

**GRAND LEDGE PUBLIC SCHOOLS
CONSTRUCTION MANAGEMENT SERVICES**

REQUEST FOR PROPOSALS ("RFP")

October 17, 2025

Grand Ledge Public Schools

REQUEST FOR PROPOSAL FOR CONSTRUCTION MANAGEMENT SERVICES PART 1 -- GENERAL INSTRUCTIONS

A. Instructions

Qualified firms are invited to submit a proposal to Grand Ledge Public Schools (the "District") for Construction Management Services for a construction project ("Project"), upon which the following services will be performed: (1) Programming/Election, (2) Pre-Construction Phase, (3) Design/Bidding Phase, (4) Construction Phase, (5) Post-Construction/Warranty Phase, and (6) other potential components to be determined (collectively, the "Project").

The scope of the Project is not yet fully determined. Proposing firms are expected to evaluate the District's facilities immediately and assist in developing the Project program and pre-bond planning. The District is planning to place a bond proposition on the ballot for the November 2026 election.

The District expects that it will use a Construction Manager-*Adviser* for this Project. *However*, the District reserves the right to modify the project delivery method (including, but not limited to, utilizing a Construction Manager-Constructor) at any time prior to execution of an agreement between the selected construction manager and District. Unless the District modifies the project delivery method, the form of agreement between the selected bidder and the District will be as set forth in Attachment "A," hereto, which is a modified version of AIA Document C132 – 2019 Edition. For the purpose of this RFP, the terms "proposal" and "bid" shall be treated as one and the same.

The District reserves the right to reject any or all proposals and to make any award that it considers to be in the best interest of the District.

B. Proposal Submission

To be considered by the District, three (3) copies and a flash drive of the complete proposal must be received no later than 1:00 p.m., Friday, November 7, 2025. Proposals should be addressed to:

Dr. Bill Barnes
Superintendent of Schools
Grand Ledge Public Schools
220 Lamson Street
Grand Ledge, MI 48837

The lower left corner of the submittal envelope should be marked: PROPOSAL FOR CONSTRUCTION MANAGEMENT SERVICES.

Submitted proposals become the property of the District and will not be returned.

C. Late Proposals

The District may choose, in its sole discretion, not to consider any proposal received by the District after the time specified above. The party submitting a proposal shall bear full and total responsibility for ensuring timely receipt of that proposal.

D. Withdrawal of Proposals

Proposals may be withdrawn by written notice received at any time prior to the submission deadline. Proposals may be withdrawn in person, provided that the firm's representative signs a receipt for the proposal prior to the submission deadline.

E. Questions Concerning this RFP

Inquiries may be made to Dr. Bill Barnes at the address above, via telephone at (517) 925-5400 or via email at barnesw1@glcomets.net. Information about the District is available during business hours (8:00 am - 4:00 pm EST).

F. Economy of Preparation

Proposals should be prepared simply, providing a concise description of the proposer's ability to meet the requirements of this RFP. Please limit your proposal to the information requested in Part 3 – Proposal Details and Part 4 – Proposal Summary.

G. Proposal Signature

The section entitled, Part 4 – Proposal Summary, should be signed by the person responsible to decide the level of services and costs being offered. In the case of a joint proposal, each party should respectively certify its response as to services and costs.

H. Prime Responsibilities

The selected proposer will be required to assume responsibility for all services offered in the proposal, regardless of who actually provides such services and regardless of whether the selected firm utilizes separate consultants. The selected proposer shall be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The selected proposer shall provide at least all services traditionally provided by a construction manager-adviser on school construction projects in Michigan, including supervision under 1937 PA 306, and compliance with other applicable laws. In the event of a joint proposal, each firm shall be jointly and severally responsible for all services offered in the proposal.

I. Proposal Preparation Costs

All costs incurred in preparing the proposal, providing reasonably requested or required presentations, or in negotiating applicable contracts shall be the sole responsibility of the proposer. The District shall not be responsible for, and will not pay, the cost for any information solicited or received.

J. Acceptance of Proposal Contents

The contents of the selected firm's proposal will become contractual obligations upon issuance of a contract, except and to the extent of any particular provisions rejected by the District. Failure of the successful firm to abide by such obligations, without the express consent of the District's Board of Education, will result in cancellation of the award.

K. Proposed Project Schedule

The District expects to commence work on the Project on or about December 15, 2025 and to complete the work on or about November 30, 2031. The District and all bidders recognize that this schedule may be modified once the Construction Manager and Architect have been selected and reviewed the Project requirements and if the bond election is successful.

L. Collusive Bidding and Relationship Disclosure.

Each proposer certifies that its proposal is made without any previous understanding, agreement or connection with any person, firm, or company making a proposal for the same project and is in all respects fair and without outside control, collusion, fraud, or other illegal action.

Each proposer shall submit a Familial Relationship Disclosure in substantially the form attached hereto as Attachment "B."

