Asbestos Exposure in Construction

Asbestos refers to a group of naturally occurring minerals that can separate into microscopic needlelike fibers. The most common forms are Chrysotile, Amosite, and Crocidolite. When released into the atmosphere, the size and shape of the fibers permits them to remain airborne for long periods of time and thus contaminate the environment.

If inhaled, the fibers can cause three specific asbestos-related diseases: Asbestosis (a fibrous scarring of the lungs), Lung Cancer, and Mesothelioma (a cancer of the lining of the chest or abdominal cavity). These diseases do not develop immediately after inhalation of asbestos fibers and typically have a latency period ranging from 15 to 40 years.

Asbestos has been used in more than 3,000 different products over the last 100 years primarily because of its chemical and fire resistant properties. Common products in buildings that contain asbestos include pipe insulation, asphalt, vinyl flooring materials, ceiling tile, spray-on fire proofing, boiler wrap insulation, wall/ceiling decorative plasters, fire doors, and old electrical wire insulation.

Building Owner and Employer/Contractor Responsibilities

The MIOSHA [Asbestos for General Industry Standard](#), Part 305, and the [Asbestos Standards for Construction](#), Part 602, both require pre-1981 building owners to conduct a thorough asbestos building survey. This survey must identify the presence, location and quantity of asbestos-containing material (ACM) and/or presumed asbestos-containing material (PACM) within the building. Pre-1981 materials presumed to contain asbestos include thermal system insulation (e.g., applied to pipes, fittings, boilers, breeching, tanks, ducts, or other structural components to prevent heat loss or gain) and surfacing material (e.g., sprayed, troweled-on, or otherwise applied to surfaces for acoustical, fireproofing, or other purposes). It also includes asphalt and vinyl flooring materials. The only way a contractor can rebut the designation of PACM is by having material sampling and laboratory analysis performed in accordance with Part 602, 1926.1101 (k)(5). Once the building has been determined to have ACM/PACM, a contractor working in the facility must assess whether their work may require them to disturb or remove these materials during renovation/demolition activities. If so, they must comply with applicable work practices and procedures in Part 602. Contractors removing or encapsulating friable ACM/PACM may require licensing under the Michigan Asbestos Abatement Contractor Licensing Act (Act 135, P.A. 1986, as amended).

How to Avoid Hazards

Pre-job planning is vital to a safe and healthy workplace. The following concerns must be addressed before work begins:

- Provide asbestos awareness training annually for all employees who may contact ACM/PACM. A key element of this training is to teach employees to recognize materials that may contain asbestos.
- Obtain a copy of the asbestos building survey prior to initiating work in the facility.
- Verify that all suspect ACM that employees will disturb has been tested and confirmed to be non-ACM (i.e., cross check with the asbestos building survey).
- Be aware of other contractors on-site and their work activities that may disturb ACM/PACM.

- Ensure that a Michigan licensed abatement contractor performs asbestos removal work with properly accredited employees.

Asbestos Regulations Summary

MIOSHA Regulations [Part 305](#) and [Part 602](#):

- Requires an asbestos building/facility inspection in pre-1981 buildings.
- Obligates the building/facility owner to notify immediate employees and contractors working in facility of asbestos building/facility survey results.
- If the building survey is not available, obligates contractors/employers to presume suspect materials contain asbestos until a proper rebuttal through material sampling/analysis is performed.
- Specifies required work practices, protective equipment and procedures for employees removing and/or disturbing ACM and/or PACM.
- Requires asbestos awareness training for employees who may contact but not disturb ACM and/or PACM. Training focuses on building materials that may contain asbestos to help assure that the building survey identified these materials and to prevent unintended disturbances.

[Michigan Public Act 135 of 1986](#) (as amended), Asbestos Abatement Contractor Licensing Act:

- Requires contractors removing or encapsulating friable ACM on another person's property to be a licensed Asbestos Abatement Contractor. Contractors that are Michigan licensed as plumbers, electricians, residential builders, residential maintenance and alteration contractors, or mechanical contractors are exempt from the asbestos abatement contractor licensing requirements if the asbestos abatement work they are performing is incidental to their primary licensed trade and does not exceed 260 linear feet or 160 square feet of friable material.
- Requires the contractor to provide a 10-day project notification to the Department of Licensing and Regulatory Affairs' (LARA) Asbestos Program for projects exceeding 10 linear feet or 15 square feet, or both, of friable asbestos materials.
- Requires contractors to perform clearance air monitoring at the completion of asbestos abatement projects involving a negative pressure enclosure.
- Authorizes penalties and fines for violations of the Act.
- Authorizes suspension, revocation, and denial of an asbestos abatement contractor's license.

