



Notice of Board of Education Regular Board Meeting LivingstonESA Education Center

1425 West Grand River, Howell, MI 48843

May 8, 2024

6:00 p.m.

LESA Board Minutes are located at the LESA Education Center, 1425 W. Grand River, Howell, MI 48843, 517-546-5550.

This meeting is a meeting of the Board of Education in public for the purpose of conducting the Agency's business and is not to be considered a public community meeting. There is a time for public participation during the meeting as indicated in the agenda.

Upon request to the Superintendent, the Agency shall make reasonable accommodation for a person with disabilities to be able to participate in this meeting.

WELCOME!

The Livingston Educational Service Agency (LESA) Board of Education encourages parents, students, staff members, community members, and other interested parties to attend Board meetings. The Board represents the public and makes decisions regarding the educational practices of LESA.

THE BOARD OF EDUCATION

The Board of Education is elected biennially on the first Monday in June by a body composed of one representative of the board of each constituent district. The Board is made up of five members, each elected for a six-year term. These terms are staggered to ensure that there will always be experienced individuals serving on the Board. Board members elect a president, vice-president, secretary, treasurer, and trustee for one-year terms at their Organizational Meeting. The regular meeting dates for the remainder of the year are also set at the Organizational Meeting.

SUPERINTENDENT OF SCHOOLS

The Superintendent is appointed by the Board as its chief administrative officer. The Board delegates to the Superintendent the authority, and charges him/her with the responsibility to implement its policies; to establish necessary procedures and regulations to carry out its policies; and conduct the active administration of its educational programs. The Superintendent also acts as advisor to the Board and keeps board members informed of the needs and progress of the LESA and its constituent districts.

BOARD MEETINGS

Regular and special meetings of the Board of Education are open to the public and the news media. The Board of Education can act officially only at a public meeting when there are three or more members present. No member of the Board has the authority to act in the name of the Board outside of a legally constituted meeting.

The Board of Education may recess a regular or special meeting to meet privately in executive session to discuss only those matters permitted by statute. No official action may be taken in executive session.

THE ORDER OF BUSINESS

The order of business for all official meetings of the Board of Education shall be as follows:

1. Call to Order
 - A. Pledge of Allegiance
 - B. Roll Call
 - C. Approval of Agenda
2. Call to the Public and Correspondence
3. Consent Agenda Approval
 - A. Superintendent's Recommendations
 - B. Personnel Board Report
 - C. Financial Reports
 - D. Minutes
 - E. Superintendent's Reimbursement of Expenses (Quarterly)
4. Special Presentation(s)
5. Information Items
6. Action Items
7. Reports
 - A. Superintendent's Report
8. Board Discussion
9. Adjournment

Any person may address the Board under the agenda item "Call to the Public" without giving prior notice to the Board. After being recognized by the Chair, he/she must state his/her name and identify the topic on which he/she wishes to address the Board. Such an address may not require more than three (3) minutes. If the Chair wishes, additional time may be granted. The Chair may also permit persons to address the Board at other times during the meeting.

All meetings will be held in the Education Center of the LESA, 1425 West Grand River Avenue, Howell, Michigan at 6:00 p.m. unless otherwise noted:

- August 9, 2023 – Regular Meeting
- September 13, 2023 – Regular Meeting
- October 11, 2023 – Board Retreat
- November 8, 2023 – Regular Meeting
- December 13, 2023 – Regular Meeting
- January 10, 2024 – Regular Meeting
- February 14, 2024 – Regular Meeting
- March 13, 2024 – Regular Meeting
- April 10, 2024 – Regular Meeting
- April 17, 2024 – Liv. Co. School Boards Assoc.
- May 8, 2024 – Regular Meeting and Budget Hearing
- May 22, 2024 – Special Meeting – Supt. Eval.
- June 12, 2024 – Organizational Meeting

**BOARD OF EDUCATION MEETING
LivingstonESA Education Center
1425 W. Grand River, Howell**

May 8, 2024 – 6:00 p.m.

Agenda

- 1. CALL TO ORDER** – p. 4
 - A. Pledge of Allegiance
 - B. Roll Call
 - C. Approval of Agenda
- 2. BUDGET HEARING** – p. 5
- 3. CALL TO THE PUBLIC AND CORRESPONDENCE** – p. 6
- 4. CONSENT AGENDA APPROVAL** (roll call)
 - A. Superintendent's Recommendations – p. 8
 - B. Personnel Board Report – p. 9
 - C. Financial Reports – Appendix A – p. 133
 - D. Minutes – Appendix B – p. 169
 - E. Superintendent's Reimbursement of Expenses – Appendix C – p. 174
- 5. PRESENTATION(S)**
 - A. Adult Education Program Graduate Recognition – Louis Blanchard
 - B. Student Growth Reports – Appendix D: WAY – p. 177, ECSE – p. 184, GSRP – p. 193, Pathway – p. 200
 - C. Quarterly Finance Report – Appendix E – p. 211
- 6. ACTION ITEM(S)**
 - A. Computer Purchase Recommendation – p. 12
 - B. Tax Levy Rate Certification – p. 13
 - C. Administrator Contract Extensions – p. 14
 - D. 2024 AIA Contracts for Building Project – p. 15
- 7. REPORT(S)**
 - A. Superintendent's Report – p. 130
- 8. BOARD DISCUSSION** – p. 131
- 9. ADJOURNMENT** – p. 132

2. BUDGET HEARING

Executive Summary:

In accordance with PA 621, the Uniform Budget and Accounting Act, the Board must adopt a budget by June 30 after a public hearing. The purpose of the Public Hearing is to allow the community to give the Board input regarding the Agency's 2024-2025 budget. The budget resolution is available on the LESA website. The Act also requires that (1) the budget be transmitted to the Board according to the time schedule in board policy; and (2) the schedule allows time for review and adoption by the Board.

In accordance with the Agency's budget adoption timeline the Public Hearing is scheduled for this meeting. The Agency sent budget information to local districts in April. Each of the local school districts are required to pass a resolution approving or disapproving the LESA budget by June 1st.

The 2024 maximum allowable millage levy for the allocated millage of 0.0631 mills and for the special education millage of 3.1391 mills will be discussed at the hearing.

The Board will consider adoption of the 2024-25 budget after it takes into consideration public comment as well as the resolutions approved by the local school districts.

3. CALL TO THE PUBLIC AND CORRESPONDENCE

4. CONSENT AGENDA APPROVAL

- A. Superintendent's Recommendations
- B. Personnel Board Report
- C. Financial Reports
- D. Minutes
- E. Superintendent's Reimbursement of Expenses

4. CONSENT AGENDA APPROVAL

A. Superintendent's Recommendations

032-023-024

The Board rescind the overnight travel for Dr. Hubert to the EAB Executive Roundtable for Superintendents, June 24-26, 2024, Dallas, TX and instead approve the following overnight travel:

Mike Hubert, Urban Superintendents Association of America, July 9-13, 2024, Chattanooga, TN

033-023-024

The Board approve entering into contract with Little Country Kids for the school year 2023-2024 to provide Great Start Readiness Program Services to 16 4-year-olds for an amount not to exceed \$130,656.

034-023-024

The Board approve entering into contract with Fowlerville Community Schools for the 2023-2024 school year to provide Great Start Readiness Program Services to 42 4-year-olds for an amount not to exceed \$ 411,621.

035-023-024

The Board approve entering into contract with Howell Public Schools for the school year 2023-2024 to provide Great Start Readiness Program Services to 17 4-year-olds for an amount not to exceed \$166,608.50.

036-023-024

The Board approve entering into contract with Pinckney Community Public Schools for the school year 2023-2024 to provide Great Start Readiness Program Services to 32 4-year-olds for an amount not to exceed \$261337.60.

037-023-024

The Board approve entering into contract with Brighton Area Schools for the school year 2023-2024 to provide Great Start Readiness Program Services to 92 4-year-olds for an amount not to exceed \$901,646.

Information Only Personnel Report Summary:

Employee Group	Budgeted Positions	Staff Count	+	-	Staff Count	Current Vacancies
	12/01/23	03/31/24			04/30/24	
Administrator & Supervisor	41.5	40.5	0.0	(0.0)	40.5	1.0
Classified	53.0	53.0	0.0	(1.0)	52.0	1.0
Early Childhood	80.0	73.0	0.0	(0.0)	73.0	7.0
LIPSA	190.9	182.0	1.0	(0.0)	183.0	7.9
Teacher Assistants	62.8	62.8	1.0	(1.0)	62.8	0.0
Specialized Transportation	71.0	68.0	1.0	(0.0)	69.0	2.0
Brighton RTC	24.0	22.0	0.0	(1.0)	21.0	3.0
Hartland RTC	41.0 **	34.0	2.0	(3.0)	33.0	8.0
Howell RTC	39.0	39.0	1.0	(1.0)	39.0	0.0
Pinckney RTC	21.0	20.0	1.0	(1.0)	20.0	1.0
Total	624.2	594.3	7.0	(8.0)	593.3	30.9

(Totals do not include substitutes)

Budgeted Positions may be modified due to movement between groups.

** Hartland RTC added 2 additional Routes, removed 1

Items for Board Action:

Administrator & Supervisor				
New Positions	+	-	Other	Description

Classified				
New Positions	+	-	Other	Description
		1.0		Jonathan Hershey, Mechanic serving Specialized Transportation, separation of employment, effective 04/29/2024.

Early Childhood				
New Positions	+	-	Other	Description

LIPSA				
New Positions	+	-	Other	Description
	1.0			Ericka Makowski, 1.0 FTE, Speech and Language Pathologist for Preschool serving Howell Public Schools (0.8 FTE) and Brighton Area Schools (0.2 FTE), Scale 2, Step 5, \$57,066 annually, effective 04/02/2024.

Teacher Assistants				
New Positions	+	–	Other	Description
	1.0			Kaylana Novak, 1.0 FTE, Teacher Assistant, Step 1, \$18.95/hour, effective 04/12/2024.
		1.0		Ronna Stroud, 1.0 FTE, Teacher Assistant, separation of employment from leave, effective 04/01/2024.

Specialized Transportation				
New Positions	+	–	Other	Description
	1.0			Nicole Hopkins, 1.0 FTE Bus Assistant, Step 2, \$15.83/hour, effective 04/04/2024.

Transportation – RTC				
New Positions	+	–	Other	Description
		1.0		James Notaro, 1.0 FTE, Bus Driver, Brighton RTC, separation of employment, effective 04/30/2024.
		1.0		Jeffery Adkins, 1.0 FTE, Bus Driver, Hartland RTC, <i>resigned to substitute status</i> , effective 04/26/2024.
		1.0		Debra Laier, 1.0 FTE, Bus Driver, Hartland RTC, separation of employment, effective 03/13/2024.
		1.0		Douglas Thaxton, 1.0 FTE, Bus Driver, Hartland RTC, separation of employment, effective 04/12/2024.
	1.0			Kent Poli, 1.0 FTE, Bus Driver, Hartland RTC, Step 1, \$19.87/hour effective 04/23/2024.
	1.0			Erin Wiles, 1.0 FTE, Bus Driver, Hartland RTC, Step 1, \$19.87/hour effective 04/15/2024.
	1.0			Teri Kiefer, 1.0 FTE, Bus Driver, Howell RTC, Step 1, \$19.87/hour effective 04/01/2024.
		1.0		Morris, Elizabeth, 1.0 FTE, Bus Driver, Howell RTC, leave of absence, effective 04/01/2024.
	1.0			Sandra Warren-Shaw, 1.0 FTE, Bus Driver, Pinckney RTC, Step 1, \$19.87/hour, effective 04/02/2024.
		1.0		Loretta Clark, 1.0 FTE, Bus Assistant, Pinckney RTC, retirement, effective 04/04/2024.

Employee(s) to be hired as conditional employee(s) pursuant to the terms of Public Act 68 of 1993 and the Americans with Disabilities Act. Employment is contingent upon a clean record check and upon Board of Education being able to accommodate any disability.

5. PRESENTATION(S)

- A. Adult Education Program Graduate Recognition – Louis Blanchard
- B. Student Growth Reports: WAY, ECSE, GSRP, Pathway
- C. Quarterly Finance Report

6. ACTION ITEM(S)

A. Computer Purchase Recommendation

Executive Summary:

The Agency replaces technology equipment utilized by all staff on a life cycle basis. The equipment scheduled for replacement this summer is primarily for the Special Education department including LIPSA, Specialized Transportation and the Early Childhood Special Education program. Education Center staff and Pinckney RTC are also included.

Pricing for each of the units is based upon the State REMC Bid List, as typically these prices have come in lower than direct sales from the manufacturers. The grand total below includes a 10% contingency in the event of unanticipated additional device needs.

The following laptops/desktops are recommended for purchase:

63	Dell Latitude laptops (13 inch)	\$617 each
20	Dell Latitude laptops (14 inch)	\$622 each
1	Dell Latitude laptops (14 inch)	\$638 each
3	Dell Latitude laptops (15 inch)	\$542 each
7	Dell Optiplex Desktop	\$513 each
7	Dell Optiplex Micro	\$477 each
14	22 inch monitors	\$135 each
10	MacBook 13 inch laptop	\$1,028 each

We purchase equipment on an as needed basis while keeping spare devices of each type for emergency situations and possible new hires. In total, the replacement of the listed devices will not exceed \$80,000. The purchases will be funded through a combination of general education funds, special education funds and capital project funds.

Suggested Motion:

That the Board of Education approve the computer purchases as presented.

6. ACTION ITEM(S)

B. Tax Levy Rate Certification

Executive Summary:

The L-4029 forms must be filed in early June to facilitate the summer tax levy. The Livingston County Equalization Director is not able to supply all of the information for the Board to take action in May so an alternative approach to approving the tax levy rates and filing the L-4029 forms is recommended.

The recommendation provided below will satisfy the legal requirement for the Board of Education to certify the millage to be levied and delegate to the Superintendent the authority to amend the levy if the Headlee Millage Reduction Fraction ("MRF") is calculated by the Livingston County Equalization Director to be less than 1.0. A "MRF" of less than 1.0 would result in the reduction of the maximum allowable levy.

Once the Livingston County Equalization Director provides all of the necessary information to complete the L-4029 the forms will be completed and signed by the Board President and Board Secretary. The forms will then be filed as required and posted on the Agency's website.

Suggested Motion:

That the Board of Education certify the 2024 maximum allowable millage levy for the allocated millage of 0.0631 mills and for the special education millage of 3.1391 mills and authorize (1) the Superintendent to adjust the levy if the Headlee Millage Reduction Fraction is less than 1.0; and (2) the Board President and Secretary to execute the 2024 L-4029 reflecting the reduced millage rate due to the Headlee rollback, if any.

6. ACTION ITEM(S)

C. Administrator Employee Group Contract Extensions

Executive Summary:

The Administrator Employee Group Handbook specifies that, "Administrators having at least five (5) years' service in a current or like LESA Administrative position may be placed on a two-year contract of employment to be renewed on or before July 1 of each year for a subsequent two-year period." In addition, it specifies that, "Administrators having fewer than five (5) years' service may be placed on a multi-year contract at the discretion of the Superintendent."

Current administrators subject to the individual contract provisions are:

Placed on a 2-year contract:

- Candice Davies, Director of GSRP/Head Start
- Douglas Haseley, Assistant Superintendent for Special Education
- Alice Johnson, Executive Director of Transportation Services
- Marci Moloney, Program Improvement and Accountability
- Michelle Radcliffe, Assistant Superintendent for Career Development
- Jonathan Tobar, Assistant Superintendent for Secondary Learning
- Laura Walters, Director of Finance & Budget
- Stephanie Weese, Assistant Superintendent for Administrative Services
- Carie Cowger, Director of Special Education
- Malissa Patrick, Director of Special Education
- Laurie Spadoni, Director of Human Resources
- Michelle Allison, Director of Special Education
- Sara Leggett, Director of Early Childhood Special Education
- Melissa Usiak, Assistant Superintendent for Early Learning
- David Larson, Chief Technology Officer
- Theodore Kroll, Director of Alternative & Adult Education
- Amber Roberts, Assistant Director of Special Education

Placed on a 1-year contract:

- Mary Wiese, Director of Special Education
- Kris Resseguie, Director of Special Education
- Adrian Dean, Director of Special Education
- Megan Hickman, Assistant Director of Special Education
- Alana Anderson Director of Special Education
- Carolyn O'Hearn Director of Special Education

Suggested Motion:

That the Board of Education extend the employment contracts of the LESA administrators per the terms of the Administrator and Supervisor Handbook.

6. ACTION ITEM(S)

D. 2024 AIA Contracts for Building Project - REVISED

Executive Summary:

The Agency is progressing with the building project, with the next crucial steps involving securing contracts with an Architect firm and a Construction firm. Lindhout Associate Architects and O'Neal Construction, both with prior experience working on Pathway and Education Center buildings, are the chosen firms. Thrun Law Firm has reviewed the AIA contracts, in collaboration with Lindhout and O'Neal, resulting in the attached revised and agreed-upon versions.

Update: The previously awarded bid for the parking lot project at the Specialized Bus Garage will be added to the scope of the AIA contracts. Adding the parking lot project will increase the grand total, but will not impact the funding of the building project. The parking lot project will be paid for using capital project funds as previously planned.

Suggested Motion:

That the Board of Education authorize the Superintendent to sign the AIA contracts for the building project and the parking lot project.



AIA[®] Document A232[®] – 2019

General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

for the following PROJECT:

(Name, and location or address)

Livingston Educational Service Agency, various building and site improvements, including:

Project #1: Outdoor Classroom and Pre-Engineered Metal Building. Custom designed covered outdoor classroom and an approximately 7,200 s.f. pre-engineered metal building (PEMB). The PEMB will be mixed use with conditioned storage, non-conditioned storage, and a robotics space for student & vocational as the main program uses.

Project #2: Pathway School Addition. Approximately 14,000 s.f. addition to the Pathway School's west. The design and construction will closely follow the existing building's design aesthetic and engineering. The main purpose will be for additional education space. 6 new classrooms, extending corridors, renovating two existing classrooms, coordinating two new playground areas, improving the bus parking/drop lanes & site paving to the west are all part of the program.

Project #3: Administrative Building Renovations. Renovation of two existing men's & women's multi-occupant bathrooms into an inclusive flexible bathroom layout. Some underutilized lobby space will be renovated to include flexible meeting rooms. Exterior improvements to the west are included to improve paving, approach and exiting conditions.

Project #4: Bus Garage Interior Renovations. Renovation of one toilet room to improve accessibility.

All of the foregoing improvements shall be in accordance with the Owner-approved plans and specifications, the Owner's fixed budget, and all applicable laws, codes, rules, and regulations.

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

O'Neal Construction of Michigan, Inc.
525 W. William Street
Ann Arbor, Michigan 48103
Telephone: (734) 769-0770

THE OWNER:

(Name, legal status, and address)

Livingston Educational Service Agency
1425 W. Grand River Avenue
Howell, Michigan 48843

THE ARCHITECT:

(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 Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

Lindhout Associates, Architects, A.I.A., P.C.
10465 Citation Drive
Brighton, Michigan 48116
Telephone: (810) 227-5668
Facsimile: (810) 227-5855

TABLE OF ARTICLES

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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, as to contractors, the Contract Documents do not also 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, Owner-accepted portions of the Contractor's bid or proposal, or and portions of addenda relating to bidding or proposal requirements. requirements but do not include sample forms. The Architect's execution of the Owner/Architect Agreement and the Construction Manager's execution of the Owner/Construction Manager Agreement shall constitute their acceptance of all terms herein related to the respective parties.

§ 1.1.2 The Contract. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their 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. The Contractor acknowledges and agrees that the Contract Documents are sufficient to provide for the completion of the Work and that the Contract Documents include work (whether or not shown or described) which reasonably may be inferred to be required or useful for the completion of the Work in accordance with applicable laws, codes, and customary standards of the construction industry.

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

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

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

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

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

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

§ 1.1.10 Initial Decision Maker. The Initial Decision Maker 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~~ faith and without negligence.

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

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

§ 1.1.13 Materials. Where materials, systems, and equipment items are referred to in the singular, such reference shall not serve to limit the quantity required. The Contractor shall furnish quantities as required by the Contract Documents to complete the Work. Unless specifically limited in the Contract Documents, the words "furnish," "install," and "provide," or any combination thereof mean to furnish and incorporate into the Work, including all necessary labor, materials, and equipment and other items required to perform the Work indicated.

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.2.4 If there should be a conflict or ambiguity within, between, or among the Contract Documents the ambiguity or conflict shall be resolved by complying with the provision that is most favorable to the Owner (as determined by the Owner in the Owner's sole discretion). When a duplicate of material or equipment occurs in the Drawings, the Specifications or other Contract Documents, each Contractor shall be deemed to have bid on the basis of each furnishing such material or equipment. The Owner, with the assistance of the Architect and Construction Manager, will decide which Subcontractor(s) shall furnish the same.

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

~~§ 1.5.2~~ The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service 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 national overnight courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement. Further, any other written notice delivered with a written acknowledgement of receipt shall be deemed duly served, regardless of method.

Wherever the Contract Documents require the Contractor to give "Notice" or "Timely Notice" to the Architect, Public Authority, and/or others, it shall be the Contractor's responsibility to furnish all such notices sufficiently in advance to allow the party receiving the notice reasonable time to react to such notice, including travel time on the job site as necessary, when such notices require the on-site presence of the Architect, Public Authority, their authorized representatives, or others for field observation of inspections, testing or approvals. Reasonable time shall be defined as no less than 24 hours plus normal travel time from the home office of the party being notified to the job site and must also accommodate known, standard, or reasonable processing periods.

~~§ 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~~ may agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties ~~will~~ may 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~~ authorization subject to parameters of authority established by Owner's board of education. Except as otherwise provided in Section 4.2.1, the Construction Manager and the Architect do not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

~~§ 2.1.2 The Owner 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 Owner's information is~~ "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~~ including, but not limited to, those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. Unless otherwise provided under the Contract Documents, the Owner, assisted by the Construction Manager, shall secure and pay for the building permit.

§ 2.3.2 ~~The Owner shall retain an architect~~ Architect is the person lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is ~~located~~ located, if licensed architecture is required by law for the Project. 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. The term "Architect,"

"Architect/Engineer," "Engineer," or "Design Professional" as used herein means the Architect or the Architect's authorized representative.

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

§ 2.3.4 If the employment of the Construction Manager or Architect terminates, the Owner shall employ a successor construction manager or architect to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.

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

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

§ 2.3.7 Unless otherwise provided in the Contract Documents, the ~~Owner shall furnish to the Contractor~~ Contractor will receive at least one copy of the Contract Documents in pdf format (or another format reasonably approved by the Owner) for purposes of making reproductions pursuant to Section 1.5.2.

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

§ 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. This right shall be in addition to and not in limitation of the Owner's rights under any provision of the Contract Documents.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ~~ten-day~~ three-day period after receipt of notice from the Owner or the Owner's designee (or immediately in the case of a threat to the safety of persons or property) 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 review by the Construction Manager and prior approval of the Architect, and the Construction Manager or 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 including any claim against the Contractor's Performance Bond, correct such default or neglect. In such case, the Owner may deduct from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses, including any and all legal expenses incurred to effectuate and enforce this provision and compensation for the Construction Manager's and Architect's and their respective consultants' additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. 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.

If the Architect, Construction Manager, Owner, or other contractors or consultants are required to provide additional services due to defects or deficiencies in the Contractor's work or by failure of the Contractor to perform under its agreement, the Contractor shall be responsible for all such costs and fees (including attorney fees), which shall promptly be paid to the Owner. The Owner, Contractor, Architect, and Construction Manager acknowledge that the Owner's receipt of such payment from the Contractor is a condition precedent to the Owner's obligation to make payment to those adversely affected.

This Section 2.5 allows the Owner to withhold payments from a non-performing Contractor irrespective of the termination procedure identified in Section 14.2, and the Owner may pursue either remedy, or both.

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.

§ 3.1.1.1 Possession, sale, or consumption of alcoholic beverages on the construction site is strictly prohibited. The unlawful manufacture, distribution, dispensation, possession or use of drugs is prohibited on the construction site.

§ 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 Construction Manager or Architect in their 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 2.3.5, 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 Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 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 Construction Manager and Architect any nonconformity discovered by or made known to the Contractor as a request for information submitted to Construction Manager in such form as the Construction Manager and Architect may require.

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

and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect, in consultation with the Construction Manager, and in accordance with a Change Order or Construction Change Directive. By making requests for substitutions hereunder, the Contractor: (i) represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified, (ii) represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified, and (iii) waives all claims for additional costs related to the substitution which subsequently become apparent.

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

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persons, or to any other harm, caused by Contractor or the Contractor's employees, agents, or others carrying out work on the Contractor's behalf.

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

§ 3.4.5 Asbestos-Free Product Installation

§ 3.4.5.1 Asbestos may be present within the construction areas. The Contractor is required to obtain, review, and understand the Owner's hazardous material report and/or asbestos management plan prior to performing construction work that disturbs the site. The Contractor is not to disturb any in-place hazardous materials, except as required to perform the Contractor's authorized scope of work and only as permitted by law, available hazardous materials information, and the Owner or its authorized agents. The Contractor must immediately stop all Work and notify the Owner if they reasonably suspect the presence of unknown hazardous materials and/or have unwittingly disturbed any materials reasonably suspected to be hazardous materials.

§ 3.4.5.2 It is hereby understood and agreed that no product and/or material containing asbestos including chrysolite, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos and any combination of these materials that have been chemically treated and/or altered shall be installed or introduced into the Work by the contractor or his employees, agents, subcontractors, or other individuals or entities over whom the Contractor has control. If applicable, the Contractor shall be required to provide a signed certification statement ensuring that all products or materials installed or introduced into the work all be asbestos-free.

§ 3.4.5.3 The Contractor shall also be required to furnish certified statements from the manufacturers of supplied materials used during construction verifying their products to be asbestos-free in accordance with the requirements of Section 3.4.5.1.

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

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner, Construction Manager, and Architect that materials and equipment furnished under the Contract in addition to any other warranties, guarantees or obligations set forth in the Contract Documents or applicable as a matter of a law and not in limitation of the terms of the Contract Documents, the Contractor warrants and guarantees that:

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

If required by the Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

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

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

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

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. The Contractor shall also pay all state and federal taxes levied on its business, income or property and shall make all contributions for social security and other wage or payroll taxes. The Contractor shall be solely responsible for such payments and shall hold the Owner harmless from same. It is required and understood that the Contractor's Contract Sum includes all applicable taxes and will not be modified as a result of Contractor's failure to include all such applicable taxes or to address a change in Contractor's tax liability.

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

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

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, 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 written and dated notice to the Owner, Construction Manager, and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect and Construction Manager will promptly investigate such conditions and, ~~if the Owner and the Architect, in consultation with the Construction Manager, determines~~ determine that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, they will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. ~~If the Owner and the Architect, in consultation with the Construction Manager, 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, Construction Manager, and Contractor, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may~~ the Contractor shall submit a Claim as provided in Article 15. The requirements of Section 2 of 1998 PA 57 (MCL 125.1592), as amended, are hereby incorporated into this document. The Contractor shall be alert to any indication or evidence of existing underground or concealed utilities or structures not shown on the Contract Documents and shall immediately notify the Owner of discovery of such evidence. If the Contractor encounters such utilities or structures, it shall cease operations immediately to minimize damage and shall notify the Owner and Architect. The Contractor shall bear the

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

§ 3.7.5 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~~ provide written and dated notification to the Owner, Construction Manager, and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features ~~may be made~~ shall be made, as needed, as provided in Article 15.

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents:

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are ~~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. The superintendent and any other personnel shall be satisfactory to the Owner in all respects, and the Owner shall have the right to require the Contractor to remove any superintendent or any other personnel from the Project whose performance is not satisfactory to the Owner and to replace such superintendent or other personnel with another who is satisfactory to the Owner.

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

§ 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, and the Construction Manager's use in developing the Project schedule, 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. In no event shall the Contractor's Construction Schedule be extended due to action or inaction of the Contractor, except with prior written approval of the Owner within the Owner's sole discretion. The schedule shall

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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. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Contractors, or the construction or operations of the Owner's own forces or Separate Contractors.

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

§ 3.10.3 The Contractor shall participate with other Contractors, the Construction Manager, and the Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule.

§ 3.10.4 The Contractor shall perform the Work ~~in general accordance with the most recent schedules submitted to the Owner, Construction Manager, and Architect, and incorporated into the approved Project schedule.~~ accordance with the most recent approved project schedule and the most recent work schedule.

§ 3.10.5 The Contractor shall cooperate with the Construction Manager in scheduling and performing its Work to avoid conflict or interference with the Work of others, and the Contractor shall be responsible for any conflict or interferences that it causes. The Construction Manager and the Contractor acknowledge and understand that the work schedule will be modified from time-to-time with the Owner's approval to coordinate with the work of others and that such schedule changes do not give rise to a claim for damages or additional compensation by the Contractor for delay or otherwise. The Contractor shall be required to conform to the most recent Owner-approved schedule and acknowledges that fact was taken into account when it agreed to the Contract Sum and entered into this Contract.

§ 3.10.6 The Contractor shall cooperate with the Construction Manager in working out and following the proper sequence of operations between the Work of the Contractor and that of other trades on the site.

§ 3.10.7 The Contractor shall prosecute the Work undertaken in a prompt and diligent manner whenever the Work (or a part thereof) becomes available, or at such other time as the Owner and/or Construction Manager may direct so as to promote the general progress of the entire construction. The Contractor shall not, by delay or otherwise, interfere with or hinder the Work of the Construction Manager or any other Contractor. Any materials that are to be furnished by the Contractor shall be furnished in sufficient time to enable the Contractor to perform and complete its Work within the time or times provided in the schedule. If the Contractor shall, through its action or inactions, including the actions or inactions of its' subcontractors or suppliers, fall behind in furnishing necessary labor and/or materials to meet the construction needs in accordance with the established schedule, then it shall increase its forces or work such overtime as may be required, at its own expense, to bring its part of the work up to the proper schedule. In the event that the Contractor does not take such action necessary to bring its part of the work up to schedule, as determined by the Construction Manager, then the Owner may supplement the Contractor's forces or take other action permitted under Section 2.4 or Section 2.5. The Contractor shall be responsible for any and all costs of performing or completing the Work, and the Owner may deduct such costs from any payment then or thereafter due Contractor to cover the cost of performing, completing, or correcting such Work. If the amount withheld from payments then or thereafter due Contractor are insufficient to cover such costs, the Owner may bill those costs to the Contractor, and the Contractor shall pay any such sums within ten (10) days of an invoice. Exercise of such rights shall in no way limit or jeopardize the Owner's right to any other remedy, including but not limited to a claim against the Performance Bond of the Contractor.

§ 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

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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 Construction Manager, Architect, and Owner, and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 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 for submittal to and review by the Architect to illustrate materials or equipment for some portion of the Work. All Work shall be furnished and installed in accordance with the Drawings, Specifications and as additionally required by the manufacturer's printed instructions. The Contractor shall review the manufacturer's instructions, and where conflict occurs between the Drawings or Specifications and the manufacturer's instructions, the Contractor shall request clarification from the Architect prior to commencing the Work.

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

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

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

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

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

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

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Construction Manager and Architect on

previous submittals. In the absence of such 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 reasonably rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents, ~~Documents, subject to its experience and expertise.~~ 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, the Architect, and the~~ Owner shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals. The Architect and Construction Manager shall be entitled to reasonably 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, subject to their professional judgment, experience, and expertise.~~ Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Construction Manager shall review submittals for sequencing, constructability, and coordination impacts on other Contractors.

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

§ 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, permits, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. Only materials and equipment which are to be used for the Project or to carry out the Work shall be stored at the Project site(s). Protection of such materials and equipment shall be the sole responsibility of the Contractor.

§ 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the site.

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

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor and its Subcontractors 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, or Construction Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor.

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall indemnify and hold harmless the Owner, Construction Manager, and Architect harmless from from any and all cost, damage, and loss on account thereof, including, but not limited to actual attorneys' fees, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner, Architect, or Construction Manager. 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 through the Construction Manager. The review by the Owner of any method of construction, invention, appliance, process, article, device or materials of any kind shall be for its adequacy as integrated into the Work and shall not be an approval for the use thereof by the Contractor in violation of any patent or other rights of any third person.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Construction Manager, Architect, Construction Manager's and 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 in any way related to performance of the Work, or the duties or obligations of this Agreement or the failure of the Contractor or the Work to conform with the Contract Documents, caused in whole or in part by any acts or omissions of the Contractor, a Subcontractor, or 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. them or anyone for whose acts of any of them may be liable. The Contractor shall not be obligated to indemnify a party for that party's sole negligence but shall remain liable to the fullest extent of its fault or the fault of a person for whom the Contractor is responsible (e.g., a Subcontractor).~~ The Contractor shall be responsible to the Owner, Construction Manager, Architect, Architect's consultants and agents and employees of any of them from and against all amounts such parties may be required to pay in attorney fees in order to pursue enforcement of this provision against the Contractor or otherwise obtain indemnification from the Contractor provided under the terms of this Section 3.18 or any other applicable Contract Document. Such obligation shall not be construed to negate, abridge, abridge or reduce any other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18 which would otherwise exist as to any party or person set forth in this section. To the fullest extent permitted by law, the Contractor shall indemnify the Owner and save the Owner harmless against all loss by fines, penalties or corrective measures resulting from negligent or wrongful acts or omissions by the Contractor, its Subcontractors, agents, employees or assigns, with respect to the violation of safety requirements of this Contract, including reasonable attorney fees.

§ 3.18.2 ~~In 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~~

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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. addition to and not in limitation of the Contractor's other indemnity obligations, the Contractor hereby accepts and assumes exclusive liability for and shall indemnify and save harmless the Owner, Construction Manager and Architect from and against the payment of the following:

All contributions, taxes or premiums (including interest and penalties thereon) which may be payable under the unemployment insurance law of any state, the federal Social Security Act, federal, state, county and/or municipal tax withholding laws, or any other law, measured upon the payroll of or required to be withheld from employees by whomsoever employed, engaged in the Work to be performed and furnished under the Contract Documents

All sales, use, personal property and other taxes (including interest and penalties thereon) required by any federal, state, county, municipal or other law to be paid or collected by the Contractor or any of its Subcontractors or vendors or any other person or persons acting for, through or under it or any of them, by reason of the performance of the Work or the acquisition, ownership, furnishing, or use of any materials, equipment, supplies, labor, services or other items for or in connection with the Work;

All pension, welfare, vacation, annuity and other benefit contributions payable under or in connection with respect to all persons by whomsoever employed, engaged in the Work to be performed and furnished under the Contract Documents.

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

If applicable, the Contractor shall comply with, and ensure that its subcontractors comply with, the Michigan Prevailing Wage Act, MCL 408.1101, et seq., if applicable to this Project. The Contractor shall indemnify and hold the Owner harmless from any claim, damage, loss, or expense incurred by the Owner, including but not limited to actual attorneys' fees, in any way related to failure of Contractor or its subcontractors to comply with the Michigan Prevailing Wage Act.

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

ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

§ 4.1 General

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

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

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

§ 4.2 Administration of the Contract

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

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or more frequently, as ~~otherwise~~ agreed with the ~~Owner~~, Owner or as required by law, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. ~~However, Subject to the Owner/Architect Agreement,~~ the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect will keep the Owner and the Construction Manager reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and Construction Manager known deviations from the ~~Contract Documents~~ Documents, the Project schedule, and defects and deficiencies observed in the Work.

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

§ 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Contractors in accordance with the latest approved Project ~~schedule~~ schedule and shall supervise construction as required by 1937 PA 306 (MCL 388.851 et seq.).

§ 4.2.5 The Construction ~~Manager, Manager and Architect~~, except to the extent required by Section 4.2.4, ~~and Architect 4.2.4 or by 1937 PA 306 and/or 1980 PA 299, as applicable,~~ will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the Contractor's safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the ~~Contract Documents, and Documents~~. Except as required by their respective agreements with the Owner, neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract ~~Documents~~. ~~Neither the Construction Manager nor the Architect~~ Documents and neither will have control over or charge of, or be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work. The Construction Manager will schedule and coordinate the work of all Contractors on the Project, including the Contractors' use of the site. The Construction Manager will keep the Contractors informed of the Project Construction Schedule to enable the Contractors to plan and perform the Work in a timely manner.

§ 4.2.6 **Communications.** The Owner shall endeavor to communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall endeavor to include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall endeavor to promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants ~~shall~~ may be through the Architect. Communications by and with Subcontractors and suppliers ~~shall~~ may be through the Contractor. Communications by and with other Contractors shall be through the Construction Manager. Communications by and with the Owner's own forces and Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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

§ 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents, and will notify each other about the rejection. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, upon written authorization of the Owner, whether or not the Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility

of the Architect or the Construction Manager to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons performing any of the Work.

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

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

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

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

§ 4.2.13 The Construction Manager will prepare Change Orders and Construction Change Directives.

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

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

§ 4.2.16 The Construction Manager will assist the Architect in conducting inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction

Manager will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 4.2.17 ~~If the Owner and Architect agree, the~~ 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 Construction Manager of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

§ 4.2.19 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, interpretations,~~ 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~~ so rendered in good ~~faith.~~ faith and without negligence.

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

§ 4.2.21 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing, through the Construction Manager, to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable ~~promptness.~~ promptness given the particular circumstances. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include other Contractors or Separate Contractors or the subcontractors of other Contractors or Separate Contractors. The term "Subcontractor" shall also include material and equipment suppliers.

§ 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 Construction Manager, for review by the Owner, Construction Manager and Architect, of the persons or entities proposed for each principal portion of the Work, including those who are to furnish supplies, materials or equipment ~~equipment, including those~~ fabricated to a special design. Within 14 days of receipt of the information, the Construction Manager may will notify the Contractor whether the Owner, the Construction Manager or the Architect (1) has reasonable objection to any such proposed person or entity or, (2) requires additional time for review. ~~Failure of the Construction Manager to provide notice within the 14 day period shall constitute notice of no reasonable objection.~~

The Contractor shall remain, in all instances, jointly and severally liable to the Owner for all acts or omissions of its Subcontractor. All contractual agreements with additional persons or entities serving as a subcontractor shall incorporate the Contract Documents, expressly identify the Owner as a third-party beneficiary, give the Owner all rights against the Subcontractor that it would have against the Contractor, and state that the Owner shall enjoy all third-party beneficiary rights not prohibited by law.

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

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

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

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, 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, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor 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.~~ may be equitably adjusted as negotiated by the parties.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor Contractor or other entity. ~~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 with Own Forces and to Award Other Contracts

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

§ 6.1.2 When the Owner performs construction or operations with the Owner's own forces or Separate Contractors, the Owner shall provide for coordination of such forces and Separate Contractors with the Work of the Contractor, who shall cooperate with them.

~~§ 6.1.3 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's own forces, Separate Contractors, Construction Manager and other Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

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

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

§ 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, Construction Manager, Separate Contractors, or other Contractors as provided in Section 10.2.5. Should a claim be made that the Contractor wrongfully delayed or caused damage to the Work or property of another contractor (including the Owner's own forces, other Contractors, or Separate Contractors), the Contractor shall promptly settle the dispute with such other contractor. If such other contractor sues the Owner on account of any delay or damage alleged to have been caused by the Contractor, the Construction Manager will notify the Contractor who shall defend such proceedings at the Contractor's sole expense. If any judgment or award against the Owner arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the Owner for all costs, including attorneys' fees and court costs, which the Owner may have incurred.

