

CROSS RENOVATION

Service You Can
Believe In

**Qualifications/Proposals For
City of Detroit
Department of Public Works
Capital Improvements at Southfield Yard**

Cross Renovation, Inc.
34133 Schoolcraft Road
Livonia, MI 48150
Phone: (734) 286-2244
Fax: (734) 943-6212
www.crossrenovation.com
A Stark Enterprises Company



Cross Renovation Inc.

Service You Can Believe In

Company Information

Name: Cross Renovation Inc.
Owners: Roger Butcher, President
Michael Butcher, Founder & CEO
Address: 34133 Schoolcraft Road
Livonia, MI 48150
Phone: (734) 286-2244
Fax: (734) 943-6212
Website: crossrenovation.com

HISTORY

Cross Renovation has dedicated itself to performing quality workmanship in a wide array of commercial projects throughout Southeast Michigan and beyond. Currently heading into our ninth year of business Cross Renovation continues to expand and adapt. From our humble beginnings working in the residential remodeling sector, our company has evolved into a multi-million dollar corporation specializing in commercial and medical General Contracting and Construction Management. Our core values of integrity, unequalled customer service and commitment to quality continue to be the driving force behind our company's success.

Services Offered

- Construction Management
- General Contracting
- Design/Build Services
- Construction Consultation & Project Planning
- Sister company— Douglas Mechanical, HVAC and Plumbing 20 employees
- Sister company — Resurrection Carpentry, 45 employees
- Sister company — Eco painting, 15 employees
- Sister company — Dean Flooring, 1 project manager

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Previous Project Experience

Municipal

City of Detroit
Coleman Young Municipal Building

City of Novi
Multiple Projects

Redford Township
Claude Allison Pavilion

City of Warren
Multiple Projects

City of Livonia
Fire Station # 1

Oakland County
Jail Booking/Bond Entrance

City of Dearborn
Multiple Projects

City of Southgate
Multiple Projects

Van Buren Township
Township Offices

City of St. Clair Shores
Multiple Projects

State of Ohio
NOPH Dietary Kitchen

Education

Detroit Cody High School
Completed August 2014

Countryside Academy
Completed August 2014

Walled Lake Community Education Center
Completed August 2014

Meridian Elementary
Completed August 2015

St. Clair County RESA
Completed August 2015

Horizon Intermediate School
Completed August 2015

Oxford Schools
Completed August 2016

United Christian Church School
Completed February 2015

Thompson Building
Completed August 2014

Holly Academy
Completed August 2013

Mason Schools
Completed August 2015

Royal Oak High School
Completed August 2015

Van dyke Schools
Completed August 2015

Rochester Schools
Current

*South Lyon Schools
Completed August 2016*

*South Lake Schools
Current*

*Hamtramck Schools
Current*

Healthcare

*Incognito Detox & Wellness Center
Completed July 2014*

*Michigan Institute of Pain Management
Completed January 2014*

*Detroit Kidney ARA
Completed September 2016*

*Dearborn Associated Surgical Center
Completed December 2013*

Parks & Recreation

*Wayne County Parks
Completed October 2016*

Office Space

*Southgate School Board Offices
Completed January 2014*

Restaurant

*Bistro 82
Completed December 2013*

Industrial Automotive

*Autoneum (Oregon, Ohio)
Multiple Projects Completed*

*Ferndale Schools
Completed August 2016*

*Detroit Innovations Academy
Current*

*Royal Oak MRI Facility
Completed December 2013*

*Complete Toxicology Laboratory
Completed June 2014*

*Care Net of Detroit
Completed July 2015*

*Platinum Medical Center
Scheduled Completion Jan. 2016*

*Huron-Clinton Metroparks
Multiple Projects in 2015*

Detroit Building Authority

CLIENT
AGENCY

City of Detroit
Department of Public Works
Capital Improvements at
Southfield Yard

 **CROSS
RENOVATION**

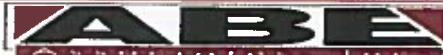
Michael Butcher
Principal

Dale Merrifield
Project Manager

Ralph Morenci
Site Superintendent

Brian Humenay
Project Estimator

Renee Herdon
Document Controller

 **ABE**

Andre' Brooks, PE, MASCE
Engineering PM / Managing Partner

Elton C. Anderson, AIA
Project Manager

Mike Gholami, PE
Electrical Engineer

Tony Aina, PE
Mechanical Engineer

Juan Snead, PE
Structural Engineer

BUILDING TRADE
CONTRACTOR

BUILDING TRADE
CONTRACTOR

BUILDING TRADE
CONTRACTOR

BUILDING TRADE
CONTRACTOR

BUILDING TRADE
CONTRACTOR

The resources of a complete staff of Architects, Engineers, CADD Operators, Technical Specialists, Project Managers, Site Superintendents & Project Estimators will be dedicated to support the project efforts.

Personnel Profile

Michael D. Butcher,
Principal

Cross Renovation, Inc.
34133 Schoolcraft Road
Livonia, MI 48150
Phone: (734) 286 – 2244
Fax: (734) 943 - 6212
<http://www.crossrenovation.com>



Professional Profile

Michael Butcher founded Cross Renovation, Inc. in February of 2007, as a residential renovation contractor working on investment homes for clients. He went on to incorporate Cross Renovation in February of 2009. Moving forward Mike oversaw the successful transition of Cross performing as a residential remodeling company to a commercial General Contractor and Construction Management Firm. As a working principal Mike is involved in all aspects of the business from project management to accounting. Mike's passion to expand the company has led the establishment of several subcontracting companies that perform work for several general contracting firms throughout southeast Michigan. His vision has grown Cross from a company of less than 5 employees with revenues of \$1.0M to a company of 15 employees and revenues of about \$15.0M.

Project Role

Principal Representative, Project Manager

Education

Garden City High School, 2000
Certificate of Design; State of Michigan, 2000

Licenses

Michigan State Builders License 2101199772

Professional Experience

C & M Renovation, 2001 – 2007

Project List

Cody High School
August 2014
\$5,000,000.00

CTL
February 2015
\$1,200,000.00
8,000 SF

Tipton Academy
August 2015
\$1,500,000.00
20,000 SF

Platinum Medical Center
March 2016
\$1,000,000.00
15,000 SF

Personnel Profile

Dale Merrifield,
Project Manager

Cross Renovation, Inc.
34133 Schoolcraft Road
Livonia, MI 48150
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Professional Profile

Dale has been with Cross Renovation since 2011 and has served in a variety of roles. He began as a project estimator collaborating with Mike to procure Cross Renovation's first commercial contract. He moved from that role to the role of company purchasing manager. As purchasing manager Dale oversaw all purchases made, as well as handled contract negotiations and submittal processes. In 2016 Dale moved to the role of project manager. His experience at these different positions has provided a seamless transition to his current role. Dale brings a very structured process to the project management role and is meticulous in the details of each project that he is assigned.

Project Role

Project Manager

Education

Adelphin Academy, 1984

Professional Experience

Young & Sons
Pranam Global Tech

Project List

CTL

February 2015
\$1,200,000.00
8,000 SF

Tipton Academy

August 2015
\$1,500,000.00
20,000 SF

Platinum Medical Center

March 2016
\$1,000,000.00
15,000 SF

Middlegrounds Pavilion

September 2016
\$660,000.00
2,500 SF

Tucker Senior Center

Est. April 2017
\$280,000.00
1,000 SF

Personnel Profile

Ralph Morenci,
Site Superintendent

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Professional Profile

Ralph is the newest member of the Cross Renovation family. Prior to joining Cross, Ralph worked as a project superintendent with Evangelista Contracting Group. Ralph brings over 20 years of experience in the construction industry in various capacities. His experience overseeing the completion of multiple large scale new construction and renovation projects makes Ralph a valuable addition to the Cross Renovation team. Ralph will be tasked with overseeing all aspects of site operations in his role as site superintendent as well as ensuring that all site safety measures are strictly adhered to.

Project Role

Site Superintendent

Education

Associates Degree, Business Management

Professional Experience

Evangelista Contracting Group, 2015-2017
Pulte Homes, 2012-2015
MDC Construction, 2011-2012
Home Renewal Systems, 2010-2011
First Development Companies, 2008-2010
Crosswinds Communities, 1993-2007

Certifications

OSHA 30 Hour Construction Industry Certification
CPR Certification

Project List

Detroit VA Emergency Room
\$10,000,000

Detroit VA Patient Rehab
\$2,500,000

New Hope Church
\$2,000,000

Country Walk of Belleville
\$95,000,000

Whispering Woods
\$60,000,000

Oakland Condominiums
\$15,000,000

Hills of Waterford
\$50,000,000

Victoria Commons
\$45,000,000

Personnel Profile

Brian Humenay,
Senior Project Estimator

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Professional Profile

Brian started with Cross in March of 2011 as a laborer working in the field. In 2012 he moved to handling logistics aspects for the company coordinating jobsite pickups and deliveries. While working in logistics Brian became intrigued by the office process of how a project is procured. He began as an assistant estimator focusing mostly on smaller projects and has since advanced to the role of Senior Project estimator. Brian now oversees, two additional project estimators providing guidance and ensuring accuracies of bid composition. Brian has been the lead estimator on many of the larger projects that Cross has been awarded. In addition to estimating he assists Mike in outside sales and company expansion.

Project Role
Estimator

Education
Livonia Franklin High School, 2008
Eastern Michigan Univ., 2008-2010

Project List

- St. Clair Shores Senior Center
\$1,330,000.00
- Bartlett Elementary
\$690,000.00
- Platinum Medical Center
\$1,000,000.00
- Middlegrounds Pavilion
\$660,000.00
- Detroit Kidney Center
\$950,000.00
- Tucker Senior Center
\$280,000.00
- NOPH Dietary Kitchen
\$775,000.00

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

12. NAME Andre' Brooks, PE, MASCE		13. ROLE IN THIS CONTRACT Engineering Project Manager (Managing Partner)		14. YEARS EXPERIENCE	
				a. TOTAL 29	b. WITH CURRENT FIRM 17
15. FIRM NAME AND LOCATION (City and State) ABE Associates, Inc. – Detroit, Michigan					
16. EDUCATION (DEGREE AND SPECIALIZATION) BS, Civil Engineering, South Carolina State University			17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) PE, Civil: MI, #45167; GA, #30167, NC #31083 (Reinstate)		
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) ORGANIZATIONS: Society of American Military Engineers, Conference of Minority Transportation Officials, American Society of Civil Engineers. TRAINING: XPSWMM, HEC-2, HEC-RAS, HY-8, TR-55, Roadway Design, Storm Water Management, Project Management, Hydraulics & Hydrology, Best Management Practices. AWARDS: ASCE, 2012 Outstanding Civil Engineer.					

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
a.	M-1 Rail Vehicle Maintenance Storage Facility, Detroit, MI Section F, Project #7	2015	Current
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Engineering Project Manager for the design of a new rail streetcar vehicle maintenance storage facility. Project involved the preparation of design-build construction drawings, specifications, design analysis and design coordination with other rail design build projects which interfaces with the new 18,000 SF facility. Construction cost: \$10.9M.		
b.	Historic Fort Wayne Collections Resource Center, Detroit, MI (US Army Base) Section F, Project #8	2010	Pending
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Engineering Project Manager responsible for renovation design of the Army building converted into a museum standard storage facility for storage of historical artifacts. Renovated 95,000 SF with 20,000 SF of new addition. 30,000 SF of renovated building to house Tuskegee Airman Artifacts. Site work included access roads, parking lot, grading and drainage, utility design, topographic and hydrographic surveys. Managed the demolition of two Army buildings 204,000 SF. Construction Cost \$11M.		
c.	Veteran Administration, Life Safety Renovations, Battle Creek MI, Section F, Project #9	2009	2010
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Engineering Project Manager for the renovation of the HVAC, lighting system and new egress stairways. Project involved the preparation of construction drawings, specification and design analysis to correct Life-Safety deficiencies in 4 patients' care buildings. The HVAC diffusers and lighting fixtures were replaced with "suicide-resistant" equipment. Investigated and resolved the corrosion of the sprinkler heads. Construction Cost: \$1.5M.		
d.	Greektown Casino Hotel and Parking Garage, Detroit, MI, Section F, Project #6	2006	2009
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Engineering Project Manager responsible for the planning, civil, electrical, backup power, mechanical, plumbing.. security study and design the for the new parking hotel/structure. Construction Cost 168M		
e.	Gomper PK-8 School, Detroit Public Schools, Detroit, MI, Section F, Project # 10	2010	2011
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Engineering Project Manager responsible for managing the design of a 236,000 SF design build school building, which achieved LEED Silver. The new 2 story school consolidated and replaced 3 older schools. These new state of the art schools were designed with common areas that separate the PK-5 and middle school students with separate wings in the buildings. The site design included parking lots, roadways, access drives, playscapes, retaining walls, storm, sanitary and combined sewers, watermains and utilities. Construction Cost: Gompers \$22M		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME Elton C. Anderson, AIA	13. ROLE IN THIS CONTRACT Architecture Project Manager (Architecture)	14. YEARS EXPERIENCE	
		a. TOTAL 45	b. WITH CURRENT FIRM 5

15. FIRM NAME AND LOCATION (City and State)
ABE Associates, Inc. – Detroit, Michigan

16. EDUCATION (DEGREE AND SPECIALIZATION) Bachelor of Architecture - University of Detroit - 1972 Master of Architecture and Urban Planning – U of D - 1973	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Architect in Michigan
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18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)
Elton C. Anderson is a seasoned professional with diversified experience in the field of architecture particularly on large programs and projects. Mr. Anderson has senior project management, architectural programming and strategic planning skills. He has lived and worked in Europe, Africa and the Middle East. He has extensive experience on airport projects, k-12 education, colleges and university projects, research and development, health care, transportation and multifamily housing. Elton taught architectural design at the University of Detroit-Mercy for 4 years. Mr. Anderson is highly adept at Building Information Modeling (BIM).
Professional Affiliations: U.S Green Building Council, Detroit Regional Chapter
City of Detroit Human Rights Commission, Past Chairman
National Organization of Minority Architects (NOMA), Past National Executive
Member UDM Architectural Alumni Association, Past Board Member