[Michigan Public Act 440 of 1988](#) (as amended), Asbestos Workers Accreditation Act:

- Requires persons who perform asbestos-related work in schools, school buildings, and public and commercial buildings to be properly trained and accredited through the MIOSHA Asbestos Program, before performing the work (i.e., asbestos abatement workers, contractor/supervisors, building inspectors, management planners, and project designers).
- Requires trainers who train asbestos abatement workers, contractor/supervisors, building inspectors, management planners, and project designers in Michigan to be approved by the MIOSHA Asbestos Program before providing the training.
- Authorizes penalties and fines for violations of the Act.
- Authorizes the suspension, revocation, or denial of accreditation and trainer approval.

For further information concerning asbestos related issues, contractor licensing, or worker accreditation in the State of Michigan, please visit the [Asbestos Program website](#).

LARA is an equal opportunity employer/program.

Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.



Construction Safety and Health Division
7150 Harris Drive • P.O. BOX 30645 • LANSING, MICHIGAN 48909-8145
www.michigan.gov/miosha • (517) 322-1856
(Revised • 04/25/2011)



CSH Fact Sheet - #002

ATTACHMENT #7



MIOSHA Fact Sheet

Construction Safety & Health Division

Lead Exposure in Construction

Lead is a soft bluish-gray metal in its elemental state that is commonly found as an additive in many construction materials. Such materials include but are not limited to: paint, welding wire, solders used for soldering tinplate and copper pipe joints, tank linings and electrical conduit. The Consumer Product Safety Commission has banned the use of lead-based paint in residences. However, because lead-based paint inhibits the rusting and corrosion of iron and steel, lead continues to be used on bridges, railways, ships, lighthouses and other steel structures. Employee exposures to lead can occur during the demolition, or salvage of structures, during the removal or encapsulation of lead-containing materials, and during new construction, alteration, repair, or renovation of structures that contain lead or lead-containing materials.

Overexposures to lead are commonly found in the construction industry and are a significant cause of illness in the workplace. Exposure to lead can occur through inhalation (breathing), ingestion (eating), and in the case of certain organic lead compounds not covered by the construction standard, absorption through the skin. Employee exposure to lead can result in both acute (short term) and chronic (long term) health effects. Such health effects include insomnia, constipation, nausea, encephalopathy or damage to the central nervous system, anemia, and kidney disease. Exposure can also result in damage to both the male and female reproductive systems (e.g., decreased fertility, sterility, impotence, miscarriage, and still birth). If an employee does not receive proper medical treatment for these conditions, and the exposures to lead continue unchecked, these health effects can become permanent, and may even result in death.

Employer Responsibilities

The MIOSHA [Part 603 Lead Exposure in Construction Standard](#) applies to all construction work operations where an employee may be occupationally exposed to lead. Any employer who has a workplace or operation that is covered by the standard is required to initially determine if employees are exposed to lead at or in excess of the eight-hour Action Level of 30 ug/m^3 (micrograms per cubic meter of air). If the work operations include tasks such as spray painting with lead paint, or manual demolition of structures, manual sanding, heat gun applications, power tool cleaning, lead burning, rivet busting, abrasive blasting, welding, cutting, torch burning, cleanup activities where dry expendable abrasives are used or abrasive blasting enclosure movement and removal, where lead coatings or paint are present, the employer is required to provide the affected employees with appropriate interim protection (i.e., respiratory protection, personal protective clothing, change areas, hand washing facilities, biological monitoring, and training) until such time that employee exposures have been determined.