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

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, other Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste

materials and rubbish, the Owner may clean up ~~and the Construction Manager, with notice to the Architect, will~~ allocate the cost among those responsible. The Owner's right to clean up shall in no event be deemed a duty, and should the Owner choose not to pursue this remedy, the Contractor necessitating such action shall remain fully responsible for the same.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, only by Change Order, Construction Change Directive-Directive, written contract amendment, or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. The Owner will not be responsible for any additional costs or additional time related to a proposed or promised Change Order or Construction Change Directive unless the Owner has authorized such additional cost and/or additional time in writing. If the Architect, Construction Manager, Contractor, or any other construction participant subject to these General Conditions leads another contractor, person, or entity to believe additional costs or additional time will be provided by the Owner, without the Owner's written authorization, any claim for additional costs or additional time related thereto, whether by contract, detrimental reliance, or otherwise, shall be solely directed to the party(ies) who improperly led to the mistaken belief, and the Owner shall have no liability whatsoever.

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

§ 7.1.4 Where a change in the Work requires overtime labor, and the Owner approves in advance such overtime labor in writing, the cost to the Owner of overtime labor shall be no greater than the actual premium wages paid for such overtime labor, over and above the cost of straight time wages, plus payroll charges applicable thereto, plus the cost of direct additional expenses relating to the overtime work, plus a percentage for the Contractor's overhead cost as stipulated in the Contract. No Contractor profit shall be included in such cost. Overtime labor caused by Contractor's failure to timely and/or properly perform shall be at no additional cost to the Owner.

§ 7.2 Change Orders

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

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

§ 7.2.3 The Contractor's agreement on any Change Order shall constitute its final settlement of all matters relating to the direct and indirect costs associated with such change and any and all related adjustments to the Contract Sum and the Contract Time.

§ 7.3 Construction Change Directives

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

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

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

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

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager shall ~~determine~~ determine, with the Owner's approval, the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to a reasonable amount of 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 Construction Manager and 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 The Contract Time shall be adjusted only if the Contractor demonstrates to the Owner that the changes in the Work required by the Construction Change Directive adversely affect the critical path of the Work. If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

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

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

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

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

§ 7.3.10 When the Owner and Contractor agree in writing with a determination made by the Construction Manager and Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon

the ~~adjustments~~, adjustments in writing, such agreement shall be effective immediately and the Construction Manager shall prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 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 Owner and Construction Manager 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 Owner and Construction Manager that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If Provided the Contractor submits a written request for an extension not more than fourteen days after the occurrence that gives rise to the delay, if the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner, Architect, Construction Manager, or an employee of any of them, or of the Owner's own forces, Separate Contractors, or other Contractors; (2) by changes ordered in the Work; (3) by ~~labor disputes, fire, unusual delay in deliveries, fire, government-declared emergencies, 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; litigation, mediation, or arbitration, as applicable;~~ or (5) by other causes that the Contractor asserts and the Architect, based on the recommendation of the Construction Manager, determines justify delay, then the Contract Time ~~shall be extended for such reasonable time as the Architect may determine.~~ may be extended by Change Order. Failure of the Contractor to submit a timely request for an extension shall irrevocably waive the Contractor's right to such an extension of time. If the contract time is subject to extension pursuant to this subparagraph, such extension shall be the exclusive remedy of the Contractor and the Contractor shall not be entitled to recover damages from the Owner. Further, minor modifications in Contract time resulting from adjustments in the Project construction schedule shall not be deemed a sufficient cause for an extension of time under this Section.

§ 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.~~

§ 8.4 Delay Damage Claims

§ 8.4.1 If the Contractor fails to complete its Work on time resulting in loss or damage to the Owner, the Owner shall be entitled to recover any damages caused by the Contractor's breach, including overhead, profit, extended general conditions, actual attorney fees, etc.

§ 8.4.2 In the event the Contractor is delayed or hindered in the commencement or progress of the Work, including but not limited to those delays caused by the Work or lack of Work of another contractor or subcontractor on the Project, and the Contractor claims monetary damages as a direct and proximate consequence thereof (including, but not limited to, extended general conditions, overhead, profit, overtime, interest, supervision or other costs or profits whatsoever), then the Contractor shall not assert such claims against the Architect, Construction Manager or Owner and, as to the Architect, Construction Manager and Owner, the Contractor's claims of such delay damages are hereby waived. The Contractor's sole and exclusive remedy regarding claims for monetary delay damages shall be to pursue such claims directly against any contractor(s) and/or subcontractors on the job which may have caused the delay, and with regard to such claims asserted against the Contractor by any other contractor(s) and/or subcontractors, the Contractor hereby waives the defense of absence of contractual privity and hereby assumes liability to other contractor(s) and/or subcontractors arising out of the Contractor's actions or inactions resulting in such delay and claim.

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

ARTICLE 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~~ adjusted, unless the Contractor provided such unit prices as a part of a competitive bid.

§ 9.2 Schedule of Values

~~Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, Before the first Application for Payment, the Contractor shall submit a schedule of values to the Construction Manager, 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 Construction Manager and the Architect. This schedule, unless objected to by the Construction Manager-Owner, Construction Manager, or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. The Construction Manager shall forward to the Owner and Architect the Contractor's schedule of values. Any changes to the schedule of values shall be submitted to the Construction Manager and supported by such data to substantiate its accuracy as the Construction Manager and the Architect may require, and unless objected to by the Construction Manager or 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 fifteen days before the date established for each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, values for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner, Construction Manager or Architect require, such as copies of requisitions, and releases of waivers of lien 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 Construction Manager and Architect, but not yet included in Change Orders. A Contractor's request for payment of

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sums related to work regarding Construction Change Directives shall, unless qualified in writing at the time of request, constitute full and complete consent to the Construction Change Directive(s) and to the issuance of a Change Order.

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

§ 9.3.1.3 The Contractor shall submit with each monthly Application for Payment (1) an Affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the previous application was submitted and the Owner might in any way be responsible have been paid or otherwise satisfied, and (2) a release or waiver of liens arising out of the Contract from each Contractor and/or Subcontractor, materialman, supplier and laborer or the Contractor addressing all previous Applications for Payment submitted for the Project.

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

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

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

§ 9.4 Certificates for Payment

§ 9.4.1 Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Certificate for Payment, in the full amount of the Application for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager 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 Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.

§ 9.4.2 Where there is more than one Contractor performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives all of the Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Contractor's application with information from similar applications for progress payments from the other Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 9.4.2.1 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Project Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager 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 Project Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors. As between the Owner and the Contractor, the failure of the Architect or Construction Manager to notify the Contractor or the Owner of a withheld certification does not render such withholding ineffective, and the Owner shall have no obligation to pay a Contractor for uncertified amounts or amounts for which no Certificate for Payment has been issued. If the Contractor does not receive notice of a withheld certification, it shall proceed as provided in Section 9.6.

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

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

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

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

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's

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

- .1 defective Work not remedied, remedied, or the Contractor is in breach of the Agreement;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor or other Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents; Documents;
- .8 the Work not having progressed to the extent set forth in the Application for payment; or
- .9 representations of the Contractor are untrue.

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

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

§ 9.6 Progress Payments

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

§ 9.6.1.1 The Owner may, in its sole discretion, choose to make payments to Contractors through the Construction Manager. More particularly, the Owner may distribute funds to the Construction Manager for the Construction Manager to then provide payment to each respective and applicable Contractor. The Owner may discontinue this practice at any time in its sole discretion.

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

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

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

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

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

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

§ 9.6.8 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.

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

§ 9.7 Failure of Payment

If the Construction Manager and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor, Contractor and without justifiable basis under the Contract Documents, within fourteen days after the Construction Manager's receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Construction Manager and Architect or awarded by binding dispute resolution, ~~then the Contractor may, upon seven~~ unless the Owner, in good faith, disputes the amount certified, then the Contractor may, upon twenty-one additional days' notice to the Owner, Construction Manager and Architect, stop the Work until payment of the amount owing has been received. (1) the Contractor receives payment of the amount owing, or (2) the Contractor receives notice from the Architect, Construction Manager, or Owner of a full or partial withheld certification as

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provided herein. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents. The Owner shall have no obligation to pay the Contractor unless it receives a Certificate for Payment for the amount certified. The Owner may withhold payment from a non-performing Contractor irrespective of the issuance of a Certificate for Payment.

§ 9.8 Substantial Completion

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

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Construction Manager, and the Contractor and Construction Manager shall jointly prepare and submit to the Architect 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 list, the Architect, assisted by the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the 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, immediately~~. In such case, the Contractor shall then submit a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion.

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

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

§ 9.8.6 Notwithstanding Sections 9.8.1 and 9.8.2, as a condition precedent to establishing the date of Substantial Completion, the Contractor shall prepare and submit to the Architect and Construction Manager a comprehensive list of items to be completed or corrected (a "punch list"). The Contractor shall respond immediately to correct Work deficiencies and/or punch list items. Should the Contractor fail to make corrections in a timely fashion, but not later than thirty (30) calendar days from the date of Substantial Completion or notification of the required corrections, whichever is earlier, such Work may be corrected by the Owner at the Contractor's sole expense, and the Contract Sum may be adjusted accordingly.

§ 9.9 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 and Construction Manager shall jointly 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 after consultation with the Construction Manager. The Contractor shall proceed with the work in such a manner as reasonably directed and shall cooperate with the Owner to limit interruptions.

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

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

§ 9.10 Final Completion and Final Payment

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (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~~ payment, (5) an affidavit that states the Work is fully completed and performed in accordance with the Contract Documents and is satisfactory to the Architect and the Owner, (6) in the event of Contractor bankruptcy, at the Owner's option, an order entered by the court having jurisdiction of the Contractor's insolvency proceeding authorizing such payment, (7) a general release executed by the Contractor on a form provided by the Construction Manager, (8) all close-out documents and warranties have been provided in a reasonable and acceptable manner, (9) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and ~~(6)-(10)~~, 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 actual attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Construction Manager and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Manager and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the

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

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from
~~.1~~ liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
~~.2~~ failure of the Work to comply with the requirements of the Contract Documents;
~~.3~~ terms of special warranties required by the Contract Documents; or
~~.4~~ audits performed by the Owner, if permitted by the Contract Documents, after final payment not constitute a waiver of any Claims by the Owner.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of all claims by that payee except those previously made in writing and identified by that payee as being unsettled and being an exception to the waiver of this section 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. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors. The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 10.2 Safety of Persons and Property

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

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

§ 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. The Contractor shall take all reasonable safety precautions with respect to its Work and the work of others, shall comply with all standard industry safety measures and shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority and all other requirements of the Contract Documents, including those applicable to the safety of persons or property. The Contractor shall be responsible for the safety of all of the Contractor's employees and the safety of all of the Contractor's Subcontractors, suppliers, and their employees. The Contractor shall report in writing to the Construction Manager any injury to any of Contractor's or its Subcontractors' employees at the site within one (1) day after the occurrence of such injury. The Contractor acknowledges receiving, or having access to an opportunity to review, health and safety information about the Project site(s), including any applicable asbestos management plan and any other environmental information it deems necessary to perform the work.

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

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

damage claims and for defense of all actions against the Owner relating to such explosives, hazardous materials and/or unusual methods.

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

If either party the Contractor suffers injury or damage to person or property because of an act or omission of the other party, Owner, or of others for whose acts such party the Owner is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party Owner 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. Owner to investigate the matter. The Contractor's failure to do so shall be an irrevocable waiver of any claim against the Owner arising out of such injury or damage. Injury or damage to persons or property suffered by the Owner because of an act or omission of the Contractor or others for whose acts the Contractor is legally responsible shall be subject to the limitations provisions established by Michigan law.

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

§ 10.2.8.2 The Owner reserves the right to pay the Contractor suffering damage from monies due the Contractor who is responsible for the Work required by same and shall deduct it from the Contract amount due the said responsible Contractor.

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

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

§ 10.3 Hazardous Materials

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents 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, Construction Manager and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner in its discretion shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall~~shall, as a courtesy,~~ furnish in writing to the Contractor, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. ~~The Contractor, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Architect have no reasonable objection.~~ When the material or substance has been rendered harmless, Work in the affected area shall 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 to address 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, Construction Manager, Architect, their consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.~~

§ 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.~~ To the extent the Contract requires the removal, transport and disposal of hazardous materials, the Contractor agrees that it assumes responsibility for said tasks as a part of the Agreement.

§ 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 reasonable discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7. Nothing in this section will be construed as relieving Contractor from the cost and responsibilities for emergencies covered hereby.

§ 10.5 Notification of Utility Companies

§ 10.5.1 At least five (5) working days prior to the start of work in areas which may involve existing utility lines, the Contractor shall notify the MISS DIG notification system of the planned work.

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

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

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

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. Agreement, as described elsewhere in the Contract Documents, as required by law, or as reasonably required by the Owner in light of the nature of services performed and insurance obligations of its other contractors and consultants. 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, Construction Manager and Construction Manager's consultants, and the Architect and Architect's consultants, shall be named as additional insureds. Owner shall be named as additional insured under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents. On all insurance contracts under which the Contractor is obligated to have its insurance company name the Owner as additional insured, the Contractor shall require such insurance company to add to the policy the following clause: "The insurance afforded to the Additional Insured is primary insurance. If the Additional Insureds have other insurance which is applicable to the loss on an excess or contingent basis, the amount of the insurance company's liability under this policy shall not be reduced by the existence of such other insurance." Certificates of insurance acceptable to the Owner shall be submitted by Contractor to the Owner and Construction Manager prior to commencement of Work and thereafter upon renewal or replacement of each required policy of insurance.

§ 11.1.2 The Contractor shall provide bonds covering faithful performance of 100% of the Contract and payment of 100% of the obligations arising thereunder as stipulated in bidding requirements or specifically required by the Contract Documents or by law on the date of the Contract. The Contractor shall provide such additional 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, located and that are reasonably acceptable to the Owner. The Construction Manager shall obtain copies of the Performance Bond and Payment Bond required by the Agreement from the Contractor prior to Contractor beginning performance pursuant to the Agreement. The Contractor's obligation to provide such bonds shall not be waived in any fashion, including any failure to secure such bonds prior to Contractor beginning performance pursuant to the Agreement.

§ 11.1.3 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 directly to the Owner, and separately to the Construction Manager, 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 both the Contractor and the Construction Manager, separately and in writing, prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may reasonably 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.~~

§ 11.2.2.1 The Contractor shall at the Contractor's own expense provide insurance coverage for materials stored off the site after written approval of the Owner at the value established in the approval, and also for portions of the Work in transit until such materials are permanently attached to the work.

§ 11.2.2.2 The insurance required by Section 11.2 is not intended to cover machinery, tools or equipment owned or rented by the Contractor that are utilized in the performance of the Work, but not incorporated into permanent improvements. The Contractor shall, at the Contractor's own expense, provide insurance for owned or rented machinery, tools or equipment.

§ 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 directly to the Contractor, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; and (2) the Contract Time and Contract Sum ~~shall be 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.~~ may be adjusted by negotiation between the parties. 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 Construction Manager and Construction Manager's consultants; (3) the Architect and Architect's consultants; (4) other Contractors and any of their subcontractors, sub-subcontractors, agents, and employees; and (5) 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 Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, other Contractors, 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.~~ is not waiving any rights its insurer(s) may have to subrogation. To the extent any terms in the General Conditions or any other Contract Documents are contrary to the aforementioned, such terms shall be deemed void and unenforceable.

§ 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, Architect, and Construction Manager 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 Construction Manager, Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Construction Manager, Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.~~ insureds. The Owner shall use its best efforts, with consultation of the Construction Manager, to reach a quick and fair settlement for all interested parties, with the insurance companies after a loss.

~~§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. 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 Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their examination and be replaced at the Contractor's expense without change in the Contract ~~Time.~~ Time or Contract Sum.

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Construction Manager or Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion, and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense. If any portion of the Work is determined by the Owner, Construction Manager or Architect, either during performance of the Work or during any applicable warranty period, to be defective or not in compliance with the contract requirements, the

Construction Manager or Owner shall notify the Contractor in writing that such Work is rejected. Thereupon, the Contractor shall immediately replace and/or correct such Work by making the same comply strictly with all the requirements therefor. The Contractor shall bear all costs of correcting such rejected Work, including work of other Subcontractors and including compensation for the Architect's and Construction Manager's additional services and any delay or related damage to the Owner made necessary thereby. The Construction Manager shall have the right to charge the Contractor for any compensation payable for the Architect's or Construction Manager's additional services required by the Contractor's rejected Work and deduct the payment from the next payment due the Contractor.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within 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 or Construction Manager to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner or Construction Manager 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 that correction period, if the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, Construction Manager 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. In the case of any Work performed in correcting defects pursuant to guarantees or warranties provided or referred to by this Article 12, the warranty or guarantee period shall begin anew from the date of the completion or correction of such Work.

§ 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, Separate Contractors, or other Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

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

§ 12.2.6 The Contractor shall respond immediately to correct Work deficiencies and/or punch list items. Failure to correct Work deficiencies and/or punch list items in a timely fashion shall be a substantial breach, and the Owner may terminate the Contract immediately without following the procedure identified in Section 14.2. As used in this Section 12.2.6, "timely" means the Contractor shall begin correction within three days of receiving the punch list or notice of work deficiency, and correction will be completed in a commercially reasonable time in accordance with the direction of the Construction Manager. Whether or not the Contract is terminated, if the Contractor fails to make corrections in a timely fashion, such Work may be corrected by the Owner, in its sole discretion, at the Contractor's expense and the Contract Sum may be adjusted by backcharge accordingly. The Contractor shall promptly notify the Construction Manager, in writing, when the Work deficiencies and/or punch list items are completed. Upon the review of the Work by the Construction Manager after such notification by the Contractor, if Work deficiencies and/or punch list items shall continue to exist, the Contractor shall reimburse any cost incurred by the Owner, including the Construction Manager's and Architect's fees for reinspections of the Work. Failure to pay such costs within ten (10) days of receipt

of a demand regarding the same shall permit the Owner to withhold such amounts from the unpaid portion of the Contractor's contract.

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 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, Construction Manager, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval 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 Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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

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

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

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

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

§ 13.6 The Contractor agrees that time is of the essence and to start work when directed by the Construction Manager and to furnish sufficient materials and a sufficient number of properly skilled workers, so as not to delay the work of any other Contractor or completion of the Project.

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

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

§ 13.9 The Owner may, at its sole discretion, suspend the Project (and its payment obligations concerning the Project) in the occurrence of an event beyond the reasonable control of the Owner, which could include: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by any governmental authority or utility or the inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals, in each case if not caused by the fault of the Owner. The Owner will provide the Architect, Construction Manager, and Contractors written notice if it suspends the Project under this Section 13.9.

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 for reasons within the Owner's control 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 which may include~~ 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 Construction Manager has not certified or 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, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents, subject to justifiable withholding of payment as described herein or 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, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit-direct costs 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~~ days, for reasons within the Owner's control and through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees, or any other persons 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, Construction Manager and Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3. The Contractor may not terminate the Contract unless it has submitted claims for the delays and sought an extension of time for each delay.

§ 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;~~ materials to the point of negatively impacting the Project and/or the related schedule;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 ~~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;~~ Documents; or
- .5 the Contractor fails to prosecute the Work or any part thereof with promptness and diligence or fails to perform any provisions of this Contract, or goes into bankruptcy, liquidation, makes an assignment for the benefit of creditors, enters into a composition with its creditors, or becomes insolvent.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, after consultation with the Construction Manager, 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:~~ three days' notice, terminate the Contractor's right to proceed with the Work, or such part of the Work as to which such defaults have occurred, and may take any one or more of the following actions::

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

The notice required by this Section 14.2.2 shall not give the Contractor a right to cure defective Work or to cure other grounds for termination under Section 14.2.1. Further, the Owner's failure to strictly comply with the formal requirements of termination (e.g., by providing less than three days' notice of termination) shall not be a substantial breach by the Owner.

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate 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.~~ termination.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 **Definition.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the ~~Contract.~~ Contract, including but not limited to additional sums, additional time for performance, or damages for delay. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents. The Contractor shall not knowingly (as "knowingly" is defined in the Federal False Claims Act, 31 USC 3729, et seq.) present or cause to be presented a false or fraudulent Claim. As a condition precedent to making a Claim by the Contractor, the Claim shall be accompanied by an affidavit sworn to before a notary public or other person authorized to administer oaths in the State of Michigan and executed by an authorized representative of the Contractor, which states that: "The Claim which is submitted herewith complies with subparagraph 15.1.1 of the General Conditions, as amended, which provides that the Contractor shall not knowingly present or cause to be presented a false or fraudulent claim." Claims of the Owner shall be governed by the relevant Michigan statutory limitations period.

§ 15.1.2 Time Limits on Claims

~~The Owner and Contractor shall commence all Claims 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, in accordance with Section 13.1 and Section 15.1.2.1, regardless of any other time frames identified in this Agreement. The Contractor shall commence all claims and causes of action in accordance with Section 15.1 and, if shorter, any other provisions of this Agreement and Michigan law..~~

§ 15.1.2.1 Regardless of any provisions to the contrary, the statute of limitations with respect to any defective or nonconforming Work which is not discovered by the Owner shall not commence until the discovery of such defective or nonconforming Work by the Owner. See also Section 13.1.

§ 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 written notice to the other party Owner and to the Initial Decision Maker with a copy sent to the Construction Manager and Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party the Contractor 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 Contractor first recognizes the condition giving rise to the Claim, whichever is later. Failure to timely and properly initiate a claim shall be an irrevocable waiver of such claim. Claims by the Owner shall be governed by the applicable statute of limitations period, except as such time frame may be longer in accordance with Section 13.1 and Section 15.1.2.1.

§ 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 written notice to the other party. In such event, no decision by the Initial Decision Maker is required. Claims by the Contractor under this Section 15.1.3.2 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the Contractor first recognizes the condition giving rise to the Claim, whichever is later. Failure to timely and properly initiate a claim shall be an irrevocable waiver of such claim. Claims by the Owner shall be governed by the applicable statute of limitations period, except as such time frame may be longer in accordance with Section 13.1 and Section 15.1.2.1.

§ 15.1.4 Continuing Contract Performance

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

§ 15.1.4.2 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. may be adjusted as mutually agreed by the Owner and Contractor. 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. Failure to provide such notice shall serve as an absolute bar against a claim for such an increase in the Contract Sum. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4. A Project delay shall not be a basis for a Claim for additional cost. Delay claims against the Owner may be remedied only through an extension of time per Section 8.4.2 and Section 8.4.3.

§ 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, additional notice as provided in Section 15.1.3 shall be given given in addition to the general requirements for filing a claim. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. the Work due to the increase in Contract Time sought. In the case of a continuing delay only one Claim is necessary.

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

§ 15.1.7 Waiver of Claims for Consequential Damages. ~~The Contractor 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-interpretation~~. The Architect will serve as the Initial Decision Maker, ~~unless otherwise indicated in the Agreement.~~ ~~Maker.~~ Except for those Claims excluded by this Section 15.2.1, an initial ~~decision-interpretation~~ shall be required as a condition precedent to mediation of any Claim. ~~If an initial decision or litigation of any Claim brought by the Contractor against the Owner. If an initial interpretation 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-an interpretation having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide-interpret 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-interpret the Claim~~. Within ten (10) days of a written request, the Contractor shall make available to the Owner or its representative all of its books, records, or other documents in its possession or to which it has access relating to a Claim and shall require its subcontractors, regardless of tier, and materialmen to do the same.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering 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 will, based on its interpretation,~~ either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial ~~decision-interpretation~~ approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial ~~decision-interpretation~~ shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties, the Construction Manager, 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-interpretation shall be subject to the parties' agreed upon binding dispute resolution process.~~

~~§ 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. Regardless of any other time frames identified herein, claims and causes of action brought by the Owner shall be governed in accordance with the statute of limitations periods under Michigan law, except for such longer periods of time as may be permitted in Section 13.1 and Section 15.1.2.1.

~~§ 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 of 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. **SURETY**

NOTICE AND PRIOR APPROVAL

Except where otherwise expressly required by the terms of the Agreement, the Contract Documents or the General Conditions, exercise by the Owner of any contractual or legal right or remedy without prior notice to or approval by the Contractor's surety shall in no way bar or prohibit the Owner's ability to pursue such right or remedy. Further, pursuit of such a right or remedy without prior notice to or approval of surety shall in no way compromise, limit or bar any claim by the Owner against a surety bond of the Contractor. The Owner's claims against a Contractor's surety bond shall be governed by Section 13.1 with respect to any limitations periods.

~~§ 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, Except as otherwise agreed in writing by the parties, claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 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 commencement of the parties' agreed upon 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. The Owner, at its sole discretion, may consolidate a mediation conducted under this Agreement with any other arbitration-mediation to which it is a party provided that (1) the arbitration-mediation agreement governing the other arbitration-mediation permits consolidation, (2) the arbitrations-mediations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations-mediations employ materially similar procedural rules and methods for selecting arbitrator(s)-mediator(s).~~

~~§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party. The Owner, at its sole discretion, 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-mediation, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration-mediation 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. Contractor further agrees to include similar dispute resolution provisions in all agreements with the independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include similar dispute resolution provisions in all agreements with subcontractors, all subconsultants, suppliers or fabricators so retained, thereby providing for a consistent method of dispute resolution between the parties to those agreements. Subject to the other limitations periods identified in these General Conditions which are understood to govern over this sentence, no demand for mediation shall be made after the date when the applicable statutes of limitation would bar legal or equitable proceedings. During the pendency of any mediation, all applicable limitations period shall be tolled until the conclusion of that process.~~

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

Modified; 05/01/24; 10:54am

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 11:42:08 ET on 05/01/2024 under Order No. 3104240363 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A232™ – 2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)



AIA[®] Document B132™ – 2019

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

AGREEMENT made as of the _____ day of _____ in the year 202
(In words, indicate day, month, and year.)

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

Livingston Educational Service Agency
1425 W. Grand River Avenue
Howell, Michigan 48843

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

Lindhout Associates, Architects, A.I.A., P.C.
10465 Citation Drive
Brighton, Michigan 48116
Telephone: (810) 227-5668
Facsimile: (810) 227-5855

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

Livingston Educational Service Agency, various building and site improvements, including:

Project #1: Outdoor Classroom and Pre-Engineered Metal Building. Custom designed covered outdoor classroom and an approximately 7,200 s.f. pre-engineered metal building (PEMB). The PEMB will be mixed use with conditioned storage, non-conditioned storage, and a robotics space for student & vocational as the main program uses.

Project #2: Pathway School Addition. Approximately 14,000 s.f. addition to the Pathway School's west. The design and construction will closely follow the existing building's design aesthetic and engineering. The main purpose will be for additional education space. 6 new classrooms, extending corridors, renovating two existing classrooms, coordinating two new playground areas, improving the bus parking/drop lanes & site paving to the west are all part of the program.

Project #3: Administrative Building Renovations. Renovation of two existing men's & women's multi-occupant bathrooms into an inclusive flexible bathroom layout. Some underutilized lobby space will be renovated to include flexible meeting rooms. Exterior improvements to the west are included to improve paving, approach and exiting conditions.

Project #4: Bus Garage Interior Renovations. Renovation of one toilet room to improve accessibility.

All of the foregoing improvements shall be in accordance with the Owner-approved plans and specifications, the Owner's fixed budget, and all applicable laws, codes, rules, and regulations.

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

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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

O'Neal Construction of Michigan, Inc.
525 W. William Street
Ann Arbor, Michigan 48103
Telephone: (734) 769-0770

The Owner and Architect agree as follows.



TABLE OF ARTICLES

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ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

To be determined by the Owner in writing after advice and input from the Architect, Construction Manager, and any others deemed appropriate by the Owner

§ 1.1.2 The Project's physical characteristics:

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

To be determined by the Owner in writing after advice and input from the Architect, Construction Manager, and any others deemed appropriate by the Owner

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

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

The Owner's fixed budget for the Cost of the Work is a sum to be established by the Owner as a condition of this Agreement, anticipated to be as follows:

Project #1:	\$ 2,408,363
Project #2:	\$ 6,524,325
Project #3:	\$ 901,529

Project #4:	\$ 62,456
TOTAL:	\$ 9,896,673

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

.1 Design phase milestone dates, if any:

To be determined.

.2 Construction commencement date:

To be determined.

.3 Substantial Completion date or dates:

To be determined.

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid or negotiated contract.)

Multiple Prime Contractors, competitively bid in accordance with the Revised School Code and other applicable laws.

§ 1.1.6 The Owner's requirements for accelerated ~~or fast-track~~ design and construction, multiple bid packages, or phased construction are set forth below:
(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)

To be determined.

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

~~§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E235-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E235-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.~~

§ 1.1.8 The Owner identifies the following representative in accordance with ~~Section~~ Sections 5.3 and 5.4:
(List name, address, and other contact information.)

R. Michal Hubert, Ed.D
Superintendent of Schools
Livingston Educational Service Agency
1425 W. Grand River Avenue
Howell, Michigan 48843

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

As the Board of Education directs, the State of Michigan, and as otherwise required by law.

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

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

.1 Construction Manager:

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1.)

.2 Land Surveyor:

To be provided by the Architect's civil engineering consultant.

.3 Geotechnical Engineer:

To be provided by the Architect.

.4 Civil Engineer:

To be provided by Architect (see Section 1.1.12.1).

.5 Other consultants and Contractors:

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

To be determined.

§ 1.1.11 The Architect identifies the following representative in accordance with ~~Section~~ Sections 2.3 and 2.4:

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

Jason McIntyre
Project Architect/Manager
Lindhout Associates architects, aia pc

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

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

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Paradis and Associates
Rochester, Michigan

Init.

.2 Mechanical Engineer:

M.E.E.C., Inc.
Plymouth, Michigan

.3 Electrical Engineer:

M.E.E.C., Inc.
Plymouth, Michigan

.4 Civil Engineer

Boss Engineering
Howell, Michigan

.5 Delegated design is not permitted on this Project without the Owner's prior written consent

§ 1.1.12.2 Consultants retained under Supplemental Services: Potential Consultants that may be retained under Supplemental Services if there is compliance with the first paragraph of Section 4.1:

To be determined.

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

The Architect will be responsible for the services performed by any third-party consultants hired by the Architect. The contract between the Architect and a consultant shall identify the Owner as an intended third-party beneficiary.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust may mutually agree to a written adjustment in the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information. compensation, as applicable.

§ 1.3 The parties shall may 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.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model 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.

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager. The term "Contractors" is used to refer to such persons or

entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in ~~AIA Document C132™ 2019, Standard Form of the Agreement Between Owner and Construction Manager as Adviser.~~ The Architect shall not be responsible for actions taken by the Construction Manager.

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

§ 2.5 ~~Except with the Owner's knowledge and consent, the~~ The Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 The Architect shall maintain the following ~~insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.~~ standard insurance until termination of this Agreement or until the date(s) specified in this Agreement, whichever is longer, in the amounts identified below, in an Architect-provided certificate of insurance, or as required by law, whichever is greater.

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000) for each occurrence and Two Million Dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000) 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.

§ 2.6.3 The Architect 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 liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, 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. The Architect shall provide umbrella coverage with a policy limit of not less than Seven Million Dollars (\$7,000,000).

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars (\$ 500,000) each accident, Five Hundred Thousand Dollars (\$ 500,000) each employee, and Five Hundred Thousand Dollars (\$ 500,000) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$ 2,000,000) per claim and Two Million Dollars (\$ 2,000,000) in the aggregate.

Init.

§ 2.6.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section ~~2-6-2.6~~ at the time of execution of this Agreement.

§ 2.6.9 Prior to the commencement of any Project, the Architect shall notify the Owner in writing of its proposed insurance coverages and amounts, even if they are the same as identified in this Section 2.6, which coverages and amounts shall be subject to the Owner's reasonable approval, and such coverages will not be terminated, non-renewed, or reduced without at least 30 days prior written notice to the Owner.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 ~~The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are civil, interior design, and electrical engineering services and other architectural and engineering services required to complete the Project, all provided by those qualified and experienced in their respective fields, as needed, to address the requirements of the Project. Services identified in this Agreement, the General Conditions, and any other Contract Document shall be Basic Services unless expressly identified therein as Supplemental or Additional Services.~~

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

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

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

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's ~~services.~~ services and the Project as a whole. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's ~~services.~~ services and the Project as a whole.

§ 3.1.5 The Architect shall not be responsible for an Owner's ~~or Construction Manager's~~ directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's ~~written review or~~ approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design and regulatory requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist and advise the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project-Project and relating to construction design and performance. The Architect shall have the primary responsibility to complete the required documents and to ensure that they are properly filed on behalf of the Owner.

§ 3.1.8 The Architect acknowledges that the services to be provided by the Architect under this Agreement shall include assisting the Owner in complying with the Owner's obligations set forth in Public Act No. 306 of 1937, MCL 388.851, et seq., and Public Act 299 of 1980, MCL 339.2011 (collectively, the "Acts"). Therefore, the Architect hereby agrees to perform the services that shall or may be performed by an "architect" pursuant to those Acts. The parties acknowledge that nothing in this Agreement shall be construed to limit the Architect's services, duties or obligations under either of those Acts, except that the parties further acknowledge that the Construction Manager may provide construction supervision as required by 1937 PA 306.

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

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

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner and Construction Manager, consult with the Owner regarding same, and shall review and at all times follow all laws, codes, and regulations applicable to the Architect's services-services and the Project.

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

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner and Construction Manager regarding the requirements of the Project.

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

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

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

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

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

§ 3.2.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate such revisions in the Design Development Phase.

§ 3.2.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on receive and review the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner the Owner and shall prepare such estimates of Construction Cost as the Architect deems necessary to perform Basic Services and to satisfy MCL 339.2011.

§ 3.2.9 The Architect shall specifically request and obtain the Owner's written approval of the Schematic Design Documents and related construction cost estimates before proceeding to the Design Development Phase. Approval by the Owner will not constitute approval of the means, techniques, or particular material recommended by the Architect for the Project. The Architect expressly assumes all costs and damages related to its failure to timely and properly obtain the Owner's written approval as required herein.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare and provide Design Development Documents for the Owner's and Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon The Owner's approval shall be for general design concept purposes only and shall not be an approval of technical or design details. The Design Development Documents shall take into consideration information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, ~~mechanical and electrical systems, and other appropriate elements. mechanical, civil, and electrical systems, and other elements identified in Section 1.1.12 or Section 3.1, or otherwise appropriate.~~ The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

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

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

§ 3.3.4 The Architect shall specifically request and obtain the Owner's written approval of the Design Development Documents and related construction cost estimates before proceeding to the Construction Documents Phase. Approval by the Owner will not constitute approval of the means, techniques, or particular material recommended by the

Architect for the Project. The Architect expressly assumes all costs and damages related to its failure to timely and properly obtain the Owner's written approval as required herein.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare and provide Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the ~~quality levels and performance criteria of materials and systems~~ materials and systems, their quality levels, and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall expressly require in the bid documents and which the Architect shall review in accordance with Section 3.6.4.

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

§ 3.4.3 During the development of the Construction Documents, ~~if requested by the Owner,~~ the Architect shall assist the ~~Owner and the~~ Construction Manager in the development and preparation of (1) bidding and procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreements between the Owner and Contractors; and (3) the Conditions of the Contracts for Construction (General, Supplementary and other Conditions); and (4) a project manual that includes the Conditions of the Contracts for Construction and Specifications, and may include bidding requirements and sample forms. All such documents shall have been provided in a format that conforms with the terms of this Agreement and the Drawings/Specifications, including but not limited to dispute resolution provisions, and shall comply with all public bidding, prevailing wage (if applicable), and contracting laws applicable to Michigan public school districts and this Project.

§ 3.4.3.1 Documents referenced in Section 3.4.3 shall consist of the unabridged AIA contract forms modified as necessary to be consistent with this Agreement. In conjunction with the Construction Manager, the Architect shall include in bid specifications and in any of the relevant document provisions a statement indicating that modified version(s) of the standard AIA Owner/Contractor Agreement will be utilized. In conjunction with the Construction Manager, the Architect shall ensure that the form of Owner/Contractor Agreement and General Conditions shall either be prepared by, or reviewed and approved by, Owner's legal counsel.

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

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

§ 3.4.6 The Architect shall specifically request and obtain the Owner's written approval of the Construction Documents and related construction cost estimates before proceeding to the Procurement Phase. Approval by the Owner will not constitute approval of the means, techniques, or particular material recommended by the Architect for the Project. The Architect expressly assumes all costs and damages related to its failure to timely and properly obtain the Owner's written approval as required herein.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining ~~either competitive bids or negotiated proposals;~~ competitive bids; (2)

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confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; ~~and (4) awarding and preparing Contracts for Construction;~~ (4) preparing Contracts for Construction; and (5) rendering interpretations and clarifications of drawings and specifications in appropriate written form. The Owner shall award bids as required by law. See Section 12.10.

§ 3.5.2 Competitive Bidding

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

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders ~~and bidders~~, providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of ~~addenda~~; ~~and addenda~~ and providing recommendations for award of bids;
- .4 organizing and conducting the opening of bids, and subsequently documenting and distributing the bidding results, as directed by ~~the Owner~~. the Owner and in compliance with applicable competitive bidding laws;
- .5 working with the Construction Manager to determine compliance with competitive bidding laws, including respect to bid advertisements, familial disclosure statements, and Iran Economic Sanctions Act certifications; and
- .6 participating in post-bid conferences with apparent low bidders.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect ~~shall, as an Additional Service,~~ shall consider requests for substitutions, and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements, and proposed Contract ~~Documents~~. Documents and shall adhere to competitive bidding thresholds established by applicable law.

§ 3.5.3.2 The Architect shall assist the Owner and Construction Manager in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective Contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective Contractors;
- .3 preparing responses to questions from prospective Contractors and providing clarifications and interpretations of the Proposal Documents to the prospective Contractors in the form of addenda; and
- .4 if requested by the Owner, participating in negotiations with prospective Contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions, consult with the Construction Manager, and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. ~~If the Owner and Contractor modify AIA Document A232-2019, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.~~ Edition, as amended.

§ 3.6.1.2 The Architect shall advise and consult with the Owner and Construction Manager during the ~~Construction Phase Services.~~ Services provided in this Agreement. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the ~~Architect~~ Architect, except as otherwise provided in this Agreement, be responsible for the Contractors' failure to perform the Work in accordance with the requirements of the Contract

Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, ~~and and, except as provided in this Agreement,~~ shall not be responsible for acts or omissions of the Construction Manager, or acts or omissions of the Contractors or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2, ~~and except as provided in Section 3.6.6.5, the~~ The Architect's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment. See, Section 12.8.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of ~~construction, or as otherwise required in Section 4.2.3, construction~~ to become generally familiar with the progress and quality of the portion of the Work completed, to guard the Owner against defects and deficiencies, to comply with statutory obligations, 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, subject to Section 3.1.8, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and the Construction Manager (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

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

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

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

§ 3.6.2.5 Unless the Owner and Contractors designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232-2019, the Architect, with the assistance of the Construction Manager, shall render initial ~~decisions~~ written interpretations on Claims between the Owner and Contractors as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 ~~Not more frequently than~~ At least monthly, the Architect shall review and certify an application for payment. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, unless the circumstances require a shorter time period, the Architect shall review and certify the application as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously

reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.

- .2 Where there is more than one Contractor responsible for performing different portions of the Project, the Architect shall review the Project Application and Project Certificate for Payment, with the Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed, and certified. The Architect shall certify the total amount due all Contractors collectively and shall issue a Project Certificate for Payment in the total of such amounts.