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
a.	M-1 Rail Penske Technical Center Detroit, MI, Section F, Project #7	2015	Current
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Architect/Principal, for the delivery of architectural design, client liaison, quality assurance. Project is a new maintenance and repair facility for urban rail cars servicing the city of Detroit along its main vehicular corridor. The building is a two-story masonry/steel structure with offices on the first floor. Three (3) bays are provided to receive the rail cars for maintenance above and below the cars, as well as a wash bay. Project Cost \$10.9M	[X] Check if project performed with current firm	
b.	Pontiac Schools Energy Conservation Program Pontiac, MI	2014	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Responsible for project over-sight for energy conservation projects performed by the general contractor on over 22 schools of the District; Reviewing construction permits to the state of Michigan, the work, approving certificates for payment submitted by the general contractor. Boiler replacements, 1Million sq. ft. of roofing replacement, steam system and control upgrades were major components of the program. Project Cost \$18.6M	[] Check if project performed with current firm	
c.	East English Village Preparatory Academy Detroit, MI	2011	2013
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Executive/Principal responsible for planning and managing the delivery of design and construction documents for a new, two-story 221,000 sq. ft. high school serving 1800 students. The school is LEED Gold certified. Project Cost: 56M	[] Check if project performed with current firm	
d.	Wayne State University Engineering Development Center Detroit, MI	2009	2010
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Principal Architectural Programmer; responsible for establishing budget and meeting with engineering department heads to determine space and building systems needs for the design of this 70,000 sq. ft. multi-use engineering facility. Research laboratories include nano-technology, SIMS, MIMS research. Project Cost: \$27M	[] Check if project performed with current firm	
e.	Gompers PK-8 School, Detroit, MI, Section F, Project #8	2008	2010
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Executive/Principal responsible for planning and managing the delivery of design and construction documents for a new, two-story 221,000 sq. ft. high school serving 1800 students. The school is LEED Gold certified. Project Cost: 22M	[] Check if project performed with current firm	

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

12. NAME Mike Gholami, PE	13. ROLE IN THIS CONTRACT Electrical Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 33	b. WITH CURRENT FIRM 10

15. FIRM NAME AND LOCATION (City and State)
ABE Associates, Inc. – Detroit, Michigan

16. EDUCATION (DEGREE AND SPECIALIZATION) BS, Electrical Engineering	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Engineer - Michigan, Electrical.
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18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)
ORGANIZATIONS: Illumination Engineering Society of North America, Instrumentation Society of America

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
a.	M-1 Rail Penske Technical Center Detroit, MI Section F, Project #7	2015	2016
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Electrical Engineer for the electrical and power design of a new rail streetcar vehicle maintenance storage facility. Project involved the preparation of design-build construction drawings, specifications, design analysis and design coordination with other rail design build projects which interfaces with the new 18,000 SF facility. Construction Cost: \$10.9M.	<input checked="" type="checkbox"/> Check if project performed with current firm	
b.	Veteran Administration, Life Safety Renovations, Battle Creek MI, Section F, Project #9	2009	2010
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Provided the electrical design for the renovation of the HVAC, lighting system and new egress stairways. Project involved the preparation of construction drawings, specification and design analysis to correct Life-Safety deficiencies in 4 patients' care buildings. The HVAC diffusers and lighting fixtures were replaced with "suicide-resistant" equipment. Investigated and resolved the corrosion of the sprinkler heads. Construction Cost: \$1.5M. .	<input type="checkbox"/> Check if project performed with current firm	
c.	Historic Fort Wayne Collections Resource Center, Detroit, MI (US Army Base), Section F, Project #8	2012	TBD
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Electrical Engineer responsible for the electrical design for the renovation of the Army building converted into a museum standard storage facility for storage of historical artifacts. Renovated 95,000 SF with 20,000 SF of new addition. 30,000 SF of renovated building to house Tuskegee Airman Artifacts. Work includes lighting, power, back up generator, security and parking lot lighting. Professional services: \$400K.	<input type="checkbox"/> Check if project performed with current firm	
d.	Coleman A. Young Municipal Airport, Electrical and Emergency Generator, Section F, Project #6	2015	2016
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Provided electrical study and design the for demolition of the existing generator installation of a neww 200 kw natural gas generator. The new generator design included a 200kw load bank and an 800 A ATS. The generator is designed to provide power to the airfield lighting system in the event of the airport experiencing a power outage Construction Cost 0.120M	<input type="checkbox"/> Check if project performed with current firm	
e.	Gompers PK-8 School, Detroit, MI. Section F, Project #8	2011	2011
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Provided the electrical design of the 236,000 SF design build school buildings, which achieved LEED Silver. The new 2 story school consolidated and replaced 3 older school buildings. These new state of the art school was designed with common areas that separate the PK-5 and middle school students with separate wings in the buildings. Construction Cost: Gompers \$22M	<input type="checkbox"/> Check if project performed with current firm	

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

12 NAME Tony Aina, PE		13 ROLE IN THIS CONTRACT Mechanical Engineer		14 YEARS EXPERIENCE	
				a TOTAL 34	b WITH CURRENT FIRM 10
15 FIRM NAME AND LOCATION (City and State) Sharp- ABE - Tampa, Florida ABE Associates, INC. - Detroit, Michigan					
16 EDUCATION (DEGREE AND SPECIALIZATION) BS, Mechanical Engineering			17 CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Engineer - Michigan, Mechanical.		
18 OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc) ORGANIZATIONS:					

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
a.	M-1 Rail Penske Technical Center Detroit, MI Section F, Project #7	2015	2016
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Mechanical Engineer for the HVAC, plumbing, piping of a new rail streetcar vehicle maintenance storage facility. Project involved the preparation of design-build construction drawings, specifications, design analysis and design coordination with other rail design build projects which interfaces with the new 18,000 SF facility. Construction Cost: \$10.9M.		
	<input checked="" type="checkbox"/> Check if project performed with current firm		
b.	Veteran Administration, Life Safety Renovations, Battle Creek MI, Section F, Project #9	2009	2010
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Provided the mechanical design review for the renovation of the HVAC. Project involved the preparation of construction drawings, specification and design analysis to correct Life-Safety deficiencies in 4 patients' care buildings. The HVAC diffusers and lighting fixtures were replaced with "suicide- resistant" equipment. Investigated and resolved the corrosion of the sprinkler heads. Construction Cost: \$1.5M.		
	<input type="checkbox"/> Check if project performed with current firm		
c.	Historic Fort Wayne Collections Resource Center, Detroit, MI (US Army Base), Section F, Project #8	2012	TBD
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Mechanical Engineer responsible for the mechanical design for the renovation of the Army buildings converted into a museum standard storage facility for storage of historical artifacts. Renovated 95,000 SF with 20,000 SF of new addition. 30,000 SF of renovated building to house Tuskegee Airman Artifacts. Work includes lighting, power, back up generator, security and parking lot lighting. Professional services: \$400K.		
	<input type="checkbox"/> Check if project performed with current firm		
d.	Coleman A. Young Municipal Airport, Electrical and Emergency Generator, Section F, Project #6	2015	2016
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Provided mechanical needs study and design the for demolition of the existing generator and installation of a new 200 kw natural gas generator. The new generator design included a 200kw load bank and an 800 A ATS. The generator is designed to provide power to the airfield lighting system in the event of the airport experiencing a power outage Construction Cost 0.120M		
	<input type="checkbox"/> Check if project performed with current firm		
e.	Gompers PK-8 School, Detroit, MI. Section F, Project #8	2011	2011
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Provided the Mechanical design of the 236,000 SF design build school buildings, which achieved LEED Silver. The new 2 story school consolidated and replaced 3 older school buildings. These new state of the art school was designed with common areas that separate the PK-5 and middle school students with separate wings in the buildings. Construction Cost: Gompers \$22M		
	<input type="checkbox"/> Check if project performed with current firm		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

12 NAME Juan Snead, PE	13 ROLE IN THIS CONTRACT Structural Engineer	14 YEARS EXPERIENCE	
		a TOTAL 25	b WITH CURRENT FIRM 9

15 FIRM NAME AND LOCATION (City and State)
ABE Associates, Inc. – Detroit, Michigan

16 EDUCATION (DEGREE AND SPECIALIZATION) BS, Civil Engineering MS, Civil Engineering	17 CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Engineer - Michigan, Structural
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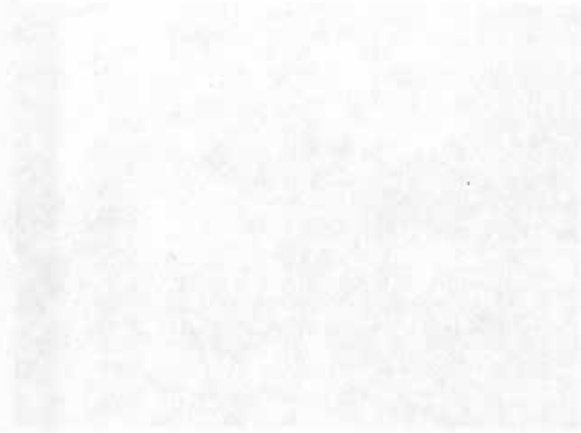
18 OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)
ORGANIZATIONS:

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
a.	M-1 Rail Penske Technical Center Detroit, MI Section F, Project #7	2015	2016
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Structural Engineer for the building, foundation and footing of a new rail streetcar vehicle maintenance storage facility. Project involved the preparation of design-build construction drawings, specifications, design analysis and design coordination with other rail design build projects which interfaces with the new 18,000 SF facility. Construction Cost: \$10.9M.	<input checked="" type="checkbox"/> Check if project performed with current firm	
b.	Veteran Administration, Life Safety Renovations, Battle Creek MI, Section F, Project #9	2009	2010
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Provided the structural design review in support of the stairwell improvements. Project involved the preparation of construction drawings, specification and design analysis to correct Life-Safety deficiencies in 4 patients' care buildings. Construction Cost: \$1.5M. .	<input type="checkbox"/> Check if project performed with current firm	
c.	Historic Fort Wayne Collections Resource Center, Detroit, MI (US Army Base), Section F, Project #8	2012	TBD
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Structural Engineer responsible for the structural design for the renovation of the Army buildings converted into a museum standard storage facility for storage of historical artifacts. Renovated 95,000 SF with 20,000 SF of new addition. 30,000 SF of renovated building to house Tuskegee Airman Artifacts. Work includes architectural, structural, mechanical, lighting, power, back up generator, security and parking lot lighting. Professional services: \$400K.	<input type="checkbox"/> Check if project performed with current firm	
d.	Coleman A. Young Municipal Airport, Electrical and Emergency Generator, Section F, Project #6	2015	2016
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Provided structural needs study and design the supports to house the intake and exhaust for the new generator. The project consisted of the demolition of the existing generator and installation of a new 200 kw natural gas generator. The new generator design included a 200kw load bank and an 800 A ATS. The generator is designed to provide power to the airfield lighting system in the event of the airport experiencing a power outage Construction Cost 0.120M	<input type="checkbox"/> Check if project performed with current firm	
e.	Gompers PK-8 School, Detroit, MI. Section F, Project #8	2011	2011
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Provided the structural design of the new school, footings and foundation for the 236,000 SF design build school buildings, which achieved LEED Silver. The new 2 story school consolidated and replaced 3 older school buildings. These new state of the art school was designed with common areas that separate the PK-5 and middle school students with separate wings in the buildings. Construction Cost: Gompers \$22M	<input type="checkbox"/> Check if project performed with current firm	

Item 15 - Firm Name and Location

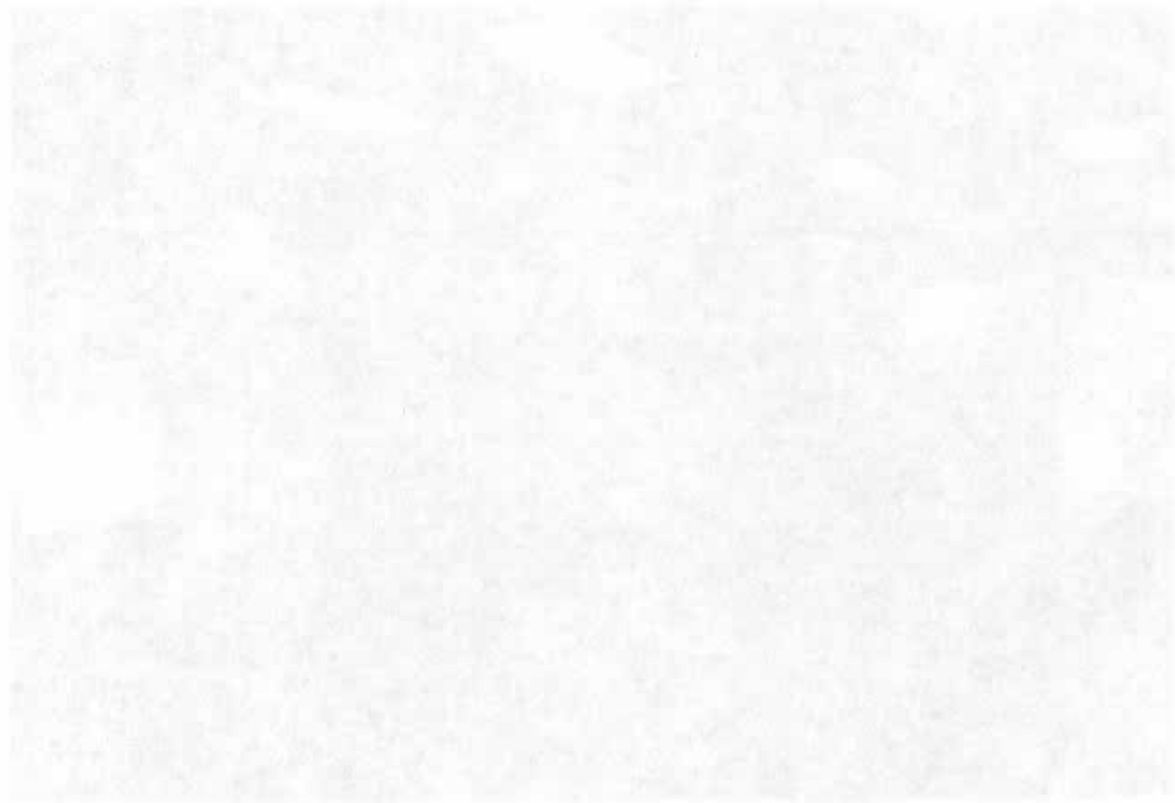
15. FIRM NAME AND LOCATION (City and State)
Sharp- ABE - Tampa, Florida



City: Tampa
State: Florida
Address: 10000
Phone: 813-288-1000

Item 16 - Description of Work

The work to be performed under this contract is the design and construction of a new bridge structure over the existing roadway. The bridge is to be constructed in accordance with the plans and specifications provided by the Florida Department of Transportation. The contractor is to provide all materials, labor, and equipment necessary for the completion of the project. The project is to be completed within the specified time frame and budget.