Each proposer shall submit an Iran Economic Sanctions Act Certification in substantially the form attached hereto as Attachment "C."

M. Scope of Services

It is assumed that any proposal submitted will include, but shall not necessarily be limited to, the performance of all services identified in this section, elsewhere in the RFP, and as set forth in the form of Agreement attached as Attachment "A." The District will consider alternate proposals. However, any alternate proposals must clearly indicate any activities that have been deleted and/or added from the requested scope of services. References to the "Construction Manager," "Bidder," "Proposer," "firm," or other similar term shall all be intended to refer to the entity submitting a response to this RFP.

1. Programming/Election Services

- a. Assist in developing a construction program, project sizing and scopes, and an estimated cost of each desired improvement (which cost estimating obligation shall continue after programming).
- b. Attend meetings and make presentations concerning the Project.
- c. Provide assistance in developing a bonding proposition and in directing a bond informational campaign.
- d. Assist in meetings with the Department of Treasury regarding bond qualification or otherwise (as applicable).

2. Design Phase Services

- a. Consult with District and its Architect to provide value engineering and construction advice regarding materials, methods, systems, and other conditions as they affect the project.
- b. Review design drawings and documents, prepare a budget of estimated construction costs and continuously update the budget.
- c. Conduct and/or coordinate all testing and/or surveys required for the project.
- d. Prepare a construction schedule including recommendations for appropriate bidding categories and phases, as well as contract coordination and sequencing.
- e. Prepare an occupancy schedule to be implemented upon completion of construction.
- f. Prepare a projected cash flow schedule for all aspects of the project.
- g. Assist with, and attend, public meetings.
- h. Develop suggested adjustments of materials, systems and other factors, which affect costs and schedule.
- i. Provide cost review and constructability analysis of design detailing, recommending alternative solutions whenever details affect construction feasibility, cost or schedules.
- j. Assist, and ensure compliance, with plan review requirements, including as required by MCL 380.1263, MCL 380.1264, and MCL 388.851, et seq.

3. Bidding Phase Services

- a. Locate, screen, and recommend bidders for District approval. (Bidders shall not be prevented from bidding.)
- b. Develop proposal forms and write work scope descriptions for each separate bidding category.
- c. Distribute construction documents to bidders.
- d. Conduct pre-bid conferences with all contractors for each division of work.
- e. Assist in evaluating proposals.
- f. Conduct post-bid interviews with apparent low bidders.
- g. Make award recommendations to District.
- h. Prepare all trade contracts and associated documents, taking into account project specific issues including but not limited to dispute resolution, insurance matters, and prevailing wage (as applicable). Unless otherwise directed or agreed by the Owner in writing, all trade contracts will be between the trade contractor and the Owner.
- i. Provide a copy of insurance certificate evidencing all coverages required for the project.
- j. Receive and review construction bonds, including bid bonds, performance bonds, and payment bonds. Ensure conformance with contract requirements and MCL 129.201, et seq.
- k. Obtain, or ensure others have obtained, necessary building permits and other governmental agency approvals and advise the District of the same.
- l. Coordinate bid process and provide responses to bidder RFIs or distribute to Architect or Owner for response as appropriate.
- m. Conduct bidding operation to meet all state, federal, and local legal requirements and in compliance with Board policies, including but in no manner limited to, ensuring receipt of all required bid bonds.

4. Construction Phase Services

- a. Continually update detailed construction and occupancy schedules.

- b. Provide qualified and experienced, full-time, on-site staff to plan, manage, and coordinate trade contractors' activities, including, but not limited to, as is necessary to supervise construction under 1937 PA 306.
- c. Coordinate and monitor safety programs implemented by contractors.
- d. Monitor the schedule on a daily basis and take appropriate action with trade contractors that need encouragement and to maintain schedule.
- e. Conduct progress meetings and provide progress reports at least monthly
- f. Conduct project meetings for planning, coordination, and payments.
 - i. Periodic meetings with trade contractors' supervisors as necessary for the project and/or as reasonably directed by the District.
 - ii. At least monthly meetings with District administrators and representatives of the Architect which will include status reports on the project, budget, change orders, and allowances for reimbursable expenses. Additional meetings will be provided as necessary and/or reasonably requested.
 - iii. Provide copies of meeting minutes for distribution to appropriate staff and Board members.
- g. Monitor trade contractor performance and contract compliance.
- h. Coordinate construction interfaces, methods, techniques and sequences.
- i. Evaluate change order requests, receive District and Architect approvals, and coordinate and monitor implementation of change orders.
- j. Review shop drawings for compliance with contract documents.
- k. Expedite the shop drawing review process with the Architect.
- l. Collect, assemble and provide to the District as-built drawings and records, operating the maintenance manuals, warranties, guarantees, and project directories.
- m. Prepare and administer payment and cost control procedures, including the following:
 - i. Trade contractors' Schedule of Values
 - ii. Trade contractors' Payment Application and Certification