Many of the standard's provisions are triggered by the level of employee exposure to lead. Employee exposures that are at or in excess of the action level, but less than the eight-hour Permissible Exposure Limit (PEL) of 50 ug/m^3 , require that the employer implement routine air monitoring, medical surveillance, housekeeping, and training. Employee exposures in excess of the PEL require additional actions by the employer including, routine air monitoring, methods of complying with the PEL, the use of respiratory protection, the use of protective work clothing and equipment, housekeeping practices, hygiene facilities (i.e. change areas, shower and hand washing facilities, and eating facilities), medical surveillance and medical removal protection, employee information and training, warning signs, and record keeping.

Medical surveillance and medical removal protection is based on the blood lead level (BLL) measured in micrograms of lead per deciliter of blood ($\mu\text{g}/\text{dL}$). New MIOSHA rules (effective December 11, 2018) require that employees be removed from lead exposure when their BLL reaches 30 $\mu\text{g}/\text{dL}$ and may not return to work involving lead exposure until their BLL is below 15 $\mu\text{g}/\text{dL}$. Former MIOSHA rules allowed workers to have BLLs of 50 $\mu\text{g}/\text{dL}$ before they had to be removed from lead exposure. Under the former rules, workers could return to work when their BLL was below 40 $\mu\text{g}/\text{dL}$. The average BLL in the general population is 1.12 $\mu\text{g}/\text{dL}$.

How to Avoid Hazards

When employees are exposed above the PEL, the employer must develop a compliance program that includes engineering and work practice controls. The best way to prevent over-exposure to lead is to install and maintain engineering controls to eliminate or reduce the hazard. Examples of engineering and other controls include:

- Conduct bulk material analysis to determine if lead is present.
- Provide interim protection until air monitoring determines exposure levels.
- Use exhaust ventilation and dust collection systems. For example, power tools used for grinding surfaces coated with lead containing paint can be equipped with dust collection systems. Use local exhaust ventilation where feasible.
- Do not dry sweep or use compressed air to clean work areas contaminated with lead materials; use wet methods or a vacuum equipped with a high efficiency particulate (HEPA) filter.
- Comply with all requirements of Part 603 with regard to air monitoring, compliance program, use of protective work clothing and equipment, housekeeping, hygiene facilities, medical surveillance and medical removal protection, employee information and training, warning signs, and record keeping.
- If engineering and work practice controls cannot be used or do not reduce exposure to an acceptable level, then the employer must provide respiratory protection. The type of respiratory protection required is based on the level of exposure determined by air monitoring. The minimum recommended respirator required is a half mask, air-purifying respirator with HEPA filters. Remember, the employer must then implement a respiratory protection program as required by MIOSHA Part 451, Respiratory Protection.
- If respirators are used to protect employees, then a regulated area should be established to prevent unprotected employees from entering the exposure area.

For additional information regarding the hazards of lead and the measures that can be implemented to protect employees from exposure, you can visit the following web sites at:

[OSHA, Safety and Health Topics, Construction - Lead](#)
[NIOSH, Preventing Lead Poisoning in Construction Workers](#)
[NIOSH, Protecting Workers Exposed to Lead-Based Paint Hazards](#)

LARA is an equal opportunity employer/program.

Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.



CONSTRUCTION SAFETY AND HEALTH DIVISION
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(Revised 02/01/2019)



CSH Fact Sheet - #012



MIOSHA Fact Sheet

Construction Safety & Health Division

Cadmium Exposure in Construction, General Industry, & Agriculture

MIOSHA, Part 309, Cadmium applies to construction, and general industry/ agricultural operations. Some of the rules and sub rules apply only to one area or the other. *Therefore, a careful review of the standard is necessary.* The following requirements apply to both areas unless otherwise designated.

Cadmium is a toxic metal commonly found in both manufacturing and construction workplaces. In its elemental form, cadmium is either a blue-white metal or a grayish-white powder found in lead, copper, and zinc sulfide ores. Due to its low permissible exposure limit (PEL), overexposures may occur even in situations where only trace quantities of cadmium are found.

Cadmium is found in some industrial paints and may represent a hazard when sprayed. Operations involving removal of cadmium paints by scraping or abrasive blasting may also pose a significant hazard. Cadmium emits a characteristic brown fume (CdO) upon heating, which is relatively non-irritating, and thus does not alarm the exposed individual.