§ 3.6.3.2 The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, 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 Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the ~~Architect~~. Architect in writing and accompanying the relevant certification.

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

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

§ 3.6.4 Submittals

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

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractors' submittals such as Shop Drawings, Product Data and Samples, including those that the Construction Manager has reviewed, recommended for approval, and transmitted to the Architect. The Architect's review of the submittals shall ~~only~~ be for the ~~limited~~ purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractors' responsibilities. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's review and approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractors to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractors' design professionals, provided the submittals bear such professionals' seal and signature when submitted to the Architect. The Architect's review shall be for the ~~limited~~ purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Subject to its professional experience and expertise, the Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 ~~After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.2, the Architect shall~~ The Architect shall timely review and respond to requests for information about the Contract

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

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager or otherwise for the Owner's approval and execution in accordance with the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe the Work to be added, deleted, or modified.

§ 3.6.5.2 The Architect 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. Such changes shall be effected by written order issued by the Architect through the Construction Manager. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe the Work to be added, deleted, or modified.

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect, assisted by the Construction Manager, shall:

- .1 conduct inspections to determine the date of Substantial Completion and the date of final completion;
- .2 issue a Certificate of Substantial Completion prepared by the Construction Manager; upon Substantial Completion, jointly with a relevant Contract and the Construction Manager, prepare a list of incomplete or unsatisfactory items and schedule their completion;
- .3 review written warranties and related documents required by the Contract Documents and received from the Contractors, through the Construction Manager; and
- .4 after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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

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

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and Supplemental Services or Additional Services may be provided by the Architect and compensated by the Owner as a Supplemental Service or Additional Service only if: (a) required for the Project, (b) the Owner authorizes the performance of same in writing prior to the Architect's provision of any such service, and (c) the Architect provides a good faith estimate of the cost of same prior to the Owner's authorization. The Owner shall not be obligated to pay for any Supplemental Services or Additional Services in the absence of the foregoing. For properly authorized Supplemental Services or Additional Services, the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project. Supplemental Services or Additional Services do not include those items listed below and identified as Basic Services, which shall be provided as Basic Services.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner or Not Provided)</i>
§ 4.1.1.1 Assistance with selection of Construction Manager	
§ 4.1.1.2 Programming	<u>Basic Service</u>
§ 4.1.1.3 Multiple preliminary designs	<u>Basic Service</u>
§ 4.1.1.4 Measured drawings of existing facilities unrelated to the Project	
§ 4.1.1.5 Existing facilities surveys	<u>Basic Service (areas of work and adjacent affected spaces only)</u>
§ 4.1.1.6 Site evaluation and planning	<u>Basic Service</u>
§ 4.1.1.7 Building Information Model management responsibilities	
§ 4.1.1.8 Development of Building Information Models for post construction use	
§ 4.1.1.9 Civil engineering	<u>Basic Service</u>
§ 4.1.1.10 Landscape design	
§ 4.1.1.11 Architectural interior design	<u>Basic Service</u>
§ 4.1.1.12 Value analysis	<u>Basic Service</u>
§ 4.1.1.13 Cost estimating	<u>Basic Service (see MCL 339.2011)</u>
§ 4.1.1.14 On-site project representation	<u>Basic Service</u>
§ 4.1.1.15 Conformed documents for construction	
§ 4.1.1.16 As-designed record drawings	<u>Basic Service</u>
§ 4.1.1.17 As-constructed record drawings	
§ 4.1.1.18 Post-occupancy evaluation	<u>Basic Service</u>
§ 4.1.1.19 Facility support services	
§ 4.1.1.20 Tenant-related services	
§ 4.1.1.21 Architect's coordination of the Owner's consultants	<u>Basic Service</u>

§ 4.1.1.22	Telecommunications/data design	Basic Service See Section 4.1.2.1
§ 4.1.1.23	Security evaluation and planning	Basic Service See Section 4.1.2.1
§ 4.1.1.24	Commissioning	See Section 4.1.2.1
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.26	Historic preservation	
§ 4.1.1.27	Furniture, furnishings, and equipment design	
§ 4.1.1.28	Other services provided by specialty Consultants <u>identified in Section 1.1.12.2</u>	
§ 4.1.1.29	Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

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

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

Section 4.1.1.22: As part of Basic Services, the Architect shall plan and design the technology infrastructure, in consultation with the Owner and the Owner's technology designer.

Section 4.1.1.23: Without limiting the breadth of the Architect's Basic Services, the Architect shall comply with the requirements of MCL 380.1264.

Section 4.1.1.24 The Architect shall comply with applicable laws regarding commissioning, including but not limited to Rule 1098a of the Michigan Energy Code, and shall otherwise participate in basic system start-up and balancing as part of its Basic Services.

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

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

~~§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E235™ – 2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.~~

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement, without invalidating the ~~Agreement. Agreement~~, if there has been compliance with the first paragraph of Section 4.1.1. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 ~~and~~ and, if necessary, an appropriate adjustment in the Architect's schedule.

~~§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The following Additional Services shall be provided if there has been compliance with the first paragraph of Section 4.1.1. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:~~

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- .1 ~~Services Subject to Section 6.6 and Section 6.8, services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;~~
- .2 ~~Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;~~
- .3 Services necessitated by enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care; which occur after the preparation of such Instruments of Service. The Architect is expected to and shall provide its services in compliance with the most recent codes, laws, regulations, and interpretations;
- .5 ~~Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner, acknowledging the Owner's obligations under the Open Meetings Act, or any other failure of performance on the part of the Owner, Construction Manager, Owner or the Owner's other consultants or contractors;~~
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .7 ~~Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;~~
- .8 ~~Preparation for, and attendance at, a public presentation, meeting or hearing;~~
- .9 ~~Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;~~ thereto or at which the Architect's services are at issue;
- .10 ~~Evaluation of the qualifications of entities providing bids or proposals;~~
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .12 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 ~~To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. promptly comply with the first paragraph of Section 4.1.1 for the following Additional Services . If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall have no obligation to compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice; not accepted in writing by the Owner:~~

- .1 ~~Reviewing a Contractor's submittal out of sequence from the Project submittal schedule approved by the Architect;~~
- .2 ~~Responding to the Contractors' requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractors from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared coordination drawings, or prior Project correspondence or documentation;~~
- .3 ~~Preparing Change Orders, and Construction Change Directives that require evaluation of Contractors' proposals and supporting data, or the approved by the Owner that exceed the scope of the Work and Project cost and that require substantial preparation or revision of Instruments of Service;~~
- .4 ~~Evaluating an extensive number of Claims as the Initial Decision Maker; or~~
- .5 ~~Evaluating substitutions proposed by the Owner, Construction Manager or Contractors, Owner and making subsequent revisions to Instruments of Service resulting therefrom; therefrom after bids have been awarded.~~

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 (—) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractors
- .2 (—) visits to the site by the Architect during construction
- .3 (—) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 (—) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within (—) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner Upon the Architect's specific written request, the Owner shall provide information regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132 – 2019, Standard Form of the Agreement Between Owner and Construction Manager as Adviser-Manager. The Owner shall provide the Architect with a copy of the scope of services in the agreement executed between the Owner and the Construction Manager, and any subsequent modifications to the Construction Manager's scope of services in the agreement.

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

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractors to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

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

§ 5.5 The Where required by the circumstances of the Project and requested by the Architect in writing, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable,

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

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

~~§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.~~

~~§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™ 2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.~~

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

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

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

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

~~§ 5.13~~ The Owner shall endeavor to communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. Documents that may affect the Architect's services. The Owner and Construction Manager 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 Construction Manager otherwise relating to the ~~Project. Project that may affect the Architect's services.~~ Communications by and with the Architect's consultants shall be through the Architect.

~~§ 5.14~~ Before executing the Contracts for Construction, the Owner shall coordinate Architect shall assist the Owner with coordination of the Architect's duties and responsibilities set forth in the Contracts for Construction with the Architect's services set forth in this Agreement. The Upon request, the Owner shall provide the Architect a copy of the

executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

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

§ 5.16 ~~Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.~~

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of cost estimating or tracking under this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. ~~The Cost of the Work includes the profit, compensation of the Construction Manager and Construction Manager's consultants during the Construction Phase only, including consultants, and compensation of the Architect and the Architect's consultants, including respective compensation for reimbursable expenses at the job site, if any. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The~~ For purposes of calculating fees or other costs determined on a percentage of the Cost of the Work only, the Cost of the Work does not include the compensation of the Architect; ~~of the Architect or the Architect's consultants; compensation of the Construction Manager of the Construction Manager's consultants; work for which the Architect is not providing services (for example, unused contingency dollars, Owner-hired consultants, review/permit fees, other Owner-purchased equipment);~~ the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, ~~and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4.~~ Information. A fixed limit of construction costs shall be established by the Owner as a condition of this Agreement in accordance with the relevant application for preliminary qualification of bonds. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design ~~professional~~ professional familiar with the construction industry.

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

§ 6.3.1 ~~If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates. The Architect shall ensure compliance with MCL 339.2011.~~

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

§ 6.5 If ~~the Construction Manager's at any time the~~ estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;

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User Notes:

- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions ~~in to~~ the Construction Documents ~~Phase~~ as necessary to comply with the Owner's fixed budget for the Cost of the Work ~~at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1.~~ The Architect's revisions in the Construction Documents Phase shall be the limit of as a Basic Service. The Architect's revisions to the Construction Documents shall be the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as ~~an Additional~~ a Basic Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, ~~except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.~~ Work as a Basic Service.

§ 6.8 In the event the lowest bid (or bids) exceeds the budget for the Project, the Architect, in consultation with and at the direction of the Owner, shall without additional compensation provide such modifications in the Contract Documents and other architectural and design services as necessary to bring the cost of the Project within budget.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

§ 7.2 ~~The~~ Except as otherwise provided in this Agreement, the Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 ~~The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively.~~ Upon execution of this Agreement, the Owner shall have a nonexclusive, irrevocable license and right to access, use and reproduce the Instruments of Service for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses altering, and adding to the Project or completing the Project should the Architect not provide services through completion. On behalf of, and for the benefit of, the Owner, the Architect shall obtain similar rights from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractors, Construction Manager, Subcontractors, Sub-subcontractors, and Such rights shall, without limitation, authorize the Owner and the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and Separate Contractors, separate contractors and other design professionals, to utilize and to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively Service for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate. Any termination of this Agreement for any reason or under any condition shall in no way terminate or otherwise diminish the licenses and rights described herein.

To the extent permitted by law, the Owner releases the Architect from responsibility for any subsequent design professional's use of the Instruments of Service, but the Architect remains responsible for its own performance on the Project.

§ 7.3.1 ~~In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the~~

Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted or referenced in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. ~~The Except as allowed in this Agreement,~~ the Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 ~~Except as otherwise stated in Section 7.3, the~~ The provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. Michigan law, but in no case shall a claim by the Owner be deemed untimely if filed within six (6) years of Substantial Completion of the overall Project or, if longer, one year after the discovery of a defect caused by the Architect's gross negligence. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 ~~To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2019, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein. The parties agree that the Owner is not waiving any rights its insurer(s) may have to subrogation. To the extent any term in this Agreement or any other Contract Document is contrary to this provision, such term is void and unenforceable.~~

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's ~~officers board members~~ and employees harmless from and against damages, losses and judgments arising from ~~claims by third parties, judgments,~~ including reasonable attorneys' fees and expenses recoverable under applicable law, ~~but only law~~ to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. ~~The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by Agreement or the Architect's breach of this Agreement.~~

§ 8.1.4 ~~The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.~~

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution. litigation.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by non-binding mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. Agreement, except that either party may, if in good faith, declare a mediation impasse and

proceed with litigation after one full day of mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings. During the pendency of this alternative dispute resolution process, the parties agree that applicable limitations periods shall be tolled.

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

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

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: (Specify)

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

§ 8.3 Arbitration The costs of any binding dispute resolution procedures and reasonable attorneys' fees shall be paid by the non-prevailing party, as determined by the adjudicator of the dispute.

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement 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 this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 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, dispute or other matter in question 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, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.1 Either party, at its sole discretion, 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 issues of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, 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.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

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

§ 9.2 If the Owner ~~suspends the Project,~~ voluntarily suspends the Project for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. ~~When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services.~~ The Architect's fees for the remaining services and the time schedules shall be ~~equitably adjusted.~~ subject to negotiation by the parties.

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

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or if the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services ~~performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.~~ timely and properly performed prior to termination and for Reimbursable Expenses then due.

§ 9.7 ~~In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:~~

~~(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)~~

.1 Termination Fee:

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.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

~~§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.~~

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

~~§ 10.1 This Agreement 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 8.3. State of Michigan.~~

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, ~~except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Architect and Construction Manager as modified on behalf of the Owner. In the event of any inconsistency between this Agreement and the General Conditions, the terms of this Agreement shall govern.~~

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, ~~except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, and including any payments due to the Architect by the Owner prior to the assignment.~~ other.

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

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

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information ~~if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary.~~ information. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. The Architect shall obtain the Owner's approval prior to disclosures of information for purposes of verifying that such disclosures contain no confidential information (including, for example, information protected by FERPA). This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

~~§ 10.8 If the Architect or Owner receives information specifically designated as receives Owner information that is "confidential" or "business proprietary," the receiving party Architect shall keep such information strictly confidential~~

and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 ~~The receiving party Architect may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, Owner, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party Architect to defend itself in any dispute and the Owner has consented to such disclosure. The Architect may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.~~

§ 10.9 If any court of competent jurisdiction declares a provision of this Agreement invalid, illegal or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect. The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

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

§ 10.11 Waiver. Any waivers hereunder must be in writing. No waiver or right or remedy in the event of default hereunder shall constitute a waiver of such right or remedy in the event of any subsequent default. A waiver of any term, condition, or covenant by a party shall not constitute a waiver of any other term, condition or covenant.

ARTICLE 11 COMPENSATION

§ 11.1 ~~For the Architect's Basic Services described under Article 3, timely and proper performance of Basic Services, the Owner shall compensate the Architect as follows:~~

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

~~()~~ % of the Owner's budget for The following percentages of the Cost of the Work, as calculated in accordance with Section 11.6, defined in Section 6.1, shall apply to each individual project as stated: .

Project #1:	6.0%
Project #2:	7.5%
Project #3:	6.5%
Project #4:	5.0%

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's ~~Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, properly authorized Supplemental Services and Additional Services,~~ the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

As mutually agreed by the parties in writing prior to the performance of service in accordance with the hourly rates set forth in Section 11.7.

§ 11.3 For ~~Additional Services that may arise during the course of the Project, including those under Section 4.2,~~ the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect ~~plus percent (—%), or as follows: without mark-up.~~
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows. Compensation is due and payable in monthly progress payments for services properly completed and authorized expenses incurred. As a guideline for anticipating payments, architectural services are approximately apportioned as follows:

Schematic Design Phase	<u>Fifteen</u>	percent (<u>15</u>	%)
Design Development Phase	<u>Fifteen</u>	percent (<u>15</u>	%)
Construction Documents Phase	<u>Forty</u>	percent (<u>40</u>	%)
Procurement Phase	<u>Three</u>	percent (<u>3</u>	%)
Construction Phase	<u>Twenty-Seven</u>	percent (<u>27</u>	%)
<hr/>				
Total Basic Compensation	one hundred	percent (100	%)

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

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, ~~progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation~~ compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

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

§ 11.7 The hourly billing rates for ~~services Supplemental and Additional Services~~ of the Architect and the Architect's consultants are set forth below. ~~The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices in Exhibit A, Hourly Rates.~~
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

<u>Employee or Category</u>	<u>Rate (\$0.00)</u>
<u>CEO / President</u>	<u>\$168.00 per hour</u>
<u>Partner</u>	<u>\$142.00 per hour</u>
<u>Principal</u>	<u>\$132.00 per hour</u>
<u>Project Manager</u>	<u>\$122.00 per hour</u>
<u>Senior Project Architect</u>	<u>\$110.00 per hour</u>
<u>Project Architect</u>	<u>\$102.00 per hour</u>
<u>Planner / Designer</u>	<u>\$102.00 per hour</u>
<u>Intern Architect III</u>	<u>\$98.00 per hour</u>
<u>Intern Architect II</u>	<u>\$88.00 per hour</u>
<u>Intern Architect I</u>	<u>\$75.00 per hour</u>
<u>Sr. Staff</u>	<u>\$60.00 per hour</u>

§ 11.8 Compensation for Reimbursable Expenses

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

- ~~.1 Transportation and authorized out-of-town travel and subsistence;~~ Authorized out-of-town travel and subsistence more than 50 miles (not including travel to and from the Project site(s)) with the Owner's prior written consent;
- ~~.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~
- ~~.3 Permitting and other fees required by authorities having jurisdiction over the Project;~~ the Project. The Architect will pay initial deposits for plan reviews as a reimbursable expense. Invoices for the balance of such fees may be forwarded to, and paid directly by, the Owner;
- ~~.4 Printing, reproductions, plots, and standard form documents;~~ documents for bidding and construction documents;;
- ~~.5 Postage, handling, and delivery;~~
- ~~.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
- ~~.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project; and~~
- ~~.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;~~
- ~~.9 All taxes levied on professional services and on reimbursable expenses;~~
- ~~.10 Site office expenses;~~
- ~~.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and~~
- ~~.12 Other similar Project related expenditures.~~

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred. Reimbursable expenses shall not exceed \$ _____ without the prior written consent of the Owner.

The Architect's total compensation package, including fee and reimbursable expenses, shall not exceed \$ _____.

§ 11.9 Architect's Insurance

~~If the The~~ types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below; ~~this Agreement, including Section 2.6, shall be provided as part of the Architect's Basic Services.~~

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero Dollars (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 ~~If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

§ 11.10.2 Progress Payments

§ 11.10.2.1 ~~Unless otherwise agreed, payments for Payments for undisputed services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation. Undisputed payments are due and payable within thirty (30) days of the Owner's receipt of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice due date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect below.~~
(Insert rate of monthly or annual interest agreed upon.)

~~%~~ 5 % (See MCL 438.31)

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to Contractors for the cost of changes in the Work, unless the Architect agrees or ~~has been found liable for the amounts in a binding dispute resolution proceeding for which the Architect is responsible.~~

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

§ 12.1 The Architect shall perform its duties, responsibilities and services in a manner consistent with the professional standards of the architectural profession.

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

§ 12.3 The Architect shall immediately notify the Owner, in writing, of the presence of any hazardous material in connection with this Project of which the Architect is aware. The Owner, at its cost, shall be responsible for analysis, design, removal, remediation or other action related to any asbestos or hazardous substances. For purposes of this Agreement, the Owner acknowledges that the Architect is not a hazardous materials professional.

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

(b) If errors and omissions in the Project are detected in the plans and specifications after the Work has been bid, and if revision, removal or replacement of a portion of the Work is required, the cost to change the plans and specifications shall be the responsibility of the Architect and, if the Architect's error or omission was due to professional negligence, as determined on a case-by-case basis, then the Architect shall pay for the cost of the revision, removal, and the

reconstruction required to incorporate the omission or to correct the error, and the Owner shall be responsible only for the costs it would have incurred had the error or omission not occurred, subject to any other limitations or requirements under law.

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

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

§ 12.7 The following services shall be provided as Basic Services: (i) Preparation of design and documentation for alternate bid or proposal requests, (ii) Preparation for, and attendance at, a public presentation, meeting or hearing, (iii) Evaluation of qualifications of entities providing bids or proposals, (iv) Review Contractor's submittals out of sequence from the Project submittal schedule, (v) Responding to Contractor's requests for information, and (vi) Evaluating an extensive number of Claims as Initial Decision Maker

§ 12.8 The Architect agrees to provide assistance for at least one (1) year beyond the date of substantial completion as a part of Basic Services, as well as a post-occupancy evaluation of the building thirty (30) days prior to the expiration of the warranty period. This review shall include architectural, plumbing, mechanical, electrical, civil and structural review of the Project, to determine whether the Project components are performing as specified prior to the expiration of the relevant warranty.

§ 12.9 The Owner reserves the right to approve the identity of the Architect's project representative(s) and to require their replacement upon two (2) weeks' notice. The Architect shall make available the services of Jason McIntyre, and other such individuals as may be required to provide the services defined as Basic Services or needed in the course of the Project to complete the Project as described in the Agreement. In the event that any individual identified above is discharged, dies, is disabled or is promoted to take on a substantially different responsibility, or at such time as the Owner requests a personnel change, the Architect shall promptly submit to the Owner a qualification and experience resume of the person(s) proposed as replacement(s) and shall furnish replacement(s) upon agreement of the Owner.

§ 12.10 The Architect will assist the Construction Manager in all contract award services, including but not necessarily limited to, conducting pre-award conferences with apparent low bidders, reviewing bids or negotiated proposals, and advising the Owner whether such bids and proposals are responsive and acceptable in the context of the Project requirements.

§ 12.11 The Architect shall not utilize photographs of this Project for any advertising or promotional purpose that includes the image of any student of the Owner without the express written permission of the parent or guardian of that student if that student is a minor. If the student is of the age of majority or is an emancipated minor, the Architect must obtain express written permission from that student. Such express written permission shall acknowledge the Architect's intent for use of those images. The Owner, in its discretion, may assist the Architect in securing such permission. The Architect may reasonably rely on the Owner's information when determining whether students have permission to be photographed.

§ 12.12 The Architect, with the assistance of the Construction Manager, shall include in bidding information, plans or specifications a requirement that the successful Contractor(s) shall provide operation manuals to the Owner and Contractor(s) shall provide adequate training for the Owner in the operation of any and all facility systems installed by the Contractor(s) including mechanical, civil, electrical, HVAC systems and any other building systems.

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

§ 12.14 The Owner reserves the right in its discretion to require consolidation or any joinder of mediation arising out of or relating to this Agreement with another mediation involving a person or entity not a party to this Agreement, in the event the Owner believes such consolidation or joinder is necessary.

§ 12.15 In the event the Owner is involved in a dispute which is not subject to mediation involving a person or entity not a party to this Agreement, the mediation provisions of this Agreement shall be deemed to be void and non-existent in the event the Owner, in its discretion, determines the other party should become a party to that dispute by joinder or otherwise.

§ 12.16 In the event of mediation arising out of or relating to this Agreement, the Owner reserves the right to require that the mediation hearing be conducted in the general area where the Owner's principal place of business is located.

§ 12.17 The Architect will provide a full set of all drawings and specifications to the Owner upon completion of the Project. Further, the production of original drawings and specifications, as well as all construction bulletin drawings and specifications in both pdf and any other form reasonably requested by the Owner shall be a part of Basic Services and shall be made available to the Owner upon request at any time after they have been created regardless of whether completed. Additionally, as part of Basic Services, the Architect shall assemble and deliver all field drawings used for the Project provided to the Architect by the Construction Manager.

§ 12.18 The Architect, without additional cost to the Owner, shall maintain in force insurance coverage as set forth in Section 2.6. Insurance shall be either (a) occurrence-based and shall be maintained in force during the life of the Project and for a period of no less than twelve (12) months after the relevant date of Substantial Completion of the Project, or (b) claims-made and shall be maintained in force during the life of the Project and for a period of no less than seven (7) years after the relevant date of Substantial Completion of the Project. The Architect shall notify the Owner thirty (30) days in advance if the coverage becomes unavailable or if the coverage amount is substantially changed. The Architect shall provide the Owner with certificates of insurance evidencing the insurance coverage required of the Architect, which certificates shall be attached to the Agreement. With the exception of Professional Liability and Workers' Compensation/Employers' Liability insurance, the Owner shall be listed as an "additional insured" on all applicable insurances.

§ 12.19 The Architect and Construction Manager shall provide the Owner the necessary bidding information and shall assist the Owner in the preparation of the General Conditions of the contract and the Form of Agreement Between Owner and Contractor. The referenced documents shall consist of the unabridged AIA contract forms which the Architect shall either procure from the Owner's legal counsel or modify as necessary to be consistent with this Agreement and the laws of the State of Michigan, including, but not limited to dispute resolution procedures. The Architect shall include in bid specifications, and in any of the relevant document provisions indicating that modified version(s) of standard AIA Owner/Contractor Agreement(s) will be utilized; such contract shall be subject to the Owner's approval.

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

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

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

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B132™-2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser ~~Edition~~Edition, as modified
- .2 ~~AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:~~
(Insert the date of the E203-2013 incorporated into this Agreement.)

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this Agreement.)

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

AIA Document A232-2019, General Conditions of the Contract for Construction, as modified

In the event of any inconsistency or ambiguity within, between, or among the various Contract Documents, the terms most beneficial to the Owner (as determined in the Owner’s sole discretion) shall control.

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

LIVINGSTON EDUCATIONAL
SERVICE AGENCY,

LINDHOUT ASSOCIATES,
ARCHITECTS, A.I.A., P.C.,

OWNER *(Signature)*

ARCHITECT *(Signature)*

(Printed name and title)

D. Jason McIntyre, Architect, Partner

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

Modified: 05/01/24; 11:29am

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 11:39:29 ET on 05/01/2024 under Order No. 3104240363 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B132™ – 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)



AIA® Document C132® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Adviser

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

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

Livingston Educational Service Agency
1425 W. Grand River Avenue
Howell, Michigan 48843

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

O’Neal Construction of Michigan, Inc.
525 W. William Street
Ann Arbor, Michigan 48103
Telephone: (734) 769-0770

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

Livingston Educational Service Agency, various building and site improvements, including:

Project #1: Outdoor Classroom and Pre-Engineered Metal Building. Custom designed covered outdoor classroom and an approximately 7,200 s.f. pre-engineered metal building (PEMB). The PEMB will be mixed use with conditioned storage, non-conditioned storage, and a robotics space for student & vocational as the main program uses.

Project #2: Pathway School Addition. Approximately 14,000 s.f. addition to the Pathway School’s west. The design and construction will closely follow the existing building’s design aesthetic and engineering. The main purpose will be for additional education space. 6 new classrooms, extending corridors, renovating two existing classrooms, coordinating two new playground areas, improving the bus parking/drop lanes & site paving to the west are all part of the program.

Project #3: Administrative Building Renovations. Renovation of two existing men’s & women’s multi-occupant bathrooms into an inclusive flexible bathroom layout. Some underutilized lobby space will be renovated to include flexible meeting rooms. Exterior improvements to the west are included to improve paving, approach and exiting conditions.

Project #4: Bus Garage Interior Renovations. Renovation of one toilet room to improve accessibility.

All of the foregoing improvements shall be in accordance with the Owner-approved plans and specifications, the Owner’s fixed budget, and all applicable laws, codes, rules, and regulations.

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

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Architect:

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

Lindhout Associates, Architects, A.I.A., P.C.

10465 Citation Drive

Brighton, Michigan 48116

Telephone: (810) 227-5668

Facsimile: (810) 227-5855

The Owner and Construction Manager agree as follows.



TABLE OF ARTICLES

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

ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

As expressly approved by the Owner in writing after advice and input from the Architect, Construction Manager, and any others deemed appropriate by the Owner. See also Lindhout Associates Architects Feasibility Diagrams, dated February 2, 2024.

§ 1.1.2 The Project's physical characteristics:

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

As expressly approved by the Owner in writing after advice and input from the Architect, Construction Manager, and any others deemed appropriate by the Owner.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

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

The Owner's fixed budget for the Cost of the Work is a sum to be established by the Owner as a condition of this Agreement, anticipated to be as follows:

Project #1:	\$ 2,408,363
Project #2:	\$ 6,524,325

Project #3:	\$ 901,529
Project #4:	\$ 62,456
TOTAL:	\$ 9,896,673

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

.1 Design phase milestone dates, if any:

Pathway Addition – Bid Pack 1, Civil & Foundations – October 1, 2024
Pathway Addition – Bid Pack 2, MEP & Architectural – December 1, 2024
Others to be determined

.2 Construction commencement date:

Pathway Addition – November 1, 2024
Others to be determined

.3 Substantial Completion date or dates:

Pathway Addition – September 1, 2025
Others to be determined

.4 Other milestone dates:

To be determined

§ 1.1.5 The Owner intends the following procurement method for the Project:

(Identify method such as competitive bid or negotiated contract.)

Multiple Prime Contractors, competitively bid in accordance with the Revised School Code and other applicable laws.

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

(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)

To be determined.

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

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

Not Applicable

~~§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E235™ 2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235 2019 is incorporated into this Agreement, the Owner and Construction Manager shall incorporate the completed E235 2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.~~

§ 1.1.8 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere.)

Not Applicable

§ 1.1.9 The Owner identifies the following representative in accordance with Section 5.5:

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

R. Michal Hubert, Ed.D
Superintendent of Schools
Livingston Educational Service Agency
1425 W. Grand River Avenue
Howell, Michigan 48843

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

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

As the Board of Education directs, the State of Michigan, and as otherwise required by law

§ 1.1.11 The Owner shall retain the following consultants and Contractors:

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

.1 Land Surveyor:

To be determined

.2 Geotechnical Engineer:

To be determined .

.3 Civil Engineer:

To be provided by Architect

.4 Contractors, as defined in Section 1.4:

To be determined by the Owner in accordance with competitive bidding requirements under law, including, as applicable MCL 380.623a, 380.1267, and MCL 380.1274a

.5 Separate Contractors, as defined in Section 1.4:

To be determined.

.6 Other, if any:

(List any other consultants retained by the Owner.)

To be determined

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Section 2.5:

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

Init.

Matthew Gudenau
Vice President
525 W. William St.
Ann Arbor, Michigan 48103

§ 1.1.13 The Construction Manager's staffing plan as required under Section 3.3.3 shall include:
(List any specific requirements and personnel to be included in the staffing plan, if known.)

To be determined

§ 1.1.14 The Construction Manager's consultants retained under Basic Services, if any:
(List name, legal status, address, and other contact information of any consultants.)

To be determined.

§ 1.1.15 The Construction Manager's consultants retained under Supplemental Services:

Not Applicable

§ 1.1.16 Other Initial Information on which this Agreement is based:

To be determined

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Construction Manager shall ~~appropriately adjust the Construction Manager's services, schedule for~~ mutually agree to a written adjustment in the schedules, the Construction Manager's services, and the Construction Manager's compensation. ~~The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.~~ compensation, as applicable.

§ 1.3 The parties shall ~~may~~ 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.~~

§ 1.3.1 ~~Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model 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.~~

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Construction Manager and Architect. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Construction Manager and Architect.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

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

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in ~~AIA Document B132™ 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition, the Agreement Between Owner and Architect.~~ The Construction Manager shall not be responsible for actions taken by the Architect.

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

§ 2.5 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.6 The Construction Manager, as soon as practicable after execution of the Agreement, shall notify the Owner in writing of the names and qualifications of its proposed key staff members. ~~Within 14 days of receipt of the names and qualifications of the Construction Manager's proposed key staff members, the~~ The Owner may reply to the Construction Manager in writing, stating (1) whether the Owner has reasonable objection to a proposed key staff member or (2) that the Owner requires additional time to review. ~~Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.~~ The Construction Manager shall not staff any employees on the Project to whom the Owner has made reasonable and timely objection. The Construction Manager shall not change its key staff members without the Owner's consent, which shall not be unreasonably withheld or delayed. See also Section 12.4.

§ 2.7 Except with the Owner's knowledge and consent, the Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager's judgment with respect to this Project.

§ 2.8 The Construction Manager shall maintain ~~the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager as set forth in section 11.7.~~ insurance of types and amounts set forth below, as required by law, or as set forth in any Certificate of Insurance provided by the Construction Manager, whichever is greater.

§ 2.8.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000) for each occurrence and Two Million Dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.8.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million Dollars (\$ 1,000,000) 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.

§ 2.8.3 The Construction Manager 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 liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.8.1 and 2.8.2, 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. The Construction Manager shall provide excess or umbrella coverage with a policy limit of not less than _____ Dollars (\$ _____).

§ 2.8.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than One Million Dollars (\$ 1,000,000) each accident, One Million Dollars (\$ 1,000,000) each employee, and One Million Dollars (\$ 1,000,000) policy limit.

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§ 2.8.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$ 2,000,000) per claim and Two Million Dollars (\$ 2,000,000) in the aggregate.

§ 2.8.6 ~~Additional Insured Obligations. To the fullest extent permitted by law, the~~ The Construction Manager shall cause all general liability insurance policies, including the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability, to include the Owner as an additional insured ~~for claims caused in whole or in part by the Construction Manager's negligent acts or omissions.~~ insured. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.8.7 ~~The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.8.~~ Insurances required or otherwise provided by the Construction Manager shall either be (i) occurrence-based and maintained in force during the life of the Project and for a period of no less than twelve (12) months after the relevant date of Substantial Completion of the Project, or (ii) claims-made and maintained in force during the life of the Project and for a period of no less than seven (7) years after the relevant date of Substantial Completion of the Project.

§ 2.8.8 At or before execution of this Agreement, the Construction Manager shall provide certificates of insurance to the Owner that evidence the Construction Manager's insurances (i) comply with the requirements in this Section 2.8, (ii) are primary and non-contributory, and (iii) may not be, non-renewed, or eliminated without at least thirty (30) days' prior written notice to the Owner.

§ 2.9 The Construction Manager shall assist the Owner, Architect, and other Project participants in establishing building information modeling and digital data protocols for the ~~Project using 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.~~ Project.

§ 2.10 A centralized electronic document management system will be used on the Project, and the Construction Manager shall be ~~designated the Responsible Project Participant in section 3.5 of E203-2013,~~ responsible for managing and maintaining the centralized electronic document management system. ~~The centralized electronic document management system shall include all items listed in Article 3 of E203, and the following: (List any items to be included that are not listed in Article 3 of E203-2013.)~~ centralized electronic document management system at no additional cost to the Owner, except as specifically identified and agreed in Article 11.

§ 2.11 The Construction Manager shall retain all Project related documents and information it ~~receives, and receives~~ for a period of at least six (6) years following final completion of the Project, during which period the Owner and Architect shall have access to the documents and information. The Construction Manager shall notify the Owner in writing at least ninety (90) days before disposing of any referenced records for any reason and at any time, to afford the Owner sufficient notice to take possession of such records if required or desired. The Construction Manager shall transmit the documents and information to the Owner ~~at final completion.~~ upon the Owner's request.

§ 2.12 The Construction Manager, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, statutes, acts ordinances, rules, regulations, applicable licensing requirements and lawful orders of public authorities (collective, "Laws") in connection with the performance of the services under this Agreement. The Construction Manager shall also comply with applicable Board of Education policies and procedures of the Owner, which may be found on the Owner's website or obtained upon request.

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

~~The Construction Manager's Basic Services consist of those described in this Article 3, and include usual and customary Preconstruction and Construction Phase Services. Services not set forth in this Article 3 are Supplemental or Additional Services. The Owner, Construction Manager, and Contractors may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently.~~ § 3.1.1 The Construction Manager's Basic Services consist of those described

in this Agreement, AIA Document A232-2019, as modified, and any other Contract Document, unless such services are expressly designated as Additional Services. Basic Services shall include, but not be limited to, usual and customary construction coordination, scheduling, constructability review, cost estimating, and allocation and supervision of construction activities among the Contractors.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall ~~review~~ review, analyze and assist in the development of the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other. The Construction Manager shall maintain a current budget statement for this Project.

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, for the Owner's approval, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work. The Construction Manager shall ~~periodically~~ update the Construction Management Plan, Plan monthly, or as otherwise appropriate, for the Owner's approval, over the course of the Project. The Construction Manager acknowledges that the Owner is not a construction professional and that approval by the Owner is for general concepts only.

§ 3.2.4 The Construction Manager shall prepare and periodically update in writing, at least monthly or as otherwise agreed by the Owner and Construction Manager, the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that could affect the Project's timely completion. The anticipated construction schedule, including critical and long-time items, should be taken into account.

§ 3.2.5 The Construction Manager shall update the Project schedule to include the components of the Work, including but not limited to phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, materials and equipment, including but not limited to those that must be ordered in advance of construction, obtaining the required reviews and approvals of authorities having jurisdiction over the Project, and the occupancy requirements of the Owner. The Construction Manager shall provide the current Project construction schedule for each set of bidding documents.

§ 3.2.6 Based on the preliminary design, design criteria, and other information prepared or provided by the Architect and other Owner consultants, the Construction Manager shall prepare, for the Architect's review and Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques, including but not limited to the establishment of sufficient contingency to reasonably anticipate the development of the Project's design documents.

§ 3.2.7 The Construction Manager shall expeditiously review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; sequencing for phased construction; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. Such reviews do not alter the Architects responsibility for its design.

§ 3.2.8 The Construction Manager shall review recommendations for systems, materials, or equipment for the impact upon cost, schedule, sequencing, constructability, and coordination among the Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, ~~and coordinate resolution, as necessary, and, with the Owner's approval and as necessary, coordinate resolution~~ of any such impacts.

§ 3.2.9 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, ~~at appropriate intervals agreed to by the Owner, Construction Manager and Architect, in writing, at least monthly or as otherwise agreed by the Owner and Construction Manager,~~ an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for further development of the design, bidding or negotiating, price escalation, and market conditions. The Construction Manager will review and verify that all Project contingency funds are of reasonable type and amount prior to providing and proposing cost estimates. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of Cost of the Work exceeds the latest approved Project budget, and budget and shall make recommendations for corrective action.

§ 3.2.10 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever ~~the Construction Manager determines that the design, reasonably determinable that the design~~ or details, adversely affect cost, scope, schedule, constructability, or quality of the Project.

§ 3.2.11 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.12 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.13 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts for Construction. The Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.14 The Construction Manager shall make recommendations about, expedite, and coordinate the ordering and delivery of, ~~materials-products, materials, and equipment,~~ in support of the schedule, including those that must be ordered in advance of construction.

§ 3.2.15 The Construction Manager shall assist the Owner in selecting, retaining, and coordinating the professional services of surveyors, geotechnical engineers, special consultants, and construction materials testing required for the Project.

§ 3.2.16 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

§ 3.2.17 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental ~~and quasi-governmental~~ authorities for inclusion in the Contract Documents.

§ 3.2.18 Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

§ 3.2.19 The Construction Manager, in consultation with the Owner, shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager shall ~~assist the Owner and the Architect with the development of the Bidding Documents, develop the Bidding Documents in compliance with applicable laws,~~ which consist of bidding requirements and proposed Contract Documents. The Construction Manager, with the assistance of the Architect, shall issue Bidding Documents to ~~bidders-bidders,~~ prepare and publish necessary bid notices and

advertisements, and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of Bidding Documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda. All bid documents shall acknowledge that modified forms for the Owner/Contractor Agreement and General Conditions shall be used.

§ 3.2.20 The Construction Manager shall develop and submit a list of prospective bidders to whom copies of the invitation to bid are to be sent for the Architect's review and the Owner's approval. Additionally, the Construction Manager acknowledges that its Basic Services include assisting and advising the Owner with respect to compliance with the competitive bidding requirements of MCL 380.1267 and MCL 380.623a.

§ 3.2.21 ~~The~~ After the Owner receives bids, the Construction Manager, with the assistance of the Architect, shall review bids, and prepare bid analyses, conduct post-bid interviews with apparent low bidders, and make recommendations to the Owner for the Owner's award of Contracts for Construction or rejection of bids.