- iii. Trade contractors' Sworn Statements and Waivers of Lien, if applicable
 - iv. Purchase Order and Disbursement Summaries
 - v. Change Order Listings
 - vi. Budget Cost Summary Reports
 - n. Expedite District-ordered materials and loose equipment delivery.
 - o. Administer all general condition and construction support activities on behalf of the District.
 - p. Coordinate completion of punch lists, final inspections, District acceptance and occupancy.
5. Post-Construction Phase Services
- a. Assist in facilitating/requiring training sessions for appropriate employees regarding the operation and maintenance of technical equipment.
 - b. Provide follow-up and call-back services for the duration of the longest warranty period covered by a contractor on the Project.
 - c. Conduct a post-occupancy walk-through appropriately timed to address Project issues prior to expiration of applicable warranties.
 - d. When requested, advise and assist the District with special and/or additional services beyond the scope of basic services.

N. Insurance Coverage

Prior to beginning work, the selected firm will be required to provide a copy of insurance certificates for all required insurances, including general, professional, and umbrella liability coverages. Any consultants of the selected firm shall provide insurance coverages at least equal to that provided by the firm itself, and those consultants shall provide insurance certificates for general and professional liability coverages.

O. Payment of Fees

Professional fees and reimbursable expenses (including any general conditions/construction support items) shall be itemized on the same invoice so that the District issues no more than one monthly payment to the construction management firm. The specific days of the month on which

invoices are to be received and checks released, as well as the payment schedule, will be determined when the contract is finalized with the selected firm.

It is understood that the District intends to pursue a bond election. For any work on the Project related to the bond, including but not limited to the bond informational campaign, no fees or expenses shall be due or paid unless and until a successful election occurs. If the election fails, the District shall not be responsible for payment of fees and/or reimbursable expense, and the District may terminate the contract. If any District's bond proposition considered at the election is successful, the District shall be responsible for payment of the reasonable value of any fees and/or reimbursable expenses incurred by the Construction Manager prior to the bond election, which fees and expenses shall be included within the Construction Manager's Basic Services fee as described in the form of agreement attached hereto in Attachment "A." Nothing herein shall be deemed to eliminate or reduce the District's right to terminate the Agreement at-will upon seven days' written notice.

P. Architect

The District's Architect for the Project is to be determined. The District reserves the right to utilize the services of any architect(s) of its selection.

Grand Ledge Public Schools

**REQUEST FOR PROPOSAL FOR
CONSTRUCTION MANAGEMENT SERVICES
PART 2 -- PROPOSAL REVIEW AND SELECTION PROCESS**

A. Time Frame for Construction Manager Selection

It is the intent of the District to select a Construction Manager according to the following schedule:

October 17, 2025 RFP is released.
November 7, 2025, 1:00 pm Proposals are due.
December 8, 2025 Board of Education selects an Architect and
authorizes the Superintendent to finalize a contract.
December 15, 2025 Architect begins work.

The District reserves the right to adjust the above schedule and/or to add/remove steps as it deems necessary or desirable in its sole discretion, with or without notice to bidders or potential bidders.

B. Review and Selection Process

The District reserves the right to reject any or all proposals that are determined not to be in the best interests of the District. The District will not necessarily select the lowest cost proposal.

C. Construction Manager Interviews

It is expected that the District may invite firms to participate in interviews with the Board of Education (and/or, if applicable, any Selection Committee) and to answer any questions that may exist about their proposal.

D. Evaluation Criteria

The District will evaluate proposals considering all of the information provided in response to this Request for Proposal, including but not necessarily limited to the following:

Adherence to RFP: To merit evaluation, submittals must conform, in both content and presentation, to the parameters established in this request.

Relevant Experience: Relevant experience of the firm with construction and renovation of K-12 public school facilities, particularly those of comparable size and complexity.

Qualifications: Qualifications and experience of the key staff to be assigned to the project.

Timeliness: Ability of the firm to complete work tasks specified in this RFP in a timely fashion.

Responsiveness: The ability to meet quickly with District officials, contractors, etc. when necessary.

Team Compatibility: The ability of the firm to work with students, District employees, parents, community members, architectural firms, contractors, and governmental officials based on references and interviews.

Fee Proposal: The total fees for construction management services, including professional fees, allowances for reimbursable expenses, allowances for on-site personnel costs, and allowances for general conditions items.

E. Awarding of the Contract

All proposals received shall be subject to evaluation by District Administration and any selected consultants for the purpose of recommending to the Board of Education a firm or firms with whom to execute a contract. It is anticipated that the Board of Education will authorize a District administrator to finalize contract terms with the selected firm, which terms will be subject to the final approval of the Board of Education.

The form of Contract shall be based on the modified version of AIA Document C132 – 2019 Edition, attached hereto as Attachment “A.” The bidder shall be deemed to agree with the attached document in its entirety, except and to the extent the bidder specifically objects in writing to any provision therein and attaches the objection(s) as a separate document to its response to this RFP, along with a proposed alternative. The absence of any such written objection shall constitute an agreement to all proposed contract terms.