A primary use of cadmium is as an anti-corrosive. It may be found in anti-fouling or anti-rust paints and is sometimes electroplated onto steel, nuts, bolts and rivets. Cadmium may also serve as an electrode component in alkaline batteries and may be used in alloys, silver solders and welding. Welding on cadmium-containing alloys or working with silver solders containing cadmium can unsuspectingly cause acute illness.

When paint chip samples are submitted to the MIOSHA laboratory for lead analysis, a multiple metal-scan that includes analysis for cadmium is performed. If cadmium is detectable, the applicable rules of Part 309, Cadmium must be addressed.

Health Effects:

Acute (short term)— Metal fume fever may result from acute exposure with flu-like symptoms of weakness, fever, headache, chills, sweating and muscular pain. Acute pulmonary edema usually develops within 24 hours and reaches a maximum by three days. If death from asphyxia does not occur, symptoms may resolve within a week.

Chronic (long term) — the most serious consequence of chronic cadmium poisoning is cancer (lung and prostate). The first observed chronic effect is generally kidney damage, manifested by excretion of excessive (low molecular weight) protein in the urine. Cadmium also is believed to cause pulmonary emphysema and bone disease (osteomalacia and osteoporosis). Cadmium exposure may also cause anemia, teeth discoloration and loss of smell (anosmia).

Employer Responsibilities:

Manufacturing operations that use or produce materials or products containing cadmium must assess exposure to cadmium. Construction or maintenance activities that may result in exposure to cadmium include, but are not

limited to, demolition, renovation and salvaging structures where cadmium or cadmium-containing materials are present; cutting, brazing, grinding, or welding on surfaces that are painted or coated with cadmium-containing compounds; and transporting, storing, and disposing of cadmium or cadmium-containing materials on site or location at which construction activities are performed.

Following are requirements of Part 309; many are triggered by the level of employee exposure to cadmium:

- An employer whose workplace or work operation involves cadmium in any way must determine if any employee may be exposed to cadmium at or above the Action Level (AL) of 2.5 micrograms per cubic meter of air ($\mu\text{g}/\text{m}^3$). An employer must identify which employees potentially are exposed to cadmium at or above the AL and must conduct exposure monitoring to determine what the exposure levels are.
- *In construction*, before performing work where employees may be exposed to cadmium, an employer must establish the applicability of the rules by determining whether cadmium is present in the workplace. The employer must designate a competent person to make this determination. A “competent person” means a person who is designated by an employer to act on the employer’s behalf, who is capable of identifying existing and potential cadmium hazards in the workplace and the proper methods to control the hazards to protect workers, and who has the authority necessary to take prompt corrective measures to eliminate or control such hazards.
- All employees who may be exposed to cadmium must be provided training in accordance with the standard.
- When employee exposures are determined to be at or in excess of the AL, the employer must implement periodic air monitoring [see Part 309, Rule 5 (5) & (6)].
- Employee exposures in excess of the PEL of 5 $\mu\text{g}/\text{m}^3$ require additional actions including, the establishment of regulated areas with warning signs, the application of engineering and work practice controls, the implementation of a written compliance program, the use of respiratory protection, the use of protective work clothing and equipment, and the use of hygiene facilities (i.e., change areas, shower and hand washing facilities, and eating facilities).
- Medical surveillance is required for employees exposed above the AL for 30 or more days per year.
- *In construction*, Part 309, Rule 18 delineates additional requirements for medical monitoring for employees who perform any of the tasks specified in Rule 18(2)(b)(i-ix) for 30 or more days during a 12 consecutive month period.

How to Avoid Hazards

When employees are exposed above the PEL, the employer must develop a compliance program that includes engineering and work practice controls. The best way to prevent over-exposure to cadmium is to install and maintain engineering controls to eliminate or reduce the hazard. Examples of engineering and other controls include:

- Conduct bulk material analysis to determine if cadmium is present.
- Provide interim protection (i.e., respirator and protective equipment, gloves, coveralls, etc.) until air monitoring determines exposure levels.
- Use exhaust ventilation and dust collection systems. For example, power tools used for grinding surfaces coated with cadmium containing paint can be equipped with localized exhaust ventilation dust collection systems.
- Do not dry sweep or use compressed air to clean work areas contaminated with cadmium materials; use wet methods or a vacuum equipped with a high efficiency particulate (HEPA) filter.

