



AIA® Document A132™ – 2019

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

AGREEMENT made as of the 30th day of December in the year 2022
(In words, indicate day, month, and year.)

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

Huron Valley Schools
2390 S. Milford Road
Highland, Michigan 48357

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

Johnson & Wood LLC
2130 Hemphill Road
Burton, MI 48529

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

Huron Valley Schools
2019 Bond Election
Series 1 – BP 9 – Lakeland High School Remodeling and Milford High School
Remodeling – Phase I

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

Clark Construction Company
3535 Moores River Drive
Lansing, MI 48911

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

TMP Architecture, Inc.
1191 West Square Lake Road
Bloomfield Hills, Michigan 48302

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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(Paragraph deleted)

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein (hereinafter the "Agreement" or the "Contract"). Unless specifically excluded in this Agreement, the Contract Documents do 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 Project Manual, the Contractor's Bid or Proposal (to the extent it does not conflict with the Owner's Bid Documents), and portions of addenda relating to Bidding Requirements. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents for Bid Category 22A – Plumbing at Lakeland High School & Milford High School, Bid Category 23A – HVAC & Temperature Controls at Lakeland High School and Milford High School except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☐ A date set forth in a notice to proceed issued by the Owner.
- ☒ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)
- As detailed in the Project Schedule contained in the Project Manual.

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

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

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

As detailed in the Project Schedule contained in the Project Manual.

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

Portion of Work	Substantial Completion Date
Bid Category 22A – Plumbing at Lakeland High School & Milford High School, Bid Category 23A – HVAC & Temperature Controls at Lakeland High School and Milford High School	December 20, 2024

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

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

☐ Not later than () calendar days from the date of commencement of the Work.

☐ By the following date:

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete
Bid Category 22A – Plumbing at Lakeland High School & Milford High School, Bid Category 23A – HVAC & Temperature Controls at Lakeland High School and Milford High School	December 20, 2024

§ 3.4.3 Time is of the essence with respect to the Contract Documents and all obligations hereunder and thereunder. The Contractor acknowledges and recognizes that the Owner must have full and beneficial occupancy and use of the completed Work on or before the date by which Substantial Completion is required for all Work under the Contract Documents.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

☒ Stipulated Sum, in accordance with Section 4.2 below

☐ Cost of the Work plus the Contractor's Fee, in accordance with Section 4.3 below

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[] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below.)

§ 4.2 Stipulated Sum

§ 4.2.1 The Stipulated Sum shall be Ten Million Six Hundred Ninety Five Thousand Dollars and 00/100 (\$10,695,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

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

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

Item	Price	Conditions for Acceptance
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§ 4.2.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
22A – Plumbing: Investigation of existing plumbing fixtures and provide report – Lakeland High School.	\$ 20,000.00
Item	Price
22A – Plumbing: Investigation of existing plumbing fixtures and provide report – Milford High School.	\$ 20,000.00
Item	Price
23A – HVAC & TC: Provide existing building air balancing / testing reports of all existing mechanical equipment – Lakeland High School	\$ 20,000.00
Item	Price
23A – HVAC & TC: Provide existing building air balancing / testing reports of all existing mechanical equipment – Milford High School	\$ 20,000.00
Item	Price
23A – HVAC & TC: Work to be done on second shift or weekend premium costs on off hours during school year	\$ 25,000.00
Item	Price
23A – HVAC & TC: Work associated with existing deteriorating piping – Lakeland High School	\$ 30,000.00
Item	Price
23A – HVAC & TC: Work associated with existing deteriorating piping – Milford High School	\$ 30,000.00
Item	Price
23A – HVAC & TC: Existing mechanical unit controls and/or component parts not currently documented in base bid – Lakeland High School	\$ 25,000.00
Item	Price
23A – HVAC & TC: Existing mechanical unit controls and/or component parts not currently documented in base bid – Milford High School	\$25,000.00

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§ 4.2.4 Unit prices, if any:

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

Item 1	Units and Limitations	Price per Unit (\$0.00)
Outside Air Temperature and Humidity monitoring.		\$3,000
Item 2	Units and Limitations	Price per Unit (\$0.00)
Building lighting control - photocell monitoring.		\$2,800
Item 3	Units and Limitations	Price per Unit (\$0.00)
Building lighting control – individual light contactor control.		\$1,050
Item 4	Units and Limitations	Price per Unit (\$0.00)
Building Network Supervisory Controller including BACnet driver and allowance for one other driver, power supply, enclosure panel with licensing for 100 devices.		\$8,900
Item 5	Units and Limitations	Price per Unit (\$0.00)
Building Network Supervisory Controller including BACnet driver and allowance for one other driver, power supply, enclosure panel with licensing for 50 devices.		\$7,200
Item 6	Units and Limitations	Price per Unit (\$0.00)
Chilled Water System: 1- Air-Cooled Chiller, 1 primary pump, 1 secondary pump with variable speed control.		\$23,000
Item 7	Units and Limitations	Price per Unit (\$0.00)
Hot Water Heating System: 2-Boiler, 2 primary pumps, 2 secondary pumps with variable speed control.		\$38,000
Item 8	Units and Limitations	Price per Unit (\$0.00)
Hot Water Heating System: differential pressure transmitter for control reference.		\$3,200
Item 9	Units and Limitations	Price per Unit (\$0.00)
Remote Boiler Emergency Shutdown wiring for 2-Boiler and 2 door entrance Systems.		\$7,080
Item 10	Units and Limitations	Price per Unit (\$0.00)
Domestic Water Heater System circ pump control.		\$1,300
Item 11	Units and Limitations	Price per Unit (\$0.00)
Rooftop Unit (RTU) Packaged controls with fire alarm control module interlock shutdown wiring and BACnet interface.		\$5,500
Item 12	Units and Limitations	Price per Unit (\$0.00)
Air Handling Unit (AHU) Control Single Zone: Field mounted controls including mixed air dampers with remote relief air damper, hot water heating coil control with coil circ pump, chilled water cooling coil control, freeze stat, supply fan control, return temperature with CO2 control.		\$31,000
Item 13	Units and Limitations	Price per Unit (\$0.00)
Air Handling Unit (AHU) Control Variable Air		\$49,000

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Volume: Field mounted controls including mixed air dampers, hot water heating coil control, chilled water coil cooling control, freezestat, supply fan VFC and return fan VFC control. Remote supply duct static pressure control with CO2 control. Include outside, supply air and return air flow measuring devices.

Item 14	Energy Recovery Unit (ERU) Package controls with BACnet interface	Units and Limitations	Price per Unit (\$0.00) \$5,000
Item 15	Variable frequency controller BACnet Control Interface (Pump or fan).	Units and Limitations	Price per Unit (\$0.00) \$1,400
Item 16	Fan powered Terminal Unit Control (DDC Controller with Damper Actuator.	Units and Limitations	Price per Unit (\$0.00) \$6,500
Item 17	Air Terminal Unit Control (DDC controller with damper actuator), tempering coil control valve (use 2 gpm) and space temperature control	\$	\$3,400
Item 18	Duct Mounted HWH Heating Coil control	Units and Limitations	Price per Unit (\$0.00) \$1,600
Item 19	Duct Mounted HWH Heating Coil control with Perimeter Heating control	Units and Limitations	Price per Unit (\$0.00) \$2,500
Item 20	Standalone Perimeter Heating Control (CONV, FTR, RWP) with control valve (use 1 gpm) and space temperature	Units and Limitations	Price per Unit (\$0.00) \$2,600
Item 21	Zone Space Static Pressure transmitter and probes	Units and Limitations	Price per Unit (\$0.00) \$2,300
Item 22	Zone Space CO2 Sensor.	Units and Limitations	Price per Unit (\$0.00) \$1,200
Item 23	Zone Occupancy Sensor.	Units and Limitations	Price per Unit (\$0.00) \$750
Item 24	Zone Space Temperature Sensor.	Units and Limitations	Price per Unit (\$0.00) \$800
Item 25	Unit Ventilator (UV) Control Retrofit (Classroom) with Field mounted controls including mixed air damper, hot water heating coil control (use 4 gpm), chilled water cooling coil control (use 6 gpm), supply fan control and space temperature	Units and Limitations	Price per Unit (\$0.00) \$6,500
Item 26	Vertical unit ventilator (VUV) packaged control with BACnet interface	Units and Limitations	Price per Unit (\$0.00) \$2,150
Item 27	Exhaust Fan control without control damper	Units and Limitations	Price per Unit (\$0.00) \$1,500