Notwithstanding anything herein to the contrary, the District shall have the ability, in its sole discretion, to negotiate any term of the Contract. The award of a Contract shall be contingent upon the successful negotiation of any such issues identified by the District. Without limiting the breadth of the foregoing, it is expressly acknowledged and agreed that the District has the right to require negotiation of an Owner/Construction Manager Agreement utilizing an "at risk" construction manager (or Construction Manager-Constructor).

Grand Ledge Public Schools

**REQUEST FOR PROPOSAL FOR
CONSTRUCTION MANAGEMENT SERVICES
PART 3 – PROPOSAL DETAILS**

NAME OF FIRM: _____ YEAR ESTABLISHED: _____

ADDRESS: _____
(Street) (City/State) (Zip Code)

TELEPHONE NUMBER: _____ FAX NUMBER: _____
(Area Code) (Area Code)

A. BUSINESS ORGANIZATION

1. Individual _____ Partnership _____ Corporation _____ Other _____

2. Years firm has provided CM Services: _____

3. List Principals and Officers of the Firm:

4. List the number of in-house personnel in your organization:

Administrative	_____	Registered Professional	_____
Estimators	_____	Cost Control Engineers	_____
Project Manager	_____	On-Site Superintendents	_____
Accounting/Finance	_____	Purchasing/Expeditors	_____
CPM Schedulers	_____	Value Engineer	_____
Clerical	_____	Others	_____

DO NOT INCLUDE any firms acting as consultants.

5. Provide a brief history of your firm.

6. Enclose a copy of the firm's most recent financial statement.

7. **PERSONNEL:**

Provide an organization chart, including resumes of all key personnel your firm will commit to this project(s) if awarded the contract. For each on-site superintendent you identify to be assigned to our project, please provide the name and phone number of at least two school superintendents, two business managers, and two building principals with whom the field superintendent has worked on a school building project.

8. List professional consultants outside your firm you propose using to provide services not available to your firm.

	<u>Firm Name</u>	<u>Location City/State</u>	<u>Specialty</u>	<u>Number of Times Affiliated With You</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____

9. What is you firm's present workload?

	<u>Number of Projects</u>	<u>\$ Value</u>
Projects in pre-construction phase	_____	_____
Projects in construction phase	_____	_____

Please provide a list of all school construction projects and non-school construction projects currently being handled by your firm, including an indication of percentage of completion for each project listed.

10. Explain your Insurance coverage:
- Total amount of protection provided for each coverage.
 - Coverage categories maintained.
 - Amount of deductible, if any.
 - Firm name, address, phone #, and contact person of Insurance Company.
 - Are the costs of this coverage included in your Fee Proposal? If not, what is the additional cost?
11. Have you had litigation, arbitration, mediation or some other form of claims filed against your company by an educational client? If yes, explain the action in detail.
12. Have you had litigation, arbitration, mediation or some other form of claims settled between your company and an educational client? If yes, explain the action in detail.
13. Have you had litigation, arbitration or some other form of claims filed against or settled with your company by any client outside of the educational market or have you filed the same against any other such client? If yes, explain the action in detail.

B. APPROACH TO CONSTRUCTION MANAGEMENT SERVICES:

- Some construction work may occur while school is in session. Describe how your firm will: (a) ensure the safety of students, staff, visitors, and contractors; (b) minimize any interruptions to day-to-day District operations; and (c) meet scheduled occupancy dates.

2. What are some of the exceptional educational features of school buildings for which your firm has served as CM?
3. Explain your firm's educational technology expertise.
4. Please explain your firm's philosophy regarding the use and issuance of change orders. Further, please list the steps in your standard change order procedure, your criteria used to determine whether Additional Service Fees will be charged, and your fee schedule (if any) for change orders.
5. Describe your firm's method of budget/cost control, cost estimation methods, value engineering analysis, quality control, safety coordination and monitoring, and time schedule adherence.
6. Describe how your firm stays up-to-date on educational construction code and regulatory requirements?
7. Describe the bid packaging methods utilized by your firm to permit smaller and local contracting firms to meaningfully participate in the construction bid process.
8. Describe your firm's method of communication with our building principals, district office administrators, and Board of Education for our project.
9. Describe your philosophy regarding the establishment, use and purpose of a contingency fund.