§ 3.2.22 The Construction Manager, with the assistance of the Architect, shall assist the Owner in preparing Contracts for Construction. The Construction Manager shall advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Contractors. As part of its assistance, the Construction Manager shall verify that the Contracts for Construction have been modified to conform with this Agreement and the Agreement between the Owner and the Architect, including but not limited to with respect to dispute resolution procedures, permit requirements, bond requirements, insurance requirements (including naming the Owner as an "additional insured"), indemnification, prevailing wage requirements (if applicable), and an acknowledgement of the supremacy of Michigan law. The Construction Manager shall ensure that the Contracts for Construction and the General Conditions (premised on AIA Document A232-2019) have either been reviewed by, or drafted by, the Owner's legal counsel. The Construction Manager should include modified drafts of the Contract for Construction and General Conditions in the Bidding Documents.

§ 3.2.23 The Construction Manager shall advise the Owner as to all building and special permits required for the Project and shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 3.2.24 ~~If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E235™ 2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.~~

§ 3.2.25 The Construction Manager shall keep the Architect and the Owner informed of any changes in requirements, general market conditions or in construction materials, systems or equipment as the Drawings and Specifications are developed.

§ 3.3 Construction Phase

§ 3.3.1 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232-2019, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement. Edition, as modified for the Project.

§ 3.3.2 ~~Subject to Section 4.2 and except as provided in Section 3.3.30, the~~ The Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the later of the date the Architect issues the final Certificate for Payment, Payment or 30 days after final payment to all Contractors is due. Nothing herein shall be deemed to eliminate or reduce the Construction Manager's obligations following the Construction Phase, which shall extend to the end of the Contractors' warranty periods or, if longer, as set forth in Article 12.

§ 3.3.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. See also Section 12.4 and Section 12.18.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Contractors in accordance with the latest approved Project ~~schedule and the Contract Documents~~. Project cost estimates and the Contract Documents. The Construction Manager shall verify that each Multiple Prime Contractor has provided performance and payment bonds in compliance with the Contract Documents and applicable laws before that Contractor begins Work.

§ 3.3.5 The Construction Manager shall review and analyze the construction schedules provided by the Contractors to update the Project schedule, incorporating the activities of the Owner, Architect, and Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule in writing, monthly or as otherwise agreed by the Owner and Construction Manager as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action to the Owner and ~~Architect~~. Architect, including measures to restore the Project schedule.

§ 3.3.6 The Construction Manager shall schedule and conduct progress and construction meetings at least monthly, and as otherwise reasonably requested by the Owner, to discuss matters such as procedures, progress, coordination, and scheduling of the Work, and to develop solutions to issues identified. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Contractors.

§ 3.3.7 In accordance with the Contract Documents and the latest approved Project schedule, and utilizing information from the Contractors, the Construction Manager shall review, analyze, schedule and coordinate the overall sequence of construction and assignment of space in areas where the Contractors are performing Work.

§ 3.3.8 The Construction Manager shall coordinate and schedule all tests and inspections required by the Contract Documents or governmental authorities, observe the on-site testing and inspections, and arrange for the delivery of test and inspection reports to the Owner and Architect.

§ 3.3.9 The Construction Manager shall ~~endeavor to use its best efforts~~ to obtain satisfactory performance from each of the Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and ~~Architect~~. Architect, in writing, monthly or as otherwise agreed by the Owner and Construction Manager, as to variances between actual costs and budgeted or estimated ~~costs~~. costs and the anticipated satisfaction of the Owner's fixed limit of construction cost. If a Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

§ 3.3.11 ~~The Construction Manager shall develop~~ On a monthly basis or as otherwise expressly agreed by the parties in writing, the Construction Manager shall develop and deliver to the Owner cash flow reports and forecasts for the Project and include them in the Construction Manager's progress reports. reports, and shall advise the Owner and Architect as to variances between actual costs and budgeted or estimated costs.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting ~~records~~. records, all of which shall be updated on at least a monthly basis.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than ~~monthly~~, monthly or as otherwise provided in the relevant Contracts for Construction, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.
- .2 Where there is more than one Contractor responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor; (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment; (3) prepare a Project Application and Certificate for Payment; (4) certify the total amount the Construction Manager determines is due all Contractors collectively; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated, the quality and quantity of the Work is in accordance with the Contract Documents, Documents and has been performed in a good and workmanlike manner, and the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion; (2) results of subsequent tests and inspections; (3) correction of minor deviations from the Contract Documents prior to completion; and (4) specific qualifications expressed by the Construction ~~Manager-Manager~~, identified in writing along with the relevant certification. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, procedures, or sequences for a Contractor's own Work; (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate each Contractor's right to payment; or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum. Nothing in this Section 3.3.12.4 shall be interpreted to reduce or eliminate the Construction Manager's duties set forth in Section 12.18.

§ 3.3.13 The Construction Manager shall obtain and review the safety programs developed by each Contractor solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations to the Owner for any additional safety measures to be considered in the Work of the Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager. The Construction Manager shall advise the Contractor of safety violations and shall verify the correction of such violations if observed by the Construction Manager in light of its experience and expertise in Michigan school construction. The Construction Manager will report safety violations to the Owner if not reasonably, timely, and properly corrected in the field. Such duties and responsibilities of the Construction Manager shall in no way waive, limit or excuse the Contractor's full duty and liability with regard to safety.

§ 3.3.14 The Construction Manager shall determine ~~in general~~ that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents using the best efforts consistent with the standards of the construction industry for a construction manager-adviser and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. ~~The Construction Manager shall have the authority to~~ Subject to the authority of the

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Owner, the Construction Manager shall reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.22.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures. See Section 12.2.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent authorized by law and provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Except as otherwise provided in this Agreement, the Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the negligent acts or omissions of the Construction Manager or others performing at the Construction Manager's direction or control, including but not limited to failures to reject non-conforming Work.

§ 3.3.16 The Construction Manager shall transmit to the Architect and Owner requests for interpretations, and requests for information of the meaning and intent of the Drawings and Specifications, and provide its written recommendation. The Construction Manager shall assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if the proposed changes are accepted ~~or required and approved~~ by the Owner, prepare Change Orders ~~or and/or~~ Construction Change Directives that incorporate the Architect's modifications to the Contract Documents. The Construction Manager shall contemporaneously review all changes and potential changes in the Work with the Owner and Architect for reason, cost, cause, and responsibility.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of ~~Claims, subject to Section 4.2.2.7, Claims.~~

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

§ 3.3.20 The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples, and other submittals from the Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractors, the Owner, or the Architect. When transmitting submittals to the Architect, the Construction Manager shall indicate that it has reviewed such submittals for completeness.

§ 3.3.20.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractors by the Contract Documents, the Construction Manager shall review those submittals for sequencing, constructability, and coordination impacts on the other Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, ~~and coordinate resolution, as necessary, and, with the Owner's approval and as necessary, coordinate resolution~~ of any such impacts.

§ 3.3.21 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, delays, and other similar relevant data as the Owner may require. The log shall be available to the Owner.

§ 3.3.21.1 The Construction Manager shall collect, review for accuracy, and compile the Contractors' daily logs; and include them in the Construction Manager's reports prepared and submitted in accordance with section 3.3.21.2.

§ 3.3.21.2 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5 Tests and inspection reports;
- .6 Status report of nonconforming and rejected Work;
- .7 Daily logs;
- .8 Summary of all Contractors' Applications for Payment;
- .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- .10 Cash-flow and forecast reports;
- .11 Photographs to document the progress of the Project;
- .12 Status reports on permits and approvals of authorities having jurisdiction; and
- .13 Any other items the Owner may require:

§ 3.3.21.3 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

- .1 Contractors' work force reports;
- .2 Equipment utilization report;
- .3 Cost summary, comparing actual costs to updated cost estimates; and
- .4 Any other items as the Owner may require:

§ 3.3.22 ~~Utilizing the documents provided by the Contractors, the~~ The Construction Manager shall make available, at the Project site, the Contract Documents, including Drawings, Specifications, addenda 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~~ The Construction Manager shall make available all such records in electronic form or paper copy, available to the Owner, Architect, and Contractors. Upon completion of the Project, the Construction Manager shall deliver them to the ~~Owner~~ Owner in reasonable condition and in good order.

§ 3.3.23 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.24 With the Architect and Owner's maintenance personnel, the Construction Manager shall ~~observe~~ observe, coordinate, arrange, and facilitate the Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.25 When the Construction Manager considers each Contractor's Work or a designated portion thereof substantially complete, the Construction Manager shall, jointly with that Contractor, prepare for the Architect and Owner a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.26 When the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial ~~Completion~~ Completion, dated current. The Construction Manager shall submit the executed Certificate to the Owner and Contractors. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall perform an inspection to confirm the completion of the Work of the Contractors and make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection. The Construction Manager shall assist the Architect in conducting ~~the final inspection~~ any final inspections.

§ 3.3.27 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractors: (1) certificates of insurance ; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractors under the Contract Documents, including ~~warranties~~ warranties, record drawings, and similar submittals.

§ 3.3.28 The Construction Manager shall coordinate receipt, and delivery to the Owner, of other items provided by the Contractors, such as keys, manuals, and ~~record drawings~~ record drawings, and maintenance stocks. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment, or a final Application for Payment and final Certificate for Payment, upon the Contractors' compliance with the requirements of the Contract Documents.

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

§ 3.3.30 ~~Upon request of the Owner, and prior~~ Prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner and Architect to review the facility operations and performance.

ARTICLE 4 — SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 3.3.31 As part of Basic Services, the Construction Manager shall be prepared to serve, and shall serve when requested by the Owner, as a witness in connection with any public hearing, arbitration proceeding, mediation, legal proceeding or administrative law proceeding.

§ 3.3.32 To the extent required by law or as required by the Owner, the Construction Manager shall require each Contractor for each separately bid portion of the Work to obtain and maintain a performance bond and payment bond in an amount covering the Contractor in a form and with a surety acceptable to the Owner in connection with its obligations thereunder. The amount of each bond shall be equal to one hundred percent (100%) of the Contract Sum. The Construction Manager shall deliver the required bonds to the Owner at least three (3) days before the commencement of any work at the Project site.

§ 3.3.33 The Construction Manager shall assist the Owner and the Architect in the planning and sequencing of construction activities in order to accommodate necessary Work during occupancy of the Project area in a manner acceptable to the Owner. The Construction Manager acknowledges and agrees that the Owner needs and will be using the Project area or portions thereof for its educational purposes during construction. The Construction Manager will perform its work and will coordinate and manage the work of the Contractors so as not to interfere with the Owner's use of the Project area for educational purposes, including but not limited to controlling and managing noise levels, safety, dirt, dust, debris, convenient access, etc.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 ~~The services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Supplemental Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Construction Manager is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.~~

(Designate the Construction Manager's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Construction Manager or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.) Supplemental Services or Additional Service may be provided by the Construction Manager and compensated by the Owner as a Supplemental Service or Additional Service if: (a) required for the Project, (b) the Owner authorizes the performance of same in writing prior to the Construction Manager's provision of any such service, and (c) the Construction Manager provides a good faith estimate of the cost of same prior to the Owner's authorization. The Owner shall not be obligated to pay for any Supplemental Service or Additional Service in the absence of the foregoing. For a properly authorized Supplemental Service or Additional Service, the Owner shall compensate the Construction Manager as provided in Sections 11.2 through 11.4. Supplemental Services or Additional Services do not include those items listed below that are identified as Basic Services, which shall be provided as Basic Services.

Supplemental Services	Responsibility (Construction Manager, Owner or not provided)
§ 4.1.1.1 Measured drawings	
§ 4.1.1.2 Tenant-related services	
§ 4.1.1.3 Commissioning	Basic Service to the extent set forth in Section 3.3.24
§ 4.1.1.4 Development of a commissioning plan	
§ 4.1.1.5 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.6 Furniture, furnishings and equipment delivery, and installation coordination	Basic Service, if requested by Owner
§ 4.1.1.7 Furniture, furnishings and equipment procurement assistance	Basic Service, if requested by Owner
§ 4.1.1.8 Assistance with site selection	
§ 4.1.1.9 Assistance with selection of the Architect	Basic Service, if requested by Owner
§ 4.1.1.10 Furnish land survey	
§ 4.1.1.11 Furnish geotechnical engineering services	
§ 4.1.1.12 Provide insurance advice	
§ 4.1.1.13 Provide supplemental Project risk analysis and mitigation strategies	
§ 4.1.1.14 Stakeholder relationships management	
§ 4.1.1.15 Owner moving coordination	Basic Service, if requested by Owner
§ 4.1.1.16 Coordination of Owner's Separate Contractors	Basic Service
§ 4.1.1.17 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

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

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

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

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

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E235™-2019, Sustainable Projects

Exhibit, Construction Manager as Adviser Edition, attached to this Agreement. The Owner shall compensate the Construction Manager as provided in Section 11.2.

§ 4.2 Construction Manager's Additional Services

§ 4.2.1 The Construction Manager may provide Additional Services after execution of this Agreement, ~~Agreement~~ if done so in compliance with the first paragraph of Section 4.1.1, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any properly authorized Additional Services provided in accordance with this Section 4.2 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

§ 4.2.2 ~~Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide the following Additional Services until the Construction Manager receives the Owner's written authorization:~~ The following Additional Services shall be provided if there has been compliance with the first paragraph of Section 4.1.1:

- .1 Services necessitated by a significant change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project ~~including~~ including, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6. Services necessitated by sections 6.4 and 6.6 shall not be considered additional services; Additional Services;
- .2 Services necessitated by the enactment or revision of codes, laws, regulations or official interpretations after the date of this Agreement;
- .3 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's other consultants or contractors; manner, acknowledging the Owner's obligations under the Open Meetings Act;
- .4 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;;
- .5 Preparation for, and attendance at, a public presentation, meeting or hearing;;
- .6 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto; thereto, or the Construction Manager's services are at issue;
- .7 Consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work; or Work.
- .8 Assistance to the Initial Decision Maker.

§ 4.2.3 ~~To avoid delay in the Construction Phase, the Construction~~ The Construction Manager shall provide the following Additional Services, ~~notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Construction Manager's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Construction Manager of the Owner's determination. The Owner shall compensate the Construction Manager for the services provided prior to the Construction Manager's receipt of the Owner's notice:~~ if there is compliance with the first paragraph of Section 4.1.1:

- .1 Providing assistance to the Initial Decision Maker in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work. Work except those claims required for the timely completion of construction.
- .2 Services required in an emergency to coordinate the activities of a Contractor or Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.15.

§ 4.2.4 Except for services required under Section 3.3.30, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall the timeframe established in Section 3.3.2, may be compensated as Additional Services to the extent the Construction Manager's services are affected, the Construction Manager incurs additional cost in providing those Construction Phase Services. ~~Services, and there has been compliance with the first paragraph of Section 4.1.1.~~

§ 4.2.5 ~~If the services covered by this Agreement have not been completed within (—) months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.~~

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information as specifically requested by the Construction Manager in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria; special equipment; systems; and site requirements, subject to the Owner's status as a public body and acknowledging that the Owner is not a construction professional.

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

§ 5.3 The Owner acknowledges that accelerated, phased, or fast-track accelerated or phased design and construction provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget the Construction Manager agrees to discuss any such costs with the Owner and to include in its cost estimates for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132 - 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition, the Agreement Between Owner and Architect. The Owner shall provide the Construction Manager with a copy of the scope of services in the agreement executed between the Owner and Architect, and any further modifications to the Architect's scope of services in the agreement.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. Project, subject to parameters of authority set by the Owner. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services, subject to the Owner's status as a public body. The Construction Manager shall timely prepare and submit to the Owner all recommendations, documents, or other matters for which Owner's approval is required. The Construction Manager will also forward to the Owner, as necessary, the drawings and specifications created by the Architect.

§ 5.6 Unless provided by the Construction Manager, As necessary for the Project, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark. Upon Owner's request, the Construction Manager will assist the Owner in identifying an entity or entities to provide such services and information.

§ 5.7 Unless provided by the Construction Manager, As necessary for the Project, the Owner shall furnish services of geotechnical engineers, which may include include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. Upon request, the Construction Manager will assist the Owner in identifying an entity or entities to provide such services and information.

§ 5.8 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.9 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™ - 2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 5.10 ~~The Owner~~ Construction Manager shall coordinate the services of ~~its own~~ the Owner's consultants with those services provided ~~by~~, or on behalf of, the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants ~~other than those designated~~ when not designated as the responsibility of others, including as the responsibility of the Construction Manager in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager timely requests such services and demonstrates that they are reasonably required by the scope of the Project. ~~The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.~~ Project.

§ 5.11 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. Upon request, the Construction Manager will assist the Owner in identifying an entity or entities to provide such services and information.

§ 5.12 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and ~~interests.~~ interests, beyond those required of the Basic Services of the Construction Manager.

§ 5.13 The Owner shall provide prompt ~~written~~ notice to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or any fault or defect in the Construction Manager's services. Should said fault or defect remain unresolved after a reasonable amount of time, the Owner shall give to the Construction Manager written notice of those unresolved issues. Failure of the Owner to provide notice shall not relieve the Construction Manager of its responsibilities. Further, the Owner does not assume any duty of inspection by the inclusion of this section. The Construction Manager shall provide the Architect and the Owner prompt written notice if it becomes aware of any fault or defect in the Project, the Contract Documents, including errors, omissions, or inconsistencies in the Architect's Instruments of Service, or any fault or defect in the Construction Manager's services.

§ 5.14 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. ~~When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.~~ The Construction Manager shall coordinate and integrate the work of the Owner's own forces or Separate Contractors with the overall Project Schedule and the Work.

§ 5.15 The Owner ~~shall~~ may communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. ~~The Owner and Construction Manager 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~~ Construction Manager of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect, with the Contractors and the Construction Manager's consultants that may affect the Construction Manager's services.

§ 5.16 Before executing the Contracts for Construction, ~~the Owner shall coordinate~~ Construction Manager shall assist the Owner in coordinating the Construction Manager's duties and responsibilities set forth in the Contracts for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction. See also Section 3.2.22.

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

§ 5.18 Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of cost estimating or budget tracking under this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. ~~The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work includes the profit, compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including Consultants, compensation of the Architect and the Architect's consultants, and compensation of any other Owner-hired consultants, including respective compensation for reimbursable expenses at the job site, if any. The~~

For purposes of calculating fees or other costs determined on a percentage of the Cost of the Work, the Cost of the Work does not include the compensation of the Architect; compensation of the Architect or the Architect's consultants, compensation of the Construction Manager or the Construction Manager's consultants, compensation of any other Owner-hired consultants, work for which the Construction Manager is not providing services (for example, plan/review fees, Owner-purchased equipment), the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; unused or unauthorized use of Project contingency funds; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is ~~provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2 and 6.4, referenced in Initial Information and has been, or must be, established as a fixed limit of construction cost as a condition of this Agreement.~~ Evaluations of the Owner's budget for the Cost of the Work, and the detailed estimates of the Cost of the Work prepared by the Construction Manager, represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials; or equipment; the Contractors' methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's proposed, established, or approved budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Construction Manager. The foregoing statement does not waive the fixed limit of construction cost.

§ 6.3 ~~If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.~~

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

§ 6.5 ~~If the Construction Manager's estimate fixed limit of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, identified in Owner's budget is exceeded by the sum of the lowest bona fide bid(s) or negotiated proposal(s) plus the Construction Manager's estimate of other elements of cost for the Project, the Owner shall~~

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

§ 6.6 ~~If the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work pursuant to Section 6.5.3, or if the bids or proposals received from the prospective Contractors, in the aggregate, exceed the Owner's budget for the Cost of the Work, and the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work, the 6.5.3 or otherwise, the Construction Manager shall cooperate with the Owner and Architect to develop the necessary revisions, update the cost estimate, and obtain additional bids. obtain additional~~

bids, and take other necessary steps and provide related services that are necessary to bring the Cost of Work within the Owner's established fixed limits. The Construction Manager will perform the services described in Sections 6.4 and 6.6 without additional compensation.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, and the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, ~~but in any case not more than 10 years after the date of Substantial Completion of the Work. Michigan law, but in no case shall a claim or cause of action by the Owner be deemed untimely if filed within six (6) years of Substantial Completion of the overall Project.~~ The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

~~§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2019, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein. The parties agree that the Owner is not waiving any rights its insurer(s) may have to subrogation. To the extent any term in this Agreement or any other Contract Document is contrary to this provision, such term is void and unenforceable.~~

§ 8.1.3 The Construction Manager shall indemnify and hold the Owner and the Owner's ~~officers board members~~ and employees harmless from and against damages, losses and judgments arising from claims by third parties, including (including reasonable attorneys' fees and expenses recoverable under applicable law, ~~but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Construction Manager's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.~~ Agreement or the Construction Manager's breach of this Agreement.

~~§ 8.1.4 The Construction Manager and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.~~

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to binding dispute resolution. ~~If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution litigation.~~

§ 8.2.2 The Owner and Construction Manager shall initially endeavor to resolve claims, disputes and other matters in question between them by non-binding mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this ~~Agreement.~~ Agreement, except that either party may, if in good faith, declare a mediation impasse and proceed with litigation after one full business day of mediation that fails to resolve the dispute

at issue. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings. During the pendency of any mediation, the parties agree that the applicable claims that are subject to the mediation process or that are related to claims subject to that process, shall be tolled.

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

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

(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

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

§ 8.3 Arbitration

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement 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 this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration. The costs of any binding dispute resolution procedures and reasonable attorneys' fees shall be paid by the non-prevailing party, as determined by the adjudicator of the dispute.~~

~~§ 8.3.1.1 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, dispute or other matter in question 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, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

§ 8.3.4 Consolidation or Joinder

~~§ 8.3.4.1 Either party, at its sole discretion, 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).~~

Init.

~~§ 8.3.4.2 Either party, at its sole discretion, 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.~~

~~§ 8.3.4.3 The Owner and Construction Manager grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Construction Manager under this Agreement.~~

~~§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.~~

ARTICLE 9 TERMINATION OR SUSPENSION

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

~~§ 9.2 If the Owner ~~suspends the Project,~~ voluntarily suspends the Project for more than 30 consecutive days, the Construction Manager shall be compensated for services performed prior to notice of such suspension. ~~When the Project is resumed, the Construction Manager shall be compensated for expenses incurred in the interruption and resumption of the Construction Manager's services.~~ The Construction Manager's fees for the remaining services and the time schedules shall be ~~equitably adjusted, subject to negotiation by the parties.~~~~

~~§ 9.3 If the Owner voluntarily suspends the Project for more than 90 ~~cumulative consecutive~~ days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven days' written notice.~~

~~§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.~~

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

~~§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Construction Manager for services ~~performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Construction Manager's termination of consultant agreements.~~ timely and properly performed prior to termination, including any Reimbursable Expenses then due in accordance with Article 11.~~

~~§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Construction Manager the following termination fee:
(Set forth below the amount of any termination fee, or the method for determining any termination fee.)~~

~~§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.~~

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement 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 8.3, State of Michigan.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2019, General Conditions of the Contract for Construction, ~~except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager and the Architect.~~ as modified.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, ~~except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Construction Manager by the Owner prior to the assignment.~~ other.

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

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

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. Notwithstanding the foregoing, the Construction Manager acknowledges the availability of Owner's environmental reports and Asbestos Management Plan in accordance with law.

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall provide professional credit for the Architect and the Contractors in the Construction Manager's promotional materials for the Project. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. ~~information.~~ The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement ~~unless the Owner terminates this Agreement for cause pursuant to Section 9.4.~~ Agreement. The Construction Manager shall obtain the Owner's approval prior to disclosures of information for the purpose of verifying that such information disclosures contain no confidential information (including, for example, information protected by FERPA).

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

§ 10.8.1 The ~~receiving party~~ Construction Manager may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the ~~receiving party to defend itself in any dispute.~~ Construction Manager to defend itself in any dispute and the Owner has consented to such disclosure. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project,

provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 If any court of competent jurisdiction declares a provision of this Agreement invalid, illegal or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect. The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 Waiver and Severability

§ 10.10.1 Any waivers hereunder must be in writing. No waiver or right or remedy in the event of default hereunder shall constitute a waiver of such right or remedy in the event of any subsequent default. A waiver of any term, condition, or covenant by a party shall not constitute a waiver of any other term, condition, or covenant.

§ 10.11 The Construction Manager agrees to retain permanent records relating to the services performed for a period of a least six (6) years following submission of the construction documents, during which period the records will be made available to the Owner upon request.

ARTICLE 11 COMPENSATION

§ 11.1 ~~For the Construction Manager's Basic Services described under Article 3, timely and proper performance of Basic Services,~~ the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 ~~For Preconstruction Phase Services in Section 3.2:~~

~~(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)~~

§ 11.1.2 ~~For Construction Phase Services in Section 3.3:Preconstruction Phase, Construction Phase and Post-Construction Phase Services:~~

~~(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)~~

§ 11.2 ~~For the Construction Manager's Supplemental Services designated in Section 4.1.1, and for any Sustainability Services required pursuant to Section 4.1.3, properly authorized Supplemental Services and Additional Services,~~ the Owner shall compensate the Construction Manager as follows:

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

To be negotiated and agreed upon in writing prior to performance, taking into consideration the hourly rates schedule in Section 11.5.

§ 11.3 ~~For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Construction Manager as follows:~~

~~(Insert amount of, or basis for, compensation.)~~

§ 11.4 Compensation for Supplemental and Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager ~~plus percent (— %), or as follows:~~

~~(Insert amount of, or basis for computing, Construction Manager's consultants' compensation for Supplemental or Additional Services.)~~ and reimbursed to the Construction Manager with a zero percent (0 %) markup.

§ 11.5 The hourly billing rates for ~~services~~ Supplemental and Additional Services of the Construction Manager and the Construction Manager's consultants are set forth below. ~~The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.~~
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit A

Employee or Category

Rate (\$0.00)

§ 11.6 Compensation for Reimbursable Expenses

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

- ~~.1 Transportation and authorized out-of-town travel and subsistence;~~ Authorized out-of-town travel and subsistence (not including travel to and from the project site(s));
- ~~.2 Long distance services, services (excluding phone service of the Construction Manager's main office), dedicated data and communication services, teleconferences, Owner-approved Project web sites, and extranets;~~
- ~~.3 Permitting and other fees required by authorities having jurisdiction over the Project;~~
- ~~.4 Printing, reproductions, plots, and standard form documents;~~ documents for use and review by Owner and governmental agencies;
- ~~.5 Postage, handling, and delivery;~~
- ~~.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~ Owner in writing;
- ~~.7 Professional photography, and presentation materials requested by the Owner;~~
- ~~.8 If required by the Owner, and with the Owner's prior written approval, the Construction Manager's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Construction Manager's consultants;~~
- ~~Owner;~~ .9 All taxes levied on professional services and on reimbursable expenses; however, the Construction Manager will consult with the Owner before incurring any such costs, acknowledging potential savings if purchased by the Owner in light of its tax-exempt status;
- ~~.10 Site office expenses; and~~
- ~~.11 Other similar Project-related expenditures-expenditures, subject to Owner approval.~~

§ 11.6.2 ~~For Compensation for Reimbursable Expenses the compensation shall be the expenses actually incurred by the Construction Manager and the Construction Manager's consultants plus percent (%) of the expenses incurred, at cost and without markup. Reimbursable expenses shall not exceed \$ _____ without the Owner's prior written consent. If the foregoing sentence contains a blank, it is understood that the Owner and the Construction Manager will establish a "not-to-exceed" amount at a later date, which shall be incorporated into this Agreement, and which amount shall not be exceeded without the prior written approval of the Owner. No reimbursable expenses shall be sought, or paid, until the parties agree upon the "not to exceed" amount.~~

§ 11.6.3 The Construction Manager shall provide a list of anticipated General Conditions/Construction Support items, which shall be incorporated into this Agreement. General Conditions/Construction Support items shall not exceed \$ _____ without the Owner's prior written consent. If the foregoing sentence contains a blank, it is understood that the Owner and the Construction Manager will establish a "not-to-exceed" amount at a later date, which shall be incorporated into this Agreement, and which amount shall not be exceeded without the prior written approval of the Owner. No amounts for General Conditions/Construction Support items shall be sought, or paid, until the parties agree upon the "not to exceed" amount.

§ 11.6.4 The Construction Manager shall provide a list of anticipated costs for onsite labor and supervision, which shall be incorporated into this Agreement in an Addendum. Costs for onsite labor and supervision shall not exceed \$ _____ without the Owner's prior written consent. If the foregoing sentence contains a blank, it is understood that the Owner and the Construction Manager will establish a "not-to-exceed" amount at a later date, which shall be incorporated into this Agreement, and which amount shall not be exceeded without the prior written approval

of the Owner. No amounts for onsite labor and supervision shall be sought, or paid, until the parties agree upon the "not to exceed" amount.

§ 11.6.5 The Construction Manager's total compensation package, including fee, reimbursable expenses, general conditions/construction support items, and onsite labor and supervision shall not exceed _____ Dollars (\$) _____) without the Owner's prior written consent.

§ 11.7 Construction Manager's Insurance. ~~If the types and limits of coverage required in Section 2.8 are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager for the additional costs incurred by the Construction Manager for the additional coverages as set forth below. (Insert the additional coverages the Construction Manager is required to obtain in order to satisfy the requirements set forth in Section 2.8, and for which the Owner shall reimburse the Construction Manager.)~~ **Intentionally Omitted**

§ 11.8 Payments to the Construction Manager

§ 11.8.1 Initial Payment

§ 11.8.1.1 An initial payment of ~~(\$ _____) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice. shall not be required upon execution of this Agreement.~~

§ 11.8.2 Progress Payments

§ 11.8.2.1 ~~Unless otherwise agreed, payments~~ Payments for services shall generally be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. ~~Amounts unpaid (—thirty (30) days of the Owner's receipt of the Construction Manager's invoice unless to the extent reasonably disputed by the Owner in good faith. Undisputed amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager below. (Insert rate of monthly or annual interest agreed upon.)~~

~~%—Five percent (5%) per annum % See MCL 438.31~~

§ 11.8.2.2 The Owner shall not withhold amounts from the Construction Manager's compensation to impose a penalty ~~or liquidated damages~~ on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work, unless the Construction Manager agrees or ~~has been found liable for the amounts in a binding dispute resolution proceeding, is responsible.~~

§ 11.8.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be ~~available forwarded~~ to the Owner at ~~mutually convenient times with each applicable invoice.~~

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

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

§ 12.1 The Construction Manager shall perform its responsibilities and provide services in a prompt manner and with that degree of care and skill normally exercised by a Construction Manager of recognized experience and expertise that specializes in providing construction management services for the construction of public school facilities in Michigan.

§ 12.2 On the basis of its regular on-site observations, Construction Manager will report to the Owner any construction means, methods, techniques, sequences, or procedures observed by it that do not appear to conform with industry standards and shall also report to Owner any work that appears not to be in conformance with the contract documents.

§ 12.3 The Construction Manager shall timely inform both the Owner and the Architect of any observed defects or deficiencies in the quality of workmanship of the various contractors.

§ 12.4 The Construction Manager shall provide full-time, on-site field supervision during the entire construction phase. The Owner reserves the right to approve the identity of the Construction Manager's field supervisor and other Project representatives, and to require the replacement of any of them upon two (2) weeks' written notice. In the event that any individual identified above is discharged, dies, is disabled or is promoted to take on a substantially different responsibility, or at such time as the Owner requests a personnel change, the Construction Manager shall promptly submit to the Owner a qualification and experience resume of the person(s) proposed as replacement(s) and shall furnish replacement(s) upon agreement of the Owner.

§ 12.5 The Construction Manager shall, upon completion of the project, deliver to the Owner all records and files of the project, which shall have been organized in a reasonable manner by the Construction Manager, including all field marked copies of the Drawings and Specifications.

§ 12.6 The Construction Manager shall observe, inspect, and supervise the work of the trade contractors on the project as it is being performed until final completion and acceptance of the project by the Owner to assure that the work performed and the materials furnished are in accordance with the contract documents and that work on the project is progressing on schedule using its best efforts consistent with the standards of the construction industry for an Agency Construction Manager. In the event that the quality control testing should indicate that the work, as installed, does not meet the requirements of this project, the Architect and Construction Manager shall determine the extent of the work that does not meet the requirements and the Construction Manager shall direct the trade contractor(s) to take appropriate corrective action and advise the Owner of the corrective action.

§ 12.7 As part of Basic Services, the Construction Manager shall conduct a post-occupancy inspection at six (6) and eleven (11) months following the Date of Substantial Completion and thereafter provide callback services for a period through the one-year correction period.

§ 12.8 The performance of work made necessary by defects or deficiencies in the work of a Contractor shall not be an additional service if they are of such a nature that they should have been observed by the Construction Manager so that the work would not be necessary. No portion of this section is intended to in any way limit any claim the Construction Manager may have against the Contractor in question.

§ 12.9 The Construction Manager shall act as the Owner's agent at the site of the work to the extent so designated in writing and mutually agreed to by the parties to the Agreement. This shall include, but is not limited to, the arranging for construction support and general condition items benefiting the multiple contractors, performing work on the site, such as the field office, phones, and service, fax, equipment, copy machine, computer(s), 2-way radios, furniture, supplies, sanitary facilities, utilities, access road, parking areas, enclosed warehouse facilities, site security, temporary lighting and power, temporary heat, temporary enclosures, crane service, housekeeping, and final clean-up.

§ 12.10 The Owner agrees to provide and pay for construction support items or general condition items and the items listed in Paragraph 12.9 not included under this Agreement and not included as a part of any contractor's contract. Such items shall be designated by the Construction Manager and approved by the Owner before they are provided and shall be the property of the Owner and shall be competitively bid as required by law.

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

§ 12.12 Any service that is deleted from Article 4 shall be deemed a part of Basic Services.

§ 12.13 The Construction Manager shall not utilize photographs of this Project for any advertising or promotional purpose that include the image of any student of the Owner with the express written permission of the parent or guardian of that student if that student is a minor and Owner. If the student is of age of majority or is an emancipated minor, the Construction Manager must obtain express written permission from that student and Owner. Such express written permission shall acknowledge the Construction Manager's intent for use of those images. The Owner, in its discretion, may assist the Construction Manager in securing such permission.

§ 12.14 The Construction Manager will include in all agreements with independent contractors and consultants retained for the project dispute resolution language similar to that contained in Section 8.2, thereby providing for mediation as the primary method for dispute resolution between parties to those agreements. The Construction

Manager shall also be responsible for ensuring the inclusion of this language in pertinent bid documents and contract forms that the Construction Manager has responsibility to provide or assist in providing.

§ 12.15 The Owner reserves the right in its discretion to require consolidation or joinder of any mediation relating to this Agreement with another mediation involving an independent contractor or consultant engaged by the Owner in connection with the Project in the event the Owner believes such consolidation or joinder is necessary in order to resolve a dispute or avoid duplication of time, expense or effort.

§ 12.16 In the event the Owner is involved in a dispute which is not subject to mediation involving a person or entity not a party to this Agreement, the mediation provision of this Article shall be deemed to be void and nonexistent in the event the Owner, in its discretion, determines the Construction Manager shall become a party to that dispute by joinder or otherwise.

§ 12.17 The Owner reserves the right to require any mediation to be held near the Owner's principal place of business.

§ 12.18 The Construction Manager shall be responsible for supervision of construction under I937 PA 306 MCL 388.851. et seq.

§ 12.19 The Construction Manager shall timely inform both the Owner and the Architect of any observed defects or deficiencies in the quality of workmanship of the various Contractors.

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

§ 12.21 The Construction Manager shall immediately notify the Owner, in writing, of the presence of any hazardous material in connection with this Project of which the Construction Manager is aware. Except and to the extent caused or exacerbated by the Construction Manager, the Owner, at its cost, shall be responsible for analysis, design, removal, remediation, or other action related to any asbestos or hazardous substances.

§ 12.22 The Construction Manager shall perform its responsibilities and provide services in a prompt manner and with that degree of care and skill normally exercised by a Construction Manager of recognized experience and expertise that specializes in providing construction management services for the construction of public school facilities in Michigan.

§ 12.23 The Owner shall be identified as an "additional insured" on all general liability insurance policies held by the Construction Manager which are applicable to the Project. The Construction Manager shall also ensure that the Contract Documents applicable to contractors and subcontractors require that contractors and subcontractors include the Owner as an "additional insured" on all general liability insurance policies applicable to the Project held by contractors and subcontractors. The Construction Manager shall provide (and acquire as necessary) certificates of insurance evidencing the Owner's status as "additional insured" on all required policies, as well as a provision that insurance coverage cannot be reduced or eliminated without 30 days' notice to the Owner.

§ 12.24 The Construction Manager shall, without additional cost to the Owner, maintain in force insurance coverage as set forth in Section 2.8. Insurance shall be occurrence-based and maintained in force during the life of the Project and for a period of no less than twelve (12) months after the relevant date of Substantial Completion of the Project and/or claims-made and maintained in force during the life of the Project and for a period of no less than seven (7) years after the relevant date of Substantial Completion of the Project. The Construction Manager shall notify the Owner thirty (30) days in advance if the coverage becomes unavailable or if the coverage amount is substantially changed. The Construction Manager's applicable insurances shall be primary.

§ 12.25 The Construction Manager shall not be entitled to additional compensation in the event it is necessary to extend the completion date because the Project is delayed due to conditions beyond the control of the Owner, such as strikes, weather, material shortages, disease outbreak, etc.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document C132™-2019, Standard Form Agreement Between Owner and Construction Manager as Adviser ~~Adviser, as modified.~~
- .2 ~~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.)

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this agreement.)

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.2.)

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

AIA Document A232-2019, General Conditions of the Contract for Construction, as modified Exhibit A – Hourly Billing Rates (See Section 11.5)

In the event of any inconsistency or ambiguity within, between, or among the various Contract Documents, the terms most beneficial to the Owner (as determined in the Owner’s sole discretion) shall control.