Signature: _____
Date: _____

Detroit Building Authority
Capital Improvements at Southfield Yard

St. Clair Shores Senior Center Expansion

Primary Contact

Name: Liz Koto
Address: 20000 Stephens Street
St. Clair Shores, MI 48080
Telephone: (586) 447-3340



Description of Project:

Ground up construction of 3,000 square foot activity center expansion. Project consisted of relocation of existing underground utilities to service the new activity center. Addition was steel framed steel framed structure with masonry veneer and asphalt shingle roof. Interior included all new layout, new HVAC, electrical and plumbing to service the new addition, as well as all new finishes throughout the space. Project also included interior improvements to 7,000 square feet of the existing Senior Center facility to better accommodate it's patrons. Interior improvements included modifications to the existing floor plan, reworking of existing HVAC, electrical and plumbing services, upgrades to the existing kitchen including new food service equipment, as well as all new finishes throughout the renovated space.



Detroit Building Authority
Capital Improvements at Southfield Yard

Platinum Medical Offices

Primary Contact

Name: Mike Piette
Address: 5500 Auto Club Drive
Dearborn, MI 48126
Telephone: (248) 766-8337



Description of Project:

20,000 square foot interior renovation. Cross worked closely with Hobbs + Black, the architect on the project to develop the design of the new office space. Project included complete interior renovation of the majority of the 2nd Floor as well as a portion of the 3rd Floor to house new medical office suites. Project included complete demolition of the existing space and all all new floor plan layout. All new HVAC, electrical and plumbing throughout the spaces, as well as all new finishes throughout. Multiple aluminum glazed curtain walls were installed to provide an open site line throughout the 2nd Floor as well as certain specific amenities such as fire places and cloud ceilings were installed to provide a welcoming environment to all patrons. Cross was under a tight deadline on this project and was able to meet the required 90 day timeline.



Northwest Ohio Psychiatric Hospital
Dietary Kitchen Renovation

Primary Contact

Name: Kevin Russell
Address: 930 South Detroit Avenue
Toledo, OH 43614
Telephone: (614) 657-1124



Description of Project:

Complete interior demolition of existing Kitchen as well as demolition at location of new Kitchen to provide larger food preparation areas. Project included removal of all existing finishes throughout the work space as well as removal and rerouting of existing Electrical, HVAC & Plumbing services throughout. All new floor plan layout to provide the staff with ample space to prepare meals for it's resident's. Project also included all new finishes throughout the space as well as all new food service equipment. Project also included coordination of and relocation of existing kitchen staff to ensure that down time was mitigated as much as possible. Project completed in July of 2017.



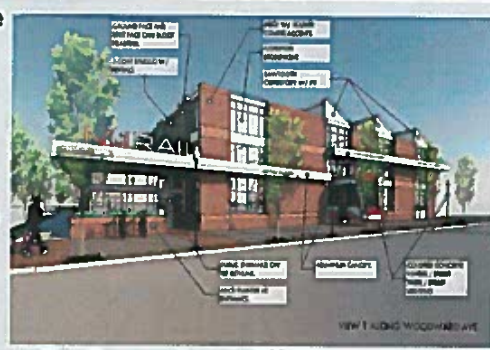
F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>	20. EXAMPLE PROJECT KEY NUMBER
	7

21. TITLE AND LOCATION (City and State) M-1 Rail Vehicle Maintenance Storage Facility, FTA and USDOT Funded, Detroit, MI	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
	2015	Current

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
M-1 Rail	Sommer Woods	800.511.3931

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Designed a one story vehicle maintenance storage facility 18,000 SF in size utilizing the design/ build delivery method. The selection of our firm was based on a RFP design competition to provide a building that met the administrative, design and construction requirements set forth on the basis of design. A major component of the award was based on the providing design sensitivity for a building that fit into the community setting. A rendering of the building design was presented that was considered the best fit for the community, meeting the requirements of the historical facade of the project corridor and addressed design charette input. The civil work included roads, rail design, grading, utility design, parking lot, walkways, utility relocations, storm, sanitary, water design. were provided with card readers for entry into parking areas and the building.



- SPECIALIZED EXPERIENCE**
- ✓ Project management
 - ✓ Architecture
 - ✓ Landscape architecture
 - ✓ Interior design
 - ✓ Mechanical design
 - ✓ Electrical design
 - ✓ Communications design
 - ✓ Civil design
 - ✓ Land survey
 - ✓ Integration of security measures
 - ✓ Design-build delivery
 - ✓ Planning
 - ✓ Programming
 - ✓ Warranty inspections
 - ✓ Traditional CAD design
 - ✓ Energy/water efficiency
 - ✓ Buy America

SCOPE OF SERVICES / WORK PERFORMED

- Architectural design, landscape architecture and interior design
- MEP, structural, civil engineering and land surveying
- Fire Protection
- Equipment Design

VALUE TO GOVERNMENT

The project provides a VMSF that efficiently meets the M1 needs while satisfying the sensitive historical aspects, community input and project objectives. The layout of the site affords the functionality of providing train parking from visitor/employee parking and a secure parking area for the trains with the site.

- SIZE / COST / SCHEDULE**
- Size: 18,000 SF
 - Total Cost: \$10.9M
 - Fee: \$517K
 - Schedule: 2010 to 2011

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	1) FIRM NAME	2) FIRM LOCATION (City and State)	3) ROLE
a.	Huron-ABE	Detroit, MI	PM, Architecture, Civil Engineering, MEP engineering, Structural Engineering, interiors, landscape design

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>	20. EXAMPLE PROJECT KEY NUMBER
	8

21. TITLE AND LOCATION (City and State) Historic Fort Wayne Revenue Collections Center, Detroit Building Authority, Detroit, MI (Retired Army Base, Historic Site)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
	2012	Pending Funding

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Detroit Building Authority	b. POINT OF CONTACT NAME Donna Rice	c. POINT OF CONTACT TELEPHONE NUMBER 313.224.4599

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Development of the Historic Fort Wayne Revenue Collection Center highlights a unique collaboration between the Detroit Building Authority (DBA) and the Tuskegee Airmen to program and transform 2 Army buildings into a museum standard storage facility to house historical artifacts and display Tuskegee Airmen Artifacts. This required close coordination between the Detroit Historical Commission, Tuskegee Airmen and the DBA to develop a program and design that meet the requirements of the 3 entities. One Army building was demolished to provide additional parking and selective demolition was performed on the 2 Army buildings.

Functional spaces include conference room, photographic laboratory, library, storage areas, lunch room, rest rooms, overhead crane, car wash, offices, air lock and holding rooms with walk in freezer and veiwing areas for historical artifacts.

The building to house the Tuskegee Airmen Artifacts was 30,000 SF in size. A state of the art climate system was provided to maintain constant temperature and humidity with datta loggers and alarms to sound when the temperature or humidity falls outside the specified range. Standby power to operate the entire building and a security system were designed.

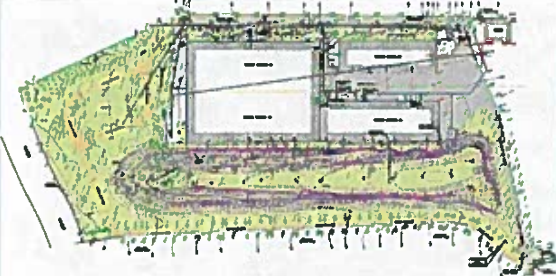
Civil design includes roads, parking lots, storm and sanitary sewers, site design.

SCOPE OF SERVICES / WORK PERFORMED

- Architecture
- Interior Design
- MEP Engineering
- Structural Engineering
- Civil Engineering
- Land Surveying and Hydrographic Surveying
- Geotechnical Engineering
- Environmental Engineering

VALUE TO GOVERNMENT

This project provides a Resource Collection Center that efficiently meets the DBA needs while satisfying unique historical design and aesthetic standards. The Center incorporates innovative and sustainable design features that demonstrates efficiency in space use, maintainability and energy consumption.



SPECIALIZED EXPERIENCE

- ✓ Project Management
- ✓ Utilities design
- ✓ Architecture
- ✓ Interior design
- ✓ Mechanical Design
- ✓ Electrical Design
- ✓ Communications design
- ✓ Cost estimating
- ✓ Geotechnical investigation
- ✓ Civil Design
- ✓ Schematic design
- ✓ Programming
- ✓ Structural Design
- ✓ Security Design
- ✓ Land Survey
- ✓ Hydrographic Survey
- ✓ Fire Protection Design
- ✓ Charette/Concept Designs
- ✓ Energy/water efficiency
- ✓ Plumbing Design
- ✓ Recovered/recycled
- ✓ Environmental Engineering

SIZE / COST / SCHEDULE

- Size: 215,000 SF
- Total Cost: \$11M
- Schedule: 2007 to 2010

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Huron-ABE	Detroit, MI	Architecture, Civil Engineering, MEP Engineering, Structural Engineering, Geotechnical Engineering, Land Survey, Environmental Engineering, Interior Design, Hydrographic Survey

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>	20. EXAMPLE PROJECT KEY NUMBER
	10

21. TITLE AND LOCATION (City and State) Gompers Pk-8 -* School, U.S. Department of Education, Detroit Public Schools, Detroit, MI	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2010	CONSTRUCTION (if applicable) 2011

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Detroit Public Schools	b. POINT OF CONTACT NAME Chris Jefferson, PM	c. POINT OF CONTACT TELEPHONE NUMBER 734.772.4508

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Designed 2- two story facilities 236,000 SF each utilizing the design/ build delivery method. The schools were designed simultaneously which achieved LEED Silver. The schools were constructed on different sites with a unique challenge at each site. Each school was built on a site that had an existing school on it to be demolished and replaced with a new school. The hazardous materials in the buildings were abated prior to demolition and third party monitoring performed during abatement. The buildings and utilities were decommissioned prior to demolition.



This civil work included roads, walkways, playscapes, grading, utility design, relocations of existing utilities, design of storm sanitary and water. Access gates were provided with card readers for entry into parking areas and the building.

SCOPE OF SERVICES / WORK PERFORMED

- Architectural design, landscape architecture and interior design
- MEP, structural, civil engineering and land surveying
- Commissioning of MEP systems
- LEED specification and oversight



VALUE TO GOVERNMENT

ABE Associates, Inc. utilized an integrated sustainable design approach to develop a healthy, safe and productive work environment for the students, employees and visitors.

The building's mechanical system utilizes a hybrid geothermal system to provide maximum controllability and flexibility while maintaining high energy performance. The roofing and exterior walls are designed to provide maximum insulation to reduce energy consumption. The layout of the site affords the functionality of separating visitor parking from employee and secured parking areas. Additionally, 75% of the construction waste was recycled.

AWARDS

- LEED Silver certification

Construction Cost
Gompers \$22M

SPECIALIZED EXPERIENCE

- ✓ Project management
- ✓ Architecture
- ✓ Landscape architecture
- ✓ Interior design
- ✓ Mechanical design
- ✓ Electrical design
- ✓ Communications design
- ✓ Civil design
- ✓ Land survey
- ✓ Integration of security measures
- ✓ Commissioning
- ✓ Design-build delivery
- ✓ Planning
- ✓ Programming
- ✓ NEPA documents
- ✓ On-site partnering
- ✓ Warranty inspections
- ✓ O&M manuals
- ✓ Traditional CAD design
- ✓ Energy/water efficiency
- ✓ Recovered/recycled materials
- ✓ Reduction of waste and toxic substances
- ✓ Efficiency in resource and materials utilization
- ✓ LEED design/certification

SIZE / COST / SCHEDULE

- Size: 572,000 SF
- Total Cost: \$22M
- Fee: \$0.75M
- Schedule: 2010 to 2011

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Huron-ABE	Detroit, MI	PM, Architecture MEP engineering, LEED consulting Civil engineering Structural, interiors, landscape

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project)</i>	20. EXAMPLE PROJECT KEY NUMBER
	3

21. TITLE AND LOCATION (City and State) Clark Park PK-* Schools, U.S. Department of Education, Detroit Public Schools, Detroit, MI	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2010	CONSTRUCTION (If applicable) 2011

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Detroit Public Schools	b. POINT OF CONTACT NAME Chris Jefferson, PM	c. POINT OF CONTACT TELEPHONE NUMBER 734.772.4508

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Designed 2- two story facilities 236,000 SF each utilizing the design/ build delivery method. The schools were designed simultaneously which achieved LEED Silver. The schools were constructed on different sites with a unique challenge at each site. Each school was built on a site that had an existing school on it to be demolished and replaced with a new school. The hazardous materials in the buildings were abated prior to demolition and third party monitoring performed during abatement. The buildings and utilities were decommissioned prior to demolition.



This civil work included roads, walkways, playscapes, grading, utility design, relocations of existing utilities, design of storm sanitary and water. Access gates were provided with card readers for entry into parking areas and the building.

SCOPE OF SERVICES / WORK PERFORMED

- Architectural design, landscape architecture and interior design
- MEP, structural, civil engineering and land surveying
- Commissioning of MEP systems
- LEED specification and oversight



VALUE TO GOVERNMENT

ABE Associates, Inc. utilized an integrated sustainable design approach to develop a healthy, safe and productive work environment for the students, employees and visitors.

The building's mechanical system utilizes a hybrid geothermal system to provide maximum controllability and flexibility while maintaining high energy performance. The roofing and exterior walls are designed to provide maximum insulation to reduce energy consumption. The layout of the site affords the functionality of separating visitor parking from employee and secured parking areas. Additionally, 75% of the construction waste was recycled.