10. Identify all categories of anticipated reimbursable expenses and General Conditions items you would expect to charge to the District, as well as any multiplier that you would propose applying to such costs.
11. Please identify the methods used by your firm to facilitate the punchlist and close-out process of the project, including the steps taken to secure full performance of contractors during that process and the way in which your firm determines a project to be fully completed.
12. Add any additional information about your CM approach as envisioned for this project.
13. List the three (3) most recently completed school construction projects for which your firm has acted as Construction Manager.
- a. Project Name: _____
School District: _____
Contact: _____
Phone Number: _____
Brief Description: _____
- b. Project Name: _____
School District: _____
Contact: _____
Phone Number: _____
Brief Description: _____
- c. Project Name: _____
School District: _____
Contact: _____
Phone Number: _____
Brief Description: _____

14. Provide the three (3) most recent Architectural Firms your firm has worked with on school buildings projects:

a. Firm Name: _____
Contact Person: _____
Phone Number: _____
Project: _____
Project Completion Date: _____

b. Firm Name: _____
Contact Person: _____
Phone Number: _____
Project: _____
Project Completion Date: _____

c. Firm Name: _____
Contact Person: _____
Phone Number: _____
Project: _____
Project Completion Date: _____

15. Provide the two (2) most recent contractors your firm has worked with on school building projects for each skill trade:

CARPENTRY:

a. Firm Name: _____
Contact Person: _____
Phone Number: _____
Project: _____
Project Completion Date: _____
Approximate Amount of Carpentry Contract: _____

b. Firm Name: _____
Contact Person: _____
Phone Number: _____
Project: _____
Project Completion Date: _____
Approximate Amount of Carpentry Contract: _____

CONCRETE:

a. Firm Name: _____
Contact Person: _____
Phone Number: _____
Project: _____
Project Completion Date: _____
Approximate Amount of Concrete Contract: _____

b. Firm Name: _____
Contact Person: _____
Phone Number: _____
Project: _____
Project Completion Date: _____
Approximate Amount of Concrete Contract: _____

ELECTRICAL:

a. Firm Name: _____
Contact Person: _____
Phone Number: _____
Project: _____
Project Completion Date: _____
Approximate Amount of Electrical Contract: _____

b. Firm Name: _____
Contact Person: _____
Phone Number: _____
Project: _____
Project Completion Date: _____
Approximate Amount of Electrical Contract: _____

EXCAVATING:

a. Firm Name: _____
Contact Person: _____
Phone Number: _____
Project: _____
Project Completion Date: _____
Approximate Amount of Excavating Contract: _____

b. Firm Name: _____
Contact Person: _____
Phone Number: _____
Project: _____
Project Completion Date: _____
Approximate Amount of Excavating Contract: _____

HVAC AND PLUMBING:

a. Firm Name: _____
Contact Person: _____
Phone Number: _____
Project: _____
Project Completion Date: _____
Approximate Amount of HVAC and Plumbing Contract: _____

b. Firm Name: _____
Contact Person: _____
Phone Number: _____
Project: _____
Project Completion Date: _____
Approximate Amount of HVAC and Plumbing Contract: _____

MASONRY:

a. Firm Name: _____
Contact Person: _____
Phone Number: _____
Project: _____
Project Completion Date: _____
Approximate Amount of Masonry Contract: _____

b. Firm Name: _____

Contact Person: _____
Phone Number: _____
Project: _____
Project Completion Date: _____
Approximate Amount of Masonry Contract: _____

PAINTING:

a. Firm Name: _____
Contact Person: _____
Phone Number: _____
Project: _____
Project Completion Date: _____
Approximate Amount of Painting Contract: _____

b. Firm Name: _____
Contact Person: _____
Phone Number: _____
Project: _____
Project Completion Date: _____
Approximate Amount of Painting Contract: _____

STEEL ERECTION:

a. Firm Name: _____
Contact Person: _____
Phone Number: _____
Project: _____
Project Completion Date: _____
Approximate Amount of Steel Erection Contract: _____

b. Firm Name: _____
Contact Person: _____
Phone Number: _____
Project: _____
Project Completion Date: _____
Approximate Amount of Steel Erection Contract: _____

C. ANTICIPATED PROJECT SCHEDULE

The District expects to commence work on the Project on or about December 15, 2025 and to complete the work on or about December 15, 2031. Please identify any concerns or reservations your firm may have with these general parameters and describe any negative impacts on the Project foreseen as a result of such parameters. The District anticipates working with the selected Construction Manager after bidding to consider Project Schedule adjustments necessary to maximize bidding opportunities.

Grand Ledge Public Schools

**REQUEST FOR PROPOSAL FOR
CONSTRUCTION MANAGEMENT SERVICES
PART 4 – PROPOSAL SUMMARY**

The cost of the project is anticipated to be approximately \$60,000,000 - \$80,000,000. The scope of construction management services is generally set forth herein and in Attachment “A”. Your fee proposal is to be all-inclusive, specifically including all professional fees, allowances for reimbursable expenses, costs for on-site supervisors and all other personnel, and allowances for general conditions items.

The District may choose to convert the percentage fee into a lump sum amount in its sole discretion. If you believe any other information or clarification may be helpful to the District in determining your cost for services (such as, but not limited to, a further breakdown of costs per cost or work category), please include that information in your proposal.