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

**LIVINGSTON EDUCATIONAL
SERVICE AGENCY,**

**O’NEAL CONSTRUCTION
OF MICHIGAN, INC.,**

OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

(Printed name and title)

(Printed name and title)

Modified: 05/01/24; 10:48am

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 11:41:07 ET on 05/01/2024 under Order No. 3104240363 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document C132™ – 2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)

7. REPORT(S)

- Superintendent's Report

8. BOARD DISCUSSION

9. ADJOURNMENT

APPENDIX A

Financial Reports

- Check Register – April 2024
- PCard Register – April 2024
- ACH Report – April 2024

Check Register April 2024

Check Number	Check Date	Vendor Name	Inv Description	Account Amount
114781	4/5/2024	AUTO-JET MUFFLER CORP.	REPAIR PARTS - HO	\$1,014.88
114782	4/5/2024	AMERICAN RED CROSS HEALTH & SAFETY SERVICES	TRAINING & DEV SVCS	\$30.00
114782	4/5/2024	AMERICAN RED CROSS HEALTH & SAFETY SERVICES	EMP TRAINING & DEV SVCS	\$50.00
114782	4/5/2024	AMERICAN RED CROSS HEALTH & SAFETY SERVICES	TRAINING & DEV SVCS	\$45.00
114783	4/5/2024	ELIZABETH BEAUDOIN	MILEAGE THR 3/21/24	\$80.40
114784	4/5/2024	KATHRYN BURKHOLDER	COABE MILEAGE 3.16-3.20-24	\$797.11
114785	4/5/2024	CITY OF HOWELL	ADMIN	\$9.86
114785	4/5/2024	CITY OF HOWELL	ADMIN	\$88.70
114785	4/5/2024	CITY OF HOWELL	ADMIN	\$335.10
114785	4/5/2024	CITY OF HOWELL	ADMIN	\$551.94
114785	4/5/2024	CITY OF HOWELL	PATHWAY	\$1,133.20
114786	4/5/2024	NANCY A COLFLESH	SUPPLIES ELEM PRINC NETWORK	\$744.63
114786	4/5/2024	NANCY A COLFLESH	SUPPLIES SECOND PRINC NETWORK	\$550.37
114787	4/5/2024	CONSUMERS ENERGY PAYMENT CENTER	BUS GARAGE	\$461.36
114787	4/5/2024	CONSUMERS ENERGY PAYMENT CENTER	MAINT BLDG	\$23.66
114787	4/5/2024	CONSUMERS ENERGY PAYMENT CENTER	MAINT BLDG	\$94.62
114787	4/5/2024	CONSUMERS ENERGY PAYMENT CENTER	PATHWAY	\$1,604.72
114787	4/5/2024	CONSUMERS ENERGY PAYMENT CENTER	ADMIN	\$20.93
114787	4/5/2024	CONSUMERS ENERGY PAYMENT CENTER	ADMIN	\$188.36
114787	4/5/2024	CONSUMERS ENERGY PAYMENT CENTER	ADMIN	\$711.60
114787	4/5/2024	CONSUMERS ENERGY PAYMENT CENTER	ADMIN	\$1,172.05
114788	4/5/2024	EXAMWORKS LLC	OTHER PROF SVC HR	\$975.00
114789	4/5/2024	IAN FLYNN ANTHROMED LLC	C/S M.SMIT THR 3/15/24	\$3,297.38
114789	4/5/2024	IAN FLYNN ANTHROMED LLC	C/S M.SMIT THR 3/22/24	\$3,297.38
114790	4/5/2024	GORDON FOOD SERVICE	FOOD SUPPLIES	\$2,349.13
114790	4/5/2024	GORDON FOOD SERVICE	NON FOOD SUPPLIES	\$268.90
114790	4/5/2024	GORDON FOOD SERVICE	MISCELLANEOUS	\$4.70
114790	4/5/2024	GORDON FOOD SERVICE	FOOD SUPPLIES	\$2,937.00
114790	4/5/2024	GORDON FOOD SERVICE	NON FOOD SUPPLIES	\$200.26
114790	4/5/2024	GORDON FOOD SERVICE	MISCELLANEOUS	\$4.70
114791	4/5/2024	GREAT LAKES ACE STE. 110	REPAIR PARTS - BR	\$11.39
114792	4/5/2024	ID NETWORKS, INC	ANNUAL SERVICE MAINTENANCE FEE	\$399.00

Check Register April 2024

Check Number	Check Date	Vendor Name	Inv Description	Account Amount
114792	4/5/2024	ID NETWORKS, INC	ANNUAL SERVICE MAINTENANCE FEE	\$1,596.00
114793	4/5/2024	IRON MTN RECORDS MGT	C/S STORAGE	\$198.97
114793	4/5/2024	IRON MTN RECORDS MGT	C/S STORAGE	\$795.86
114794	4/5/2024	LAB COMPUTERS, INC	ODYSSEY DESKTOP READER	\$4,100.00
114795	4/5/2024	MATHESON TRI-GAS, INC	BUS REPAIRS - BR	\$386.20
114796	4/5/2024	MIDWEST MOTOR SUPPLY	REPAIR PARTS - HO	\$295.48
114797	4/5/2024	OCCUPATIONAL HEALTH CENTERS OF MICHIGAN, P.C CONCENTRA ME	PHY/DRUG SCREEN-HO	\$94.00
114798	4/5/2024	SARAH O'NEILL	MILEAGE THR 3/22/24	\$54.67
114799	4/5/2024	STEPHANIE QUALLS	MILEAGE THR 3/21/24	\$161.47
114800	4/5/2024	AMANDA ROBERTSON	SCHOOL REFUSAL SUMMIT	\$140.00
114801	4/5/2024	ROOFING PD	BUS GARAGE ROOF	\$19,939.92
114802	4/5/2024	ERIN SCHMIDT	MILEAGE THR 3/21/24	\$60.30
114803	4/5/2024	SCHOLASTIC INC	SUPPLIES	\$1,525.50
114804	4/5/2024	SPARTAN STORES, LLC ATTN CASHIER	FOOD SUPPLIES GSRP	\$185.51
114804	4/5/2024	SPARTAN STORES, LLC ATTN CASHIER	FOOD SUPPLIES	\$123.68
114804	4/5/2024	SPARTAN STORES, LLC ATTN CASHIER	FOOD SUPPLIES GSRP	\$195.98
114804	4/5/2024	SPARTAN STORES, LLC ATTN CASHIER	FOOD SUPPLIES	\$130.66
114804	4/5/2024	SPARTAN STORES, LLC ATTN CASHIER	FOOD SUPPLIES GSRP	\$156.48
114804	4/5/2024	SPARTAN STORES, LLC ATTN CASHIER	FOOD SUPPLIES	\$104.32
114804	4/5/2024	SPARTAN STORES, LLC ATTN CASHIER	FOOD SUPPLIES GSRP	\$181.57
114804	4/5/2024	SPARTAN STORES, LLC ATTN CASHIER	FOOD SUPPLIES	\$121.05
114804	4/5/2024	SPARTAN STORES, LLC ATTN CASHIER	TEACH SUPPL SCI/PATH	\$20.44
114804	4/5/2024	SPARTAN STORES, LLC ATTN CASHIER	TEACH SUPP/MOCI/PATH	\$11.95
114804	4/5/2024	SPARTAN STORES, LLC ATTN CASHIER	TEACH SUPP/MOCI/PATH	\$57.37
114805	4/5/2024	THE STEAM SYNDICATE	ROBOTICS GRANT - SECTION 99H	\$9,728.00
114806	4/5/2024	STUDENT ADVENTURES INC Suite 101	ELLIE LIRA	\$400.00
114807	4/5/2024	RENTOKIL NORTH AMERICA INC TERMINIX COMMERCIAL	BUS GARAGE	\$83.00
114807	4/5/2024	RENTOKIL NORTH AMERICA INC TERMINIX COMMERCIAL	PATHWAY	\$77.00
114808	4/5/2024	LIGHT OF THE WORLD ACADEMY	OPER SUPPORT CHARTER	\$30,113.12
114808	4/5/2024	LIGHT OF THE WORLD ACADEMY	OPER SUPPORT LEA-SUPPLEMENTAL	\$1,319.91
114808	4/5/2024	LIGHT OF THE WORLD ACADEMY	OPER SUPPORT LEA-HEADLEE	\$12,695.75
114809	4/12/2024	A & L PARTS INC	REPAIR PARTS - HO	\$326.76

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Check Number	Check Date	Vendor Name	Inv Description	Account Amount
114809	4/12/2024	A & L PARTS INC	REPAIR PARTS - HO	\$75.00
114809	4/12/2024	A & L PARTS INC	REPAIR PARTS - HO	\$58.80
114809	4/12/2024	A & L PARTS INC	REPAIR PARTS - HO	\$22.92
114810	4/12/2024	ADVANCE AUTO PARTS-AAP FINANCIAL SERVICES ACCT 1870846399	OTH BUS SUPPLIES - HO	\$275.00
114810	4/12/2024	ADVANCE AUTO PARTS-AAP FINANCIAL SERVICES ACCT 1870846399	TIRES/BATTERIES - HO	\$1,012.95
114811	4/12/2024	ADVANCE AUTO PARTS Cust#730074 (or Acct 1496267)	REPAIR PARTS - PI	\$29.50
114812	4/12/2024	ADVANCE AUTO PARTS Cust #1870822734Bri	REPAIR PARTS - BR	\$66.16
114813	4/12/2024	MILITZA GUADALUPE ALGREDO-HUERTA	MISC EXP GSC 4/4/24	\$40.00
114814	4/12/2024	AMCOMM TELECOMMUNICATIONS INC	BAS TESTING, DAMAGED FIBERS, EMERGENCY CALL	\$2,475.00
114815	4/12/2024	A T & T	TELEPHONE H/S	\$8.20
114815	4/12/2024	A T & T	TELEPHONE GSRP	\$16.41
114815	4/12/2024	A T & T	TELEPHONE ADMIN BLDG	\$65.63
114815	4/12/2024	A T & T	TELEPHONE	\$319.92
114816	4/12/2024	AT&T CABS DEPARTMENT	LEASED LINES DP	\$152.00
114816	4/12/2024	AT&T CABS DEPARTMENT	LEASED LINES DP	\$608.00
114817	4/12/2024	BARKING DOG INTERPRETIVE DESIGN INC DBA STORYWALK SOLUTI	PARENT COALITION EXP	\$2,475.30
114817	4/12/2024	BARKING DOG INTERPRETIVE DESIGN INC DBA STORYWALK SOLUTI	PARENT COALITION EXP	\$2,334.17
114818	4/12/2024	CINTAS CORPORATION	BUS REPAIRS - BR	\$84.82
114819	4/12/2024	MEGHAN CLEMENTS	MILEAGE THR 3/21/24	\$131.45
114820	4/12/2024	COMCAST	MAR 24	\$247.85
114821	4/12/2024	DETROIT EDISON	STREETLIGHT	\$12.98
114821	4/12/2024	DETROIT EDISON	STREET LIGHT	\$51.92
114822	4/12/2024	DISCOUNT SCHOOL SUPPLY	TEACH SUPPL SR/HO	\$40.13
114822	4/12/2024	DISCOUNT SCHOOL SUPPLY	TEACH SUPPL SR/HO	\$262.07
114823	4/12/2024	DTE ENERGY	PATHWAY	\$4,027.46
114823	4/12/2024	DTE ENERGY	MAINT BLDG	\$14.43
114823	4/12/2024	DTE ENERGY	MAINT BLDG	\$57.72
114824	4/12/2024	GORDON FOOD SERVICE	FOOD SUPPLIES	\$1,270.68
114824	4/12/2024	GORDON FOOD SERVICE	NON FOOD SUPPLIES	\$17.12
114824	4/12/2024	GORDON FOOD SERVICE	MISCELLANEOUS	\$6.05
114824	4/12/2024	GORDON FOOD SERVICE	FOOD SUPPLIES	\$3,873.98
114824	4/12/2024	GORDON FOOD SERVICE	NON FOOD SUPPLIES	\$43.13

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Check Number	Check Date	Vendor Name	Inv Description	Account Amount
114824	4/12/2024	GORDON FOOD SERVICE	MISCELLANEOUS	\$6.05
114825	4/12/2024	ALISON GRAINGER	TEACH SUPP/MOCI/PATH	\$15.00
114826	4/12/2024	GREAT LAKES ACE STE. 110	REPAIR PARTS - BR	\$132.46
114827	4/12/2024	SARA HAYDEN	MILEAGE THR 3/19/24	\$22.58
114828	4/12/2024	MACKENZIE R JOHNSON	MISC EXP GSC 4/4/24	\$40.00
114829	4/12/2024	MARY JOINS	MOVIE TICKETS	\$20.00
114830	4/12/2024	OLIVIA KISTULENETZ	MILEAGE THR 3/20/24	\$116.58
114831	4/12/2024	LISA LAWSON	MILEAGE THR 3/19/24	\$141.44
114832	4/12/2024	LIVINGSTON CTY SENIOR NUTRITION PROGRAM	MARCH LUNCHE 2 SHORT ON 3/14/24	\$2,195.00
114833	4/12/2024	ELLA K MCCARTHY	MISC EXP GSC 4-4-24	\$40.00
114834	4/12/2024	MICHIGAN OVERHEAD DOOR & LOADING DOCK INC.	BUS GARAGE DOORS	\$5,637.00
114835	4/12/2024	MICHIGAN SCHOOL BUSINESS OFFICIALS STE 200	LABOR RELATIONS/EMPL OYMENT LAW	\$190.00
114836	4/12/2024	MAISY MILNE	MISC EXP GSC 4/4/24	\$40.00
114837	4/12/2024	OCCUPATIONAL HEALTH CENTERS OF MICHIGAN, P.C CONCENTRA ME	MISC EXPENSE/ LICENSING	\$61.00
114837	4/12/2024	OCCUPATIONAL HEALTH CENTERS OF MICHIGAN, P.C CONCENTRA ME	MISC EXPENSE/ LICENSING	\$61.00
114837	4/12/2024	OCCUPATIONAL HEALTH CENTERS OF MICHIGAN, P.C CONCENTRA ME	MISC EXPENSE/ LICENSING	\$61.00
114837	4/12/2024	OCCUPATIONAL HEALTH CENTERS OF MICHIGAN, P.C CONCENTRA ME	MISC EXPENSE/ LICENSING	\$61.00
114837	4/12/2024	OCCUPATIONAL HEALTH CENTERS OF MICHIGAN, P.C CONCENTRA ME	MISC EXPENSE/ LICENSING	\$45.14
114837	4/12/2024	OCCUPATIONAL HEALTH CENTERS OF MICHIGAN, P.C CONCENTRA ME	MISC EXPENSE/ LICENSING	\$76.86
114837	4/12/2024	OCCUPATIONAL HEALTH CENTERS OF MICHIGAN, P.C CONCENTRA ME	PHY/DRUG SCREEN-HO	\$94.00
114837	4/12/2024	OCCUPATIONAL HEALTH CENTERS OF MICHIGAN, P.C CONCENTRA ME	PHY/DRUG SCREEN-HO	\$152.00
114837	4/12/2024	OCCUPATIONAL HEALTH CENTERS OF MICHIGAN, P.C CONCENTRA ME	PHY/DRUG SCREEN	\$152.00
114837	4/12/2024	OCCUPATIONAL HEALTH CENTERS OF MICHIGAN, P.C CONCENTRA ME	PHY/DRUG SCREEN-HO	\$58.00
114838	4/12/2024	PHONAK LLC SONOVA USA INC.	SUPPLIES	\$27.00
114839	4/12/2024	JOANNE PIERCE	MILEAGE THR 3/21/24	\$117.25
114840	4/12/2024	KIM PRICE	CDL REIMBURSE - PI	\$52.00
114841	4/12/2024	SAFETY-KLEEN SYSTEMS INC	BUS REPAIRS - BR	\$437.46
114842	4/12/2024	KARLEE JO SQUIRES	MISC EXP GSC 4/4/24	\$40.00
114843	4/12/2024	STATE OF MICHIGAN MDHHS CASHIER	SCHOOL BASED SERVICES	\$3,004.85
114844	4/12/2024	RENTOKIL NORTH AMERICA INC TERMINIX COMMERCIAL	ADMIN	\$16.20
114844	4/12/2024	RENTOKIL NORTH AMERICA INC TERMINIX COMMERCIAL	ADMIN	\$64.80
114845	4/12/2024	WM CORPORATE SERVICES, INC AS PAYMENT AGENT	TRASH REMOVAL H/S	\$373.46

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114845	4/12/2024	WM CORPORATE SERVICES, INC AS PAYMENT AGENT	TRASH REMOVAL GSRP	\$224.08
114846	4/12/2024	WAYNE COUNTY RESA P O B 807	1099S	\$6.74
114846	4/12/2024	WAYNE COUNTY RESA P O B 807	1099S	\$26.95
114846	4/12/2024	WAYNE COUNTY RESA P O B 807	W2	\$20.56
114846	4/12/2024	WAYNE COUNTY RESA P O B 807	W2	\$82.23
114846	4/12/2024	WAYNE COUNTY RESA P O B 807	23-24 COMPUTER SERVICE FEES	\$431,004.00
114846	4/12/2024	WAYNE COUNTY RESA P O B 807	23-24 COMPUTER SERVICE FEES	\$22,333.04
114846	4/12/2024	WAYNE COUNTY RESA P O B 807	23-24 COMPUTER SERVICE FEES	\$89,332.18
114846	4/12/2024	WAYNE COUNTY RESA P O B 807	23-24 STUDENT FIED SERVICES 3RD QTR	\$52,724.62
114847	4/12/2024	WORLDSTRIDES	TRIP #213689/ KAYLEY BARRETT	\$538.00
114848	4/11/2024	URBAN SUPERINTENDENTS ASSOCIATION OF AMERICA, INC	USAA SUMMER ACADEMY	\$131.25
114848	4/11/2024	URBAN SUPERINTENDENTS ASSOCIATION OF AMERICA, INC	USAA SUMMER ACADEMY	\$393.75
114849	4/19/2024	CARY ADAMS	FUEL REIMBURSEMENT	\$21.00
114850	4/19/2024	ADVANCE AUTO PARTS Cust #1870693046	OIL/GREASE BUS	\$66.22
114850	4/19/2024	ADVANCE AUTO PARTS Cust #1870693046	BUS REPAIR PARTS	\$146.37
114850	4/19/2024	ADVANCE AUTO PARTS Cust #1870693046	BUS REPAIR PARTS	\$777.10
114850	4/19/2024	ADVANCE AUTO PARTS Cust #1870693046	BUS REPAIR PARTS	\$11.49
114850	4/19/2024	ADVANCE AUTO PARTS Cust #1870693046	BUS REPAIR PARTS	\$117.48
114850	4/19/2024	ADVANCE AUTO PARTS Cust #1870693046	BUS REPAIR PARTS	\$222.20
114850	4/19/2024	ADVANCE AUTO PARTS Cust #1870693046	BUS REPAIR PARTS	\$13.91
114850	4/19/2024	ADVANCE AUTO PARTS Cust #1870693046	BUS REPAIR PARTS	\$1,365.42
114851	4/19/2024	MILITZA GUADALUPE ALGREDO-HUERTA	MISC EXP GSC 4/11/24	\$40.00
114852	4/19/2024	AMERICAN RED CROSS HEALTH & SAFETY SERVICES	EMP TRAINING & DEV SVCS	\$50.00
114853	4/19/2024	A T & T	TELEPHONE H/S	\$7.09
114853	4/19/2024	A T & T	TELEPHONE GSRP	\$14.19
114853	4/19/2024	A T & T	TELEPHONE ADMIN BLDG	\$56.74
114853	4/19/2024	A T & T	TELEPHONE	\$276.63
114854	4/19/2024	BOB MAXEY FORD OF HOWELL	REPAIR PARTS - HO	\$91.64
114854	4/19/2024	BOB MAXEY FORD OF HOWELL	REPAIR PARTS - HO	\$49.30
114855	4/19/2024	BRIGHTON CLEANING SUPPLIES	TEACH SUPP/MOCI/PATH	\$55.89
114855	4/19/2024	BRIGHTON CLEANING SUPPLIES	TEACH SUPPL SCI/PATH	\$55.89
114856	4/19/2024	AMBER CARRY	STAFF MOVIE TICKETS	\$21.00

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Check Number	Check Date	Vendor Name	Inv Description	Account Amount
114857	4/19/2024	CINTAS CORPORATION	OTHER BUS SUPPLIES	\$109.57
114858	4/19/2024	MEGHAN CLEMENTS	PET DISH & CONTAINER/DOG FOOD	\$58.47
114859	4/19/2024	KELLIANNE COLLITON	TPT LESSONS	\$55.49
114860	4/19/2024	COMCAST	APRIL 24	\$241.88
114861	4/19/2024	CONSUMERS ENERGY PAYMENT CENTER	ELECTRICITY STEP	\$1,097.83
114862	4/19/2024	FAS BREAK WINDSHIELD REPAIR	BUS REPAIR PARTS	\$60.00
114863	4/19/2024	FIRE PROTECTION PLUS, INC	LATSON RD	\$138.50
114864	4/19/2024	IAN FLYNN ANTHROMED LLC	C/S M.SMIT THR 4/5/24	\$3,297.37
114865	4/19/2024	GORDON FOOD SERVICE	SUPPLIES MAINT	\$85.77
114865	4/19/2024	GORDON FOOD SERVICE	COFFEE SUPPLIES	\$343.09
114865	4/19/2024	GORDON FOOD SERVICE	FOOD SUPPLIES	\$2,258.79
114865	4/19/2024	GORDON FOOD SERVICE	NON FOOD SUPPLIES	\$43.13
114866	4/19/2024	JANICE M HEILMAN	MISC EXP GSC 4/11/24	\$40.00
114867	4/19/2024	MARIE HEILMAN	MISC EXP GSC 4/11/24	\$40.00
114868	4/19/2024	MACKENZIE R JOHNSON	MISC EXP GSC 4/11/24	\$40.00
114869	4/19/2024	LAKELAND ACE HARDWARE	REPAIR PARTS - PI	\$14.58
114870	4/19/2024	LANSING COMM COLLEGE STUDENT FINANCE	LESA HIGH SCHOOL ADVANTAGE	\$86,300.00
114871	4/19/2024	CHARLOTTE MARTIN	GROCERIES FOR COOKING	\$27.04
114872	4/19/2024	TRISHA MCCALLUM	CDL TESTING	\$78.00
114873	4/19/2024	MICHIGAN COMPANY INC MICHCO	OTHER BUS SUPPLIES	\$176.13
114874	4/19/2024	MIDWEST MOTOR SUPPLY	REPAIR PARTS - HO	\$117.85
114875	4/19/2024	OCCUPATIONAL HEALTH CENTERS OF MICHIGAN, P.C CONCENTRA ME	PHY/DRUG SCREEN-HA	\$152.00
114875	4/19/2024	OCCUPATIONAL HEALTH CENTERS OF MICHIGAN, P.C CONCENTRA ME	PHY/DRUG SCREEN	\$94.00
114875	4/19/2024	OCCUPATIONAL HEALTH CENTERS OF MICHIGAN, P.C CONCENTRA ME	PHY/DRUG SCREEN-HA	\$188.00
114875	4/19/2024	OCCUPATIONAL HEALTH CENTERS OF MICHIGAN, P.C CONCENTRA ME	PHY/DRUG SCREEN-BR	\$152.00
114875	4/19/2024	OCCUPATIONAL HEALTH CENTERS OF MICHIGAN, P.C CONCENTRA ME	PHY/DRUG SCREEN	\$94.00
114875	4/19/2024	OCCUPATIONAL HEALTH CENTERS OF MICHIGAN, P.C CONCENTRA ME	PHY/DRUG SCREEN-BR	\$188.00
114875	4/19/2024	OCCUPATIONAL HEALTH CENTERS OF MICHIGAN, P.C CONCENTRA ME	PHY/DRUG SCREEN-HO	\$94.00
114876	4/19/2024	SECURE EDUCATION CONSULTANTS, LLC	97C CONTRACT SERVICE	\$3,600.00
114877	4/19/2024	ASCENSION PROVIDENCE HOSPITAL ASCENSION MICHIGAN EMPLOY	PHY/DRUG SCREEN	\$90.00
114878	4/19/2024	CHRISTINE SHOEMAKER	EPLI TRAINING MILEAGE 3/19/24	\$68.34
114878	4/19/2024	CHRISTINE SHOEMAKER	EPLI TRAINING MILEAGE 4/11/24	\$75.04

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114878	4/19/2024	CHRISTINE SHOEMAKER	EPLI TRAINING 3/20/24	\$68.34
114879	4/19/2024	KARLEE JO SQUIRES	MISC EXP GSC 4/11/24	\$40.00
114880	4/19/2024	VERIZON WIRELESS WAY PROGRAM	TELEPHONE EXPENSE	\$266.98
114881	4/19/2024	VERIZON WIRELESS	ACCOUNT PAYABLES VERIZON	\$4,024.37
114882	4/19/2024	VERIZON WIRELESS Board	CELL PHONE EXPENSE	\$200.05
114883	4/19/2024	WHISK & IVY	PARENT COALITION EXP GSC	\$399.00
114884	4/19/2024	W W WILLIAMS COMPANY, LLC	BUS REPAIRS & MAINT	\$320.00
			Subtotal Checks:	\$847,576.70
A16994	4/5/2024	A PARTS WAREHOUSE LLC	OTH BUS SUPPLIES - HO	\$49.25
A16995	4/5/2024	MICHELLE E. ALLISON	MILEAGE THR 1/31/24	\$39.80
A16995	4/5/2024	MICHELLE E. ALLISON	MILEAGE THR 2/29/24	\$94.20
A16995	4/5/2024	MICHELLE E. ALLISON	MILEAGE THR 3/22/24	\$85.89
A16996	4/5/2024	AMY BAAD	MILEAGE THR 3/20/24	\$59.70
A16996	4/5/2024	AMY BAAD	CELL PHONE ASST TECH	\$68.00
A16996	4/5/2024	AMY BAAD	MACUL MILEAGE, PARKING, MEALS 2024 SPRING	\$242.31
A16997	4/5/2024	JASON MATTHEW BAYUSH	YOUTH SOLUTIONS	\$400.00
A16998	4/5/2024	BEAVER RESEARCH COMPANY	OTH BUS SUPPLIES - HO	\$493.09
A16999	4/5/2024	KIMBERLY BLAIR	C/S MARCH 24	\$1,800.00
A17000	4/5/2024	BRIGHTON INSTITUTE OF COSMETOLOGY	MARCH 24	\$825.00
A17000	4/5/2024	BRIGHTON INSTITUTE OF COSMETOLOGY	MARCH 24	\$825.00
A17000	4/5/2024	BRIGHTON INSTITUTE OF COSMETOLOGY	MARCH 24	\$2,062.50
A17000	4/5/2024	BRIGHTON INSTITUTE OF COSMETOLOGY	MARCH 24	\$2,062.50
A17001	4/5/2024	BRADY BUCHLER	C/S FOOD SERVICE GSRP	\$273.70
A17001	4/5/2024	BRADY BUCHLER	C/S FOOD SERVICE GSRP	\$134.80
A17002	4/5/2024	C & S MOTORS INC	REPAIR PARTS - BR	\$502.56
A17002	4/5/2024	C & S MOTORS INC	REPAIR PARTS - BR	\$812.54
A17002	4/5/2024	C & S MOTORS INC	REPAIR PARTS - HO	\$2,188.59
A17003	4/5/2024	PLEASANNA CARTER	MILEAGE THR 3/22/24	\$146.06
A17003	4/5/2024	PLEASANNA CARTER	CELL PHONE EXPENSE	\$66.91
A17004	4/5/2024	C E & A Professional Services, Inc	PHY/DRUG SCREEN-HA	\$56.50
A17005	4/5/2024	JULIE COLEMAN	MILEAGE THR 3/22/24	\$28.74
A17005	4/5/2024	JULIE COLEMAN	MILEAGE THR 3/20/24	\$106.13

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A17006	4/5/2024	CORRIGAN OIL CO BUS FUEL PURCHASES	OIL/GREASE - HO	\$1,910.90
A17006	4/5/2024	CORRIGAN OIL CO BUS FUEL PURCHASES	FUEL - HO	\$315.95
A17007	4/5/2024	CORRIGAN TOWING	PURCHASE SVC OTHER-HO	\$175.00
A17008	4/5/2024	CRAMPTON ELECTRIC CO INC	GARAGE DOOR OPENERS AT BUS GARAGE	\$2,470.81
A17009	4/5/2024	HEIDI DANPULLO	MILEAGE THR 3/31/24	\$188.94
A17009	4/5/2024	HEIDI DANPULLO	CELL PHONE EXPENSE	\$68.00
A17010	4/5/2024	CHRISTOPHER ELDRED	MILEAGE THR 3/27/24	\$72.43
A17011	4/5/2024	GRAVITY WORKS DESIGN LLC	FEB 24 SERVICES	\$120.00
A17011	4/5/2024	GRAVITY WORKS DESIGN LLC	FEB 24 SERVICES	\$480.00
A17012	4/5/2024	HARTLAND CONSOLIDATED SCHOOLS	HARTLAND HS AUTOSHOP THERMOSTAT	\$84.00
A17013	4/5/2024	HOLLAND BUS COMPANY	REPAIR PARTS - HO	\$3,808.25
A17013	4/5/2024	HOLLAND BUS COMPANY	REPAIR PARTS - HO	\$1,896.36
A17013	4/5/2024	HOLLAND BUS COMPANY	BUS REPAIRS - HO	\$26.34
A17013	4/5/2024	HOLLAND BUS COMPANY	BUS REPAIRS - HO	\$13.95
A17013	4/5/2024	HOLLAND BUS COMPANY	SOFTWARE - HO	\$770.00
A17013	4/5/2024	HOLLAND BUS COMPANY	REPAIR PARTS - HO	\$60.24
A17013	4/5/2024	HOLLAND BUS COMPANY	REPAIR PARTS - PI	\$333.32
A17013	4/5/2024	HOLLAND BUS COMPANY	BUS REPAIRS - BR	\$164.26
A17013	4/5/2024	HOLLAND BUS COMPANY	REPAIR PARTS - PI	\$19.44
A17013	4/5/2024	HOLLAND BUS COMPANY	REPAIR PARTS - PI	\$853.93
A17013	4/5/2024	HOLLAND BUS COMPANY	REPAIR PARTS - PI	\$22.92
A17013	4/5/2024	HOLLAND BUS COMPANY	REPAIR PARTS - PI	-\$2,097.86
A17014	4/5/2024	HOWELL PUBLIC SCHOOLS	KINDERGARTEN TRANSITION SUMMIT	\$694.95
A17015	4/5/2024	JACKSON TRUCK SERVICE 1183 LEWIS ST	REPAIR PARTS - PI	\$926.66
A17016	4/5/2024	PATRICIA E JANSEN	NON FOOD SUPPLIES	\$20.96
A17017	4/5/2024	JOYFUL PEDIATRICS, PLLC SUITE 600	C/S OT SERVICES	\$48.00
A17017	4/5/2024	JOYFUL PEDIATRICS, PLLC SUITE 600	C/S SPEECH	\$120.00
A17018	4/5/2024	ASHLEY KORTE	MILEAGE THR 11/15/23	\$8.84
A17018	4/5/2024	ASHLEY KORTE	MILEAGE THR 11/15/23	\$8.85
A17018	4/5/2024	ASHLEY KORTE	MILEAGE THR 12/12/23	\$10.81
A17018	4/5/2024	ASHLEY KORTE	MILEAGE THR 12/12/23	\$10.81
A17018	4/5/2024	ASHLEY KORTE	MILEAGE THR 1/30/24	\$15.07

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A17018	4/5/2024	ASHLEY KORTE	MILEAGE THR 1/30/24	\$15.08
A17018	4/5/2024	ASHLEY KORTE	MILEAGE THR 2/9/24	\$7.71
A17018	4/5/2024	ASHLEY KORTE	MILEAGE THR 2/9/24	\$7.70
A17018	4/5/2024	ASHLEY KORTE	MILEAGE THR 3/26/24	\$23.11
A17018	4/5/2024	ASHLEY KORTE	MILEAGE THR 3/26/24	\$23.12
A17019	4/5/2024	THEODORE KROLL	COABE CONF MILEAGE	\$58.29
A17019	4/5/2024	THEODORE KROLL	MILEAGE THR 3/25/24	\$36.04
A17019	4/5/2024	THEODORE KROLL	MILEAGE THR 3/25/24	\$104.45
A17019	4/5/2024	THEODORE KROLL	MILEAGE THR 3/25/24	\$11.52
A17020	4/5/2024	OSCAR W LARSON CO	REPAIR & MAINT EQ-PI	\$383.00
A17020	4/5/2024	OSCAR W LARSON CO	BUS REPAIRS - BR	\$1,791.61
A17021	4/5/2024	MICHIGAN CLEAR WATER, LLC	SUPPLIES MAINT	\$30.00
A17021	4/5/2024	MICHIGAN CLEAR WATER, LLC	SUPPL GROUNDS/MAINT	\$120.00
A17022	4/5/2024	KELSEY MICKUS	MILEAGE THR 3/21/24	\$16.81
A17022	4/5/2024	KELSEY MICKUS	MILEAGE THR 3/21/247	\$16.82
A17023	4/5/2024	MIDWEST TRANSIT EQUIPMENT of INDIANA	REPAIR PARTS - HO	\$318.74
A17023	4/5/2024	MIDWEST TRANSIT EQUIPMENT of INDIANA	REPAIR PARTS - HO	\$318.74
A17024	4/5/2024	KRISTEN MIZAK	MILEAGE THR 3/22/24	\$196.44
A17025	4/5/2024	MARCI MOLONEY	MILEAGE THR 2/21/24	\$176.88
A17026	4/5/2024	DEBORAH MOREY	MILEAGE THR 3/20/24	\$13.07
A17027	4/5/2024	AMBER PERKINS	MILEAGE THR 3/22/24	\$289.44
A17028	4/5/2024	PINCKNEY COMMUNITY SCHOOLS	JULIA HALL LATCHKEY THR 3/21/24	\$316.00
A17029	4/5/2024	NEW DIRECTION SOLUTIONS LLC PROCARE THERAPY	C/S K.MUNN THR 3/22/24	\$647.92
A17029	4/5/2024	NEW DIRECTION SOLUTIONS LLC PROCARE THERAPY	C/S K.MUNN THR 3/15/24	\$1,246.00
A17030	4/5/2024	OLIVIA RABY	MILEAGE THR 3/18/24	\$31.89
A17031	4/5/2024	REPUBLIC SERVICES #237	PATHWAY	\$513.46
A17031	4/5/2024	REPUBLIC SERVICES #237	ADMIN	\$6.68
A17031	4/5/2024	REPUBLIC SERVICES #237	ADMIN	\$60.06
A17031	4/5/2024	REPUBLIC SERVICES #237	ADMIN	\$226.90
A17031	4/5/2024	REPUBLIC SERVICES #237	ADMIN	\$373.72
A17031	4/5/2024	REPUBLIC SERVICES #237	TRANSPORTATION	\$588.06
A17032	4/5/2024	RKA PETROLEUM COMPANIES, INC	GAS/FUEL BUS GARAGE	\$33,409.24

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A17033	4/5/2024	ROAD EQUIPMENT PARTS CTR	REPAIR PARTS - HO	\$861.40
A17033	4/5/2024	ROAD EQUIPMENT PARTS CTR	REPAIR PARTS - HO	\$511.00
A17033	4/5/2024	ROAD EQUIPMENT PARTS CTR	REPAIR PARTS - HO	\$1,256.02
A17033	4/5/2024	ROAD EQUIPMENT PARTS CTR	REPAIR PARTS - HO	-\$336.00
A17034	4/5/2024	TRACIE SCHANEN	MILEAGE THR 3/21/24	\$108.54
A17035	4/5/2024	MELISSA SCHRODER	MILEAGE THR 3/21/24	\$36.85
A17035	4/5/2024	MELISSA SCHRODER	MILEAGE THR 3/21/24	\$4.69
A17035	4/5/2024	MELISSA SCHRODER	MILEAGE THR 3/21/24	\$26.80
A17035	4/5/2024	MELISSA SCHRODER	MILEAGE THR 3/21/24	\$16.75
A17036	4/5/2024	ROBIN SCHUTZ	MILEAGE THR 3/28/24	\$66.00
A17037	4/5/2024	SHANNON SHY	MILEAGE THR 3/21/24	\$284.75
A17038	4/5/2024	SMART BUSINESS SOURCE, LLC	MISC MEETNG EXP/FOOD	\$41.58
A17038	4/5/2024	SMART BUSINESS SOURCE, LLC	OFF SUPPLIES TRANSP	\$20.36
A17038	4/5/2024	SMART BUSINESS SOURCE, LLC	OFFICE SUPPLIES - HO	-\$51.24
A17039	4/5/2024	SOLIANT HEALTH	C/S E.HEFFNER THR 3/24/24	\$3,150.00
A17039	4/5/2024	SOLIANT HEALTH	C/S C.MISHLER THR 3/24/24	\$1,211.76
A17039	4/5/2024	SOLIANT HEALTH	C/S E. HEFFNER THR 3/17/24	\$3,150.00
A17039	4/5/2024	SOLIANT HEALTH	C/S C.MISHLER THR 3/17/24	\$761.76
A17039	4/5/2024	SOLIANT HEALTH	C/S E.HEFFNER THR 1/7/24	-\$3,150.00
A17040	4/5/2024	DAVID JONATHAN TOBAR	MILEAGE THR 2/26/24	\$57.62
A17040	4/5/2024	DAVID JONATHAN TOBAR	CELL PHONE	\$204.00
A17040	4/5/2024	DAVID JONATHAN TOBAR	MILEAGE THR 3/12/24	\$142.04
A17040	4/5/2024	DAVID JONATHAN TOBAR	MACUL CONF MILEAGE 3.14-3.15.24	\$136.68
A17041	4/5/2024	TRANSPORTATION Accessories Co Inc	REPAIR PARTS - BR	\$249.76
A17042	4/5/2024	UNIFIRST CORPORATION	PURCHASE SVC OTHER-HO	\$416.73
A17042	4/5/2024	UNIFIRST CORPORATION	PURCHASE SVC OTHER-PI	\$70.81
A17043	4/5/2024	UNITY SCHOOL BUS PARTS	REPAIR PARTS - BR	\$1,007.20
A17044	4/5/2024	MELISSA USIAK	MILEAGE THR 2/23/24	\$105.86
A17044	4/5/2024	MELISSA USIAK	CELL PHONE	\$68.00
A17045	4/5/2024	WASHTENAW COMMUNITY COLLEGE Attn: WCC Cashier's Office	LCEC TUITION	\$56,649.00
A17046	4/5/2024	WELLER TRUCK PARTS	REPAIR PARTS - HO	\$1,333.89
A17047	4/5/2024	BRIGHTON AREA SCHOOLS BUSINESS OFFICE	OPER SUPPORT LEA	\$277,141.00

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A17047	4/5/2024	BRIGHTON AREA SCHOOLS BUSINESS OFFICE	OPER SUPPORT LEA-HEADLEE	\$644,376.00
A17047	4/5/2024	BRIGHTON AREA SCHOOLS BUSINESS OFFICE	OPER SUPPORT LEA-SUPPLEMENTAL	\$66,992.00
A17047	4/5/2024	BRIGHTON AREA SCHOOLS BUSINESS OFFICE	OPER SUPPORT LEA	\$25,000.00
A17048	4/5/2024	FLEXTECH HIGH SCHOOL	OPER SUPPORT CHARTER	\$13,047.23
A17048	4/5/2024	FLEXTECH HIGH SCHOOL	OPER SUPPORT LEA-SUPPLEMENTAL	\$953.87
A17048	4/5/2024	FLEXTECH HIGH SCHOOL	OPER SUPPORT LEA-HEADLEE	\$9,174.92
A17049	4/5/2024	FOWLerville COMMUNITY SCHOOLS	OPER SUPPORT LEA	\$108,874.00
A17049	4/5/2024	FOWLerville COMMUNITY SCHOOLS	OPER SUPPORT LEA-HEADLEE	\$260,519.00
A17049	4/5/2024	FOWLerville COMMUNITY SCHOOLS	OPER SUPPORT LEA-SUPPLEMENTAL	\$27,085.00
A17049	4/5/2024	FOWLerville COMMUNITY SCHOOLS	OPER SUPPORT LEA	\$25,000.00
A17050	4/5/2024	HARTLAND CONSOLIDATED SCHOOLS	OPER SUPPORT LEA	\$192,791.00
A17050	4/5/2024	HARTLAND CONSOLIDATED SCHOOLS	OPER SUPPORT LEA-HEADLEE	\$461,321.00
A17050	4/5/2024	HARTLAND CONSOLIDATED SCHOOLS	OPER SUPPORT LEA-SUPPLEMENTAL	\$47,961.00
A17050	4/5/2024	HARTLAND CONSOLIDATED SCHOOLS	OPER SUPPORT LEA	\$25,000.00
A17051	4/5/2024	HOWELL PUBLIC SCHOOLS	OPER SUPPORT LEA	\$325,582.00
A17051	4/5/2024	HOWELL PUBLIC SCHOOLS	OPER SUPPORT LEA-HEADLEE	\$797,852.00
A17051	4/5/2024	HOWELL PUBLIC SCHOOLS	OPER SUPPORT LEA-SUPPLEMENTAL	\$82,949.00
A17051	4/5/2024	HOWELL PUBLIC SCHOOLS	OPER SUPPORT LEA	\$25,000.00
A17052	4/5/2024	KENSINGTON WOODS HIGH SCHOOL	OPER SUPPORT CHARTER	\$6,044.40
A17052	4/5/2024	KENSINGTON WOODS HIGH SCHOOL	OPER SUPPORT LEA-SUPPLEMENTAL	\$568.41
A17052	4/5/2024	KENSINGTON WOODS HIGH SCHOOL	OPER SUPPORT LEA-HEADLEE	\$5,467.30
A17053	4/5/2024	PINCKNEY COMMUNITY SCHOOLS	OPER SUPPORT LEA	\$100,546.00
A17053	4/5/2024	PINCKNEY COMMUNITY SCHOOLS	OPER SUPPORT LEA-HEADLEE	\$240,591.00
A17053	4/5/2024	PINCKNEY COMMUNITY SCHOOLS	OPER SUPPORT LEA-SUPPLEMENTAL	\$25,013.00
A17053	4/5/2024	PINCKNEY COMMUNITY SCHOOLS	OPER SUPPORT LEA	\$25,000.00
A17054	4/5/2024	CHARYL STOCKWELL ACADEMY	OPER SUPPORT CHARTER	\$112,243.73
A17054	4/5/2024	CHARYL STOCKWELL ACADEMY	OPER SUPPORT LEA-SUPPLEMENTAL	\$7,842.87
A17054	4/5/2024	CHARYL STOCKWELL ACADEMY	OPER SUPPORT LEA-HEADLEE	\$75,437.72
A17055	4/12/2024	ASHLEY SCHERRER	MILEAGE THR 3/21/24	\$47.39
A17055	4/12/2024	ASHLEY SCHERRER	MILEAGE THR 3/21/24	\$47.39
A17055	4/12/2024	ASHLEY SCHERRER	MILEAGE THR 3/21/24	\$47.39
A17056	4/12/2024	ELIZABETH AHEARN	MILEAGE THR 3/21/24	\$26.06