AWARDS

- LEED Silver certification

Construction Cost
Gompers \$22M

SPECIALIZED EXPERIENCE

- ✓ Project management
- ✓ Architecture
- ✓ Landscape architecture
- ✓ Interior design
- ✓ Mechanical design
- ✓ Electrical design
- ✓ Communications design
- ✓ Civil design
- ✓ Land survey
- ✓ Integration of security measures
- ✓ Commissioning
- ✓ Design-build delivery
- ✓ Planning
- ✓ Programming
- ✓ NEPA documents
- ✓ On-site partnering
- ✓ Warranty inspections
- ✓ O&M manuals
- ✓ Traditional CAD design
- ✓ Energy/water efficiency
- ✓ Recovered/recycled materials
- ✓ Reduction of waste and toxic substances
- ✓ Efficiency in resource and materials utilization
- ✓ LEED design/certification

SIZE / COST / SCHEDULE

- Size: 572,000 SF
- Total Cost: \$22M
- Fee: \$.75M
- Schedule: 2010 to 2011

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	ABE Associates, Inc.	Detroit, MI	PM, Architecture MEP Engineering, LEED Consulting Civil Engineering, Structural, interiors, Landscape Design, Surveying

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>	20. EXAMPLE PROJECT KEY NUMBER
	14


21. TITLE AND LOCATION (City and State) Suburban Mobility Authority For Regional Transportation A-E IDIQ, FTA Funded, Detroit, MI	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2006	CONSTRUCTION (if applicable) 2009

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Suburban Mobility Authority For Regional Transportation (SMART)	b. POINT OF CONTACT NAME Charles Couwler	c. POINT OF CONTACT TELEPHONE NUMBER 313.223.2138

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Under a SMART Blanket Purchase Agreement, ABE Associates, Inc. provided full architectural and engineering expertise for the completion renovations and additions of the building systems for the following four SMARTI buildings:

- Roval Oak Terminal Building, Royal Oak, MI (25,488 SF)
- Oakland Terminal Building, Troy, MI (155,045 SF)
- Hein Building, Clinton Township, MI (53,145 SF)
- Wayne Terminal Building, Inskter, MI (166,060 SF)



Wayne Terminal Building

The building uses include administrative offices, conference rooms, bus maintenance facilities, bus storage facilities.

SCOPE OF SERVICES / WORK PERFORMED

- Architecture, including MEP systems
- Structural Engineering
- Civil Engineering
- Land Surveying
- Evaluation of Building, MEP systems, structural including lighting.

VALUE TO GOVERNMENT
Through site inspections, data collection and design of energy-consuming mechanical and electrical systems, the program identified 30 potential ECMs overall, including 12 with payback of less than 5 years.

SPECIALIZED EXPERIENCE

- ✓ Project management
- ✓ Architecture
- ✓ Multiple simultaneous task orders
- ✓ Scheduling
- ✓ A-E and government partnering
- ✓ Multidiscipline design & consulting
- ✓ Mechanical engineering
- ✓ Electrical engineering
- ✓ Feasibility and concept studies
- ✓ Engineering studies and site investigations
- ✓ Structural Engineering
 - ✓ Facility condition assessment
- ✓ CADD drawings using AutoCAD
- ✓ CADD delivered as PDFs
- ✓ Files delivered on CD-ROM / DVD

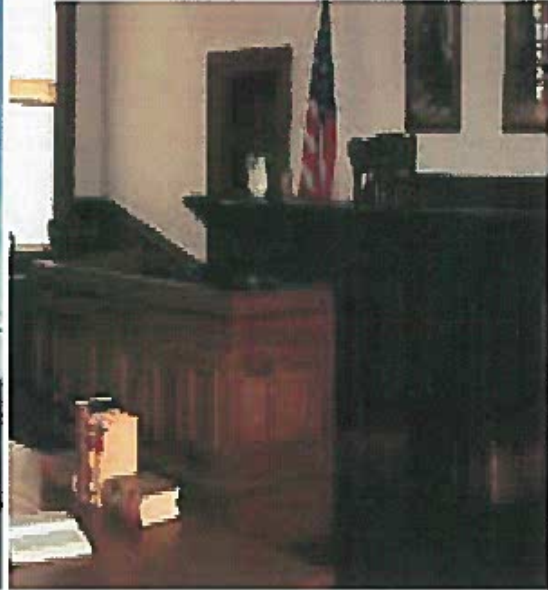
SIZE / COST / SCHEDULE

- Size: More than 399K SF total
- Total Cost (fee): \$378K • Schedule: 2006 to 2009

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	ABE Associates, Inc.	Detroit, MI	Architecture, Civil Engineering, MEP Engineering, Structural Engineering, Land Surveying

WAYNE COUNTY PROBATE COURT

Detroit, Michigan



Description: Architectural/Engineering Condition Assessment and Design Services

Wayne County Probate Court, MI: Project Executive/Principal responsible for providing architectural programming and design services to evaluate and renovate spaces on the 9th, 12th, 13th and 14th floors of the Coleman A. Young Building. The work included the evaluation of all six (6) courtrooms and their associated ancillary spaces.

The goal of the client was to improve its service to the public by providing a reorganized floor plan that allows easier flow from one space to the next. The solution that was developed involved reorganizing the space to allow the client to go from the elevator directly to the first department necessary to start the probate process. My staff and I wrote the construction contract and conducted the construction contractor selection interview process. This included evaluating RFP responses of the construction proponents. Later, we also performed the same duties regarding furniture vendors.

Size: 60,000 SF

Cost: \$500,000

Owner: Wayne County Probate Court

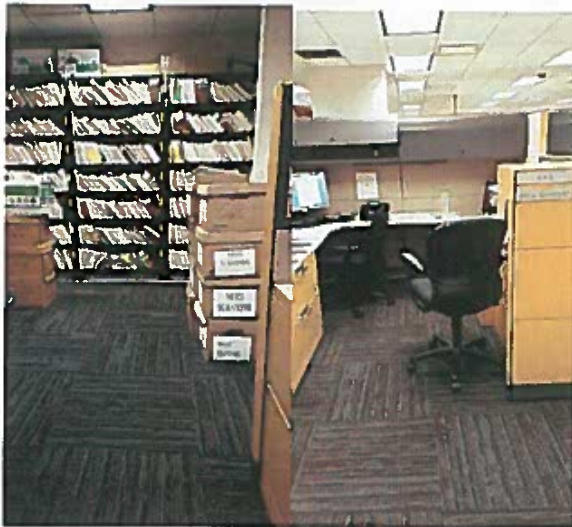
Point of Contact: Leonard Thomas, PM Phone: 313-401-1620

Milestone Dates: 2004-2006

Key Personnel: Elton Anderson, AIA

WAYNE COUNTY PROSECUTOR'S OFFICE

Detroit, Michigan



Description: Architectural/Engineering Facilities Condition Assessment and Design Services

Performed a facility assessment of the existing project area and prepared the design documents to renovate 60,000 sq. ft. of the 10th, 11th and 12th floors of the Frank Murphy Hall of Justice for the Prosecutor. The goal of the client was to improve the image of the Office to attract and keep quality attorney's coming out of law school. The solution developed involved re-organizing the space to provide enclosed offices on the perimeter of each floor and work-stations for interior spaces. The exterior offices were provided with glass fronts to allow light to enter the interior work-station spaces. Building systems that were upgraded include fire protection, central lobbies, toilet rooms, electrical power and lighting, HVAC system and signage.

The project schedule was very aggressive, with construction documents being required for completion in 21 business days. This included programming as well. The construction schedule was aggressive as well, having to be completed in 6 months.

A Move Management Plan had to be developed, because the occupants were to remain in the spaces while renovation was occurring in adjacent spaces. Some occupants have to be moved twice, requiring an additional step of renovation coined 'Buff and Shine' that allowed for touch-up of spaces that were temporarily occupied by transient users.

Elton Anderson Associates was commissioned to complete the facility condition assessment and prepare design documents to renovate 60,000 sq. ft. of the 10th, 11th and 12th floors of the Frank Murphy Hall of Justice for the Prosecutor. The goal of the client was to improve the image of the Office to attract and keep quality attorney's coming out of law school. The solution developed involved re-organizing the space to provide enclosed offices on the perimeter of each floor and work-stations for interior spaces. The exterior offices were provided with glass fronts to allow light to enter the interior work-station spaces. Building systems that were upgraded include fire protection, central lobbies, toilet rooms, electrical power and lighting, HVAC system and signage.

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
 (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20 EXAMPLE PROJECT
KEY NUMBER

#10

21. TITLE AND LOCATION (City and State)

Greektown Casino Hotel and Parking Structure
Detroit, MI

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
2007-2008	2007-2008

23 PROJECT OWNER'S INFORMATION

a PROJECT OWNER

Greektown Casino

b POINT OF CONTACT NAME

Matt Jobin

c POINT OF CONTACT TELEPHONE NUMBER

(248) 353-5080

24 BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (include scope, size, and cost)

ABE was a part of the team for the design and construction of the new 30 story high-rise hotel and 12-story 3,500 space parking garage.

Designers worked around existing structures to integrate this casino expansion and a new 400 room high-rise hotel into historic Greektown District of Detroit. The exterior architectural image of the hotel design is represented by a contrast of two major forms. The lower, pedestrian-oriented floors are faced with traditional brick, chosen to match the historic mix of early 20th century facades of Greektown so as not to dominate the existing streetscapes. A few floors up, a 30-story hotel tower "explodes" from the base rising to its full height in shimmering modernist simplicity. The bold new tower is articulated by contemporary faceted glass, lighting, and signage, while a mostly brick 3500-car parking garage connects to the hotel base. The overall design composition is being crafted to draw visitors in, communicate fun and excitement, and provide a memorable guest experience for Greektown visitors.



Relevance to This Contract

- Project Management
- Architectural Design / Programming / Space Planning
- Civil Engineering / Surveying / Geotechnical
- Mechanical Engineering / Energy Modeling
- Electrical Engineering
- Structural Engineering / Force Protection
- Fire Protection Engineering / Fire Alarm Design
- Plumbing Engineering
- Environmental Engineering
- Life Safety Analysis / ADA
- Telecommunications / IT / Security Systems
- Cost Estimating / Value Engineering
- Bidding Support / Procurement Support
- Construction Administration Services
- Risk Analysis / Security Consulting
- Quality Assurance / Quality Control

Project Value

\$168M

Key Personnel

- | | |
|---|--|
| <input checked="" type="checkbox"/> Andre Brooks | <input checked="" type="checkbox"/> Joyce Barnes |
| <input checked="" type="checkbox"/> Millard Wright | <input checked="" type="checkbox"/> Abdi Abdillahi |
| <input checked="" type="checkbox"/> Elton Anderson | |
| <input checked="" type="checkbox"/> Tony Aina | |
| <input checked="" type="checkbox"/> Estaban Cebello | |
| <input checked="" type="checkbox"/> Mike Gholami | |
| <input checked="" type="checkbox"/> Dave McNaughton | |
| <input checked="" type="checkbox"/> Juan Snead | |
| <input checked="" type="checkbox"/> Jim Fox | |
| <input checked="" type="checkbox"/> Brian Shimoura | |

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a ABE Associates, Inc.	Detroit, MI	Project Management, Full A/E Design & Construction Administration Services, QA/QC, Cost Estimating, Risk Analysis, Bidding, Permitting

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The project schedule was very aggressive, with construction documents being required for completion in 21 business days. This included programming as well. The construction schedule was aggressive as well, having to be completed in 6 months.

A Move Management Plan had to be developed, because the occupants were to remain in the spaces while renovation was occurring in adjacent spaces. Some occupants have to be moved twice, requiring an additional step of renovation coined 'Buff and Shine' that allowed for touch-up of spaces that were temporarily occupied by transient users.

Size: 60,000 SF Building, 8 acre site

Cost: \$6,800,000

Owner: Wayne County Prosecutor's Office

Point of Contact: Paula Anderson, WC Architect Phone: 313-224-7600

Milestone Dates: 2010-2011

Key Personnel: Elton Anderson, AIA



34133 Schoolcraft Road
Livonia, MI 48150
Office: (734) 286-2244
Fax: (734) 943-6212
www.crossrenovation.com

November 6th, 2017

Detroit Building Authority

Re: Capital Improvements at Southfield Yard
Affirmative Action & Equal Employment Opportunity Policy Statement

To Whom It May Concern,

It is the policy and practice of Cross Renovation, Inc. to assure that no person will be discriminated against, or be denied the benefit of any activity, program or employment process in the areas of recruitment, advertising, hiring, upgrading, promotion, transfer, demotion, lay off, termination, rehiring, employment, rates of pay and/or other compensation.

Cross Renovation, Inc. is an affirmative action/equal opportunity employer and is strongly committed to all policies which will afford equal opportunity employment to all qualified persons without regard to race, color, religious creed, age, marital status, nationality, ancestry, sexual orientation, mental retardation, learning disability, present or past history of mental disorder, or physical disability, including but not limited to, blindness, unless it is shown that such disability prevents performance of the work involved.

This policy and practice applies to all persons, particularly those who are members of the protected classes identified as being Black, Hispanic, Asian American, Native American Indian, Women and Persons With Disabilities. Cross Renovation, Inc. will implement, monitor and enforce this affirmative action policy statement and program in conjunction with all applicable State and Federal laws, regulations and executive orders.

In order to implement our affirmative action program, Cross Renovation, Inc. will develop written strategies and plans designated to correct any deficiencies identified. Managers and supervisory staff will be advised of their responsibilities to ensure the success of this program.

A Stark Enterprises Company

Ultimate responsibility for this affirmative action program will be with the Vice President. The day-to-day duties for the plan will be coordinated by Michael Butcher, who is hereby designated the Equal Employment Opportunity/Affirmative Action Officer for Cross Renovation, Inc.

This affirmative action plan has my total support. I expect each manager, supervisor and employee of this company to aid in the implementation of this program and be accountable for complying with the objectives of the Affirmative Action Plan.

Sincerely,

Cross Renovation, Inc.



Michael Butcher
Vice President



34133 Schoolcraft Road
Livonia, MI 48150
Office: (734) 286-2244
Fax: (734) 943-6212
www.crossrenovation.com

November 6th, 2017

Detroit Building Authority

Re: Capital Improvements at Southfield Yard
Pending Litigation

To Whom It May Concern,

Cross Renovation, Inc. is not currently under any pending or threatened litigation and/or regulatory action, nor do we have any prior history of litigation or regulatory action, that could have an adverse impact on our ability to perform the requested services.

Sincerely,

Cross Renovation, Inc.