	New Construction	Additions	Renovation
% of Project Cost			

Explain Any Change in Proposed Fee Due to Higher or Lower Project Cost (if applicable):

This proposal has been prepared to provide the District with all the information requested in Part 3, Proposal Details, of the RFP regarding Construction Management Services. The undersigned certifies that the proposal contained herein meets or exceeds the scope of services as outlined in this RFP, and that any items that have been deleted from and/or added to the requested scope of services (including, but not limited to, the proposed contract language) are clearly noted as follows:

Signed this ____ day of _____, 20__.

Firm Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

If a corporation, indicated State of incorporation and affix seal.

Attest: _____

By: _____
Signature/Title

ATTACHMENT “A”

[Form of Agreement Follows]

FAMILIAL DISCLOSURE STATEMENT

3. I have authority to bind the aforementioned contractor with the representations contained herein, and I am fully aware that the school district will rely on my representations in evaluating bids for construction management services.

4. I declare the above information to be true to the best of my knowledge, information and belief. I could completely and accurately testify regarding the information contained in this affidavit if requested to do so.

(signature of affiant)

Dated: _____

Subscribed and sworn before me in _____ County,
Michigan, on the ____ day of _____, 20____

(signature)

(printed)

Notary public, State of Michigan, County of _____
My Commission expires on _____
Acting in the County of _____

ATTACHMENT “C”

IRAN ECONOMIC SANCTIONS ACT CERTIFICATION

I am the _____ (title) _____ of _____ (bidder) _____, or I am bidding in my individual capacity ("Bidder"), with authority to submit a binding bid for the provision of construction management services to North Central Area Schools. I have personal knowledge of the matters described in this Certification, and I am familiar with the Iran Economic Sanctions Act, MCL 129.311, et seq. ("Act"). I am fully aware that the school district will rely on my representations in evaluating bids.

I certify that Bidder is not an Iran-linked business, as that term is defined in the Act. I understand that submission of a false certification may result in contract termination, ineligibility to bid for three (3) years, and a civil penalty of \$250,000 or twice the bid amount, whichever is greater, plus related investigation and legal costs.

(signature)

(printed)

(date)

DRAFT 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)

[Grand Ledge Public Schools](#)
[220 Lamson Street](#)
[Grand Ledge, MI 48837](#)
[\(517\) 925-5400](#)

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

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

[Grand Ledge Public Schools, 2026 bond construction project, in accordance with the relevant application for preliminary qualification of bonds, the relevant election ballot language, Owner-approved plans and specifications, all applicable laws, the Owner's fixed budget, and as otherwise approved by the Owner.](#)

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

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Documents 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.

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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, in accordance with the relevant application for preliminary qualification of bonds, 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, in accordance with the relevant application for preliminary qualification of bonds, 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.)

« A fixed sum to be established by the Owner as a condition of this Agreement in accordance with the relevant application for preliminary qualification of bonds. »

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

.1 Design phase milestone dates, if any:

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User Notes:

(1499612014)

« To be determined »

.2 Construction commencement date:

« -To be determined»

.3 Substantial Completion date or dates:

« To be determined »

.4 Other milestone dates:

« To be determined »

§ 1.1.5 The Owner intends 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, 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.)

« To be determined »

§ 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.)

[Dr. Bill Barnes](#)
[Superintendent of Schools](#)
[Grand Ledge Public Schools](#)
[220 Lamson Street](#)
[Grand Ledge, MI 48837](#)
[\(517\) 925-5400](#)
Barnesw1@glcomets.net

§ 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:

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User Notes:

(1499612014)

(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 determined »« »

« »

« »

« »

« »

.4 Contractors, as defined in Section 1.4:

«To be determined by the Owner in accordance with competitive bidding requirements under law, which may include MCL 380.1267, MCL 380.1274, 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.)

§ 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.)

« »

§ 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~~ may mutually agree to a written adjustment in appropriately adjust the Construction Manager's services, the schedules, for the Construction Manager's services, and the Construction Manager's compensation, as applicable. ~~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.~~

§ 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 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 the Agreement Between Owner and Architect, Construction Manager as Adviser Edition. 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, the Owner's Separate Contractors, and consultants of the Architect, Construction Manager, and Owner and the Owner's other consultants and Separate Contractors. Subject to the Construction Manager's professional judgment, experience, and expertise, ~~t~~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 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 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, 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.~~

Commented [MB1]: Confirm insurance limits with insurer.

§ 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 Two Million Dollars (\$2,000,000).~~

§ 2.8.4 Workers' Compensation at statutory limits and 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.

§ 2.8.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than « One Million Dollars » (\$ « 1,000,000 ») per claim and « \$ » 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 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 Construction Manager'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.

§ 2.8.7 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.