- Comply with all requirements of Part 309 with regard to air monitoring, regulated areas, compliance program, use of protective work clothing and equipment, housekeeping, hygiene facilities, medical surveillance and medical removal protection, employee information and training, warning signs, and record keeping.
- If engineering and work practice controls are not effective in reducing exposure to an acceptable level, then the employer must provide respiratory protection. The type of respiratory protection required is based on the level of exposure determined by air monitoring. The minimum respirator required is a half mask, air-purifying respirator with HEPA filters. When respirators are used, the employer must then implement a respiratory protection program as required by **MIOSHA Part 451, Respiratory Protection**.

For additional information regarding the hazards of Cadmium, please contact the Construction Safety and Health Division at 517-322-1856, the General Industry Safety & Health Division at 517-322-1831, or the Consultation Education and Training Division at 517-322-1809. MIOSHA Standards can be viewed on the MIOSHA website at www.michigan.gov/mioshastandards.

Additional information regarding the hazards of cadmium and measures that can be implemented to protect employees is available on the following web sites:

<http://www.osha.gov/doc/outreachtraining/htmlfiles/cadmium.html>
<http://www.cdc.gov/niosh/topics/cadmium>

LARA is an equal opportunity employer/program.

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Construction Safety and Health Division
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(Revised • 04/25/2011)



**SECTION 00 5000
CONTRACTING FORMS**

DEMOLITION OF EXISTING
SINGLE FAMILY RESIDENCE
GREAT LAKES BOAT BUILDING SCHOOL
Project #520414

00 5000 - 1



AIA® Document A701™ – 2018

Instructions to Bidders

for the following Project:

(Name, location, and detailed description)

Demolition of Single Family Residence at Great Lakes Boat Building School

THE OWNER:

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

Great Lakes Boat Building School

THE ARCHITECT:

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

Sidock Group, Inc.
757 S Wisconsin
Gaylord, MI 49735

TABLE OF ARTICLES

- 1 DEFINITIONS
- 2 BIDDER'S REPRESENTATIONS
- 3 BIDDING DOCUMENTS
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- 6 POST-BID INFORMATION
- 7 PERFORMANCE BOND AND PAYMENT BOND
- 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

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

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3 Substitutions

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

§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

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

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter “No Change” or as required by the bid form.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder’s refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent’s authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:

(Insert the form and amount of bid security.)

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning _____ days after the opening of Bids, withdraw its Bid and request the return of its bid security.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

§ 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:

(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 6.2 Owner's Financial Capability

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)

§ 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 three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013.)

.5 Drawings

Number	Title	Date
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.6 Specifications

Section	Title	Date	Pages
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.7 Addenda:

Number	Date	Pages
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.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017.)

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.9 Other documents listed below:

(List here any additional documents that are intended to form part of the Proposed Contract Documents.)

AIA[®] Document A101[™] - 2017

*Standard Form of Agreement Between Owner and Contractor
where the basis of payment is a Stipulated Sum*

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

BETWEEN the Owner:

Great Lakes Boat Building School

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

for the following Project:

Demolition of Single Family Residence at Great Lakes Boat Building School

The Architect:

**Sidock Group, Inc.
757 S Wisconsin
Gaylord, MI 49735**

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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

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

§ 3.3 Substantial Completion

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

(Check one of the following boxes and complete the necessary information.)

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

[« »] By the following date: « »

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

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be « » (\$ « »), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

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

Item	Price

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

Item	Price	Conditions for Acceptance

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

Item	Price

§ 4.4 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

« »

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

« »

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the « » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the « » day of the « » month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than « » (« ») days after the Architect receives the Application for Payment.

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

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

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

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

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

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

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

« »

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

<< >>

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

<< >>

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

<< >>

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 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.

§ 5.2 Final Payment

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

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

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

<< >>

§ 5.3 Interest

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

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

<< >> % << >>

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

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§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other (Specify)

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

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

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

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

§ 8.3 The Contractor’s representative:

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

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format 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.)