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Item 28	Units and Limitations	Price per Unit (\$0.00)
Exhaust Fan control with control damper.		\$3,250
Item 29	Units and Limitations	Price per Unit (\$0.00)
HWH Cabinet/Unit Heater control without control valve.		\$5,000
Item 30	Units and Limitations	Price per Unit (\$0.00)
HWH Cabinet/Unit Heater control w/ control valve (use 3 gpm).		\$6,200
Item 31	Units and Limitations	Price per Unit (\$0.00)
Electric Unit Heater/Cabinet Unit Heater control.		\$1,750
Item 32	Units and Limitations	Price per Unit (\$0.00)
Cassette ACU Unit control.		\$2,700
Item 33	Units and Limitations	Price per Unit (\$0.00)
Packaged ACU field wiring & Space temperature monitoring.		\$3,500
Item 34	Units and Limitations	Price per Unit (\$0.00)
Retrofit Terminal Unit (Materials Only)		\$1,750

(Paragraphs deleted)

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the 15th day of a month, the Owner shall make payment of the amount certified in the Application for Payment to the Contractor in accordance with Article 9 of the A232 – 2009 General Conditions (as modified by Owner for this Project). If an Application for Payment is received by the Construction Manager after the application date fixed above, payment to the Contractor will be delayed.

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

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the

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various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

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

§ 5.1.4.3 In accordance with AIA Document A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition as modified by the Owner for this Project, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

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

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2009;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2009; and
- .5 Retainage withheld pursuant to Section 5.1.7.

(Paragraphs deleted)

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

§ 5.1.6 Retainage

§ 5.1.6.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

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

Ten (10%) percent

§ 5.1.6.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.6.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to when the entire Work of this Contract is substantially complete, including modifications for completion of portions of the Work as provided in Section 3.4.2, insert provisions for such modifications.)

Any reduction in retainage of this Contract shall be in the sole and absolute discretion of the Owner and the Owner reserves the right to restore the retainage to its full amount in the event the Owner desires retainage restoration.

(Paragraphs deleted)

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§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor no later than thirty (30) days after all of the following have been met:

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232-2009, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work;
- .3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect and approved by the Owner, and
- .4 when all Contract Close-Out Documentation has been received by the Construction Manager and reviewed by the Architect.

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

(Paragraphs deleted)

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

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

0 % Zero

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232-2009, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, alternative dispute resolution pursuant to Article 15 of AIA Document A232-2009, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Article 15 of AIA Document A232-2009.
- ☒ Litigation in a court of competent jurisdiction, unless the parties mutually agreed in writing to an alternative method for dispute resolution.
- ☐ Other: *(Specify)*

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232-2009.

(Paragraphs deleted)

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232-2009.

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ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232-2009 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

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

Jon Riebe
Director of Operations
Huron Valley Schools
2390 S. Milford Road
Highland, Michigan 48357

§ 8.3 The Contractor's representative:

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

Johnson & Wood LLC
2130 Hemphill Road
Burton, MI 48529

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Contractor shall purchase and maintain the insurance requirements as set forth in the Project Manual and A232-2009, as modified for this Project and as follows and elsewhere in the Contract Documents.

§ 8.5.1.1 The following insurance shall also be maintained by each Contractor for the duration of this Agreement.