§ 2.8.87 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~~ compliance 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.~~

§ 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 at no additional cost to the Owner, except as specifically identified and agreed in Article 11. ~~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.)~~

« »

§ 2.11 The Construction Manager shall retain all Project related documents and information it receives for a period of at least six (6) years following final completion of the Project, during which period, ~~and 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 give 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

§ 3.1.1 The Construction Manager's Basic Services consist of those described in this Article 3 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 are not limited to, and include usual and customary Preconstruction and Construction Phase Services ~~usual and customary construction coordination, scheduling, constructability review, cost estimating, and allocation and supervision of construction activities among the Contractors.~~

~~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.~~

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall 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 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, with the Owner's approval and as necessary, coordinate resolution, as necessary, 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, in writing, at least monthly or as otherwise agreed by the Owner and Construction Manager, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, 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 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 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, 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 authorities 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/develop of the Bidding Documents in compliance with applicable laws, including prevailing wage requirements (if applicable), which consist of bidding requirements and proposed Contract Documents. The Construction Manager, with the assistance of the Architect, shall issue Bidding Documents to 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. 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 380.1274.

§ 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, prevailing wage (if applicable), insurance requirements (including naming the Owner as an "additional insured"), indemnification, 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, ~~as modified for the Project. 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.~~

§ 3.3.2 ~~Subject to Section 4.2 and except as provided in Section 3.3.30, t~~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 ~~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, ~~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, ~~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-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, in writing, monthly or as otherwise agreed by the Owner and Construction Manager, as to variances between actual costs and budgeted or estimated 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 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, 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, 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 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 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, 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 Subject to the authority of the Owner, the~~ Construction Manager shall ~~have the authority to~~ 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 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, 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 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 and approved -or required- by the Owner, prepare Change Orders 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.

§ 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, with the Owner's approval and as necessary, coordinate resolution -as necessary- 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:

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§ 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:

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§ 3.3.22 Utilizing the documents provided by the Contractors, 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 The Construction Manager shall make available all such records be 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 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, 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, 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 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, 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, 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, and the Construction Manager, Architect, and Contractors. Consent shall not be unreasonably withheld.

§ 3.3.30 ~~Upon request of the Owner, and p~~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.

§ 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	Basic Service

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§ 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
§ 4.1.1.7	Furniture, furnishings and equipment procurement assistance	Basic Service
§ 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	Basic Service, if requested by Owner
§ 4.1.1.13	Provide supplemental Project risk analysis and mitigation strategies	Basic Service
§ 4.1.1.14	Stakeholder relationships management	Basic Service, if requested by Owner
§ 4.1.1.15	Owner moving coordination	Basic Service
§ 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.)~~

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§ 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.)~~

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§ 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 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 t~~The following Additional Services, ~~the Construction Manager shall be provided if there has been compliance with the first paragraph of Section 4.1.1~~ 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:

- .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, 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 aAdditional sServices;
- .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, ~~acknowledging the Owner's obligations under the Open Meetings Act, or any other failure of performance on the part of the Owner or the Owner's other consultants or contractors;~~
- .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, ~~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~~
- .8 ~~Assistance to the Initial Decision Maker.~~

§ 4.2.3 ~~To avoid delay in the Construction Phase, t~~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 ~~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 ~~the timeframe established in Section 3.3.2 (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 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, 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 (x) (x) 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. The parties acknowledge the Owner's fixed limit of construction cost for this project.~~

§ 5.3 The Owner acknowledges that accelerated ~~or~~ phased, ~~or fast-track~~ 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 ~~Construction Manager~~ Owner agrees to ~~discuss any such costs with the Owner and to include in the budget 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 the Agreement Between Owner and Architect, Construction Manager as Adviser Edition.~~ 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, 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, 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 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.

§ 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, 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 with the Contractors and the Construction Manager's consultants 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 that may affect the Construction Manager's services.~~

§ 5.16 Before executing the Contracts for Construction, the ~~Owner-Construction Manager~~ shall ~~assist the Owner in~~ coordinate 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 compensation of the Construction Manager and Construction Manager's Consultants, compensation of the Architect and the Architect's consultants, and compensation of any other Owner-hired consultants during the Construction Phase only, including respective compensation for reimbursable expenses at the job site, if any.~~

For purposes of calculating fees or other costs determined on a percentage of the The Cost of the Work, the Cost of the Work does not include the 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, technology improvements, bus purchases, plan/review fees, Owner-purchased equipment); the costs of the land, rights-of-way, financing, or unused or unauthorized use of Project contingency fundsies 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-referenced in Initial Information and has been, or must be, established as a fixed limit of construction cost as a condition of this Agreement, and shall be adjusted throughout the Project as required under Sections 5.2 and 6.4. 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 fixed limit of 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, Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the 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 otherwise, 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 Construction Manager shall cooperate with the Owner and Architect to develop the necessary revisions, update the cost estimate, and 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 Michigan law, but in any no case not more than 10 years after the date of Substantial Completion of the Work 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 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 or the Construction Manager's breach of 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.~~

§ 8.1.4 The Construction Manager ~~and Owner~~ waives 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~~ litigation. ~~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.~~

§ 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, ~~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 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.

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.~~

§ 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).~~

§ 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 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 undisputed sums due prior to suspension ~~and any 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.