Michael Butcher
Vice President

A Stark Enterprises Company

**SECTION 6A – STATEMENT OF QUALIFICATIONS FORM
(ENVELOPE NO. 1 QUALIFICATIONS)**

The Proposing Entity voluntarily submits the following information to confirm and verify the Proposing Entity's qualifications, experience, capacity and ability to provide the full and comprehensive Design/Build Services contemplated and identified in this RFQ/P relative the construction and turnover of the completed Project.

The Proposing Entity is invited to attach to this form additional relevant (non-sales) evidence of qualifications, experience, capacity, or ability to provide the Design/Build Services, including references the Proposing Entity deems appropriate. The DBA requests that such additional information be reasonable in quantity and presentation.

- a) Provide information for at least THREE and not more than _____ projects completed within the last 5 years over \$1M, which included the provision of Design/Build Services involving the coordination of multiple consultants and contractors. Select projects where multiple team members worked together, if possible, that demonstrates the team's capability to perform work similar to that required for this contract. The Project Description for each project should describe the relevance to this Project including special features, such as: customer service centers.

A-1) Project Name ST. CLAIR SHORES SENIOR CENTER EXPANSION
Location ST. CLAIR SHORES, MI
Project Owner CITY OF ST. CLAIR SHORES
Owner Contact: LIZ KOTO phone (586) 447-3340 email _____
Architect of Record PARTNERS IN ARCHITECTURE
Project Description 3,000 SF ADDITION TO EXISTING SENIOR CENTER
7,000 SF INTERIOR RENOVATION OF EXISTING SENIOR CENTER
Gross Project Area (sf) 10,000 SF
Construction Cost / Contract Value \$ \$1,400,000.00
Date of Construction Substantial Completion OCTOBER 2017
LEED Certification _____ Level of Certification _____

A-2) Project Name PLATINUM MEDICAL OFFICES
Location DEARBORN, MI
Project Owner PLATINUM MEDICAL GROUP
Owner Contact: MIKE PIETTE phone (248) 766-8337 email _____
Architect of Record HOBBS + BLACK
Project Description 20,000 SF INTERIOR RENOVATION. INCLUDING ALL NEW LAYOUT
UPGRADES TO EXISTING MEPS AND ALL NEW FINISHES THROUGHOUT.
Gross Project Area (sf) 20,000 SF
Construction Cost / Contract Value \$ 1,200,000.00
Date of Construction Substantial Completion APRIL 2016

LEED Certification _____ Level of Certification _____

A-3) Project Name ROSETTI DRIVE INDUSTRIAL OFFICE
Location LIVONIA, MI
Project Owner SCOTT MCGINNIS
Owner Contact: SCOTT MCGINNIS phone (734) 444-7716 email _____
Architect of Record KRIEGER KLATT
Project Description 4,000 SF ADDITION TO EXISTING FACILITY
20,000 SF INTERIOR RENOVATION
Gross Project Area (sf) 24,000 SF
Construction Cost / Contract Value \$ 1,500,000.00
Date of Construction Substantial Completion PHASE I - FEBRUARY 2016
LEED Certification _____ Level of Certification _____

- b) The Proposing Entity proposes and commits to assign the following individuals to the Key Personnel Positions indicated below for the duration of this Project' (Provide hourly billing rates for each position which include all wages, fringe benefits, bonuses, taxes and insurance, administrative costs, vehicle allowances, corporate overheads and professional fees). Provide a matrix that graphically depicts which Key Personnel worked on the projects listed in section a. The matrix must include the name and role that the person performed on the identified project.

Project Executive (compensation is included in professional fee) MICHAEL BUTCHER
Project Manager DALE MERRIFIELD
Project Architect/Engineer ABE ASSOCIATES
Project Estimator / Procurement BRIAN HUMENAY
Project Superintendent RALPH MORENCI
Assistant Project Superintendent DREW BUTLER
Project Accountant AMY JOHNSON
Document Control RENEE HERDON

Compensation for all positions above the Project Manager shall be included in the professional fee.

- c) Provide the following information:

Corporate Organization Chart (attach) _____
WESTFIELD INSURANCE COMPANY
Surety / Bonding Company J RYAN BONDING
Current Experience Modification Rating: 0.92
Scheduling Program Formats PROPRIETARY INTERNAL SOFTWARE
Project Cost Tracking System PROPRIETARY INTERNAL SOFTWARE

Cross Renovation Subcontract Agreement

CONSTRUCTION SUBCONTRACT AGREEMENT

On this ___ day of _____, 20 ____, _____ [Contractor] and _____, [Subcontractor], HEREBY ENTER into the following Subcontract for Work to be performed on behalf of Contractor by Subcontractor at the Work Site(s) identified in this agreement.

WHEREAS Contractor desires to retain Subcontractor to perform certain contract Work as described in Section 1.1 for the Work Site(s) listed in Section 3.1;

NOW THEREFORE Contractor and Subcontractor agree as follows:

SECTION 1. SUBCONTRACT WORK

1.1 Subcontractor shall be contracted as an independent contractor and shall provide and furnish all labor, materials, tools, supplies, equipment, services, supervision, and administration necessary for the proper and complete performance and acceptance of the following portions of the Work for the Work Site(s):

[Enter scope of work to be performed and edit the underlined items to fit the services to be provided by the particular subcontractor]

SECTION 2. SUBCONTRACTOR PRICE

2.1 In consideration of Subcontractor's performance of this Subcontract Agreement, and subject to the terms and conditions hereinafter set forth, Contractor shall pay to Subcontractor the total sum of _____ dollars (\$000,000.00). Said Subcontract Agreement price is dependent upon the Subcontractor completing the Work as agreed to in this agreement. Should said Work not be completed as agreed, the Subcontract Agreement amount shall be modified accordingly.

2.2. [If applicable, add language for conditions of draw payments and retention. Some states may have specific limits applicable to retention.]

SECTION 3. SPECIAL CONDITIONS

3.1 The Work Site location(s) to which this Subcontract Agreement applies is:

[List the location(s) of all Work Sites included under this Subcontract Agreement.]

3.2 Time is of the essence in the performance of this Agreement. There shall be no extension of time for Subcontractor to perform the Work without the execution of a written amendment to this Agreement.

3.3 The commencement date of this Agreement shall be the effective date of this Agreement as first written above. It is anticipated that the Work of this Agreement shall be substantially completed no later than [Anticipated Completion Date or Number of Days], subject to any adjustments to the Subcontractor's schedule of Work.

3.4 Subcontractor shall begin Work on the date agreed to between the Contractor and Subcontractor and continue until completion unless otherwise instructed by Contractor. Subcontractor shall conduct work in

a prompt, efficient, and effective manner, and shall not cause any delays, either to its own Work or the work of other persons or entities performing on the Work Site(s). Subcontractor shall complete the Work in strict conformance with the scope of Work described in Section 1.1 subject to the understanding that the Work and/or completion date may be amended, changed, or modified, in writing, at any time as agreed to by Contractor and Subcontractor.

3.5 Subcontractor agrees to cooperate with the Contractor in the scheduling of Subcontractor's Work, and to avoid disruptions, interference, delays, conflicts, or other disturbances with respect to Contractor's Work on the Work Site(s). Subcontractor further agrees to cooperate fully with other persons and entities performing or supplying materials on the Work Site(s). Subcontractor shall provide Contractor with immediate notice upon the discovery of any anticipated or actual conflict between the Work of the Subcontractor and any other person or entity performing at the Work Site(s).

3.6 Subcontractor shall submit, as promptly as is practicable any shop drawings, construction data, product information, material samples, and similar submittals, upon request of the Contractor.

3.7 During all phases of the performance of this Agreement, Subcontractor shall perform appropriate clean-up services to keep its work area, and the premises and surrounding area, free from the accumulation of waste and trash materials caused by Work Site operations, and shall leave the premises in a reasonably clean, swept or raked condition. If Subcontractor fails to adequately comply with said clean-up obligations, Contractor may perform the required clean-up by whatever method the Contractor may deem expedient, and may charge the Subcontractor for the reasonable costs of such clean-up. However, Subcontractor is not required to perform clean-up of, nor shall Subcontractor be held responsible for, unclean conditions caused by other persons or entities performing on the Work Site.

3.8 Subcontractor shall perform and provide all necessary precautionary measures to adequately protect Work Site property and the work of other persons or entities performing on the Work Site from damage caused by Subcontractor's performance of the Work required by this Subcontract Agreement. Subcontractor shall be liable for any loss or damage to work in place at the Work Site, or to any equipment and materials at the Work Site, caused by Subcontractor or Subcontractor's agents, employees, or guests.

3.9 By execution of this Agreement, the Subcontractor agrees to be bound by Contractor's Work Site safety program, if any, provided to Subcontractor and to strictly observe all state and U.S. Occupational Safety and Health Administration (OSHA) safety requirements. However, to the extent that any safety rules or guidelines of the Contractor exceed OSHA, state, or local safety regulations and requirements, the Contractor's requirements shall be complied with by Subcontractor. Contractor's safety requirements are in addition to and not in preemption of any federal, state or local statutes, regulations. Subcontractor shall retain sole responsibility, to the fullest extent permitted by law, for the safety of its employees in performance of Subcontractor's Work and for performing such Work in accordance with all laws, rules and regulations, including, but not limited to any Contractor's established Work Site safety program. By establishment of Contractor's Work Site safety program and its mandatory application to the Subcontractor under the terms of this Subcontract Agreement, Contractor does not create any joint responsibility with Subcontractor for the safety of Subcontractor's employees.

3.10 The Subcontractor agrees to comply with all federal and state laws, codes and regulations, and all local and municipal ordinances and regulations effective where the Work is to be performed, and to pay all costs and expenses attributable to such compliance, to pay all fees, licenses, permits, deposits and taxes, including sales and use taxes, and also to pay all taxes imposed by any local or state or federal law due to any applicable tax laws, social security acts, employment insurance acts, unemployment compensation statutes, workers' compensation acts, pensions, benefit trust funds, old age retirement funds or any similar authority insofar as applicable to the performance of this Agreement, and to hold the Contractor harmless from any and all loss or damage occasioned by the failure of the Subcontractor to comply with the terms of this paragraph.

SECTION 4. COMMUNICATION AND NOTICE

4.1 Subcontractor shall be deemed to have received notice of a fact, request, order, or demand when it or its Work Site supervisor is notified, either orally or in writing, or four (4) days after written notice is sent by registered or certified mail addressed to Subcontractor's last known place of business, whichever is sooner.

4.2 Contractor shall be deemed to have received notice of a fact, request, or demand when it or its Work Site supervisor is notified, either orally or in writing, or four (4) days after written notice is sent by registered or certified mail addressed to Contractor at [Insert address], whichever is sooner.

SECTION 5. GOVERNING LAW AND RULES OF CONSTRUCTION

5.1 The validity, interpretation, and performance of this Subcontract Agreement shall be governed by the laws of the jurisdiction where the Work Site is located.

5.2 If any term or provision of this Subcontract Agreement is determined to be invalid, it shall not affect the validity and enforcement of the remaining terms and provisions of this Subcontract Agreement.

5.3 This Subcontract Agreement shall be binding upon and inure to the benefit of the respective successors, assigns, representatives, and heirs of the parties herein.

SECTION 6. AMENDMENT

6.1 This Subcontract Agreement shall only be amended or modified by written document executed by the Contractor and Subcontractor. This Subcontract Agreement supersedes all prior representations made by Contractor.

SECTION 7. INDEMNIFICATION

7.1 Work covered by this Subcontract Agreement done at the site of construction or in preparing or delivering materials or equipment to the site shall be at the risk of Subcontractor exclusively. Subcontractor shall, with respect to all work that is covered by or incidental to this Subcontract Agreement, indemnify, defend and hold Contractor, and its agents and employees, harmless from and against all of the following to the fullest extent permitted by law:

1. Any claim, liability, loss, damage, cost, expense, costs of defense including reasonable attorney's fees, awards, fines, or judgments, provided that said loss arises from death or bodily injury, illness, disease, or damage to or destruction of property, or other loss, damage or expense, including any of the same resulting from the alleged or actual negligent act or omission, regardless of whether such act or omission is active or passive, by Subcontractor or its agents, employees, sub-subcontractors, or anyone else for whose acts Subcontractor may be liable.

2. Any claim, liability, loss, damage, cost, expense, costs of defense including reasonable attorney's fees, awards, fines, or judgments arising by reason of any obligation or indemnity which Contractor has to a purchaser of the completed dwelling(s).

3. It is expressly acknowledged and agreed that each of the foregoing indemnities is independent, and that both shall be given effect. However, Subcontractor shall not be obligated under this Subcontract Agreement to indemnify Contractor with respect to the joint negligence, sole negligence or willful misconduct of Contractor, his agents, employees, servants or subcontractors who are directly responsible to Contractor, excluding Subcontractor.

7.2 Subcontractor shall indemnify and hold Contractor harmless against all liability for claims and liens for labor performed or materials used or furnished to be used on the job, including any costs and expenses for attorney's fees and all incidental and consequential damages resulting to Contractor from such claims or liens. In the event that legal action or other proceeding is brought on such claim or lien, Subcontractor shall defend said suit at its own expense, and will pay and satisfy any such lien or judgment as may be established by the decision of the court, arbitrator, or other reviewing authority in said suit. Subcontractor may opt to litigate claim, provided that Subcontractor causes the effect of said lien or claim to be removed from the premises in advance. Subcontractor agrees that the effect of any such suit, claim, or lien shall be removed from the premises within ten (10) days after written demand from Contractor. Where Subcontractor fails to remove the effect of such suit, claim, or lien in spite of written Contractor request, Contractor may, at its sole option and discretion, use whatever means it deems expedient to cause said lien, suit, or claim to be removed or dismissed, and the cost thereof, together with any reasonable attorney's fees, shall become due and immediately payable by the Subcontractor to the Contractor.

7.3 Notwithstanding any other provisions concerning insurance to be provided by Subcontractor as contained in this Subcontract Agreement or any Subcontractor Agreement Addendum, Subcontractor's indemnity obligations herein shall not be limited in any way by the limits or other terms or conditions of any insurance coverage obtained by Subcontractor, nor by any limitation on the amount or type of damages, nor for benefits or damages payable under workers' compensation, disability benefit, or other employee benefit statutes, regulations, or ordinances.