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A17057	4/12/2024	ALLSTAR ALARM LLC	EQUIP MAINT & REPAIR	\$355.28
A17058	4/12/2024	AMAZON CAPITAL SERVICES, INC	TEACH SUPPL SR/HO	\$188.02
A17059	4/12/2024	AMERICAN AQUA INC	WELLNESS COMMITTEE SUPPLIES	\$16.00
A17059	4/12/2024	AMERICAN AQUA INC	WELLNESS COMMITTEE SUPPLIES	\$51.08
A17060	4/12/2024	BRADY BUCHLER	C/S FOOD SERVICE GSRP	\$445.55
A17060	4/12/2024	BRADY BUCHLER	C/S FOOD SERVICE GSRP	\$219.45
A17061	4/12/2024	BUSINESS IMAGING GROUP BIG PDQ	PARENT WORKSHOP LITERACY	\$791.30
A17062	4/12/2024	C & S MOTORS INC	REPAIR PARTS - HO	\$1,377.03
A17062	4/12/2024	C & S MOTORS INC	REPAIR PARTS - BR	-\$212.50
A17063	4/12/2024	SHANNON CHAPMAN	MILEAGE THR 3/22/24	\$296.68
A17064	4/12/2024	NICOLETTE CHEFF	MILEAGE THR 3/21/24	\$243.88
A17065	4/12/2024	CHILDPLUS SOFTWARE	SOFTWARE LICENSE - CHILD PLUS	\$4,125.00
A17065	4/12/2024	CHILDPLUS SOFTWARE	SOFTWARE LICENSE - CHILD PLUS	\$8,375.00
A17066	4/12/2024	THE CLEANINGSMITH SERVICE & SUPPLIES INC	PATHWAY	\$7,620.00
A17066	4/12/2024	THE CLEANINGSMITH SERVICE & SUPPLIES INC	BUS GARAGE	\$1,735.00
A17066	4/12/2024	THE CLEANINGSMITH SERVICE & SUPPLIES INC	ADMIN	\$185.00
A17067	4/12/2024	EMILY CLAY	REIMBURSEMENT- CHOCOLATE BOUTIQUE	\$77.27
A17068	4/12/2024	CONTINENTAL LINEN SERVICES	PURCHASE SVC OTHER-BR	\$103.08
A17069	4/12/2024	CORRIGAN OIL CO BUS FUEL PURCHASES	FUEL - HO	\$258.48
A17070	4/12/2024	D&K TRUCK COMPANY	REPAIR PARTS - HO	\$1,514.38
A17070	4/12/2024	D&K TRUCK COMPANY	REPAIR PARTS - HO	\$223.50
A17070	4/12/2024	D&K TRUCK COMPANY	REPAIR PARTS - HO	-\$35.30
A17070	4/12/2024	D&K TRUCK COMPANY	REPAIR PARTS - HO	-\$312.50
A17071	4/12/2024	CANDICE DAVIES-MURNEY	CLASSROOM SUPPLIES	\$223.15
A17071	4/12/2024	CANDICE DAVIES-MURNEY	MISC EXPENSE/ LICENSING	\$31.25
A17071	4/12/2024	CANDICE DAVIES-MURNEY	MISC EXPENSE/ LICENSING	\$218.75
A17071	4/12/2024	CANDICE DAVIES-MURNEY	SNACKS	\$35.97
A17072	4/12/2024	MICHELLE EAGLING	MILEAGE THR 3/19/24	\$261.97
A17073	4/12/2024	FIRST 1ST AYD CORPORATION	REPAIR PARTS - BR	\$284.62
A17073	4/12/2024	FIRST 1ST AYD CORPORATION	REPAIR PARTS - BR	\$216.76
A17074	4/12/2024	FOWLerville SCHOOLS FOOD & NUTRITION SRVC	MARCH HEAD START MEALS	\$1,540.00
A17075	4/12/2024	MARCY KOBY	MILEAGE THR 3/21/24	\$34.04

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A17076	4/12/2024	HARTLAND CONSOLIDATED SCHOOLS	CL - SCIENCE LEADERS NETWORK	\$500.00
A17076	4/12/2024	HARTLAND CONSOLIDATED SCHOOLS	CL - MATH LEADERS NETWORK	\$500.00
A17077	4/12/2024	SARAH HARVEY	MILEAGE THR 3/21/24	\$52.26
A17078	4/12/2024	SARA HIEBER	MILEAGE THR 3/13/24	\$64.19
A17078	4/12/2024	SARA HIEBER	MILEAGE THR 2/28/24	\$234.30
A17079	4/12/2024	HOLLAND BUS COMPANY	REPAIR PARTS - HO	\$240.35
A17079	4/12/2024	HOLLAND BUS COMPANY	REPAIR PARTS - PI	\$699.92
A17079	4/12/2024	HOLLAND BUS COMPANY	BUS REPAIR PARTS	\$19,470.00
A17080	4/12/2024	HOWELL PUBLIC SCHOOLS	INTERCLEAN BELT REPAIRS	\$2,068.09
A17081	4/12/2024	JACKSON TRUCK SERVICE 1183 LEWIS ST	REPAIR PARTS - PI	\$754.60
A17082	4/12/2024	AMY JUBIK	MILEAGE THR 12/20/23	\$104.15
A17082	4/12/2024	AMY JUBIK	MILEAGE THR 1/30/24	\$42.88
A17083	4/12/2024	JEANETTE KANE	MILEAGE THR 3/22/24	\$193.70
A17084	4/12/2024	CRISTIAN LABAR	MILEAGE THR 3/22/24	\$240.93
A17085	4/12/2024	LACASA	HEALTHY FAM EXPANSION	\$3,211.93
A17085	4/12/2024	LACASA	HEALTHY FAM HV32p4- FY20	\$7,768.37
A17086	4/12/2024	LAWSON PRODUCTS INC	REPAIR PARTS - BR	\$66.44
A17086	4/12/2024	LAWSON PRODUCTS INC	REPAIR PARTS - BR	\$520.53
A17087	4/12/2024	LIVINGSTON COUNTY TREASURER	SOCIAL SERVICE CONTRACTS	\$182.00
A17087	4/12/2024	LIVINGSTON COUNTY TREASURER	TAX CHARGEBACKS	\$758.30
A17088	4/12/2024	CHERYL LYONS	MILEAGE THR 3/21/24	\$3.69
A17089	4/12/2024	M A P T	SPECIAL NEEDS TRANSPORTATION	\$95.00
A17089	4/12/2024	M A P T	2024 CONF REGISTRATION	\$470.00
A17089	4/12/2024	M A P T	TRANSPORTATION FACILITY OPERATIONS	\$260.00
A17089	4/12/2024	M A P T	RESTRAINT - D.EAGLETON	\$125.00
A17089	4/12/2024	M A P T	2024 CONF D.EAGLETON	\$470.00
A17090	4/12/2024	Miller Johnson Snell & Cummiskey PLC MILLER JOHNSON ATTORNEYS	LEGAL FEES SPL ED	\$354.00
A17091	4/12/2024	STEPHANIE MONTGOMERY	MILEAGE THR 3/22/24	\$310.21
A17092	4/12/2024	MEREDITH KATHLEEN MORAN	MILEAGE THR 3/22/24	\$65.12
A17093	4/12/2024	PINCKNEY COMMUNITY SCHOOLS	TRANSFER-LEA FOOD SERVICE	\$507.60
A17093	4/12/2024	PINCKNEY COMMUNITY SCHOOLS	TRANSFER-LEA FOOD SERVICE	\$232.20
A17094	4/12/2024	POMP'S TIRE SERVICE, INC ATTN: AR DEPT	TIRES/BATTERIES - BR	\$3,457.00

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A17095	4/12/2024	RILEY GOBLE	MILEAGE THR 3/22/24	\$41.61
A17096	4/12/2024	SOLIANT HEALTH	C/S A.HAM THR 3/24/24	\$606.97
A17097	4/12/2024	THRUN LAW FIRM	LEGAL FEES GENL ED	\$299.60
A17097	4/12/2024	THRUN LAW FIRM	LEGAL FEES SPL ED	\$1,198.40
A17098	4/12/2024	UNIFIRST CORPORATION	PURCHASE SVC OTHER-PI	\$57.99
A17098	4/12/2024	UNIFIRST CORPORATION	PURCHASE SVC OTHER-PI	\$70.81
A17098	4/12/2024	UNIFIRST CORPORATION	PURCHASE SVC OTHER-HO	\$155.38
A17099	4/12/2024	UNITY SCHOOL BUS PARTS	REPAIR PARTS - BR	\$83.37
A17099	4/12/2024	UNITY SCHOOL BUS PARTS	REPAIR PARTS - PI	\$128.81
A17100	4/12/2024	WHMI	REBECCA PROGRAMS	\$1,175.00
A17101	4/12/2024	LAURA YOUNG	MILEAGE THR 3/22/24	\$72.36
A17102	4/19/2024	ABOVO VISUAL COMMUNICATIONS, LLC	SOCIAL EMOTIONAL CARDS	\$490.00
A17102	4/19/2024	ABOVO VISUAL COMMUNICATIONS, LLC	SUPPLIES	\$3,150.00
A17103	4/19/2024	JULIE AMY FOR KIDS SAKE EARLY LEARNING CENTER	SLOT PAYMENT #5	\$8,541.48
A17104	4/19/2024	LEE ANN AUSTIN	MILEAGE THR 3/15/24	\$5.09
A17105	4/19/2024	BRADY BUCHLER	C/S FOOD SERVICE GSRP	\$365.99
A17105	4/19/2024	BRADY BUCHLER	C/S FOOD SERVICE GSRP	\$180.26
A17106	4/19/2024	C & S MOTORS INC	BUS REPAIR PARTS	\$175.20
A17106	4/19/2024	C & S MOTORS INC	REPAIR PARTS - HO	\$337.44
A17106	4/19/2024	C & S MOTORS INC	BUS REPAIR PARTS	\$175.20
A17107	4/19/2024	C E & A Professional Services, Inc	PHY/DRUG SCREEN-BR	\$56.50
A17108	4/19/2024	MICHELLE CHARRON-WITT	MILEAGE THR 3/21/24	\$151.42
A17109	4/19/2024	CONTINENTAL LINEN SERVICES	PURCHASE SVC OTHER-BR	\$106.58
A17109	4/19/2024	CONTINENTAL LINEN SERVICES	PURCHASE SVC OTHER-BR	\$103.08
A17110	4/19/2024	CORRIGAN OIL CO BUS FUEL PURCHASES	OIL/GREASE BUS	\$283.84
A17110	4/19/2024	CORRIGAN OIL CO BUS FUEL PURCHASES	OIL/GREASE BUS	\$230.45
A17110	4/19/2024	CORRIGAN OIL CO BUS FUEL PURCHASES	OIL/GREASE BUS	\$6,109.09
A17111	4/19/2024	CORRIGAN TOWING	PURCHASE SVC - OTHER	\$780.00
A17112	4/19/2024	DOWN on the FARM CHILD CARE HOME LLC	GSRP PAYMENT #10	\$5,351.05
A17113	4/19/2024	F & N CENTER, LLC	MAY 24 LEASE PAYMENT	\$16,666.67
A17114	4/19/2024	FOWLerville COMMUNITY SCHOOLS	PERKINS	\$5,752.64
A17114	4/19/2024	FOWLerville COMMUNITY SCHOOLS	CTE 61A AND 61C GRANT	\$9,749.20

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A17115	4/19/2024	BREANNE C GREEN	PARENT/FAMILY LIASON	\$1,980.00
A17115	4/19/2024	BREANNE C GREEN	C/S PARENT LIASON	\$456.50
A17115	4/19/2024	BREANNE C GREEN	PARENT/FAMILY LIASON	\$1,650.00
A17115	4/19/2024	BREANNE C GREEN	C/S PARENT LIASON	\$434.50
A17116	4/19/2024	HARTLAND CONSOLIDATED SCHOOLS	REIMBURSEMENT INVOICE 015129	\$1,273.69
A17117	4/19/2024	STAR HEANEY	MILEAGE THR 2/28/24	\$25.86
A17117	4/19/2024	STAR HEANEY	MILEAGE THR 2/28/24	\$25.86
A17117	4/19/2024	STAR HEANEY	MILEAGE THR 3/21/24	\$38.79
A17117	4/19/2024	STAR HEANEY	MILEGE THR 3/21/24	\$38.80
A17117	4/19/2024	STAR HEANEY	MILEAGE THR 4/8/24	\$27.81
A17117	4/19/2024	STAR HEANEY	MILEAGE THR 4/8/24	\$27.80
A17118	4/19/2024	HOLLAND BUS COMPANY	REPAIR PARTS - PI	\$106.73
A17118	4/19/2024	HOLLAND BUS COMPANY	BUS REPAIR PARTS	\$728.00
A17118	4/19/2024	HOLLAND BUS COMPANY	REPAIR PARTS - HO	\$426.02
A17118	4/19/2024	HOLLAND BUS COMPANY	REPAIR PARTS - BR	\$60.76
A17118	4/19/2024	HOLLAND BUS COMPANY	REPAIR PARTS - HO	\$197.44
A17118	4/19/2024	HOLLAND BUS COMPANY	REPAIR PARTS - PI	-\$500.00
A17118	4/19/2024	HOLLAND BUS COMPANY	REPAIR PARTS - BR	\$261.28
A17118	4/19/2024	HOLLAND BUS COMPANY	REPAIR PARTS - HO	\$2,390.91
A17118	4/19/2024	HOLLAND BUS COMPANY	REPAIR PARTS - HO	\$1,790.99
A17118	4/19/2024	HOLLAND BUS COMPANY	BUS REPAIR PARTS	\$2,067.18
A17118	4/19/2024	HOLLAND BUS COMPANY	REPAIR PARTS - HO	\$1,071.32
A17118	4/19/2024	HOLLAND BUS COMPANY	BUS REPAIR PARTS	\$2,630.73
A17118	4/19/2024	HOLLAND BUS COMPANY	BUS REPAIR PARTS	\$1,779.00
A17118	4/19/2024	HOLLAND BUS COMPANY	BUS REPAIR PARTS	\$2,113.92
A17118	4/19/2024	HOLLAND BUS COMPANY	BUS REPAIR PARTS	\$1,331.88
A17118	4/19/2024	HOLLAND BUS COMPANY	BUS REPAIR PARTS	\$1,006.92
A17118	4/19/2024	HOLLAND BUS COMPANY	REPAIR PARTS - PI	\$2,000.00
A17119	4/19/2024	HOWELL PUBLIC SCHOOLS	61C EQUIPMENT GRANT	\$17,590.54
A17120	4/19/2024	LACASA	MARCH 24	\$7,336.36
A17120	4/19/2024	LACASA	MARCH 24	\$3,099.45
A17121	4/19/2024	OSCAR W LARSON CO	BUS REPAIRS - BR	\$300.00

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Check Number	Check Date	Vendor Name	Inv Description	Account Amount
A17122	4/19/2024	LAWSON PRODUCTS INC	BUS REPAIR PARTS	\$468.80
A17122	4/19/2024	LAWSON PRODUCTS INC	BUS REPAIR PARTS	\$8.20
A17122	4/19/2024	LAWSON PRODUCTS INC	BUS REPAIR PARTS	\$560.68
A17122	4/19/2024	LAWSON PRODUCTS INC	REPAIR PARTS - PI	\$202.95
A17123	4/19/2024	MICHIGAN FLEET REPAIR COMPANY	BUS REPAIRS & MAINT	\$5,829.26
A17124	4/19/2024	MICH SCHOOLS ENERGY COOP	ELECTRICITY HS	\$24.38
A17124	4/19/2024	MICH SCHOOLS ENERGY COOP	ELECTRICITY GSRP	\$219.44
A17124	4/19/2024	MICH SCHOOLS ENERGY COOP	ELECTRICITY ADM BLDG	\$828.99
A17124	4/19/2024	MICH SCHOOLS ENERGY COOP	ELECTRICITY SPEC ED	\$1,365.41
A17125	4/19/2024	KELSEY MICKUS	MILEAGE THR 4/10/24	\$24.12
A17125	4/19/2024	KELSEY MICKUS	MILEAGE THR 4/10/24	\$24.12
A17126	4/19/2024	CHRISTINE PAYNE	MILEAGE THR 3/20/24	\$93.40
A17127	4/19/2024	PINCKNEY COMMUNITY SCHOOLS	MECHATRONICS REIMBURSEMENT	\$7,307.00
A17128	4/19/2024	POMP'S TIRE SERVICE, INC ATTN: AR DEPT	BUS REPAIR PARTS	\$1,658.08
A17129	4/19/2024	NEW DIRECTION SOLUTIONS LLC PROCARE THERAPY	C/S K.MUNN THR 4/5/24	\$1,246.00
A17130	4/19/2024	KRISTIN RESSEGUIE	FOOD FOR PARENT NIGHT	\$58.66
A17131	4/19/2024	RKA PETROLEUM COMPANIES, INC	GAS/FUEL BUS GARAGE	\$34,388.84
A17131	4/19/2024	RKA PETROLEUM COMPANIES, INC	FUEL - BR	\$6,639.01
A17132	4/19/2024	ROAD EQUIPMENT PARTS CTR	BUS REPAIR PARTS	\$1,045.89
A17132	4/19/2024	ROAD EQUIPMENT PARTS CTR	REPAIR PARTS - BR	\$57.00
A17132	4/19/2024	ROAD EQUIPMENT PARTS CTR	BUS REPAIR PARTS	\$973.20
A17132	4/19/2024	ROAD EQUIPMENT PARTS CTR	BUS REPAIR PARTS	\$305.40
A17132	4/19/2024	ROAD EQUIPMENT PARTS CTR	BUS REPAIR PARTS	\$231.82
A17133	4/19/2024	AMBER ROBERTS	MILEAGE THR 3/21/24	\$157.05
A17134	4/19/2024	TEGAN ROOBOL	MILEAGE THR 3/13/24	\$17.55
A17135	4/19/2024	MELISSA SCHRODER	MILEAGE THR 4/12/24	\$36.85
A17135	4/19/2024	MELISSA SCHRODER	MILEAGE THR 4/12/24	\$87.77
A17135	4/19/2024	MELISSA SCHRODER	MILEAGE THR 4/12/24	\$113.23
A17135	4/19/2024	MELISSA SCHRODER	MILEAGE THR 4/12/24	\$93.80
A17135	4/19/2024	MELISSA SCHRODER	MILEAGE THR 4/12/24	\$40.87
A17136	4/19/2024	SMART BUSINESS SOURCE, LLC	OFFICE SUPP DIR HA	\$134.85
A17136	4/19/2024	SMART BUSINESS SOURCE, LLC	OFFICE SUPPLIES - HO	\$8.13

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Check Number	Check Date	Vendor Name	Inv Description	Account Amount
A17137	4/19/2024	SOLIANT HEALTH	C/S E.HEFFNER THR 4/7/24	\$3,150.00
A17137	4/19/2024	SOLIANT HEALTH	C/S C.MISHLER THR 4/7/24	\$1,121.76
A17138	4/19/2024	SPARTAN STORES, LLC ATTN CASHIER	FOOD SUPPLIES	\$310.48
A17138	4/19/2024	SPARTAN STORES, LLC ATTN CASHIER	FOOD SUPPLIES	\$319.83
A17138	4/19/2024	SPARTAN STORES, LLC ATTN CASHIER	FOOD SUPPLIES	\$15.96
A17138	4/19/2024	SPARTAN STORES, LLC ATTN CASHIER	FOOD SUPPLIES	\$292.81
A17138	4/19/2024	SPARTAN STORES, LLC ATTN CASHIER	TEACH SUPP/MOCI/PATH	\$19.81
A17139	4/19/2024	JANINE TAYLOR	MILEAGE THR 3/21/24	\$32.83
A17140	4/19/2024	TRANSPORTATION Accessories Co Inc	REPAIR PARTS - BR	\$198.08
A17140	4/19/2024	TRANSPORTATION Accessories Co Inc	BUS REPAIR PARTS	\$518.00
A17140	4/19/2024	TRANSPORTATION Accessories Co Inc	REPAIR PARTS - BR	\$194.39
A17141	4/19/2024	TRI COUNTY SUPPLY, INC	SUPPLIES MAINT	\$44.50
A17141	4/19/2024	TRI COUNTY SUPPLY, INC	SUPPL GROUNDS/MAINT	\$178.00
A17141	4/19/2024	TRI COUNTY SUPPLY, INC	SUPPLIES MAINT	\$414.92
A17141	4/19/2024	TRI COUNTY SUPPLY, INC	SUPPL GROUNDS/MAINT	\$1,659.66
A17141	4/19/2024	TRI COUNTY SUPPLY, INC	SUPPLIES MAINT	\$17.96
A17141	4/19/2024	TRI COUNTY SUPPLY, INC	SUPPL GROUNDS/MAINT	\$71.82
A17142	4/19/2024	UNIFIRST CORPORATION	BUS REPAIR PARTS	\$159.80
A17142	4/19/2024	UNIFIRST CORPORATION	PURCHASE SVC OTHER-HO	\$155.38
A17142	4/19/2024	UNIFIRST CORPORATION	PURCHASE SVC OTHER-PI	\$70.81
A17142	4/19/2024	UNIFIRST CORPORATION	PURCHASE SVC - OTHER	\$148.28
A17143	4/19/2024	UNITY SCHOOL BUS PARTS	BUS REPAIR PARTS	\$1,341.30
A17143	4/19/2024	UNITY SCHOOL BUS PARTS	BUS REPAIR PARTS	\$166.88
A17143	4/19/2024	UNITY SCHOOL BUS PARTS	REPAIR PARTS - BR	\$142.58
A17143	4/19/2024	UNITY SCHOOL BUS PARTS	OTHER BUS SUPPLIES	\$230.40
A17143	4/19/2024	UNITY SCHOOL BUS PARTS	BUS REPAIR PARTS	\$873.00
A17143	4/19/2024	UNITY SCHOOL BUS PARTS	BUS REPAIR PARTS	\$522.13
A17143	4/19/2024	UNITY SCHOOL BUS PARTS	OTHER BUS SUPPLIES	\$253.17
A17144	4/19/2024	KATE VEINBERGS	MILEAGE THR 3/21/24	\$32.70
A17145	4/19/2024	LAUREN WEBER	C/S PARENT LIASON	\$1,180.00
A17145	4/19/2024	LAUREN WEBER	PARENT/FAMILY LIASON	\$800.00
A17146	4/19/2024	WILLIAMS SCOTSMAN, INC WILLSCOTT	SUPPL GROUNDS/MAINT	\$304.55

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Check Number	Check Date	Vendor Name	Inv Description	Account Amount
			Subtotal ACH:	\$4,422,501.70

PCARD Register April 2024				
Check Number	Check Date	Vendor Name	Description	Acct Amt
*	4/5/2024	BMO	Michelle Allison/Council For Exceptiona	\$275.00
*	4/5/2024	BMO	Robin Schutz/Wal-Mart #1754	\$12.54
*	4/5/2024	BMO	Robin Schutz/Amzn Mktp US Ra4gs1xi2	\$114.68
*	4/5/2024	BMO	Ashley Korte/Wm Supercenter #1754	\$40.25
*	4/5/2024	BMO	Ashley Korte/Wm Supercenter #1754	\$29.75
*	4/5/2024	BMO	Ashley Korte/Wm Supercenter #1754	\$38.51
*	4/5/2024	BMO	Robin Schutz/Amzn Mktp US L41q53bc3	\$38.72
*	4/5/2024	BMO	Finance Department/Amzn Mktp US Ra0v28230	\$2.90
*	4/5/2024	BMO	Finance Department/Amzn Mktp US Ra0v28230	\$11.59
*	4/5/2024	BMO	Judith Paulsen/Jonnas Market	\$149.89
*	4/5/2024	BMO	Judith Paulsen/Jonnas Market	\$49.96
*	4/5/2024	BMO	Finance Department/Amzn Mktp US Rh1cx86b1	\$5.40
*	4/5/2024	BMO	Finance Department/Amzn Mktp US Rh1cx86b1	\$21.59
*	4/5/2024	BMO	Rebecca Holman/Amazon Prime	-\$120.93
*	4/5/2024	BMO	Finance Department/Amazon.Com Rh0dv6fm1	\$59.99
*	4/5/2024	BMO	Robin Schutz/Amazon.Com Rh1qj4n31	\$149.70
*	4/5/2024	BMO	Finance Department/Simpletexting.Com	\$7.80
*	4/5/2024	BMO	Finance Department/Simpletexting.Com	\$31.20
*	4/5/2024	BMO	Judith Paulsen/Sq The Fave S French	\$11.92
*	4/5/2024	BMO	Judith Paulsen/Sq The Fave S French	\$3.98
*	4/5/2024	BMO	Robin Schutz/Scholastic Education	\$560.40
*	4/5/2024	BMO	Theodore J Kroll/Gaylord Opry Resort Fb	\$12.83
*	4/5/2024	BMO	Ashley Korte/Panera Bread #601936 O	\$301.10
*	4/5/2024	BMO	Michelle Radcliffe/Association For Career	\$100.00

PCARD Register April 2024				
Check Number	Check Date	Vendor Name	Description	Acct Amt
*	4/5/2024	BMO	Lori Waite/Amzn Mktp US Rh9ta4902	\$7.99
*	4/5/2024	BMO	Theodore J Kroll/Gaylord Opry Resort	\$1,244.16
*	4/5/2024	BMO	Alice Johnson/Vgs Food Center 1920	\$59.99
*	4/5/2024	BMO	Saima Caverly/School Specialty Ecomm	-\$1,212.97
*	4/5/2024	BMO	Saima Caverly/School Specialty Ecomm	-\$1,269.79
*	4/5/2024	BMO	Omega Rainer/Amzn Mktp US Ra0xd6lv2	\$67.19
*	4/5/2024	BMO	Saima Caverly/School Specialty Ecomm	-\$359.18
*	4/5/2024	BMO	Marci Moloney/Council For Exceptiona	\$140.00
*	4/5/2024	BMO	Laura Saline/Association For Career	-\$50.00
*	4/5/2024	BMO	Candice Olrich/Amzn Mktp US Rh4c43n41	\$26.99
*	4/5/2024	BMO	Cheryl Judd/Amzn Mktp US Rh2lp7v31	\$142.39
*	4/5/2024	BMO	Saima Caverly/School Specialty Ecomm	-\$379.97
*	4/5/2024	BMO	Ashley Korte/Panera Bread #601936 O	\$160.24
*	4/5/2024	BMO	Lori Waite/Amzn Mktp US Ra91213i0	\$19.58
*	4/5/2024	BMO	Theodore J Kroll/Kfc K580004	\$7.41
*	4/5/2024	BMO	Theodore J Kroll/Gaylord Opry Resort Fb	\$20.48
*	4/5/2024	BMO	Theodore J Kroll/Gaylord Opry Resort	\$1,242.59
*	4/5/2024	BMO	Malissa Patrick/Treetops Resort	\$104.25
*	4/5/2024	BMO	Alice Johnson/Sq Michigan Assn For	\$318.02
*	4/5/2024	BMO	Theodore J Kroll/Gaylord Opry Resort Fb	\$12.83
*	4/5/2024	BMO	Finance Department/Dnh Godaddy.Com	\$18.54
*	4/5/2024	BMO	Finance Department/Dnh Godaddy.Com	\$4.63
*	4/5/2024	BMO	Cole Gremore/The Home Depot #2751	\$12.27
*	4/5/2024	BMO	Cole Gremore/The Home Depot #2751	\$49.08

PCARD Register April 2024				
Check Number	Check Date	Vendor Name	Description	Acct Amt
*	4/5/2024	BMO	Theodore J Kroll/Uber Trip	\$17.42
*	4/5/2024	BMO	Mark Rogers/Apple.Com/Us	\$19.80
*	4/5/2024	BMO	Mark Rogers/Apple.Com/Us	\$79.20
*	4/5/2024	BMO	Theodore J Kroll/Uber Trip	\$3.00
*	4/5/2024	BMO	Saima Caverly/Livingston Vet Clinic	\$380.48
*	4/5/2024	BMO	Theodore J Kroll/Auntie Annes/Cinnabon	\$5.58
*	4/5/2024	BMO	Ashley Korte/Jonnas Market	\$195.35
*	4/5/2024	BMO	Ashley Korte/Jonnas Market	\$144.40
*	4/5/2024	BMO	Robin Schutz/Panera Bread #601936 O	\$350.35
*	4/5/2024	BMO	Cole Gremore/Amzn Mktp US Rh1021wh0	\$7.40
*	4/5/2024	BMO	Cole Gremore/Amzn Mktp US Rh1021wh0	\$29.58
*	4/5/2024	BMO	Ashley Korte/Amzn Mktp US Rh0uq8522	\$13.24
*	4/5/2024	BMO	Ashley Korte/Amzn Mktp US Rh0uq8522	\$9.79
*	4/5/2024	BMO	Ashley Korte/Amzn Mktp US Rh0uq8522	\$12.67
*	4/5/2024	BMO	Omega Rainer/Awl Pearson Education	\$66.25
*	4/5/2024	BMO	Saima Caverly/Amzn Mktp US Rh3mw3h32	\$16.99
*	4/5/2024	BMO	Saima Caverly/Amzn Mktp US Ra6lz7fz0	\$57.92
*	4/5/2024	BMO	Malissa Patrick/Everydayspeechslp	\$199.99
*	4/5/2024	BMO	Maggie Narayan/Awl Pearson Education	\$325.00
*	4/5/2024	BMO	David Jonathan Tobar/Calhoun Isd	\$75.00
*	4/5/2024	BMO	Theodore J Kroll/Sq Mommajays Hot Chi	\$13.00
*	4/5/2024	BMO	Saima Caverly/Amzn Mktp US R66d53821	\$189.81
*	4/5/2024	BMO	Ashley Korte/Jimmy Johns - 764	\$75.93
*	4/5/2024	BMO	Melissa Usiak/Shipt Monthly Members	\$10.99

PCARD Register April 2024				
Check Number	Check Date	Vendor Name	Description	Acct Amt
*	4/5/2024	BMO	Finance Department/Amazon.Com R687x0hb1	\$2.94
*	4/5/2024	BMO	Finance Department/Amazon.Com R687x0hb1	\$11.76
*	4/5/2024	BMO	Ashley Korte/Dairy Phil	\$125.00
*	4/5/2024	BMO	Ashley Korte/Dairy Phil	\$125.00
*	4/5/2024	BMO	Theodore J Kroll/Sq The Grilled Cheese	\$18.45
*	4/5/2024	BMO	Mark Rogers/Web Networksolutions	\$0.40
*	4/5/2024	BMO	Mark Rogers/Web Networksolutions	\$1.59
*	4/5/2024	BMO	Theodore J Kroll/Sq Mikey S Pizza	\$19.96
*	4/5/2024	BMO	Ashley Korte/Meijer # 172	-\$58.39
*	4/5/2024	BMO	Cole Gremore/Uline Ship Supplies	\$40.17
*	4/5/2024	BMO	Cole Gremore/Uline Ship Supplies	\$160.67
*	4/5/2024	BMO	Theodore J Kroll/Gaylord Opry Resort Fb	\$22.03
*	4/5/2024	BMO	Theodore J Kroll/Gaylord Opry Resort Fb	\$23.30
*	4/5/2024	BMO	Ashley Korte/Meijer # 172	\$58.39
*	4/5/2024	BMO	Theodore J Kroll/Bravo Gelato Opryland	\$6.28
*	4/5/2024	BMO	Ashley Korte/Tst Tomato Brothers	\$244.39
*	4/5/2024	BMO	Carol Braden/Amzn Mktp US R64de7xp1	\$12.99
*	4/5/2024	BMO	Theodore J Kroll/Gaylord Opry Resort Fb	\$12.02
*	4/5/2024	BMO	Lori Waite/Amzn Mktp US Rh5380d00	\$25.65
*	4/5/2024	BMO	Lori Waite/Amzn Mktp US Rh5380d00	\$25.65
*	4/5/2024	BMO	Lori Waite/Amzn Mktp US Rh5380d00	\$25.65
*	4/5/2024	BMO	Lori Waite/Amzn Mktp US Rh5380d00	\$25.65
*	4/5/2024	BMO	Lori Waite/Amzn Mktp US Rh5380d00	\$25.68
*	4/5/2024	BMO	Theodore J Kroll/Kid Rocks Honky Tonk &	\$23.17

PCARD Register April 2024				
Check Number	Check Date	Vendor Name	Description	Acct Amt
*	4/5/2024	BMO	Theodore J Kroll/Gaylord Opry Resort Fb	\$38.77
*	4/5/2024	BMO	Theodore J Kroll/Gaylord Opry Resort Fb	\$38.78
*	4/5/2024	BMO	Cole Gremore/The Home Depot #2751	\$17.40
*	4/5/2024	BMO	Cole Gremore/The Home Depot #2751	\$12.53
*	4/5/2024	BMO	Cole Gremore/The Home Depot #2751	\$50.11
*	4/5/2024	BMO	Ashley Korte/Amazon Ret 111-209462	\$103.05
*	4/5/2024	BMO	Maggie Narayan/Otc Brands Inc	\$175.52
*	4/5/2024	BMO	Maggie Narayan/Amzn Mktp US R63z84g01	\$287.39
*	4/5/2024	BMO	Maggie Narayan/Amazon.Com Rh1pc7cp2	\$46.87
*	4/5/2024	BMO	David Jonathan Tobar/Grill Peruvian Mexican	\$50.83
*	4/5/2024	BMO	Finance Department/Amzn Mktp US Rh22u1b10	\$1.20
*	4/5/2024	BMO	Finance Department/Amzn Mktp US Rh22u1b10	\$4.78
*	4/5/2024	BMO	David Jonathan Tobar/Amway Grand Plaza Hote	\$416.71
*	4/5/2024	BMO	Carol Braden/Amzn Mktp US Rh0iq8e50	\$18.78
*	4/5/2024	BMO	Carol Braden/Amzn Mktp US Rh0iq8e50	\$5.98
*	4/5/2024	BMO	Maggie Narayan/Awl Pearson Education	\$571.73
*	4/5/2024	BMO	Stephanie Weese/Smartsheet Inc.	\$2,127.00
*	4/5/2024	BMO	Stephanie Weese/Smartsheet Inc.	\$8,508.00
*	4/5/2024	BMO	Brian Braden/Amzn Mktp US Rh9ye8t00	\$35.49
*	4/5/2024	BMO	Candice Olrich/Wm Supercenter #1754	\$28.93
*	4/5/2024	BMO	Candice Olrich/Wm Supercenter #1754	\$70.92
*	4/5/2024	BMO	David Jonathan Tobar/Ahc Hospitality	-\$100.00
*	4/5/2024	BMO	Candice Olrich/Walmart.Com 8009666546	\$466.27
*	4/5/2024	BMO	Theodore J Kroll/Uber Trip	\$26.36

PCARD Register April 2024				
Check Number	Check Date	Vendor Name	Description	Acct Amt
*	4/5/2024	BMO	Heidi Danpullo/Meijer # 245	\$21.50
*	4/5/2024	BMO	Cole Gremore/The Home Depot #2751	\$26.79
*	4/5/2024	BMO	Cole Gremore/The Home Depot #2751	\$129.11
*	4/5/2024	BMO	Saima Caverly/Amzn Mktp US R697x68q2	\$49.99
*	4/5/2024	BMO	Finance Department/Amazon.Com Rh0op5z00	\$2.72
*	4/5/2024	BMO	Finance Department/Amazon.Com Rh0op5z00	\$10.86
*	4/5/2024	BMO	Brian Braden/Amzn Mktp US Rn9288rv1	\$39.99
*	4/5/2024	BMO	Brian Braden/Amzn Mktp US Rn9288rv1	\$159.97
*	4/5/2024	BMO	Robin Schutz/Hungry Howies - 00056	\$433.00
*	4/5/2024	BMO	Candice Olrich/Amzn Mktp US R69cv2ck1	\$194.97
*	4/5/2024	BMO	Ashley Korte/Jimmy Johns - 764	\$85.93
*	4/5/2024	BMO	Ashley Korte/El Patron	\$175.00
*	4/5/2024	BMO	Melissa Usiak/Shipt Order	\$131.22
*	4/5/2024	BMO	Theodore J Kroll/Vgs Food Center 1920	\$49.44
*	4/5/2024	BMO	David Jonathan Tobar/Amway Grand Plz Htl F	\$76.32
*	4/5/2024	BMO	Saima Caverly/School Specialty Ecomm	\$1,212.97
*	4/5/2024	BMO	Omega Rainer/Amzn Mktp US R63ym4yj0	\$52.08
*	4/5/2024	BMO	Saima Caverly/Amzn Mktp US R61xk2gr2	\$345.60
*	4/5/2024	BMO	Heidi Danpullo/Speedway 08591 Grand B	\$32.97
*	4/5/2024	BMO	Stephanie Weese/American Aed Llc	\$375.00
*	4/5/2024	BMO	Carol Braden/Amzn Mktp US Rn8p18791	\$16.52
*	4/5/2024	BMO	Judith Paulsen/Dailypress & Argus	\$8.99
*	4/5/2024	BMO	Judith Paulsen/Dailypress & Argus	\$3.00
*	4/5/2024	BMO	Cole Gremore/The Home Depot #2751	\$65.91