« »

§ 8.7 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

« »

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages

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

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

<< >>

[<< >>] The Sustainability Plan:

Title	Date	Pages

[<< >>] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

<< >>

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

OWNER (Signature)

<< >><< >>

(Printed name and title)

CONTRACTOR (Signature)

<< >><< >>

(Printed name and title)



AIA[®] Document A101[®] – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the _____ day of _____ in the year _____
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

THE OWNER:
(Name, legal status and address)

THE CONTRACTOR:
(Name, legal status and address)

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

This document is intended to be used in conjunction with AIA Document A201[®]–2017, General Conditions of the Contract for Construction. Article 11 of A201[®]–2017 contains additional insurance provisions.

TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201[™]–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

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

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's

property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Cause of Loss	Sub-Limit
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§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect’s and Contractor’s services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit
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§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner’s occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, “all-risks” property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- § A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
- § A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
- § A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
- § A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
- § A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
- § A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
- § A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

- § A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.
(Indicate applicable limits of coverage or other conditions in the fill point below.)

- § A.2.5.2 Other Insurance
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 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, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to, or destruction of, tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the work involves such hazards.
- .11 Claims related to explosion, collapse, and underground hazards, where the Work involves such hazards.

§ A.3.2.3 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 along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than _____ (\$) each accident, _____ (\$) each employee, and _____ (\$) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than _____ (\$) per claim and _____ (\$) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than _____ (\$) per claim and _____ (\$) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than _____ (\$) per claim and _____ (\$) in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than _____ (\$) per claim and _____ (\$) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than _____ (\$) per claim and _____ (\$) in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- § A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below.

(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

- § A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than _____ (\$__) per claim and _____ (\$__) in the aggregate, for Work within fifty (50) feet of railroad property.
- § A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than _____ (\$__) per claim and _____ (\$__) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- § A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
- § A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.
- § A.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

§ A.3.4 Performance Bond and Payment Bond

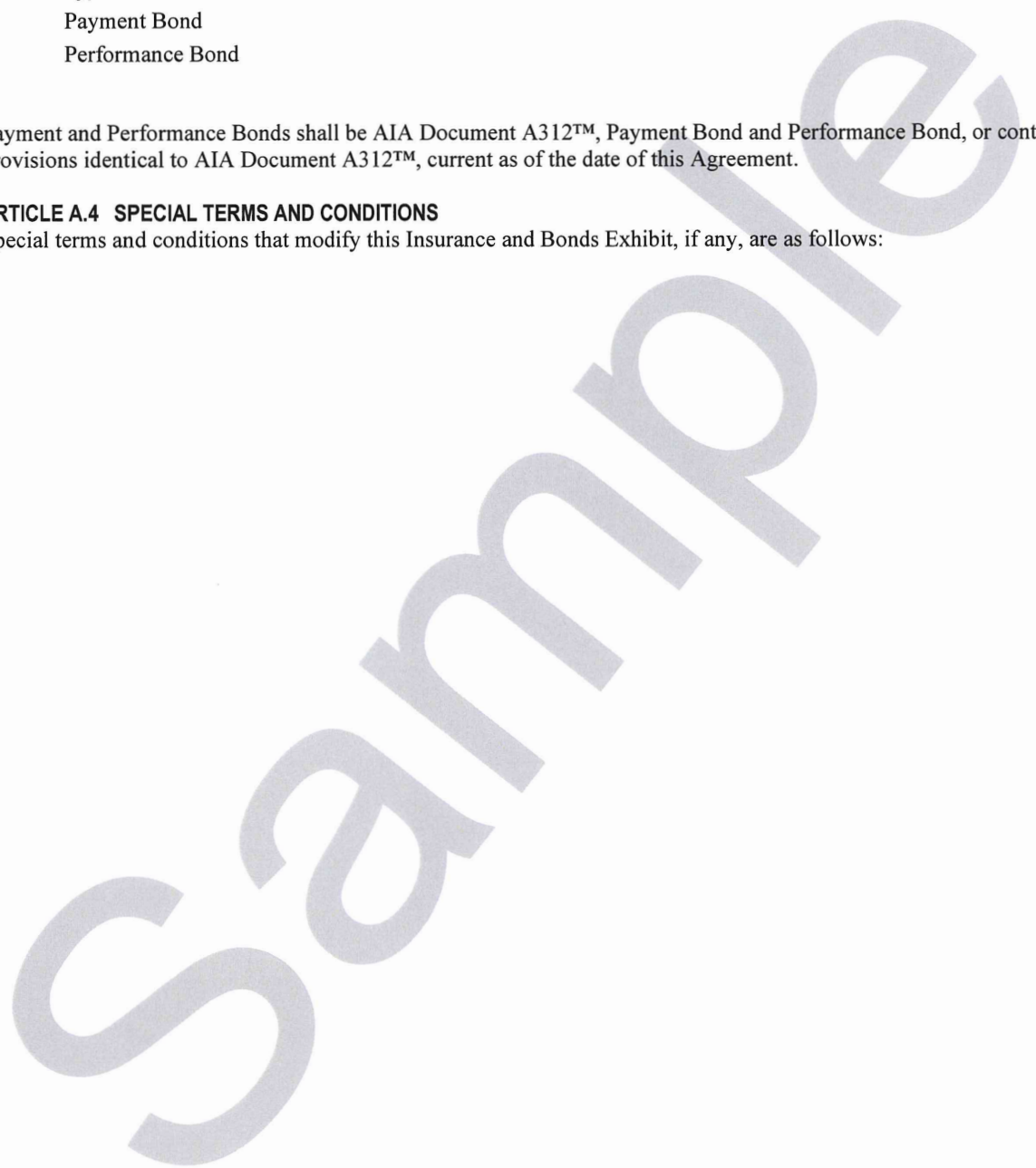
The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	
Performance Bond	