SECTION 8. INSURANCE AND WAIVER OF SUBROGATION

8.1 Subcontractor agrees to obtain and maintain during the term of this Subcontract Agreement, and for a period of thirty-six (36) months after completion of the Work, commercial general liability insurance, including coverage for ongoing operations and products-completed operations hazard. Contractor shall be named as an Additional Insured under the commercial general liability policy for both ongoing operations and products-completed operations hazard. Further, Subcontractor agrees to obtain and maintain automobile liability insurance for all owned, hired and non-owned vehicles, employers liability insurance, and workers compensation coverage in such amounts of coverage and limits as required by statutory law during the term of this Subcontract agreement. All insurance policies must be underwritten by admitted insurers with an A.M. Best rating of A- or better. If a non-admitted insurer or self insurance fund underwrites any Subcontractor's coverage, such insurers or funds must be approved by Contractor and the Agreement shall then be amended.

8.2 The required insurance coverage, limits and conditions shall be as follows:

Commercial General Liability -Minimum Limits and Terms

ISO Occurrence Form CG 00 01 [edition date 1986 or later] or equivalent –
\$1,000,000 Occurrence / \$1,000,000 General Aggregate and \$1,000,000 Products and Completed
Operations Hazard Aggregate

The policy must include an unaltered definition of an "insured contract" as defined in ISO Form CG 00 01 [edition dates 1986 or later] or equivalent. However, a provision deleting from the definition of "insured contract" any agreement or contract for broad form (Type I) or intermediate form (Type II) indemnity which is prohibited by statute is acceptable.

Contractor must be named as an Additional Insured for Ongoing Operations and Products and Completed Operations Hazard on a primary and non-contributory basis. (ISO form CG 20 10 and CG 20 37 or equivalent) A copy of the endorsements attached to the policy must be provided to Contractor.

Waiver of Subrogation – ISO Form CG 24 04 or equivalent

Subcontractor must continue this coverage for a period of thirty-six (36) months after completion of the Work on behalf of Contractor.

Workers Compensation and Employers Liability Insurance

Workers Compensation – Statutory as required in the states(s) where the Work is being performed. Sole proprietors, partners, officers and directors shall not be excluded from coverage.

Waiver of Subrogation – N.C.C.I. Endorsement Form WC 00 03 13 with Contractor scheduled must be attached to the policy.

Automobile Liability Insurance

Minimum Limits Required: \$500,000 Combined Single Limit or \$250,000/\$500,000/ \$100,000 Split Limits.

Coverage must apply to all owned, non-owned and hired vehicles – Auto Symbol 1 or equivalent.

8.3 Subcontractor shall provide Contractor an acceptable ACORD form 25 (2001/08), Certificate of Liability Insurance, for all insurance required under this Subcontract Agreement prior to commencement of Work. The Certificate shall contain a provision that provides for thirty (30) days written notice prior to cancellation or non-renewal of said policies for any reason other than for non payment of premium. The Certificate must be provided directly from Subcontractor's insurance agent or the insurance company.

8.4 All insurance coverage required under this Subcontract Agreement shall be maintained without interruption or suspension during the entire performance of this Subcontract Agreement, including the supplemental time described in 8.1 for commercial general liability. Subcontractor shall provide Contractor with additional Certificates of Liability Insurance indicating continuation of coverage during the entire performance of this Subcontract Agreement.

8.5 Subcontractor waives all rights of subrogation against Contractor.

SECTION 9. ARBITRATION

9.1 Any and all disputes or claims between the Contractor and the Subcontractor arising out of this Subcontract Agreement shall be resolved by binding arbitration according to the latest Construction Industry Arbitration Rules of the American Arbitration Association. In so agreeing the parties expressly waive their right to a jury trial, if any, on these issues and further agree that the award of the arbitrator shall be final and binding upon them as though rendered by a court of law and shall be enforceable in any court having jurisdiction over the same.

9.2 Should any legal action or proceedings between the Contractor or Subcontractor be required to enforce this Arbitration clause, or to recover damages for the breach thereof, the Subcontractor agrees to pay all court costs and attorney's fees for the Contractor and Subcontractor.

9.3 Where a purchase agreement for any completed dwelling which is the subject of Work in this Subcontract Agreement extends to the Contractor and purchaser, the right of arbitration to resolve disputes concerning work performed, the same rights, limitations, requirements and procedures concerning arbitration under the general contract shall be extended the Subcontractor. The Subcontractor agrees to accept and be bound by all the rights, obligations and responsibilities which the Contractor assumes towards the purchaser under the completed dwelling purchase agreement.

SECTION 10. ASSIGNMENT

No assignment of this Subcontract Agreement by Subcontractor is permitted without prior written permission from the Contractor.

THIS SUBCONTRACT AGREEMENT IS ACKNOWLEDGED AND EXECUTED AS OF THE DATE SET FORTH ABOVE BY:

SUBCONTRACTOR

Cross Renovation, Inc

By: _____

By: _____

Title: _____

Title: _____

DRAFT AIA® Document A201™ - 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

sample

THE OWNER:

(Name and address)

THE ARCHITECT:

(Name and address)

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 CONTRACTOR
- 4 ARCHITECT
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK
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- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES

ADDITIONS AND DELETIONS:

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

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

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

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

§ 1.1.2 THE CONTRACT

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

§ 1.1.3 THE WORK

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

§ 1.1.4 THE PROJECT

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

§ 1.1.5 THE DRAWINGS

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

§ 1.1.6 THE SPECIFICATIONS

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

§ 1.1.7 INSTRUMENTS OF SERVICE

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

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

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

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

§ 1.3 CAPITALIZATION

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

§ 1.4 INTERPRETATION

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

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

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

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

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

ARTICLE 2 OWNER

§ 2.1 GENERAL

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

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

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

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

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

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

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

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

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

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

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

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

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

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

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

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

§ 3.4 LABOR AND MATERIALS

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

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

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

§ 3.5 WARRANTY

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

§ 3.6 TAXES

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

§ 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

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

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

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

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

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

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct,

but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 SUPERINTENDENT

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

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

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

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

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

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

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

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

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

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled

to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

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

§ 3.14 CUTTING AND PATCHING

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

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

§ 3.15 CLEANING UP

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

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

§ 3.16 ACCESS TO WORK

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

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

§ 3.18 INDEMNIFICATION

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

other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18.

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

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

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

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

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

§ 4.2 ADMINISTRATION OF THE CONTRACT

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

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

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

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the

Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

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

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

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

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

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

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

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

§ 5.3 SUBCONTRACTUAL RELATIONS

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

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

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

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

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

§ 6.2 MUTUAL RESPONSIBILITY

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

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

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

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

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

§ 6.3 OWNER'S RIGHT TO CLEAN UP

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

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

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

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

§ 7.2 CHANGE ORDERS

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

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

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

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

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

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

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

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

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

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

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

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

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

§ 8.2 PROGRESS AND COMPLETION

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be

furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

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

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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

§ 9.2 SCHEDULE OF VALUES

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

§ 9.3 APPLICATIONS FOR PAYMENT

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

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

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

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

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the

Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

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

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

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

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

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

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

§ 9.6 PROGRESS PAYMENTS

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

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

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

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

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

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

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

§ 9.7 FAILURE OF PAYMENT

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

§ 9.8 SUBSTANTIAL COMPLETION

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

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

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

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

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

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

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

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

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

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

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

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

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

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

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

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

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

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

§ 10.3 HAZARDOUS MATERIALS

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

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

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

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

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

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

§ 10.4 EMERGENCIES

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

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

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

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

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's

risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

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

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

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

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

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

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

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

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

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

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

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

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

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

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

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

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

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

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

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

§ 13.6 INTEREST

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

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

- 4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

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

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

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

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

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

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

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

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

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

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

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

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

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

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

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

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

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

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

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

§ 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The

party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

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

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 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).

§ 15.4.4.2 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.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

Project _____

Contact name & Telephone Number _____

Project _____

Contact name & Telephone Number _____

**SECTION 6C – BUSINESS INFORMATION QUESTIONNAIRE
(ENVELOPE NO. 1 QUALIFICATIONS)**

Failure to complete this form may result in your Proposal being deemed nonresponsive and rejected without any further evaluation.

LEGAL NAME OF PROPOSING ENTITY CROSS RENOVATION, INC.

PRINCIPAL OFFICE ADDRESS 34133 SCHOOLCRAFT ROAD, LIVONIA, MI 48150

PRIMARY CONTACT MICHAEL BUTCHER PHONE NO (734) 286-2244 EMAIL MIKE@CROSSRENOVATION.COM

WEB SITE WWW.CROSSRENOVATION.COM

FORM OF OWNERSHIP (Check One)

Corporation (x) LLC () Joint Venture ()

State of Incorporation/Registration MICHIGAN

Date of Incorporation/Registration FEBRUARY 4TH, 2009

Limited Partnership () General Partnership () Individual ()

LIST OF PARTNERS, PRINCIPALS, CORPORATE OFFICERS AND OWNERS

Name / Title	Name / Title
<u>ROGER BUTCHER, PRESIDENT</u>	_____
<u>MICHAEL BUTCHER, VICE PRESIDENT</u>	_____
_____	_____

LIST OF CORPORATE DIRECTORS

Name	Principal Business Affiliation (Other Than Proposing Entity)
_____	_____
_____	_____
_____	_____
_____	_____

ADDITIONAL INFORMATION REQUIRED BY THE DBA

LIST OF PRINCIPAL STOCKHOLDERS (i.e., those holding 5% or more of the outstanding stock)

Name / Address

Name / Address

SECTION 8 C – BUSINESS INFORMATION QUESTIONNAIRE Page 2 of 2

FINANCIAL DISCLOSURE/CONFLICTS OF INTEREST:

Identify any contract(s), including any contract involving an employment or consulting relationship, which the firm, or its partners, principals, corporate officers or owners currently has with the Detroit Building Authority, or with any of its board members or officers.

NO CONFLICTS EXIST

LATEST CREDIT RATING (Specify if other than Dun and Bradstreet)

I hereby certify that the foregoing business information is true, correct and complete to the best of (my/our) knowledge and belief:

CROSS RENOVATION, INC.

(Name of Proposing Business)

By



(Signature)

11-6-17

Date

MICHAEL BUTCHER, VICE PRESIDENT

(Title)

EXHIBIT A
(ENVELOPE NO. 1 QUALIFICATIONS)
FORMAT FOR THE
MONTHLY PROGRESS REPORT
DETROIT BUILDING AUTHORITY CAPITAL PROJECTS

I. Executive Summary:

- A. A brief description of the Project.
- B. A written summary of the Progress to Date, including a listing of any known problems that may cause delay or additional cost to the Project and Project completion percentage.
- C. A written summary of the Project Budget indicating the authorized project funds, amounts encumbered,
- D. An updated Cash Flow projection.
- E. A written summary of the project schedule.

II. Project Status Report Attachments:

- A. Review of current status.
 - 1. Architecture and Engineering.
 - 2. Construction, including average daily on site construction personnel and status of work in progress broken, down by trades and project safety report.
 - 3. Identify issues, which may have an impact on the project schedule.
 - 4. Project meeting minutes.
- B. A Project Data Sheet with budget breakdown for the following categories (see Budget Sheet):
 - 1. The structure (general, mechanical, electrical) with a separate line item for telecommunications.
 - 2. Services from five feet outside of structures (sewers, water supply, gas, electrical service, etc.).
 - 3. Site improvements (roads, walks, grading, etc.).
 - 4. Furnishings (furniture, movable equipment, etc. not considered part of the structure nor requiring fixed mechanical and/or electrical services).
 - 5. Professional fees, surveys, site investigations, fees for project management consultants, etc.
 - 6. Project contingencies.
 - 7. Total project cost (cannot exceed authorized amount).
- C. Each of the above categories is to be broken down further to reflect the following:

Approved Budget (dated)	Current Contract Amount
Bids	Payments to Date
Initial Contract Amount	Balance to be paid
Change Orders	

Each of the trades, material suppliers, subcontractors, code review fees, telecommunications, etc. amounts are to be listed as line items and broken down.

- c. A Change Order Report listing the following:
 - 1. The Change Order Number
 - 2. Change Order Title
 - 3. Explanation

4. Amount

- E. A Request for Information (RFI) Log.
- F. An original approved, (submitted at the start of construction) and an updated Project Schedule indicating all activities for the project.

DALE MERRIFIELD
Notary Public, State of Michigan
County of Wayne
My Commission Expires 06-01-2021
Acting in the County of Wayne

EXHIBIT B

(ENVELOPE NO. 1 QUALIFICATIONS)

NON-COLLUSION AFFIDAVIT OF PRIME VENDOR

DETROIT BUILDING AUTHORITY – DPW Southfield Yard Improvements 12255 Southfield Rd.

State of

Ss

County of **WAYNE**

MICHAEL BUTCHER Being first duly sworn, deposes and says that:

1. She or he is

(owner, member, partner, officer, representative, or agent)

VICE PRESIDENT of, the proposer that has submitted the attached proposal.

2. She or he is fully informed respecting the preparation and contents of the attached Qualifications and Proposal and of all pertinent circumstances respecting such Proposal;
3. Such bid is genuine and is not a collusive or sham Proposal;
4. Neither the said Proposer nor any of its officers, members, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, or conspired, directly or indirectly, or sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the DBA, the City of Detroit or any person interested in the proposed contract; and,
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, members, partners or parties in interest, including this affiant.