PCARD Register April 2024				
Check Number	Check Date	Vendor Name	Description	Acct Amt
*	4/5/2024	BMO	Cheryl Judd/Meijer Store #046	\$83.91
*	4/5/2024	BMO	R Michael Hubert/Sq The Fave S French	\$9.54
*	4/5/2024	BMO	R Michael Hubert/Sq The Fave S French	\$3.18
*	4/5/2024	BMO	Finance Department/Amzn Mktp US R627p8gv2	\$67.60
*	4/5/2024	BMO	Finance Department/Amzn Mktp US R627p8gv2	\$270.38
*	4/5/2024	BMO	Ashley Korte/Tst Tomato Brothers	\$254.67
*	4/5/2024	BMO	Omega Rainer/Sp Bjorem Speech	\$66.09
*	4/5/2024	BMO	Cole Gremore/The Home Depot #2751	\$13.35
*	4/5/2024	BMO	Cole Gremore/The Home Depot #2751	\$53.38
*	4/5/2024	BMO	Cheryl Judd/Amazon.Com R683y8iq0	\$18.00
*	4/5/2024	BMO	Ashley Korte/Panera Bread #601936 O	\$28.98
*	4/5/2024	BMO	Saima Caverly/Amzn Mktp US R68v061r2	\$144.43
*	4/5/2024	BMO	Saima Caverly/Amzn Mktp US Rn2zr72d1	\$279.60
*	4/5/2024	BMO	Lori Waite/Bit Fun And Function L	\$90.65
*	4/5/2024	BMO	Cole Gremore/Amzn Mktp US Rn39s96p1	\$10.20
*	4/5/2024	BMO	Cole Gremore/Amzn Mktp US Rn39s96p1	\$40.78
*	4/5/2024	BMO	Finance Department/Fsp Mpaaa	\$400.50
*	4/5/2024	BMO	Finance Department/Fsp Mpaaa	\$44.50
*	4/5/2024	BMO	Malissa Patrick/Tst Tomato Brothers	\$69.30
*	4/5/2024	BMO	Finance Department/Amzn Mktp US R69842a32	\$8.46
*	4/5/2024	BMO	Finance Department/Amzn Mktp US R69842a32	\$33.83
*	4/5/2024	BMO	Robin Schutz/Amzn Mktp US R69la5980	\$7.98
*	4/5/2024	BMO	Finance Department/Amzn Mktp US Rn1218bs1	\$9.10
*	4/5/2024	BMO	Finance Department/Amzn Mktp US Rn1218bs1	\$36.39

PCARD Register April 2024				
Check Number	Check Date	Vendor Name	Description	Acct Amt
*	4/5/2024	BMO	Saima Caverly/Amzn Mktp US R67zv89c0	\$42.99
*	4/5/2024	BMO	Robin Schutz/Amzn Mktp US Rn21b1m81	\$100.92
*	4/5/2024	BMO	Lori Waite/Srfax 866-554-0263	\$78.30
*	4/5/2024	BMO	Cheryl Judd/Amzn Mktp US Rn3sb75r1	\$6.99
*	4/5/2024	BMO	Ashley Korte/Paypal Mstreetbaki	\$62.50
*	4/5/2024	BMO	Robin Schutz/Amzn Mktp US R67gr3c82	\$24.08
*	4/5/2024	BMO	Sara Leggett/In Association Of Adm	\$499.00
*	4/5/2024	BMO	Saima Caverly/Augmentative Resources	\$116.47
*	4/5/2024	BMO	Candice Olrich/Wal-Mart #1754	\$120.56
*	4/5/2024	BMO	Robin Schutz/Michaels Stores 5054	\$33.98
*	4/5/2024	BMO	Omega Rainer/Awl Pearson Education	\$228.43
*	4/5/2024	BMO	Cole Gremore/Amazon.Com Rn7kb4952	\$27.98
*	4/5/2024	BMO	Cole Gremore/The Home Depot #2751	\$6.96
*	4/5/2024	BMO	Cole Gremore/The Home Depot #2751	\$27.83
*	4/5/2024	BMO	Mark Rogers/Web Networksolutions	\$3.60
*	4/5/2024	BMO	Mark Rogers/Web Networksolutions	\$14.38
*	4/5/2024	BMO	Carol Braden/Amzn Mktp US Rn4mw7lh1	\$16.50
*	4/5/2024	BMO	Sara Leggett/In Association Of Adm	\$155.00
*	4/5/2024	BMO	Ashley Korte/Tst Tomato Brothers	\$777.10
*	4/5/2024	BMO	Robin Schutz/Amzn Mktp US Rn0nb6ed1	\$38.18
*	4/5/2024	BMO	Theodore J Kroll/Amazon Prime	-\$45.87
*	4/5/2024	BMO	Maggie Narayan/Think Social Publishin	\$70.66
*	4/5/2024	BMO	Brian Braden/Amazon Ret 112-675135	\$94.41
*	4/5/2024	BMO	Candice Olrich/Literatibooks.Com	\$280.00

PCARD Register April 2024				
Check Number	Check Date	Vendor Name	Description	Acct Amt
*	4/5/2024	BMO	Candice Olrich/Literatibooks.Com	\$40.00
*	4/5/2024	BMO	Finance Department/Amazon.Com Rn54e5gz2	\$17.29
*	4/5/2024	BMO	Finance Department/Amazon.Com Rn54e5gz2	\$69.16
*	4/5/2024	BMO	Carol Braden/Amzn Mktp Us	-\$15.99
*	4/5/2024	BMO	Cole Gremore/Amzn Mktp US Rn2825vt2	\$16.98
*	4/5/2024	BMO	Ashley Korte/Panera Bread #601936 O	\$47.96
*	4/5/2024	BMO	Carol Braden/Enabling Devices	\$349.80
*	4/5/2024	BMO	David Jonathan Tobar/Dd/Br #339641 Q35	\$32.76
*	4/5/2024	BMO	Ashley Korte/Wm Supercenter #1754	\$6.98
*	4/5/2024	BMO	Ashley Korte/Wm Supercenter #1754	\$5.07
*	4/5/2024	BMO	Ashley Korte/Wm Supercenter #1754	\$3.75
*	4/5/2024	BMO	Ashley Korte/Wm Supercenter #1754	\$4.86
*	4/5/2024	BMO	Mark Rogers/Amzn Mktp US Rn8ys1gs2	\$55.54
*	4/5/2024	BMO	Mark Rogers/Amzn Mktp US Rn8ys1gs2	\$222.17
*	4/5/2024	BMO	Omega Rainer/Western Psychological	\$281.60
*	4/5/2024	BMO	Saima Caverly/Amzn Mktp US Rn6f42fk1	\$24.75
*	4/5/2024	BMO	Brian Braden/Amzn Mktp US R63d88nb0	\$3.18
*	4/5/2024	BMO	Brian Braden/Amzn Mktp US R63d88nb0	\$12.70
*	4/5/2024	BMO	Omega Rainer/Awl Pearson Education	\$299.24
*	4/5/2024	BMO	Cole Gremore/The Home Depot #2751	\$7.57
*	4/5/2024	BMO	Cole Gremore/The Home Depot #2751	\$30.30
*	4/5/2024	BMO	Candice Olrich/Scholastic Education	\$20.00
*	4/5/2024	BMO	Theodore J Kroll/Jonnas Market	\$52.51
*	4/5/2024	BMO	Candice Olrich/Scholastic Education	\$20.00

PCARD Register April 2024				
Check Number	Check Date	Vendor Name	Description	Acct Amt
*	4/5/2024	BMO	Candice Olrich/Scholastic Education	\$20.00
*	4/5/2024	BMO	Candice Olrich/Scholastic Education	\$20.00
*	4/5/2024	BMO	Ashley Korte/Qdoba 2876 Catering	\$185.00
*	4/5/2024	BMO	Brian Braden/The Home Depot #2751	\$139.00
*	4/5/2024	BMO	Brian Braden/Decker Equip School Fi	\$897.46
*	4/5/2024	BMO	Candice Olrich/Scholastic Education	\$20.00
*	4/5/2024	BMO	Robin Schutz/Wm Supercenter #1754	\$18.30
*	4/5/2024	BMO	Candice Olrich/Scholastic Education	\$20.00
*	4/5/2024	BMO	Candice Olrich/Scholastic Education	\$20.00
*	4/5/2024	BMO	David Jonathan Tobar/Ahc Hospitality	\$100.00
*	4/5/2024	BMO	Saima Caverly/Amzn Mktp US Rn78g9j62	\$84.91
*	4/5/2024	BMO	Saima Caverly/Amzn Mktp US Rn6yp91n2	\$61.98
*	4/5/2024	BMO	Candice Olrich/Scholastic Education	\$20.00
*	4/5/2024	BMO	Lori Waite/Amzn Mktp US Rn7rd9ip0	\$3.99
*	4/5/2024	BMO	Saima Caverly/School Specialty Ecomm	\$359.18
*	4/5/2024	BMO	Cole Gremore/Amzn Mktp US Rz1gj66a1	\$2.71
*	4/5/2024	BMO	Cole Gremore/Amzn Mktp US Rz1gj66a1	\$10.85
*	4/5/2024	BMO	R Michael Hubert/Chatgpt Subscription	\$15.00
*	4/5/2024	BMO	R Michael Hubert/Chatgpt Subscription	\$5.00
*	4/5/2024	BMO	Brian Braden/Starlight Supply Inc	\$300.00
*	4/5/2024	BMO	Ashley Korte/Amazon.Com Rz0u42k41	\$32.92
*	4/5/2024	BMO	Ashley Korte/Amazon.Com Rz0u42k41	\$24.33
*	4/5/2024	BMO	Ashley Korte/Amazon.Com Rz0u42k41	\$31.48
*	4/5/2024	BMO	Candice Olrich/Wal-Mart #1754	\$60.00

PCARD Register April 2024				
Check Number	Check Date	Vendor Name	Description	Acct Amt
*	4/5/2024	BMO	Candice Olrich/Wm Supercenter #1754	\$59.36
*	4/5/2024	BMO	Candice Olrich/Wm Supercenter #1754	\$87.92
*	4/5/2024	BMO	Candice Olrich/Walmart.Com	\$68.98
*	4/5/2024	BMO	Carolyn O'Hearn/In Association Of Adm	\$499.00
*	4/5/2024	BMO	Cheryl Judd/Vgs Food Center 1920	\$1.99
*	4/5/2024	BMO	Robin Schutz/Panera Bread #601936 O	\$60.02
*	4/5/2024	BMO	Carol Braden/Aac Learning Journey	\$39.00
*	4/5/2024	BMO	Saima Caverly/Amzn Mktp US Rn4k263g2	\$44.54
*	4/5/2024	BMO	Saima Caverly/Amzn Mktp US Rz1e302t1	\$31.57
*	4/5/2024	BMO	Saima Caverly/Amzn Mktp US Rz8eb3291	\$39.01
*	4/5/2024	BMO	Finance Department/Amzn Mktp US Rz5nz42n1	\$5.76
*	4/5/2024	BMO	Finance Department/Amzn Mktp US Rz5nz42n1	\$23.03
*	4/5/2024	BMO	Ashley Korte/Panera Bread #601936 O	\$231.45
*	4/5/2024	BMO	Finance Department/Amazon Ret 112-965548	\$18.07
*	4/5/2024	BMO	Finance Department/Amzn Mktp US Rn9ky6o82	\$1.40
*	4/5/2024	BMO	Finance Department/Amzn Mktp US Rn9ky6o82	\$5.58
*	4/5/2024	BMO	Saima Caverly/Amzn Mktp US Rz0ws0bn1	\$23.38
*	4/5/2024	BMO	Ashley Korte/Wal-Mart #1754	\$7.48
*	4/5/2024	BMO	Mark Rogers/Google Svcslivingstone	\$20.59
*	4/5/2024	BMO	Mark Rogers/Google Svcslivingstone	\$20.59
*	4/5/2024	BMO	Mark Rogers/Google Svcslivingstone	\$41.18
*	4/5/2024	BMO	Carol Braden/Grand Trav Resort	-\$520.80
*	4/5/2024	BMO	Finance Department/Amazon.Com Rw7ew4y81	\$7.60
*	4/5/2024	BMO	Finance Department/Amazon.Com Rw7ew4y81	\$30.40

PCARD Register April 2024				
Check Number	Check Date	Vendor Name	Description	Acct Amt
*	4/5/2024	BMO	Carol Braden/Grand Trav Resort	-\$520.80
*	4/5/2024	BMO	Carol Braden/Grand Trav Resort	-\$520.80
*	4/5/2024	BMO	Maggie Narayan/Awl Pearson Education	\$114.00
*	4/5/2024	BMO	Carol Braden/Grand Trav Resort	-\$520.80
*	4/5/2024	BMO	Carol Braden/Grand Trav Resort	-\$520.80
*	4/5/2024	BMO	Carol Braden/Grand Trav Resort	-\$520.80
*	4/5/2024	BMO	Robin Schutz/Amzn Mktp US Rz3yy1ap1	\$64.79
*	4/5/2024	BMO	Robin Schutz/Amzn Mktp US Rz3yy1ap1	\$36.70
*	4/5/2024	BMO	Judith Paulsen/American Assoc Of Scho	-\$755.00
*	4/5/2024	BMO	Theodore J Kroll/Amazon.Com Rn47z51y0	\$143.40
*	4/5/2024	BMO	Maggie Narayan/Amazon Ret 111-422917	\$31.79
*	4/5/2024	BMO	Malissa Patrick/Amzn Mktp US Rn1p67bz0	\$126.87
*	4/5/2024	BMO	Saima Caverly/Amzn Mktp US Rz2sx3as1	\$232.75
*	4/5/2024	BMO	Cole Gremore/Amzn Mktp US Rz2pj9gm1	\$4.51
*	4/5/2024	BMO	Cole Gremore/Amzn Mktp US Rz2pj9gm1	\$18.04
*	4/5/2024	BMO	Carol Braden/Grand Trav Resort	-\$520.80
*	4/5/2024	BMO	David Larson/Amazon Web Services	\$0.04
*	4/5/2024	BMO	David Larson/Amazon Web Services	\$0.14
*	4/5/2024	BMO	Rebecca Holman/Association For Career	\$100.00
*	4/5/2024	BMO	Carol Braden/Mosyle Cor Mosyle_man	\$9.00
*	4/5/2024	BMO	Carol Braden/Mosyle Cor Mosyle_man	\$4.50
*	4/5/2024	BMO	Carol Braden/Mosyle Cor Mosyle_man	\$1.50
*	4/5/2024	BMO	Carol Braden/Mosyle Cor Mosyle_man	\$1.50
*	4/5/2024	BMO	Rebecca Holman/Association For Career	\$200.00

PCARD Register April 2024				
Check Number	Check Date	Vendor Name	Description	Acct Amt
*	4/5/2024	BMO	Carol Braden/Association For Behavi	\$805.00
*	4/5/2024	BMO	Sara Leggett/Amway Grand Plz Htl F	\$13.66
*	4/5/2024	BMO	Finance Department/Amzn Mktp US Rw4p36wd1	\$421.64
*	4/5/2024	BMO	Carol Braden/Association For Behavi	\$805.00
*	4/5/2024	BMO	Brian Braden/Amazon Ret 111-215049	\$5.19
*	4/5/2024	BMO	Brian Braden/Amazon Ret 111-215049	\$20.76
*	4/5/2024	BMO	Mark Rogers/Msbo	\$114.00
*	4/5/2024	BMO	Mark Rogers/Msbo	\$456.00
*	4/5/2024	BMO	Finance Department/Amzn Mktp US Rw8be4r91	\$3.19
*	4/5/2024	BMO	Finance Department/Amzn Mktp US Rw8be4r91	\$12.76
*	4/5/2024	BMO	Alice Johnson/Sq Michigan Assn For	\$154.04
*	4/5/2024	BMO	Carol Braden/Leslifisher.Com	\$60.00
*	4/5/2024	BMO	Robin Schutz/Interstate Books4schoo	\$1,347.45
*	4/5/2024	BMO	David Larson/Tiger Technology, Inc	\$1.60
*	4/5/2024	BMO	David Larson/Tiger Technology, Inc	\$6.40
*	4/5/2024	BMO	Laura Spadoni/Msbo	\$114.00
*	4/5/2024	BMO	Laura Spadoni/Msbo	\$456.00
*	4/5/2024	BMO	David Larson/Backblaze.Com	\$12.15
*	4/5/2024	BMO	David Larson/Backblaze.Com	\$48.60
*	4/5/2024	BMO	Sara Leggett/Tst Real Seafood -Gra	\$42.09
*	4/5/2024	BMO	Maggie Narayan/Awl Pearson Education	\$85.00
*	4/5/2024	BMO	Marci Moloney/Council For Exceptiona	\$128.95
*	4/5/2024	BMO	Cole Gremore/Usps Po 2545400843	\$59.55
*	4/5/2024	BMO	Finance Department/Msbo	\$114.00

PCARD Register April 2024				
Check Number	Check Date	Vendor Name	Description	Acct Amt
*	4/5/2024	BMO	Finance Department/Msbo	\$456.00
*	4/5/2024	BMO	Candice Olrich/Wal-Mart #1754	\$148.56
*	4/5/2024	BMO	Candice Olrich/Wal-Mart #1754	\$167.90
*	4/5/2024	BMO	Malissa Patrick/Amzn Mktp US Rz0lp9lj2	\$81.71
*	4/5/2024	BMO	Finance Department/Amzn Mktp US Rz6jb5ch2	\$51.99
*	4/5/2024	BMO	Cole Gremore/Usps Po 2545400843	\$8.95
*	4/5/2024	BMO	Carol Braden/Amazon Ret 111-375661	\$62.95
*	4/5/2024	BMO	Cole Gremore/Howell Tv Hdw	\$0.61
*	4/5/2024	BMO	Cole Gremore/Howell Tv Hdw	\$2.46
*	4/5/2024	BMO	Saima Caverly/The Wright Stuff	\$149.95
*	4/5/2024	BMO	Maggie Narayan/Amzn Mktp US Rw6d80vx1	\$64.18
*	4/5/2024	BMO	Finance Department/Msbo	\$114.00
*	4/5/2024	BMO	Finance Department/Msbo	\$456.00
			Total:	\$36,271.44



Automated Clearing House Transactions - April 2024

OUTGOING

Description	Date	Amount
Federal Payroll Taxes	4/12/2024	\$265,376.78
Federal Payroll Taxes	4/26/2024	\$289,996.63
State Payroll Taxes	4/2/2024	\$133,053.11
State Payroll Taxes	4/30/2024	\$86,131.09
H S A Remittance- Health Equity	4/12/2024	\$28,681.47
H S A Remittance- Health Equity	4/26/2024	\$29,092.47
Reliance Trust	4/12/2024	\$46,424.50
Reliance Trust	4/25/2024	\$46,845.80
EDUSTAFF	4/5/2024	\$895.85
EDUSTAFF	4/19/2024	\$1,343.24
MPSERS Retirement	4/11/2024	\$522,490.33
MPSERS Retirement	4/25/2024	\$482,029.59
The Hartford Insurance Company	4/4/2024	\$14,602.95
The Hartford Insurance Company	4/12/2024	\$8,309.45
BMO Card payment	4/5/2024	\$36,271.44
Guardian Insurance	4/25/2024	\$41,674.89
Friend of the Court	4/12/2024	\$521.84
Friend of the Court	4/26/2024	\$521.84
Lansing City Taxes	4/2/2024	\$71.52
East Lansing Taxes	4/2/2024	\$100.19
Isolved	4/10/2024	\$750.36
WMichigan Health Insurance	4/26/2024	\$378,220.82
TOTAL OUTGOING TRANSACTIONS		\$2,413,406.16

INCOMING

Description	Date	Amount
Medicaid Interim Payment	4/4/2024	\$160,707.00
State of Michigan - State Aid	4/19/2024	\$2,732,705.16
Head Start- Nutrition	4/30/2024	\$31,130.83
Misc Income	4/30/2024	\$15.00
Federal Funds Through State	Various	\$1,149,889.57
Howell Invoices	4/19/2024	\$595,047.86
Brighton Invoices	4/26/2024	\$34,951.42
Hartland Invoices	Various	\$314,264.28
Fowlerville Invoices	4/25/2024	\$155,977.25
Pinckney Invoices	Various	\$146,747.50
TOTAL INCOMING TRANSACTIONS		\$5,321,435.87

APPENDIX B

- Minutes of Regular Board Meeting of April 10, 2024



MINUTES

Regular Meeting of April 10, 2024

1. Call to Order

President Loy called to order the meeting of the Livingston Educational Service Agency Board of Education at 6:00 p.m. on Wednesday, April 10, 2024 at the STEP Program, 951 S. Latson Rd., Howell, Michigan.

A. Pledge of Allegiance

B. Roll Call

Present were:

Board Members: President Loy
Vice President Cortez
Secretary Fryer
Treasurer Kaiser
Trustee Jankowski (joined via Zoom)

LESA Staff: Alana Anderson, Doug Haseley, Dr. Michael Hubert, Alice Johnson, Ted Kroll, Judy Paulsen, Michelle Radcliffe, Laura Saline, Melissa Usiak, Stephanie Weese

Guest(s): Kaylynn Gillihan, Josh Batchelder, Al Pellegrini, Jo Ellen Batchelder, Alissa Gillihan, Anna Evers-Albin, Matthew Marin, Cole Charles Reuter

C. Approval of Agenda

It was moved by Kaiser and seconded by Cortez to approve the agenda as presented.

A roll call vote was taken. Kaiser voted YES, Cortez voted YES, Jankowski voted YES, Fryer voted YES, and Loy voted YES.

The motion carried unanimously.

2. STEP Program Welcome

Dr. Hubert introduced Alana Anderson, Director of Transition Services and Job Attainment. She spoke briefly about the program, and asked three learners, Anna Evers-Albin, Matt Marin, and

Cole Reuter to introduce themselves to the Board. They then shared some of their experiences with the STEP program.

3. Call to the Public/Correspondence

The President asked if anyone wished to speak on any items or had received correspondence.

There was no correspondence or discussion at this time.

4. Approval of Consent Agenda

It was moved by Kaiser and seconded by Jankowski to approve the Consent Agenda as presented.

A roll call vote was taken. Kaiser voted YES, Jankowski voted YES, Fryer voted YES, Cortez voted YES, and Loy voted YES.

The motion carried unanimously.

A. Superintendent's Recommendations

028-023-024

The Board approve entering into a contract with Down on the Farm for the 2023-2024 school year to provide Great Start Readiness Program Services to 18 4-year-olds for an amount not to exceed \$176,409

029-023-024

The Board approve entering into a contract with For Kid's Sake for the 2023-2024 school year to provide Great Start Readiness Program Services to 16 4-year-olds for an amount not to exceed \$156,808

030-023-024

The Board approve the following overnight travel:
Ashleigh Mowers, to attend and present at the Michigan Association for the Education of Early Young Children Annual Early Childhood Conference, April 19, 2024, Grand Rapids, MI

031-023-024

The Board approve placing Josiah Withrow and Amber Hires on Compliance plans effective August 2023 through August 2025.

B. Personnel Board Report

The Personnel Board Report of March 31, 2024 was presented for approval.

C. Approval: Financial Information

The following financials were presented for approval:

- Check Register of March 2024
- Purchase Card Transactions of March 2024

- ACH Report of March 2024

D. Approval: Minutes

The following minutes were presented for approval:

- Regular Board Meeting of March 13, 2024

5. Presentation(s)

A. WAY Program Graduate Recognition – Kaylynn Gillihan

Dr. Hubert introduced Ted Kroll, Director of Adult and Alternative Education. Ted introduced Kaylynn Gillihan and presented her with her diploma. She expressed her appreciation for the WAY program and the staff, and shared that she plans to further her education in the field of nursing.

B. Talking is Teaching Campaign Update

Melissa Usiak provided the Board with updated information on the Talking is Teaching Campaign.

C. Career Development Community Relations

Michelle Radcliffe and Laura Saline shared an update on Career Development Community Relations.

6. Action/Discussion Item(s)

A. Employee Assistance Plan (Section 127 plan document)

The Michigan Department of Education is offering a student loan repayment program for Local District and Intermediate School District employees. Qualified employees can receive up to \$200 per month in reimbursement for student loan payments. The Agency is participating in the program and is working through the application process currently.

In order to participate in the program, the Agency must adopt a Section 127 plan, or Educational Assistance Plan. The plan defines the types of educational assistance the Agency is able to offer employees as well as the taxation of any benefits received.

A copy of the plan was provided.

It was moved by Kaiser and seconded by Cortez that the Board approve the Livingston Educational Service Agency Educational Assistance Plan, effective April 1, 2024.

A roll call vote was taken. Kaiser voted YES, Cortez voted YES, Fryer voted YES, Jankowski voted YES, and Loy voted YES.

The motion carried unanimously.

B. Approval of Brighton RTC Bus Purchase

The recommendation is to order two new buses with a layout similar to those purchased in prior years. One unit will have a wheelchair lift and the other unit a conventional 77 passenger bus. One unit would replace the following bus.

Bus# 471-49 mileage 136,884

The recommended "not-to-exceed purchase price" was taken from the Michigan School Business Officials statewide school bus bid. Wheelchair buses are generally higher in cost than traditional general education buses due to the additional safety equipment (additional railings, wheelchair tie-downs and lifts, etc.) and supplemental climate control systems (heating and air conditioning).

The buses will be ordered upon approval and received in the 2024-2025 fiscal year and funded with 2024-2025 budget resources. As is customary, Brighton Area Schools will pay the Agency for the full cost of the purchase through the Regional Transportation Collaborative service agreement. No financing will be required.

It was moved by Jankowski and seconded by Kaiser that the Board approve the purchase of two new buses from Holland Bus Company for an amount not to exceed \$278,235 to be used in Brighton Area Schools RTC.

A roll call vote was taken. Jankowski voted YES, Kaiser voted YES, Fryer voted YES, Cortez voted YES, and Loy voted YES.

The motion carried unanimously.

C. Approval of Specialized Transportation Bus Purchase

The recommendation is to order five Blue Bird buses with a layout similar to those purchased in prior years. These units would replace the following buses.

Bus# 54-16 mileage 113,105

Bus# 55-16 mileage 120,349

Bus# 56-16 mileage 127,296

Bus# 57-16 mileage 120,988

Bus# 58-16 mileage 123,113

The costs for special education buses are reimbursed by the State at the time they are amortized, which is over a period of seven years. The reimbursement rate is about 70 percent. The recommended "not-to-exceed purchase price" was taken from the Michigan School Business Officials statewide school bus bid. Special education buses are generally higher in cost than traditional general education buses due to the additional safety equipment (additional railings, wheelchair tie-downs and lifts, etc.) and supplemental climate control systems (heating and air conditioning).

The buses will be ordered upon approval and received in the 2024-2025 fiscal year and funded with 2024-2025 special education budget resources.

It was moved by Kaiser and seconded by Jankowski that the Board approve the purchase of five buses from Holland Bus Company for an amount not to exceed \$839,000 to be used in the specialized transportation department.

A roll call vote was taken. Kaiser voted YES, Jankowski voted YES, Cortez voted YES, Fryer voted YES, and Loy voted YES.

The motion carried unanimously.

7. Reports

A. Superintendent's Report

Dr. Hubert:

- Reminded the Board that the LCSBA meeting will take place next week at Hartland High School.
- Shared that tomorrow is the final session in the Mental Health Series sponsored by the Rotary for this year. He also shared that Nicolette Cheff is now the facilitator for the sessions.
- Shared that the six superintendents and Board presidents in the county will meet on April 23 at LESA.
- Invited the Board to attend the Youth Employment Fair on April 24 beginning at 5:30 p.m.

8. Board Discussion

There was no Board discussion at this time.

9. Adjournment

President Loy declared the meeting adjourned at 6:58 p.m.

Respectfully submitted,

Harold E. Fryer
Secretary

HEF/jp

APPENDIX C

- Superintendent's Reimbursement of Expenses

APPENDIX D

Presentations

- Student Growth Reports: WAY, ECSE, GSRP, Pathway

WAY+ Livingston

2023-2024 Overview & Highlights

Updates

- 68 Students from all 5 districts
 - 7 Middle School, 2- 9th, 17- 10th, 20- 11th, 22- 12th, 9- 12+
- 8 different schools (5 HS, 3 MS)
- 4 Graduates since the start of school
- New Algebra 2 Class in Person
- Lunch and Learn/WAY Wellness/Field Trips
- Summer Chemistry Course
- Forensic Science
- Work-Based Learning



Performance Data



Student Credit attainment on average: **2.68**

Average student length this year: **6.04**

Average credits earned per month: **.443**

*We look for students to earn **.50** credits per month*

More DATA

This Year we have already graduated prior to April: (Their data is NOT included)

4 Students

Another 7 students were enrolled in WAY at some point in the year and have returned to their home districts or pursued other educational options.

Total of 79 students have been in the WAY Program this Year!



Data Overview

Students

4- 7th grade 2 with Barrier(s)

3- 8th grade 3 with Barrier(s)

2- 9th grade 2 with Barrier(s)

17- 10th grade 15 with a Barrier(s)

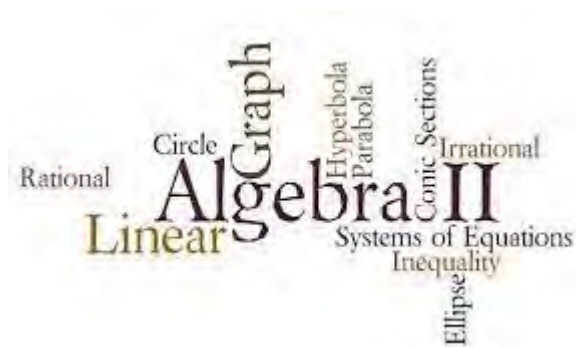
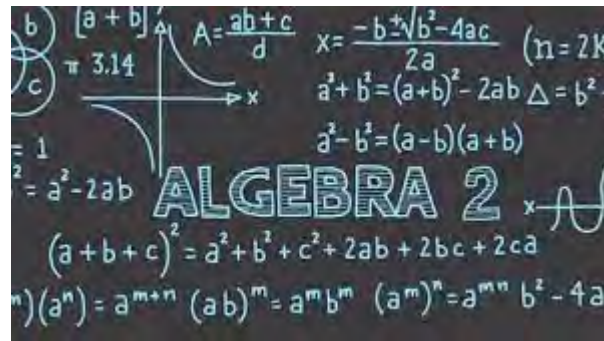
20- 11th grade 16 with a Barrier(s)

22- 12th/+ grade 13 with a Barrier(s)

Of the 22 (2 are ready to walk with their classes and 7 on pace to finish by the end of the summer, and 8 will be coming back for a portion of 5th year because of credit deficiency coming in. The remaining 5 will be offered in-district options or the ability to enroll into adult education)

Algebra 2 Sem 1

- In person .5 Credit Elective Course
- 8 weeks- In Person
- One of the last credits for students
- Taught by our in lab Math Expert



Student's Stories &

QUESTIONS



Student Growth

ATS & STEP

2023-2024



ATS Student Learning

Objectives

- Digital Literacy
 - Basic Skills, Calendar, Gmail, Text Reader Tools, Text Input Tools, Google Classroom, and Advanced Computer Skills
- Disability Disclosure
 - Determine:
 - Need for disclosure
 - When to disclose, and choose how to disclose



STEP Learning Objectives



Disability Disclosure

- Practicing the Skill
- Organizing for More Complex Tasks
- Deepening Knowledge

Big Picture

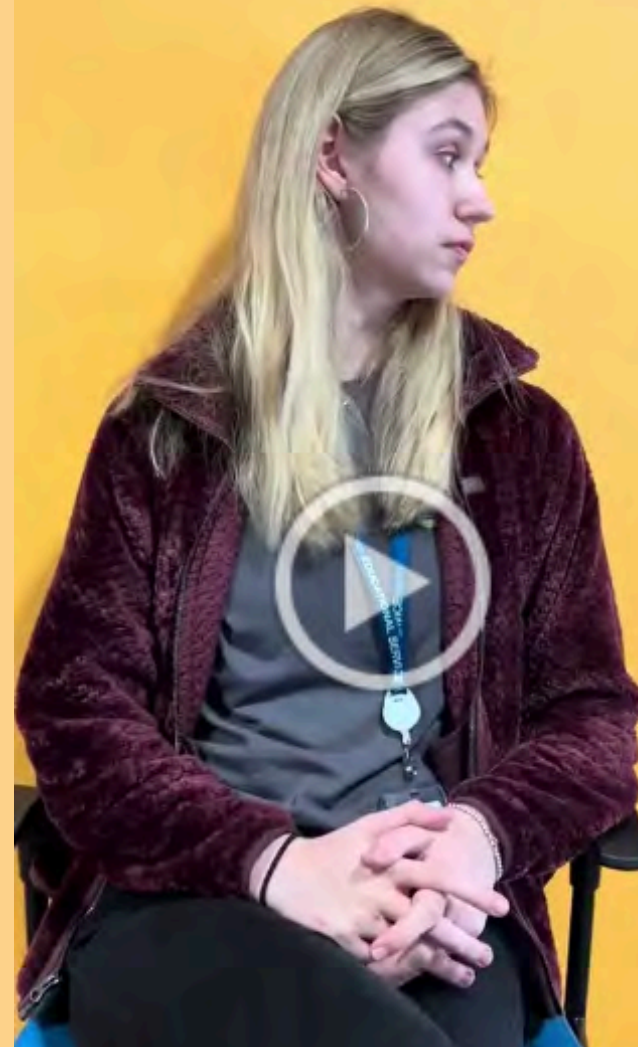
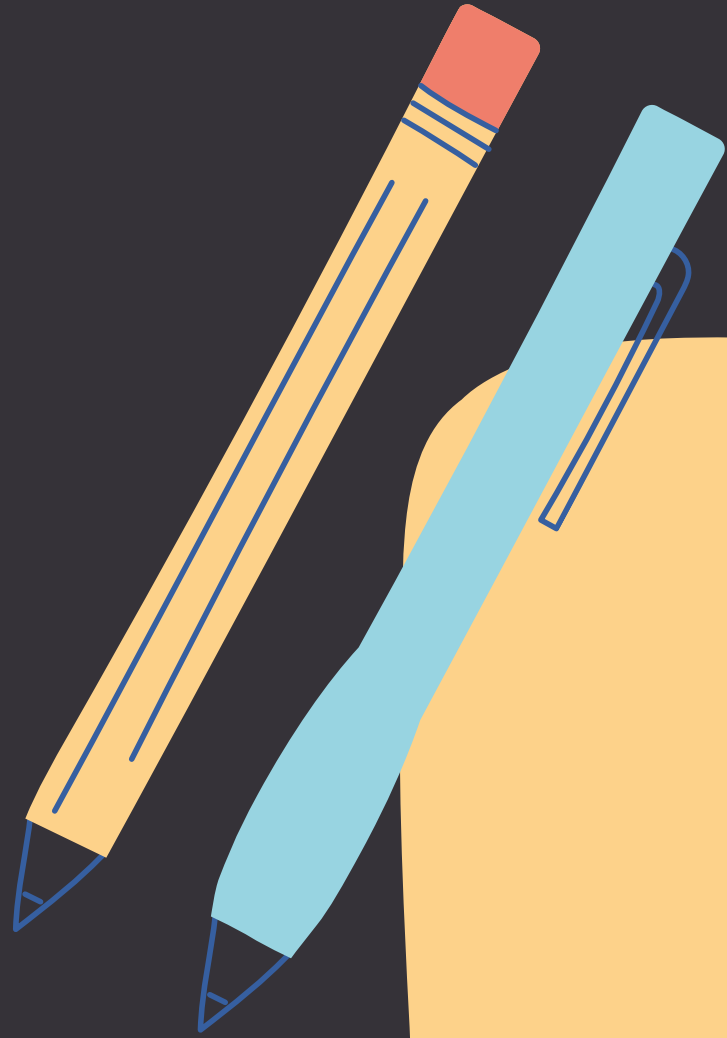


ATS Classrooms - 39/51 students met SLO Targets = 76%

STEP Classroom - 18/22 learners met SLO Targets = 73%



Skills in Action



STUDENT LEARNING OBJECTIVES
&
LITERACY STORIES

EARLY CHILDHOOD SPECIAL EDUCATION

2023-2024



Director, Sara Leggett, Ed.S, NCSP

WHO WE SERVE

0-3

22-23 school year:
499 families

200-230 active
families at any one
time

3-5

40-70 per year; this year we
had 47 by end of the 23-24
school year

Families of children birth to
three using caregiver
coaching.

&

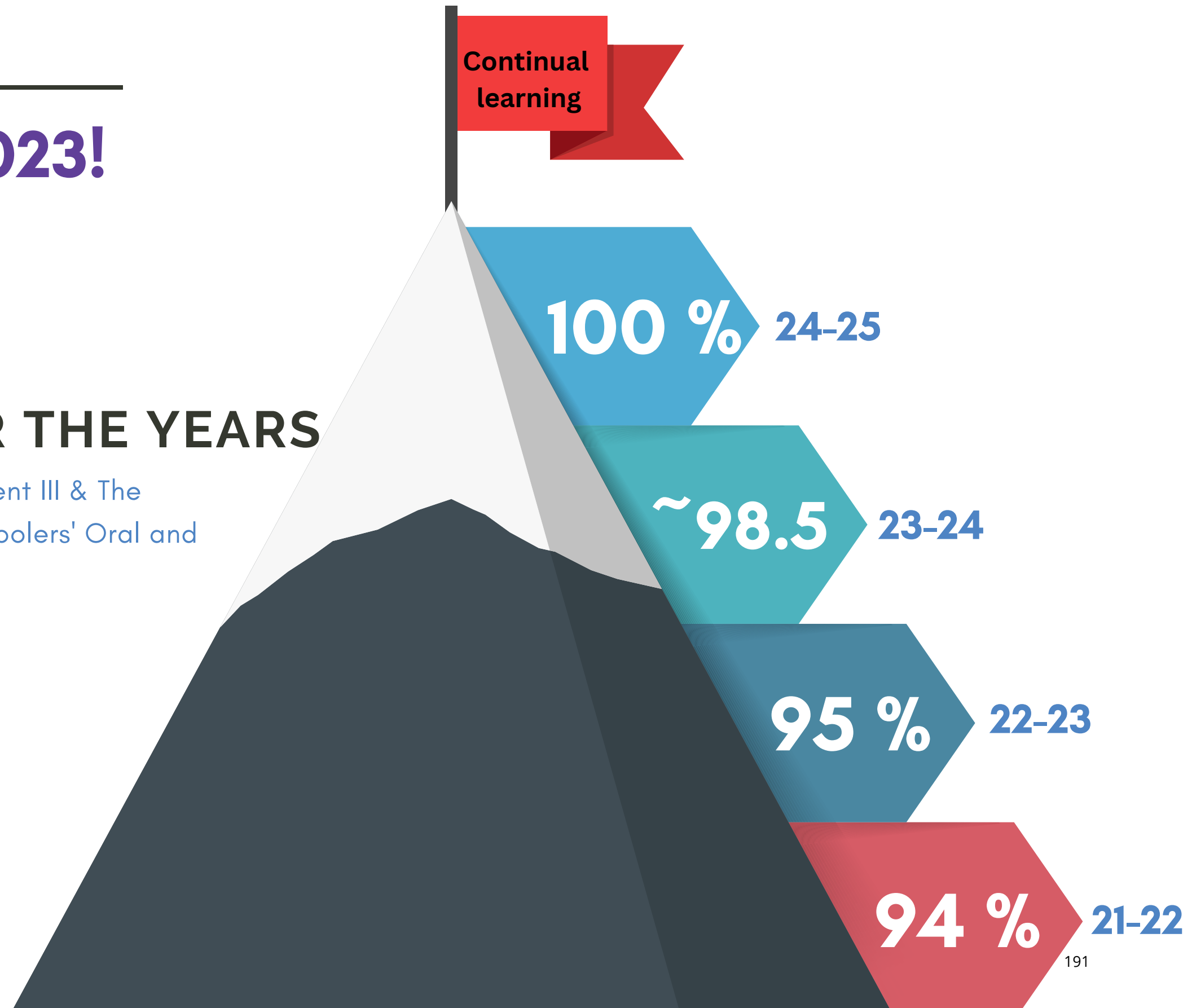
Children ages three to five
who receive special
education programs &
services.