§ 9.2 If the Owner voluntarily suspends the Project for more than 30 consecutive days, other than a scheduled suspension, 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 a scheduled suspension or 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 timely and properly performed prior to termination, including any Reimbursable Expenses ~~incurred, and costs attributable to termination, including the costs attributable to the Construction Manager's termination of consultant agreements~~ 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, as modified. ~~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.~~

§ 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.~~

§ 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 unless circumstances require a shorter time frame. ~~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.~~ 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. 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. 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 of the Owner specifically designated as 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~~ Construction Manager ~~party~~ 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 timely and proper performance of Basic Services ~~described under Article 3,~~ the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 For Preconstruction Phase Services, Construction Phase Services, and Post-Construction Phase Services as set forth in this Agreement, a fee of _____ % of the Cost of the Work as defined in Section 6.1. ~~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:
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

§ 11.2 For the Construction Manager's properly authorized Supplemental Services ~~designated in Section 4.1.1, and for any Sustainability Services required pursuant to Section 4.1.3 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 and reimbursed to the Construction Manager with a zero percent («-0» %) markup, or as follows:
(Insert amount of, or basis for computing, Construction Manager's consultants' compensation for Supplemental or Additional Services.)

« »

§ 11.5 The hourly billing rates for 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.)

« »

Employee or Category

Rate (\$0.00) / Hour

§ 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 a Authorized out-of-town travel and subsistence (not including travel to and from the project site(s));

- .2 ~~Long distance services, 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 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 in writing;
- .7 Professional photography, and presentation materials requested by the Owner;
- .8 General Conditions/Construction Support items; 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;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures, subject to Owner approval.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses actually incurred by the Construction Manager and the Construction Manager's consultants at cost and without markup, plus < > percent (< > %) of the expenses incurred. Reimbursable Expenses shall not exceed (\$) without the prior written consent of the Owner.

§ 11.6.3 The Construction Manager shall provide a list of anticipated General Conditions/Construction Support items, which shall be incorporated into this Agreement in an Addendum. 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 Intentionally Omitted 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.)

<< >>

§ 11.8 Payments to the Construction Manager

§ 11.8.1 Initial Payment

§ 11.8.1.1 An initial payment of ~~(\$)~~ shall not be required-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.

§ 11.8.2 Progress Payments

§ 11.8.2.1 ~~Unless otherwise agreed, p~~ Payments for services shall generally be made monthly in proportion to services performed. Payments are due and payable ~~upon presentation 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.~~

(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 permitted in the Contract Document, or the Construction Manager agrees, or the Construction Manager has been found liable for the amounts in a binding dispute resolution proceedings otherwise responsible. Notwithstanding the foregoing, it is expressly understood and agreed that the Owner's obligation to make payment to the Construction Manager is dependent upon the Construction Manager's complete and timely performance of services at least to the standard required by this Agreement. The Owner may withhold sums if and to the extent the Construction Manager's performance fails to satisfy the foregoing requirements, to protect the Owner from increased costs, damages, and the reasonably likelihood of same.

§ 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 the 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.~~

§ 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 daily 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. Once dedicated to this Project, the Construction Manager shall not remove or change any of the above-referenced individuals without the Owner's prior written consent. The Construction Manager shall not change dedicated personnel, regardless of whether such change is approved by Owner, without promptly providing Owner a qualification and experience resume of the person(s) proposed as replacement(s).

§ 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), twelve (12) and twenty-four (24) months following the Date of Substantial Completion and thereafter provide callback services for a period through the warranty period (minimum two years).

§ 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 1937 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 Agreement, with respect to hire, tenure, conditions or privilege of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of this Agreement.

§ 12.21 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, without additional cost to the Owner, shall 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.

§ 12.26 The Construction Manager 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.

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

§ 12.28 The Construction Manager shall indemnify and hold harmless the Owner, its Board of Education, its board members in their official and individual capacities, administration, and employees ("Indemnitees"), from and against any and all claims, costs, expenses, damages, and liabilities, including reasonable attorneys' fees, to the extent caused in whole or in part by or asserted to arise from (i) the negligent acts or omissions of the Construction Manager, its officers, directors and employees, agents or subcontractors, (ii) any breach of the terms of this Agreement by the Construction Manager; or (iii) any breach of any representation or warranty by the Construction Manager under this Agreement. The Construction Manager shall notify the Owner by certified mail, return receipt requested, immediately upon knowledge of any claim, suit, action, or proceeding for which the Owner or one or more of the Indemnitees may be entitled to indemnification under this Agreement. The Construction Manager shall

not be responsible for indemnifying an Indemnitee for the Indemnitee's negligence, but shall remain responsible to the fullest degree of the Construction Manager's fault.

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, 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 »

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.

GRAND LEDGE PUBLIC SCHOOLS,

OWNER (Signature)

« »« »

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

« »« »

(Printed name and title)

Modified: 10/10/2025: 8:00 am