(Signed)

VICE PRESIDENT

(Title)

Subscribed and sworn to before me this 10th day of Nov., 2017

My Commission Expires: 6-1-21

Name / Title

witnessed by _____

Authorized Agent of the Proposing Entity

witnessed by _____

DALE MERRIFIELD
Notary Public, State of Michigan
County of Wayne
My Commission Expires 06-01-2021
Acting in the County of Wayne



EXHIBIT C
(ENVELOPE NO. 1 QUALIFICATIONS)

EQUALIZATION ELIGIBILITY FORM

In accordance with Ordinance No. 31-99, any Detroit based firm shall be deemed a better bid than the bid of any competing firm which is not Detroit-based, whenever the bid of such competing firm shall be equal to or higher than the bid of the Detroit-based firm after the appropriate equalization percentage credit from the Equalization Allowance Table has been applied to the bid of the Detroit-based firm. **NOTE: IT IS THE VENDOR'S RESPONSIBILITY TO COMPLETE THIS FORM, PROVIDE ALL NECESSARY DOCUMENTATION AND RETURN IT WITH YOUR BID. FAILURE TO DO SO MAY RESULT IN EQUALIZATION NOT BEING APPLIED.**

Company Name CROSS RENOVATION, INC. RFQ # DBA #19-004/Southfield YardDesign/Build

A vendor qualifies for equalization credit as per section 18-5-2 of the purchasing ordinance as follows:

Vendor to check all categories which apply*

- Detroit Based Business** (as certified by the City of Detroit Human Rights Department prior to bid due date. Proof of certification must be submitted with each and every bid response.)
- Detroit Based Business with Headquarters in Detroit** (as certified by completion of the affidavit attached to bid documents and proof of certification as a Detroit Based Business prior to bid opening. The affidavit must be completed and certification returned with each and every bid for consideration)
- Detroit Resident Business** (as certified by completion of the affidavit attached to bid documents. The affidavit must be completed and returned with each and every bid for consideration)
- Detroit Based Small Business** (as demonstrated by furnishing proof certification by the City of Detroit Human Rights Department. Proof of certification must be submitted with each and every bid for consideration.)
- Detroit Based Micro Business Concern** (as certified by completion of the affidavit attached to bid and proof of certification as a Detroit Based Business. The affidavit and certification must be completed and returned each and every bid for consideration)
- Joint Venture OR Mentor Venture** (You may only select one. One of the parties to the joint or mentor venture must be a certified Detroit Based Business prior to bid due date in order to receive equalization credit as a joint or mentor venture. Proof of certification by the City of Detroit Human Rights Department along with a copy of the Joint or Mentor Venture agreement between the parties involved is required.)

***The information submitted to substantiate Equalization Eligibility is subject to verification and acceptance by the City. Should it be found that the vendor is not eligible to receive equalization credit it will not be applied. Should it be found that information submitted has been falsified the vendor may be placed in Default by the City for up to a three year period at the discretion of the City of Detroit Finance Department – Purchasing Division.**

TABLE I
Equalization Allowance for Detroit-based business and/or Detroit Resident Business

DOLLAR VALUE	DETROIT BASED	DETROIT RESIDENT
Up to \$10,000.00	5%	5%
\$10,000.01 to \$100,000.00	4%	4%
\$100,000.01 to \$500,000.00	3%	3%
\$500,000.01 and over	2%	2%
Detroit Based Business w/Headquarters in Detroit	3%	

TABLE II
***Equalization allowance for Detroit Based Small Business, Detroit Based Micro Business, Joint Venture, Mentor Venture:**

Category	Equalization Percentage
Detroit Based Small Business	1%
Detroit Based Micro Business Concern	2%
Joint Venture	2%
Mentor Venture	1%

EXHIBIT D
(ENVELOPE NO. 1 QUALIFICATIONS)

PURCHASING DIVISION
VENDOR CLEARANCE REQUEST

Submit to: Revenue Collections
Purchasing Vendor
2 Woodward Avenue, Suite 1012
Detroit, MI 48226
(313) 224-4087 (Telephone)
(313) 224-4238 (Fax)

Nature of Contract CAPITAL IMPROVEMENTS TO SOUTHFIELD YARD
Contract Amount \$500,000.00

Business Type: Corp () Partnership () Sole Proprietorship () Personal Services ()

Business Name CROSS RENOVATION, INC.
Complete Business Address 34133 SCHOOLCRAFT ROAD
LIVONIA, MI 48150

Tax ID/FID No. 30-0552015

City Personal Property I.D. # _____

Owner(s) Name ROGER BUTCHER, PRESIDENT
MICHAEL BUTCHER, VICE PRESIDENT

Owner(s) Home Address 28544 FLORENCE, GARDEN CITY, MI 48135 () Lease () Own

Contact Person MICHAEL BUTCHER

Phone Number (734) 286-2244 Fax: (734) 943-6212

PLEASE DO NOT WRITE BELOW THIS LINE

<u>Real Property</u>	<u>Special Assessment</u>	<u>Personal Property</u>	<u>Other Receivable</u>
() Denied	() Denied	() Denied	() Denied
() Approved	() Approved	() Approved	() Approved

Comments: _____

Please mail, fax, or drop off this Vendor Request Form to the Revenue Collection Unit at the address indicated above. You will be responsible for keeping the clearance and submitting a photocopy to Purchasing with your bid package.

Signature _____ Date _____ Expiration Date _____

EXHIBIT E
(ENVELOPE NO. 1 QUALIFICATIONS)



REQUEST FOR INCOME TAX CLEARANCE

REQUESTING DEPARTMENT/DIVISION: Detroit Building Authority

E-MAIL ADDRESS: riced@detroitmi.gov

CONTACT NAME: _____ PHONE: _____ FAX: _____

Type of Clearance: New Renewal (Please submit 30 days prior to submitting bid or expiration date)

A.	To: City of Detroit Income Tax Division Coleman A. Young Municipal Center 2 Woodward Avenue, Ste. 512 Detroit, MI 48226 Phone: (313) 224-3328 or 224-3329 Fax: (313) 224-4588	For: Individual or Company Name <u>CROSS RENOVATION, INC.</u> Address <u>34133 SCHOOLCRAFT ROAD</u> City <u>LIVONIA</u> State <u>MI</u> Zip Code <u>48150</u> Telephone <u>(734) 286-2244</u> Fax # <u>(734) 943-6212</u>
----	---	--

B. Name of Chief Financial Officer/Authorized Contact Person (Include address if different from above) <u>MICHAEL BUTCHER</u>	Telephone # <u>(734) 286-2244</u> Fax # <u>(734) 943-6212</u>
Employer Identification or Social Security Number <u>30-0552015</u>	Spouse Social Security Number

Nature of Contract: _____ **BID/CONTRACT AMOUNT (if known):**
Labor: \$ _____ Material: \$ _____

Contract # (if known) DBA #19-004 Southfield Yard Design/Build

C. ALL QUESTIONS MUST BE ANSWERED TO EXPEDITE APPROVAL PROCESS. ANY QUESTION NOT ANSWERED MAY RESULT IN A DENIAL OF INCOME TAX CLEARANCE.

Check One: Individual Corporation Partnership

INDIVIDUALS ANSWER QUESTIONS 1,2,3,4.

1. Have you filed joint returns with spouse during the last seven (7) years? (If yes, include spouse SSN above) Yes No
2. Are you a student, and/or claimed as a dependent on someone else's tax return? Yes No
3. Were you employed during the last seven (7) years? Yes No

4. Were you a resident of Detroit during the last seven (7) years? Yes No

CORPORATIONS AND PARTNERSHIPS ANSWER QUESTIONS 5,6,7.

5. Is the company a new business in Detroit? If yes, attach Employer Registration (Form DSS-4). Yes No

6. Will the company have employees working in Detroit? Yes No

7. Will the company use sub-contractors or independent contractors in Detroit? Yes No

D. FOR INCOME TAX USE ONLY

Has the contractor complied with the provisions of the City Income Tax Ordinance?

<input type="checkbox"/> Yes	<input type="checkbox"/> No	Signature _____	Date _____	Expires _____
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Signature _____	Date _____	Expires _____
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Signature _____	Date _____	Expires _____

VISIT OUR WEBSITE FOR INFORMATION AND TAX FORMS AT www.detroitmi.gov

NOTE: An approved Income Tax Certificate may be used in multiple citywide departments that require a bid. Please e-mail your completed request form (preferably in pdf format) to: IncomeTaxClearance@detroitmi.gov

DATE MERRIFIELD
Notary Public, State of Michigan
County of Wayne
My Commission Expires 08-01-2021
Acting in the County of _____

EXHIBIT F
(ENVELOPE NO. 1 QUALIFICATIONS)
COVENANT OF EQUAL OPPORTUNITY
(Application for Clearance – Terms Enforced After Contract is Awarded)

I, being a duly authorized representative of the CROSS RENOVATION, INC., (hereinafter "Contractor"), do hereby enter into a Covenant of Equal Opportunity (hereinafter "Covenant") with the City of Detroit, ("hereinafter" City); obligating the Contractor and all sub-contractors not to discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of the contract, with respect to his or her hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, religious beliefs, public benefit status, national origin, age, marital status, disability, sex, sexual orientation, or gender identity or expression.

I understand that it is my responsibility to ensure that all potential sub-contractors are reported to the City of Detroit Human Rights Department and have a current *Contract Specific* Clearance on file prior to working on any City of Detroit contract. I further understand that the City of Detroit reserves the rights to require additional information prior to, during, and at any time after the Clearance is issued.

Furthermore, I understand that this covenant is valid for the life of the contract and that a breach of this covenant shall be deemed a material breach of the contract and subject to damages in accordance with the City of Detroit Code, Ordinance No. 27-3-2, Section (e).

RFQ / PO No: DBA #19-004 Southfield Yard Design/Build

Printed Name of Contractor: CROSS RENOVATION, INC.
(Type or Print Legibly)

Contractor Address: 34133 SCHOOLCRAFT ROAD, LIVONIA, MI, 48150
(City) (State) (Zip)

Contractor Phone/E-mail: (734) 286-2244 / MIKE@CROSSRENOVATION.COM
(Phone) (E-mail)

Printed Name & Title of Authorized Representative: MICHAEL BUTCHER, VICE PRESIDENT

Signature of Authorized Representative: 

Date: TEXT

***** This document MUST be notarized *****

Signature of Notary: 

Printed Name of Seal of Notary: DALE MERRIFIELD

My Commission Expires: 6 / 1 / 21

DALE MERRIFIELD
Notary Public, State of Michigan
County of Wayne
My Commission Expires 06-01-2021
Acting In the County of Wayne

For Office Use Only:

Cov. Rec'd: ___/___/___ in

Department Name: Detroit Building Authority

Accepted by: _____

Rejected by: _____

**Please email or fax Covenant and EOC to Director of Human Rights Department 1026 CAYMC at
HumanRightsCL@detroitmi.gov or fax (313) 224-3434.**

Acting in the County of Wayne
My Commission Expires 01 30 21
County of Wayne
State of Michigan
DATE RECEIVED

EXHIBIT G
(ENVELOPE NO. 1 QUALIFICATIONS)
HIRING POLICY COMPLIANCE AFFIDAVIT

I, MICHAEL BUTCHER, being duly sworn, state that I am the VICE PRESIDENT
_____ of CROSS RENOVATION, INC.
_____ Title Name of Bidder Corporation or Other Business Entity

and that I have reviewed the hiring policies of this employer. I affirm that these policies are in compliance with the requirements of Article V, Division 6 of the Detroit City Code of 1984, being Sections 18-5-81 through 18-5-86 thereof. I further affirm that this employer will not inquire or consider the criminal convictions of applicants for employment needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted, until such times as the employer interviews the applicant or determines that the applicant is qualified.

In support of this affidavit, I attach a copy of the application form that will be used to hire employees needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted.

I further swear and affirm that this employer will require its subcontractors on this Project an affidavit of compliance with this Hiring Policy and will keep such affidavit available for inspection by the City and/or the DBA.

SIGNED, 

Title: VICE PRESIDENT Date: 11-6-17

STATE OF MI)
COUNTY OF Wayne) SS

The foregoing Affidavit was acknowledged before me this 6th day of NOV, 2017, by MICHAEL BUTCHER.

DALE MERRIFIELD
Notary Public, State of Michigan
County of Wayne
My Commission Expires 06-01-2021
Acting in the County of Wayne


Notary Public, County of Wayne
State of MI
My Commission Expires: 10-1-21


EXHIBIT H
(ENVELOPE NO. 1 QUALIFICATIONS)
CITY OF DETROIT

SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE AFFIDAVIT

1. Name of Contractor: CROSS RENOVATION, INC.
2. Address of Contractor: 34133 SCHOOLCRAFT ROAD
LIVONIA, MI 48150
3. Name of Predecessor Entities (if any): NONE.
4. Prior Affidavit submission? No Yes, on 5-18-17
(Date of prior submission)

If "No", complete Items 5 and 6.

If "Yes", list date of prior submission above, go to Item 6 and execute this Affidavit.

5. Contractor was established in _____ (year) and did not exist during the slavery era in the United States, is not a successor in interest to any entity that existed during such time, and therefore has no relevant records to search, or any pertinent information to disclose.

Contractor has searched their records and those of any predecessor entity, and has found no records that they or any predecessor(s) made any investments in, or derived profits from the slave industry or from slave holder insurance policies.

Contractor has found records that they or their predecessor(s) made investments in, or derived profits from, the slave industry or slave holder insurance policies. The nature of the investment, profits, or insurance policies, including the names of any slaves or slave holders, is disclosed in the attached document(s).

6. I declare that the representations made in this Affidavit are accurate to the best of my knowledge and are based upon a diligent search of records in the Contractor's possession or knowledge. All documentation attached to this Affidavit reflects full disclosure of all records that are required to be disclosed to the City of Detroit. I also acknowledge that any failure to conduct a diligent search, or to make a full and complete disclosure, shall render this contract voidable by the City of Detroit.

MICHAEL BUTCHER (Printed Name) VICE PRESIDENT (Title)
[Signature] (Signature) 11-6-17 (Date)

Subscribed and sworn to before me
 this 6th day of NOVEMBER
[Signature]
 Notary Public, Wayne County, Michigan
 My Commission Expires: 6-1-21

DALE MERRIFIELD
 Notary Public, State of Michigan
 County of Wayne
 My Commission Expires 06-01-2021
 Acting in the County of Wayne

EXHIBIT I

(ENVELOPE NO. 1 QUALIFICATIONS)

_____ DEPARTMENT

RESOLUTION OF AUTHORITY

I, MICHAEL BUTCHER, a duly authorized representative of CROSS RENOVATION, INC., which is authorized and registered to do business in the State of Michigan (the "Company"), DO HEREBY CERTIFY that the following is a true and correct excerpt from the minutes of the meeting of the Directors/Members/Owners of the Corporation duly called and held on JANUARY 9TH, 2012 :

"RESOLVED, That the PRESIDENT and VICE PRESIDENT and each of them, hereby is authorized to execute and deliver, in the name and on behalf of the Company any agreement or other instrument, or document in connection with any matter of transaction that shall have been duly approved; the execution and delivery of any agreement, document, or other instrument, or document in connection with any matter of transaction that shall have been duly approved; the execution and delivery of any agreement, document, or other instrument by any of such officers to be conclusive evidence of such approval."