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

.2 Automobile Liability covering owned and rented vehicles operated by the Contractor with policy limits of not less than One Million Dollars (\$1,000,000) combined single limit and One Million Dollars (\$1,000,000) aggregate for bodily injury and property damage.

.3 Umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. The Contractor shall provide umbrella coverage with a policy limit of not less than One Million Dollars (\$1,000,000).

.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than Five Hundred Thousand Dollars (\$500,000).

.5 A Pollution liability insurance policy providing One Million Dollars (\$1,000,000) per job site pollution event and One Million Dollars (\$1,000,000.00) policy aggregate.

Coverage may be provided on a "Claims made" or "occurrence" basis. However, if "Claims made" Contractor must agree to keep coverage in force for five (5) years after Project completion or until the statute of limitation runs, whichever is longer. This requirement applies to the Contractors which have fueled equipment onsite for operations such as sitework, excavation, foundations, flatwork, masonry, steel erection, roofing, mechanical and electrical.

§ 8.5.2 The Contractor shall provide bonds as set forth in the Project Manual and A232-2009, as modified for this Project, and elsewhere in the Contract Documents.

§ 8.6

(Paragraphs deleted)

Other provisions:

(Paragraphs deleted)

§ 8.6.1 The Owner, being a public body, shall render decisions within a reasonable time after being requested to do so by the Contractor. The Construction Manager, assisted by the Architect shall prepare and submit all recommendations for which approval is required by the Owner as soon as reasonably possible unless another schedule is agreed to by the Owner in writing.

§ 8.6.2 The Contractor shall inspect the Work of the Trade Contractors on the Project as it is being performed until final completion and acceptance of the Project by the Owner to ensure that the Work performed and the materials furnished are in accordance with the Contract Documents and that Work on the Project is progressing on schedule. In the event that the quality control testing should indicate that the Work, as installed, does not meet the requirements of this Project, the Architect shall determine the extent of the Work that does not meet the requirements and the Contractor shall direct the Trade Contractor(s) to take appropriate corrective action and advise the Owner of the corrective action.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition as modified herein.
- .2 AIA Document A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser

(Paragraphs deleted)

Edition, as modified by Owner for this Project.

(Paragraph deleted)

- .3 Drawings

Number	Title	Date
All	BP 9 Construction	11/14/22

- .4 Specifications

Section	Title	Date	Pages
All	BP 9 Construction	11/14/22	All

- .5 Addenda, if any:

Number	Date	Pages
1	11/16/2022	All
2	11/18/2022	All
3	11/22/2022	All
4	11/24/2022	All
5	11/29/2022	All
6	12/01/2022	All
7	12/02/2022	All

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

- .6 Other Exhibits:

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

(Paragraphs deleted)

Title	Date	Pages
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[X] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Project Manual		11/14/22	All

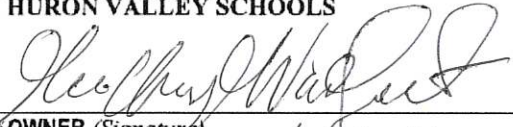
- .7 Other documents, if any, listed below (to the extent such documents do not conflict with the Owner's Project Manual):
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A232-2009 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Exhibit A Post Bid Interview
Exhibit B Contractor's Bid Proposal
Exhibit C Contractor's Certificate(s) of Insurance and Bonds

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

HURON VALLEY SCHOOLS

JOHNSON & WOOD, LLC.


OWNER (Signature)

Geoffrey G. Van Gethem
(Printed name and title)

Assistant
Superintendent


CONTRACTOR (Signature)

Jan Clark - Vice President
(Printed name and title)

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Trane
3600 Pammel Creek Road
La Crosse WI 54601-7599



Trane Optional Extended Limited Warranty

Certificate Print Date: 01/05/23

Sold To:

JOHNSON & WOOD INC
ATTN ACCOUNTS PAYABLE
2130 HEMPHILL ROAD
BURTON MI 48529

The product(s) identified below (the "Equipment") is/are covered by a warranty as described in the terms and conditions of the sale between Trane and Customer ("Original Limited Warranty"). In addition, one or more extended warranties ("Extended Limited Warranty") has/have been purchased, the terms and conditions of which are set forth in this document.