Student Growth Data Summary

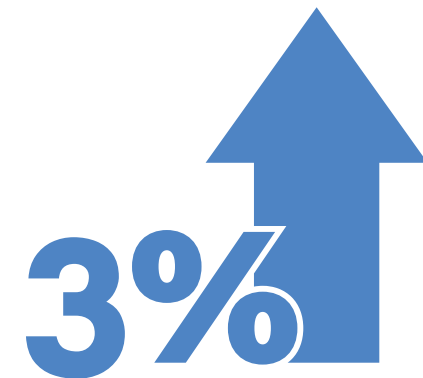
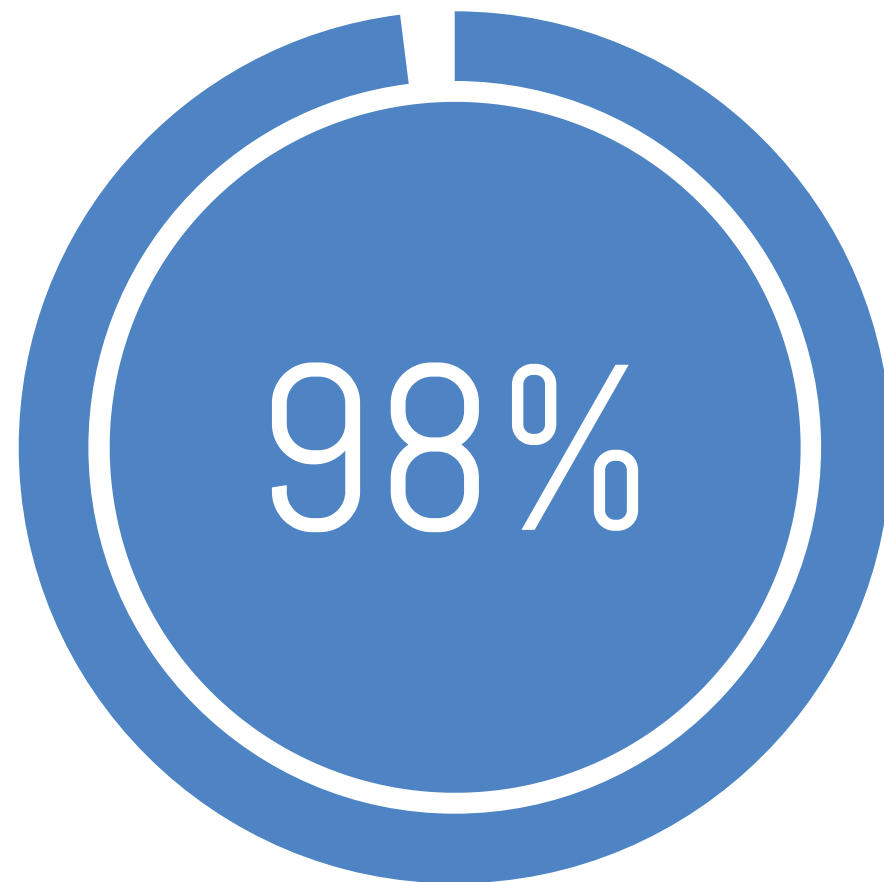
2-2.5 % increase from 2022-2023!

GROWTH OVER THE YEARS

The Brigance Inventory of Early Development III & The Bridge: A Portfolio Rating Scale of Preschoolers' Oral and Written Language

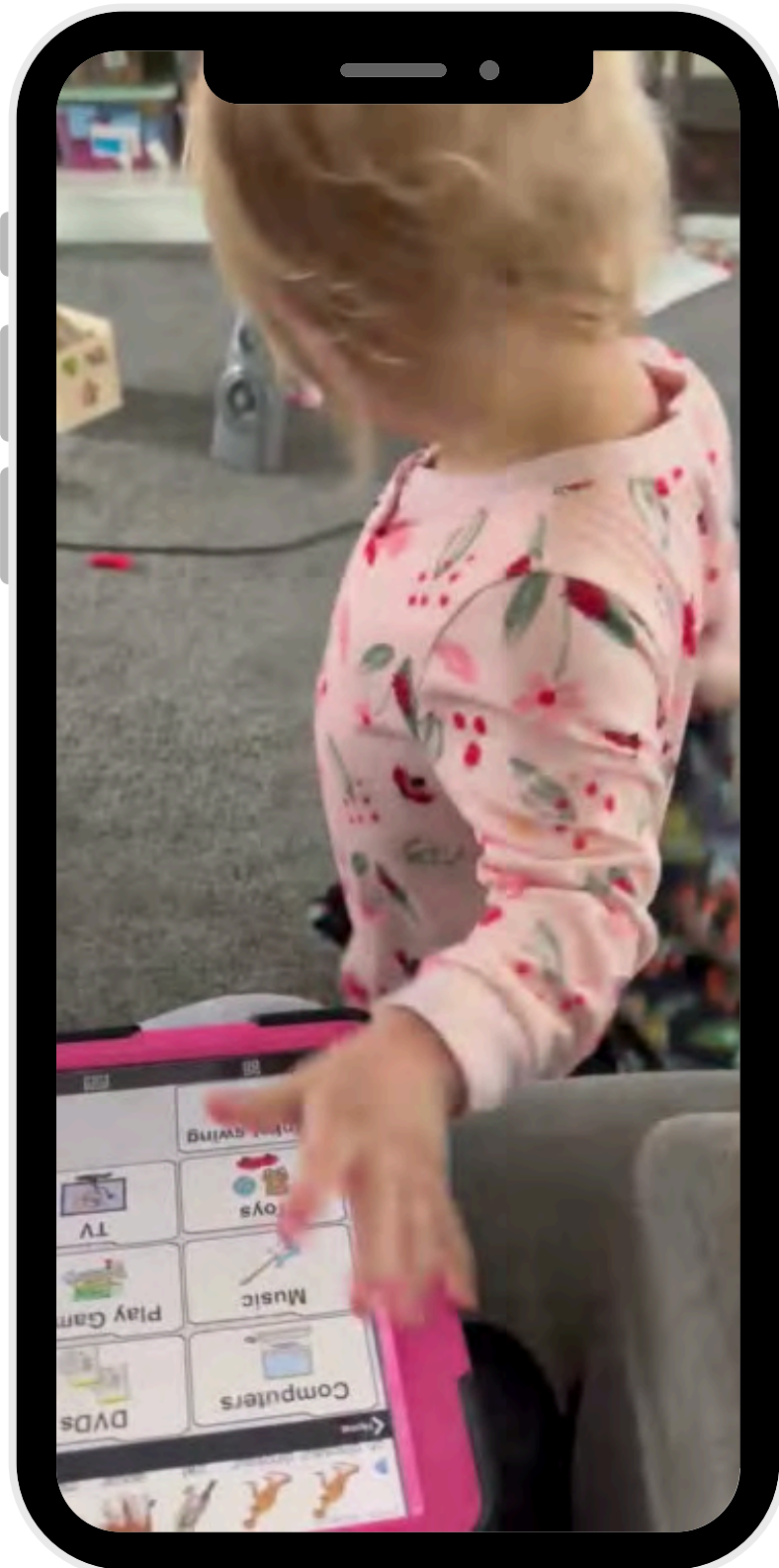


PERCENTAGE OF GROWTH



- Partnering with local libraries
- Low & high tech access for communication as soon as possible
- Planning story walks with an inclusive lens

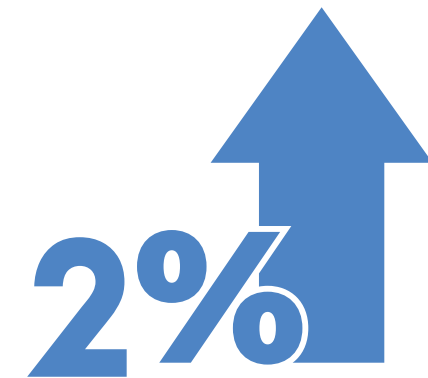
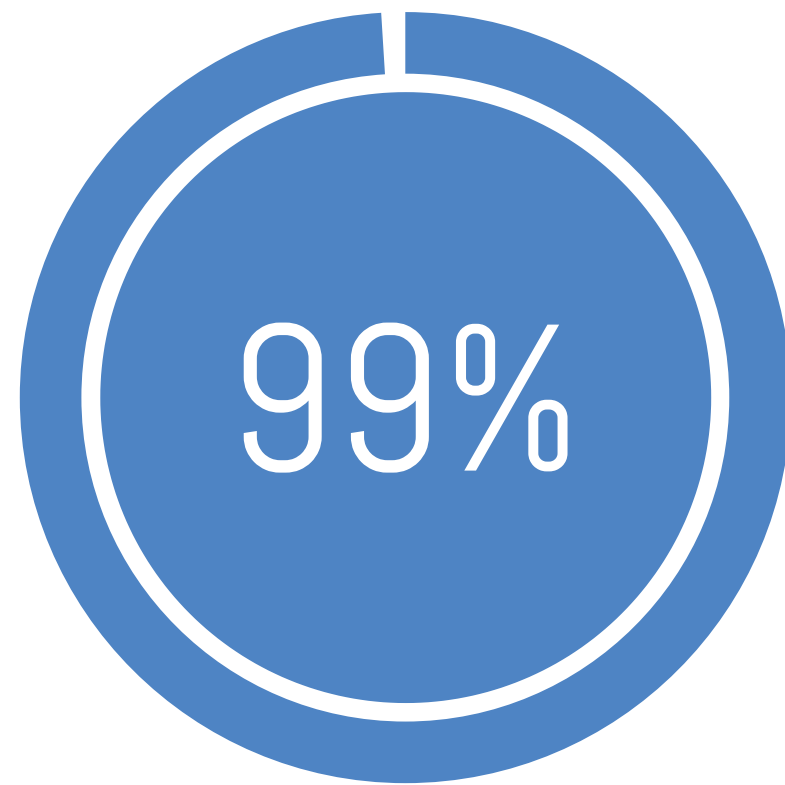
Birth to Three Literacy Essentials & Early Childhood Standards (i.e., Concepts of print, demonstrating interest in books, and engaging in reading)



Meet Molly

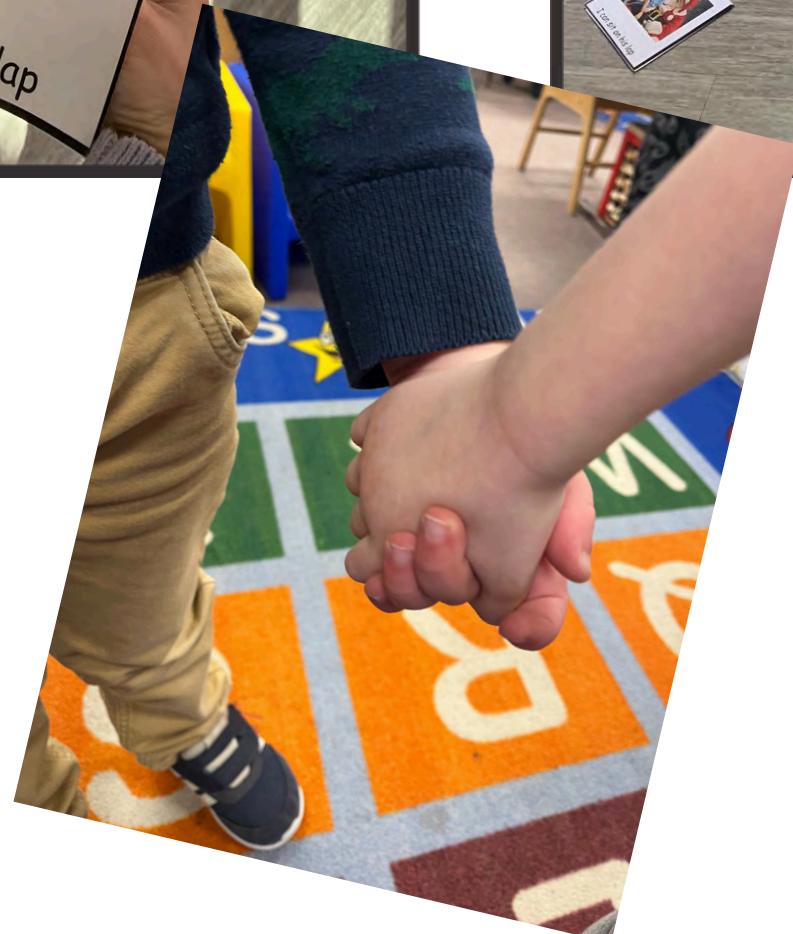
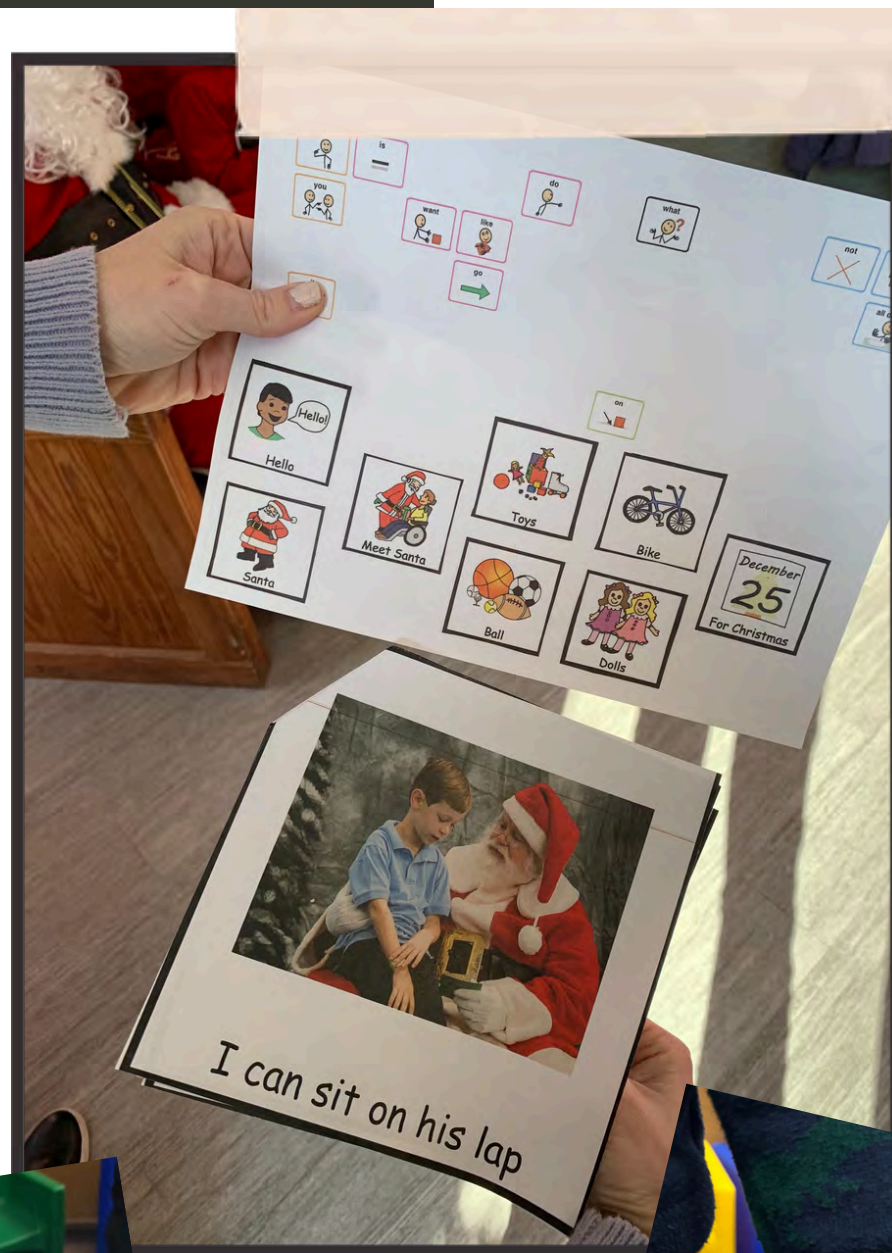
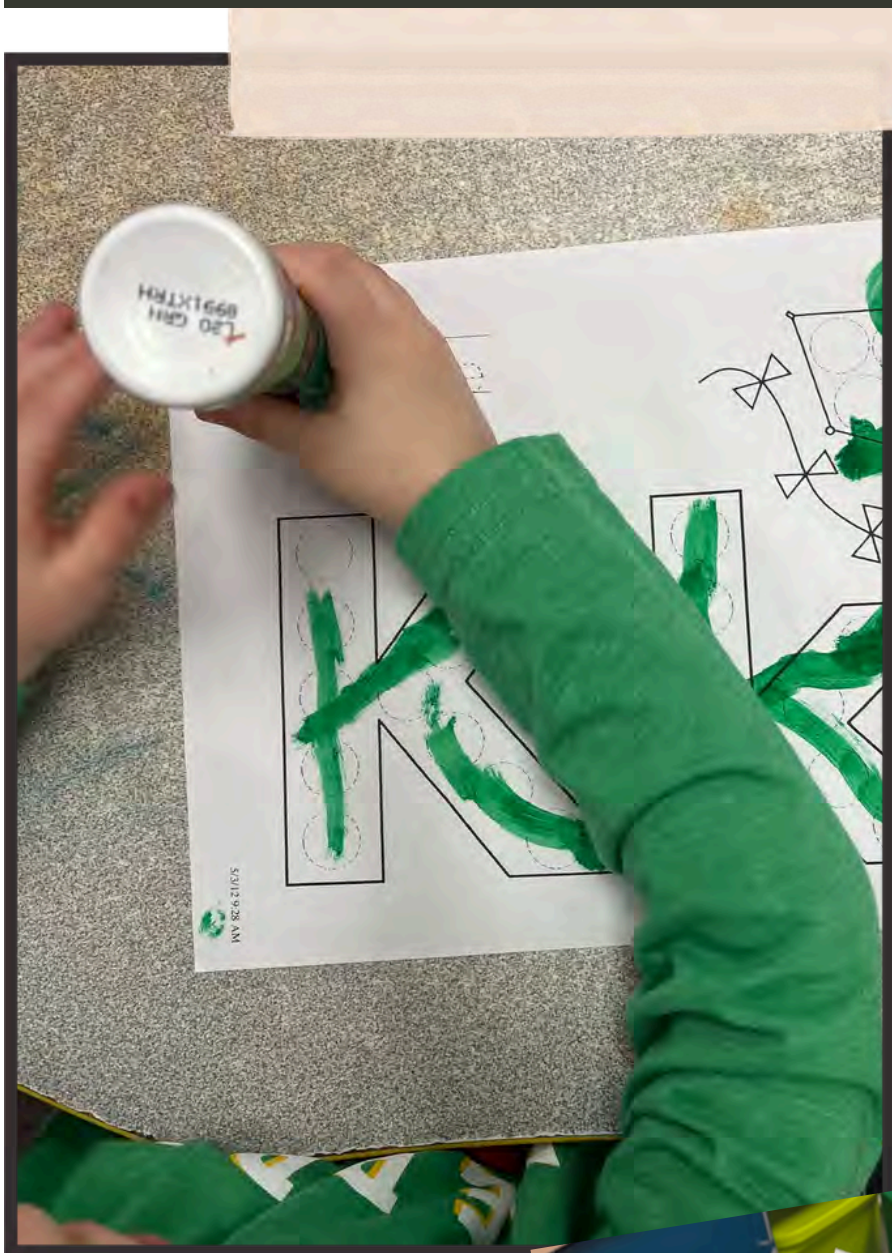
Early Childhood Special Education Program

PERCENTAGE OF GROWTH



- Learning around assistive technology, augmentative and alternative communication, and emergent literacy practices
- Application of Project Impact training strategies for facilitating social communication authentically

Birth to Three Literacy Essentials & Early Childhood Standards (i.e., Concepts of print, demonstrating interest in books, and engaging in reading)



Early Childhood: Where belonging & support begins.

If we can close the gap by age 10, we can reduce the intensity of support required later and increase the ease with which children with delays and disabilities can close the gap compared to their peers.

(Zigler et al., 2011)



- Inclusion training with libraries
- Childcare & universal support trainings
- Community connections

THANK YOU





Livingston
**EDUCATIONAL
SERVICE** Agency

Spring 2024 Early Childhood Growth Data Report

Our data focuses on 6 broad areas of development and learning:

- Physical
- Social Emotional
- Cognitive
- Language
- Literacy
- Math



Meeting or Exceeding

FALL → SPRING

● Physical	65%	→	97%
● Social Emotional	48%	→	89%
● Cognitive	43%	→	87%
● Language	53%	→	91%
● Literacy	26%	→	82%
● Math	35%	→	78%



Example Growth Data For One GSRP Class

Learning Objective: Quantifies numerals

- 33.1% below expectations in the fall
- 81.3% meeting/exceeding expectations in the spring

Learning Objective: Identifies letter sound correspondence

- 47.5% of children meeting/exceeding expectations in the fall
- 100% of children meeting/exceeding expectations in the spring

Learning Objective: Writes Name

- 12.1% of children meeting/exceeding expectations in the fall
- 100% of children meeting/exceeding expectations in the spring



Growth Edge Example

Learning Objective: Solves Social Problems

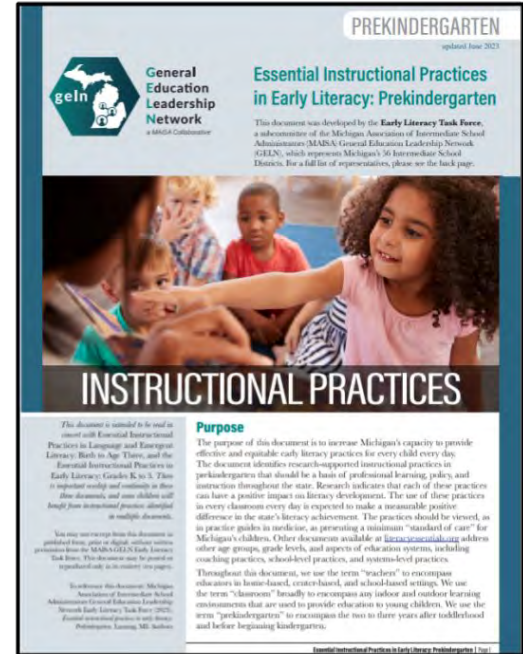
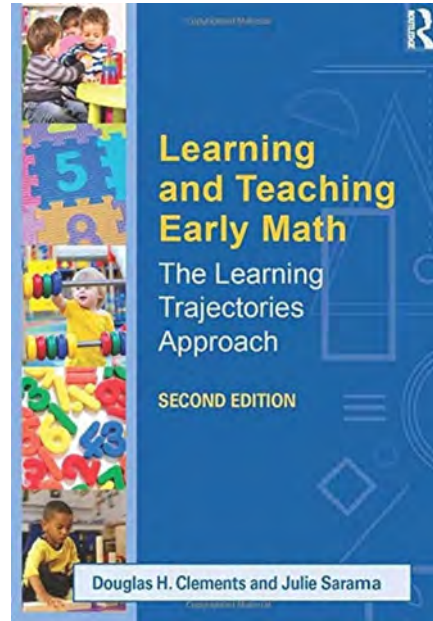
Fall: 38.1% of children meeting/exceeding expectations

Spring: 78.3% of children meeting/exceeding expectations



Al's Pals[™]
Kids Making Healthy Choices

Targeted Professional Learning & Curriculum Supports



Responsive leadership

Adaptive staff

**Focused professional
learning**

**Supported
implementation**



Student Learning Objectives

Elementary Pathway Programs
2023-2024

Big Picture Data

41

Total students included in this data

4%

Did not meet their goal this year
(2/41)

10%

Met their goal in January, but did not meet their adjusted goal in April
(4/41)

97.5%

Improved their BRIDGE or Modified BRIDGE scores
(40/41)

37%

Did not meet their goal in January, but met it by April (15/41)

49%

Met their goal in January and met their adjusted goal in April
(20/41)

Buchler & Flynn

MoCI: Classroom Readiness (6-8 y.o)

MoCI (6-9 year olds)

Goal: 80% of students will make a specific
2 point gain on the Modified BRIDGE

6/9 (67%) achieved mid-year targets

- 3/5 (60%) achieved adjusted end-of-year targets
- 5/5 (100%) improved their Modified BRIDGE scores (1-18 point gains)
- 4/4 (100%) achieved adjusted end-of-year targets
- 4/4 (100%) improved their Modified BRIDGE scores (6-21 point gains)

Goal NOT MET

Goal MET

Eaton

(MoCI: 10-11 year olds)

Goal: Each student will improve by
1-2 points on the Modified BRIDGE

- 9/9 (100%) achieved mid-year targets
- 7/9 (78%) achieved adjusted end-of-year targets
- 9/9 (100%) improved their Modified BRIDGE scores (5-15 point gains)

Goal MET

Bogos

(MoCI, Complex Behaviors: 12-13 y.o.)

Goal: 80% will make specific gains
on the BRIDGE or Modified BRIDGE

- 4/5 (80%) achieved mid-year targets
- 5/5 (100%) achieved adjusted end-of-year targets
- 9/9 (100%) improved their BRIDGE or Modified BRIDGE scores (3-13 point gains)

Goal MET

Watkins

(SCI: 2.5-8 year olds)

Goal: Each student will improve by 1-3 points on the Modified BRIDGE

- 5/5 (100%) achieved mid-year targets
- 7/9 (78%) achieved new or adjusted end-of-year targets
- 8/9 (89%) improved their Modified BRIDGE scores (0-10 point gains)

Goal NOT MET

Fletcher

(SCI: 12-13 y.o.)

Goal: Each student will gain a specific skill (at least 1 point) in reading on the Modified BRIDGE

- 2/8 (25%) achieved specific mid-year targets
- 6/8 (75%) achieved adjusted end-of-year targets
- 8/8 (100%) demonstrated improved Foundations of Reading scores (2-4 point gains)

Goal MET

Next Steps

1. Program-wide focus on writing
2. Assessing conventional learners
3. Supporting students [and staff] with emergent and conventional learners in the same room

The background of the slide features a close-up, artistic photograph of a glass of orange juice. The glass is partially filled with a vibrant orange liquid, and a white straw is visible, extending from the top right towards the center. The lighting is soft and warm, creating a bright, inviting atmosphere. The text is overlaid on the left side of the image.

Student Learning Objectives

School year 2023-24
Secondary Programs

Focus on Literacy

Information from the Bridge

- How does the student handle/interact with books, symbols of print and the act of reading?
- How does the student draw, write, and use print?
- How does the student interact with or use letters of the alphabet?
- How does the student demonstrate phonological and phonetic awareness?
- How does the student engage in literacy related

Middle and High School

All 17 students made growth (100%)
16 of 17 students met their goals
(94%)

The data shows that four students made gains of 4 data points or higher. One of these students made only a 1 data point gain last year.



Adult Students with severe cognitive impairments

13 of 19 students made growth (68%)

Students without degenerative conditions/surgery (81%)

Slaga ~ 10/12 students = 83%, or 10/11 students = 90%

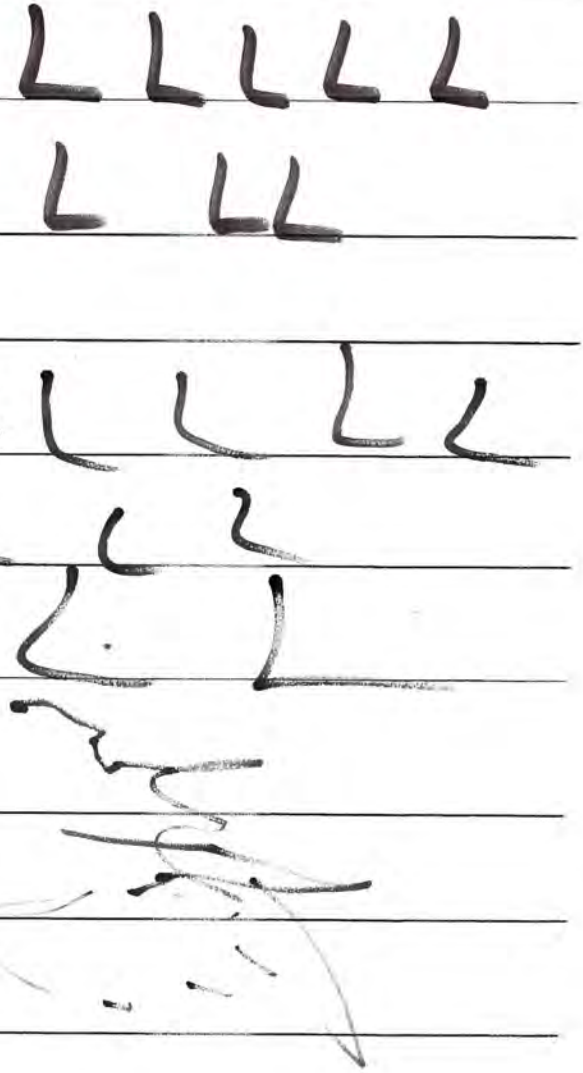
All 12 students started 23-24 with baseline well below their end point in May. Considerations: New staff, new room, 2 classrooms combined...

Cornellier ~ 3/7 students = 43%, or students 3/5 = 60%

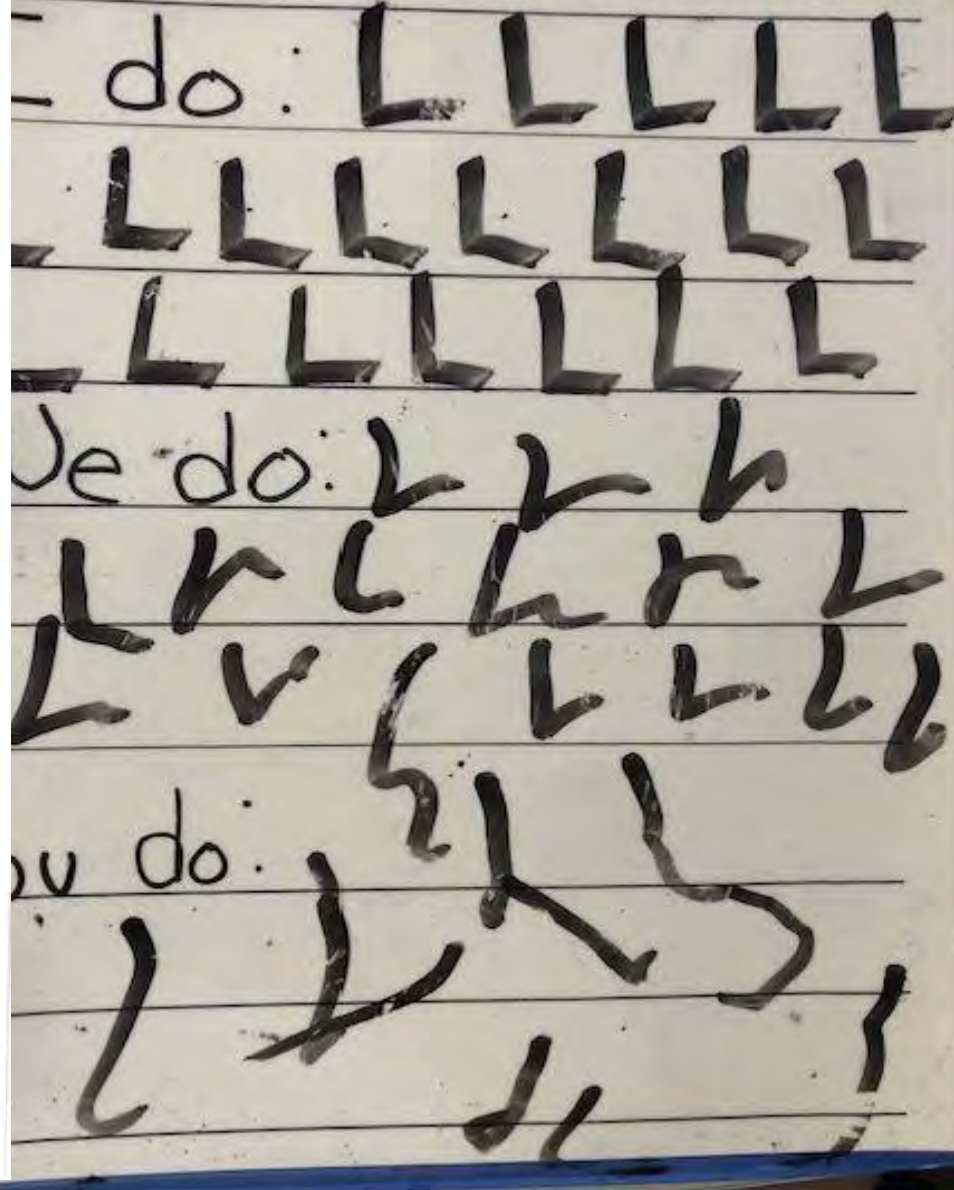
One student soared 14 data points!

SEP 2 2023

SEP 27 2023



MG - April 23, 2024



Adult Students with moderate cognitive impairment and Physical Education

14 of 15 students made growth (93%)

8 students made gains between 4 - 13 data points

Joins ~ 7/7 = 100%

Grainger ~ 7/8 = 88%

Seven students have reached the conventional level for instruction in literacy

Kindergarten	1st Grade	2nd Grade	3rd Grade	4th Grade
Dribbles with 1 hand Attempts 2nd contact	Dribbles continuously Self-pacing Has preferred hand	Dribbles at self-pace Using preferred hand Mature pattern Walking in general place	Dribbles and travels Uses general space Slow/moderate jog Has control of ball Has control of body	Dribbles in self place Uses both hands Uses mature pattern Controls body & ball Increasing speed Decreasing speed

All 8 students in this class made growth in their skill development. 63% reached their goal

Reflections and Next Steps

Incorporate more writing !

Teacher aren't as comfortable with writing and many of our students struggle with the idea or the physicality of it.

Differentiate for students at both levels!

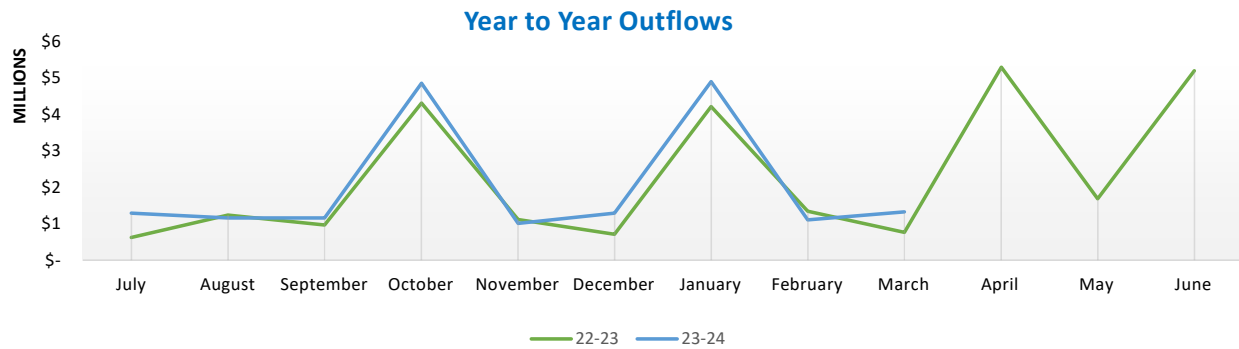
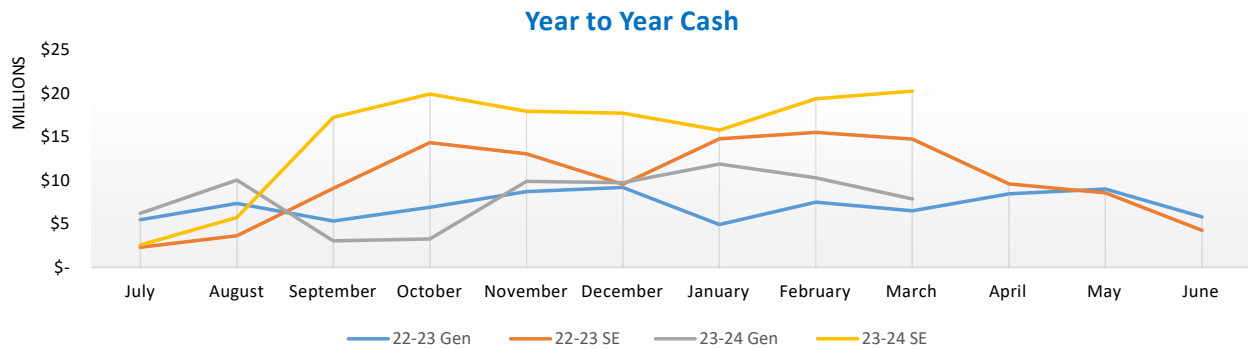
Review and implement conventional strategies so that our more advanced learners get more of what they need.

APPENDIX E

- Quarterly Finance Report

Quarterly Finance Report - Month Ending March 2024

Cash & Investments:			Revenue & Expenditures (YTD):		
	Current Year	Prior Year	Revenue	Expenditures	Balance
General Ed. Fund	\$ 7,873,640	\$ 6,534,603	General Fund \$ 19,855,350	\$ 17,435,031	\$ 2,420,320
Special Ed. Fund	\$ 20,229,102	\$ 14,694,025	Spec Ed Fund \$ 50,574,123	\$ 38,650,421	\$ 11,923,702
Other Funds	\$ 9,228,949	\$ 7,603,222			
Total	\$ 37,331,691	\$ 28,831,850	Total	\$ 70,429,473	\$ 56,085,451
					\$ 14,344,021



Budget Report Expenditures:

	Budget Expenditures	Actual Expenditures	Balance	Current Year	% Spent of Budget Prior Year	Change
General Ed						
Non-Categorical	\$ 2,867,096	\$ 1,741,769	\$ 1,125,327	61%	81%	-20%
Categorical	\$ 23,601,500	\$ 15,693,262	\$ 7,908,238	66%	65%	1%
Total	\$ 26,468,596	\$ 17,435,031	\$ 9,033,565			
Special Ed						
Non-Categorical	\$ 52,803,383	\$ 33,856,868	\$ 18,946,515	64%	65%	-1%
Categorical	\$ 7,144,395	\$ 4,793,553	\$ 2,350,842	67%	85%	-17%
Total	\$ 59,947,778	\$ 38,650,421	\$ 21,297,357			

Quarterly Executive Summary:

- Notable expenditures: A payment of \$343,075 was made to Huntington National Bank for the annual Building and Site bond payment.
- Budget: In March, we presented assumptions and projections to the LESA Board for the FY 2024-25 budget. In April, we shared this information with local districts. At the same time, departments are finalizing their budgets to close out FY 2023-24.
- Grant updates: During FY 2023-24, the Great Start Readiness Program opened 10 new classrooms, serving over 130 children. The program continues its collaboration with community-based partners and intends to open an additional 12 new classrooms in FY 24-25.
- State Funding updates: The agency received an additional \$250,000 in state funding for start-up grants as part of the Great Start Readiness Program. These funds will be used to equip the classrooms with necessary supplies and resources.