I FURTHER CERTIFY that any of the aforementioned representatives of the Company are authorized to execute and commit the Company to the conditions, obligations, stipulations and undertakings contained in the attached Construction Management Services Agreement between the Detroit Building Authority and the Company and that all necessary corporate approvals have been obtained in relationship thereto.

IN WITNESS WHEREOF, I have set my hand this 11TH day of NOVEMBER, 2017.



Company Representative

COMPANY SEAL (if any)

DALE MERRIFIELD
Notary Public, State of Michigan
County of Wayne
My Commission Expires 06-01-2018
Acting in the County of _____

EXHIBIT J

**(ENVELOPE NO. 1 QUALIFICATIONS)
DEBARMENT SUSPENSION AFFIDAVIT**

STATE OF MICHIGAN)

) ss

COUNTY OF WAYNE)

I, MICHAEL BUTCHER , being first duly sworn deposes and says as follows:

6. That I am

VICE PRESIDENT

(owner, partner, officer, representative, or agent)

of CROSS RENOVATION, INC. , the respondent that has submitted the attached proposal.

7. That I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid.
8. That statements in this affidavit apply to bidder's parent, subsidiaries, affiliates, joint venture partner and any person who owns ten (10%) percent or more of the bidder.
9. That the bidder has not been determined to not be responsible by any agency requesting bids or qualifications for a project.
10. That the bidder has not been debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from bidding or contracting.
11. That no government or other public agency has requested or required enforcement of any of its rights under a surety agreement on the basis of the bidder's default or in lieu of declaring bidder in default.
12. That there are no proceedings pending relating to bidder's responsibility, debarment, suspension, voluntarily exclusion or qualifications to receive a public contract.
13. That bidder is not the subject of any pending investigation by any grand jury, commission, committee or other entity or agency or authority of any state or the federal government in connection with the commission of a crime.
14. That within the past five (5) years, bidder has not refused to testify or to answer any question concerning a bid or contract with any federal, state or local governmental entity, any public

authority or other public entity when called before a grand jury or other committee, agency or forum which is empowered to compel the attendance of witnesses and examine them under oath.

15. That bidder has not within the three-year period preceding this bid had one or more public transactions (federal, state or local) terminated for cause or default.
16. That, if during the term of any contract with DBA, bidder determines that any statement in this affidavit is untrue, bidder will promptly disclose in writing and in detail to DBA the facts which cause the statement(s) in this affidavit to be untrue.
17. That if for any reason the affiant cannot truthfully execute this affidavit, bidder will attach to this affidavit a detailed explanation of the reasons for its inability to truthfully execute this affidavit.

Further the affiant saith not.

[COMPANY]

By: 

Its: VICE PRESIDENT

Subscribed and sworn to before me this
6th day of NOVEMBER, 2017



Notary Public, County of Wayne
State of Michigan

My Commission Expires: 6-1-21

DALE MERRIFIELD
Notary Public, State of Michigan
County of Wayne
My Commission Expires 06-01-2021
Acting in the County of Wayne

EXHIBIT L
(ENVELOPE NO. 1 QUALIFICATIONS)
FINANCIAL STATEMENTS AFFIDAVIT

Were the financial statements required by and submitted to the surety company that will provide payment and performance bonds for this project solely the financial statements of the Respondent, or were such financial statements inclusive of or supplemented by the financial statements or assets of a parent company, subsidiary company, affiliated company or other guarantor or indemnitor? The Affidavit below is to be submitted in response to this question.

AFFIDAVIT

I, MICHAEL BUTCHER, the duly authorized representative of CROSS RENOVATION, INC., being duly sworn, hereby certify and affirm that the repayment of funds paid on claims on the payment and performance bonds issued for the CAPITAL IMPROVEMENTS AT SOUTHFIELD YARD Project (the "Project") is secured solely by the assets of CROSS RENOVATION, INC.

If the financial statements submitted to the company's surety company for the Project were inclusive of or supplemented by other companies, guarantors or indemnitors, please list below the name(s) and address(es) of such other company (ies), guarantor(s) or indemnitor(s).

1. ROGER BUTCHER
28941 JOHN HAUK
GARDEN CITY, MI 48135

2. MICHAEL BUTCHER
28544 FLORENCE
GARDEN CITY, MI 48135

3. _____

4. _____

DALE MERRIFIELD
Notary Public, State of Michigan
County of Wayne
My Commission Expires 08-01-2023
Acting in the County of _____

Further, the affiant deposes and saith not.

[COMPANY]

By: 

Its: VICE PRESIDENT

STATE OF MICHIGAN)
) SS.
COUNTY OF Wayne)

~~2016~~ ²⁰¹⁷ The foregoing instrument was acknowledged before me this 6th day of NOVEMBER,
2016, by MIKE BUTCHER, the VICE PRESIDENT of
CROSS RENOVATION, LLC on behalf of said corporation.

DALE MERRIFIELD
Notary Public, State of Michigan
County of Wayne
My Commission Expires 08-01-2021
Acting in the County of Wayne

, Notary Public
Wayne County, Michigan
My Commission Expires: 6-1-21

EXHIBIT M

AFFIDAVIT OF DISCLOSURE OF INTERESTS BY CONTRACTORS AND VENDORS

Instructions. This disclosure affidavit fulfills requirements of Section 2-106.2 and Section 4-122 of the 2012 Detroit City Charter and Section 2-6-34 of the 1984 Detroit City Code. Please complete all applicable sections by typing or legibly printing. Where a section does not apply, please check the appropriate box and skip to the next section. If necessary, provide additional information on page 4 or attach additional documents to this disclosure affidavit. This disclosure affidavit must be signed and notarized and filed with the City of Detroit Board of Ethics, Coleman A. Young Municipal Center, 2 Woodward Ave, Suite 1240, Detroit, MI 48226 (City Code § 2-6-34(b)).

Note: "Immediate family member" of a person is that person's spouse, domestic partner, an individual living in the person's household, or an individual claimed as a dependent or spouse's dependent under the Internal Revenue Code. (City Charter § 2-105.A.20; City Code § 2-6-3)

Section 1 - Identity of Contractor/Vendor (City Charter § 2-106.2.2; City Code § 2-6-34)

Provide the complete name of the individual, company or other entity or organization making this disclosure:

Name CROSS RENOVATION, INC.

Street address 34133 SCHOOLCRAFT ROAD

City LIVONIA State MICHIGAN Zip code 48150

Telephone (734) 286-2244 Fax (734) 943-6212 Email MIKE@CROSSRENOVATION.COM

If the filer is a business entity, print the name, title, and contact information of the authorized individual signing for the business entity:

Name MICHAEL BUTCHER Title VICE PRESIDENT

Telephone (734) 286-2244 Fax (734) 943-6212 Email MIKE@CROSSRENOVATION.COM

Section 2 - Financial Interests in Matters Pending Before City (City Charter § 2-106.2.2; City Code § 2-6-34(a)(1), (2))

The above named contractor or vendor or an immediate family member thereof

- has (if checked, complete rest of section below)
 does not have (if checked, skip to next section)

a financial interest, direct or indirect, in the following matters that are pending before the Detroit City Council or the following office, department or agency of the City _____

Matter _____

Interested Party (if an immediate family member, please provide an address and phone number and the nature of the relationship to the filer): Name _____

Street Address _____

City _____ State _____ Zip code _____

Telephone _____ Relationship _____

Nature of financial interest _____

Estimated value of the financial interest _____

Section 3 - Interests in Property Subject to Decision by City (City Code § 2-6-34(a)(3))

The above named contractor or vendor or an immediate family member thereof

has (if checked, complete rest of section below)

does not have (if checked, skip to next section)

an interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, improvement, special designation tax assessment or abatement, or a development agreement.

Interested Party (if an immediate family member, please provide an address and phone number and the nature of the relationship to the filer): Name _____

Street Address _____

City _____ State _____ Zip code _____

Telephone _____ Relationship _____

Description of real or personal property _____

Nature of interest _____

Estimated value of the interest _____

Section 4 – Political/Campaign Contributions and Expenditures (City Charter § 4-122; City Code § 2-6-34(a)(4))

The Statement of Political Contributions and Expenditures required by City Charter § 4-122, ¶ 2, is attached as an exhibit to this disclosure affidavit, and is current and accurate as of the date stated therein.

The above named contractor or vendor

is (if checked, attach most recent report to this disclosure)

is not (if checked, skip to next section)

required to file reports of campaign contributions and expenditures in accordance with other applicable law.

Section 5 - Immediate Family Members Employed by or Seeking Employment with City (City Code § 2-6-34(a)(5))

Please identify any immediate family member who is employed by or making application for employment with the City of Detroit.

If none, check here and skip to next section; otherwise, complete rest of section below:

Name _____

Street address _____

City _____ State _____ Zip code _____

Phone _____

Nature of relationship to filer _____

Department/agency employed by or seeking employment with _____

Position held or sought _____

Section 6 - Persons with Financial Interest in Contractor's/Vendor's Matters Pending Before City (City Code § 2-6-34(a)(6), (7))

Please identify all persons or entities having a financial interest, direct or indirect, in any matter the contractor or vendor has pending before the Detroit City Council or before any office, department or agency of the City. Complete on additional page(s), if necessary.

If none, check here and skip to next section; otherwise, complete rest of section below

Name _____

Street Address _____

City _____ State _____ Zip code _____

Contract or matter in which the person or entity named has an interest _____

The above contract or matter is pending before the Detroit City Council or the following office, department or agency of the City _____

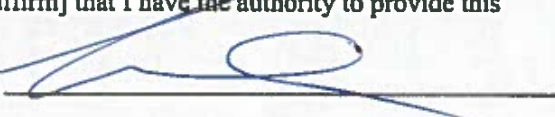
Nature of financial interest _____

Estimated value of the financial interest _____

Section 7 - Affirmation of Accuracy of Disclosure (City Charter § 2-106.2.3; City Code § 2-6-34(b))

I understand that the information provided in this disclosure will be relied upon by the City of Detroit in evaluating the proposed bid, solicitation, contract, or lease. I swear [or affirm] that the information provided is accurate. If I am signing on behalf of an entity, I swear [or affirm] that I have the authority to provide this disclosure on behalf of the entity.

DALE MERRIFIELD
Notary Public, State of Michigan
County of Wayne
My Commission Expires 06-01-2021
Acting in the County of Wayne

Sign name: 

Print name: MICHAEL BUTCHER

Sworn and subscribed to before me on NOVEMBER 10th, 2017

[by MICHAEL BUTCHER, the VICE PRESIDENT
[name] [title]

of the above named contractor/vendor, an authorized representative or agent of the contractor/vendor].

Sign: 

Print: DALE MERRIFIELD

Notary Public, Wayne County, Michigan,

Acting in Wayne County

My Commission Expires: 6-1-21

Notary Seal (if desired)

DALE MERRIFIELD
Notary Public, State of Michigan
County of Wayne
My Commission Expires 06-01-2021
Acting In the County of Wayne

DALE MERRIFIELD
Notary Public, State of Michigan
County of Wayne
My Commission Expires 06-01-2021
Acting In the County of _____

(EXHIBIT L TO CONTRACT/LEASE, Contract No. Request for Qualifications/Proposals Design/Build Merrill Plaisance)

STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES (City Charter § 4-122; City Code § 2-6-34(a)(4))

“City Charter § 4-122. ¶ 2: For purposes of conflicts of interest, the City shall require in all of its contractual agreements, including, but not limited to, leases, service and equipment agreements and including contract renewals, that the contractor provide a statement listing all political contributions and expenditures (“Statement of Political Contributions and Expenditures”), as defined by the Michigan Campaign Finance Act, MCL 169.201, *et seq.*, made by the contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents or assigns to elective city officials within the previous four (4) years. Individuals shall also list any contributions or expenditures from their spouses.”

Instructions: In accordance with Section 4-122 of the 2012 Detroit City Charter, you must provide the following information, sign this document, have it notarized, and submit it to the City. If additional space is needed, please enter “see additional sheet(s)” on the last row and attach additional sheets.

In Column A, enter the name of the person or company that made the contribution or expenditure. If there were no political contributions or expenditures made, enter **NONE**.

In Column B, enter the relationship of the donor to the contractor or vendor, that is, contractor, affiliate, subsidiary, principal, officer, owner, director, agent, assignee, or spouse of any of the foregoing who are individuals.

In Column C, enter the name of the recipient, an elective city official which under Charter § 3-107, includes only the Mayor, the City Clerk, and members of the City Council and the Board of Police Commissioners.

In Column D, enter the amount of the contribution or expenditure, as defined in the Michigan Campaign Finance Act, 1976 PA 388, MCL 169.204 and MCL 169.206.

In Column E, enter the date of the contribution or expenditure. This statement must include all contributions and expenditures within the previous four years.

(A)	(B)	(C)	(D)	(E)
Donor	Relationship to Contractor/Vendor	Recipient	Amount of Contribution or Expenditure	Date
NONE EXIST	N/A	N/A	N/A	N/A

(EXHIBIT E TO CONTRACT/LEASE, Contract No. Request for Qualifications/Proposals Design/Bid/ Merrill Pleasance)

STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES (City Charter § 4-122; City Code § 2-6-34(a)(4))

Donor	Relationship to Contractor/Vendor	Recipient	Amount of Contribution or Expenditure	Date


Except as set forth above, I certify that no contributions or expenditures were made to elective city officials within the previous four (4) years by the contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents, assigns, and, if any of the foregoing are individuals, their spouses.

I understand that the information provided in this disclosure will be relied upon by the City of Detroit in evaluating the proposed bid, solicitation, contract, or lease. I swear [or affirm] that the information provided is accurate. If I am signing on behalf of an entity, I swear [or affirm] that I have the authority to provide this disclosure on behalf of the entity.

Sign name: 

Print name: MICHAEL BUTCHER

Sworn and subscribed to before me on NOVEMBER 6th, 2017 by MICHAEL BUTCHER, the VICE PRESIDENT of the above named contractor/vendor, an authorized representative or agent of the contractor/vendor].

Sign:  Notary Public, State of Michigan
 County of Wayne Acting in Wayne County

Print: DALE MERRIFIELD My Commission Expires 06-01-2021
 Notary Public, Wayne County, Michigan, My Commission Expires: 6-1-21