Customer Order Number: 194422-5

Sales Order Number: M2U268A

Job Name: HURLEY WEST TOWER 5C NURSING UNIT

Purchase Price: See invoice associated with the above Sales Order Number

To schedule a Trane Service technician, please identify your local commercial Trane district office by going to the following website address: <https://www.trane.com/commercial/north-america/us/en/contact-us/locate-sales-offices.html>

To download an electronic copy of the Terms and Conditions for Extended Warranty Policies please visit: <https://www.trane.com/commercial/north-america/us/en/services/operate-maintain-repair/hvac-system-management/extended-warranty.html>

Equipment Description:

Serial Number	Model	Warranty Terms & Coverage
H22E72760	CSAA021JAL00	1ST YR WHOLE UNIT LABOR WAR
H22E72761	CSAA021NCN00	1ST YR WHOLE UNIT LABOR WAR
H22E72762	CSAA021KOC0X	1ST YR WHOLE UNIT LABOR WAR
H22E72763	CSAA021GXV0C	1ST YR WHOLE UNIT LABOR WAR
H22E72764	CSAA021MXJ0C	1ST YR WHOLE UNIT LABOR WAR
H22E72765	CSAA021MXJ0D	1ST YR WHOLE UNIT LABOR WAR
H22E72766	CSAA021A0B0A	1ST YR WHOLE UNIT LABOR WAR
H22E72767	CSAA021BXH0D	1ST YR WHOLE UNIT LABOR WAR
H22E72768	CSAA021BXH0B	1ST YR WHOLE UNIT LABOR WAR
H22E72769	CSAA021GXV0A	1ST YR WHOLE UNIT LABOR WAR
H22E72770	CSAA021HXG0G	1ST YR WHOLE UNIT LABOR WAR
H22E72771	CSAA021FXE0C	1ST YR WHOLE UNIT LABOR WAR

Trane
3600 Pammel Creek Road
La Crosse WI 54601-7599



Trane Optional Extended Limited Warranty

Certificate Print Date: 01/05/23

Sold To:

JOHNSON & WOOD INC
ATTN ACCOUNTS PAYABLE
2130 HEMPHILL ROAD
BURTON MI 48529

The product(s) identified below (the "Equipment") is/are covered by a warranty as described in the terms and conditions of the sale between Trane and Customer ("Original Limited Warranty"). In addition, one or more extended warranties ("Extended Limited Warranty") has/have been purchased, the terms and conditions of which are set forth in this document.

Customer Order Number: 523322-3

Sales Order Number: M2U278A

Job Name: JOHANNESBURG-LEWISTON AREA SCHOOLS - LEWISTON K-5

Purchase Price: See invoice associated with the above Sales Order Number

To schedule a Trane Service technician, please identify your local commercial Trane district office by going to the following website address: <https://www.trane.com/commercial/north-america/us/en/contact-us/locate-sales-offices.html>

To download an electronic copy of the Terms and Conditions for Extended Warranty Policies please visit: <https://www.trane.com/commercial/north-america/us/en/services/operate-maintain-repair/hvac-system-management/extended-warranty.html>

Equipment Description:

Serial Number	Model	Warranty Terms & Coverage
H22F79033	HUVC12517AEH	1ST YEAR WHOLE UNIT - LABOR ONLY
H22F79034	HUVC12517AEH	1ST YEAR WHOLE UNIT - LABOR ONLY
H22F79035	HUVC12517AEH	1ST YEAR WHOLE UNIT - LABOR ONLY
H22F79036	HUVC12517AEH	1ST YEAR WHOLE UNIT - LABOR ONLY
H22F79037	HUVC12517AEH	1ST YEAR WHOLE UNIT - LABOR ONLY