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:





AIA[®]

Document A312[™] – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT
Date:

Amount:

Description:
(Name and location)

BOND
Date:
(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL **SURETY**
Company: *(Corporate Seal)* Company: *(Corporate Seal)*

Signature: _____ Signature: _____
Name Name
and Title: and Title:
(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)
AGENT or BROKER: **OWNER'S REPRESENTATIVE:**
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

Sample

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title:

Address

Signature: _____

Name and Title:

Address

AIA® Document A201® - 2017

General Conditions of the Contract for Construction

for the following PROJECT:

Demolition of Single Family Residence at Great Lakes Boat Building School

THE OWNER:

Great Lakes Boat Building School

THE ARCHITECT:

Sidock Group, Inc.
757 S. Wisconsin Ave.
Gaylord, MI 49735

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14	TERMINATION OR SUSPENSION OF THE CONTRACT
15	CLAIMS AND DISPUTES

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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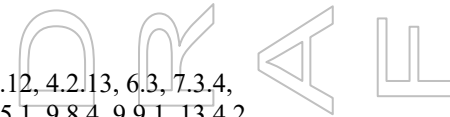
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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or

relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

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

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

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

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

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

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as

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

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and

similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

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

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

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

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in

number and means a Subcontractor or an authorized representative of the Subcontractor. The term “Subcontractor” does not include a Separate Contractor or the subcontractors of a Separate Contractor.

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

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

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

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

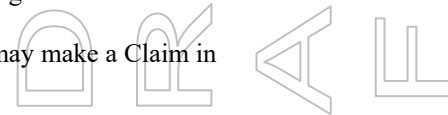
- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed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

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

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

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



§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

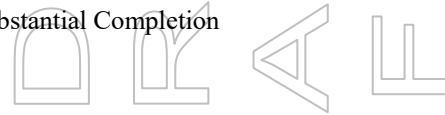
§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

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

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

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



§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

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

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

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

§ 9.4 Certificates for Payment

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

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

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

- .1 defective Work not remedied;
 - .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
 - .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
 - .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
 - .5 damage to the Owner or a Separate Contractor;
 - .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- or

.7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

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

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

§ 9.6 Progress Payments

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

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

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

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

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

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

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

- .1 employees on the Work and other persons who may be affected thereby;

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

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

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

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

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed

by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

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

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

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

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the

procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

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

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

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

§ 11.3 Waivers of Subrogation

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

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

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

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

§11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

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

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

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

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

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

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract

Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work

properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

§ 15.2 Initial Decision

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

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

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

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

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

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

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party

provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

**SECTION 00 5000
CONTRACTING FORMS**

END OF SECTION