

BID DOCUMENTS FOR

**Grove Holman Park Warming Center
1225 Walnut St., Owosso, MI 48867**

**State of Michigan
Department of Natural Resources
Recreational Passport Grant, Number RP20-0059**



**CITY OF OWOSSO
301 W. MAIN STREET
OWOSSO, MICHIGAN 48867**

December 2, 2021

A handwritten signature in black ink, appearing to read "George S. Ananich".



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Division 01 – General Requirements

General Requirements
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TECHNICAL SPECIFICATIONS

The **TECHNICAL SPECIFICATIONS** for these projects are contained on Drawing Sheet G002 of each set of drawings.

DRAWINGS

The following drawings and this Project Manual form the Construction Documents:

Grove Holman Park Renovation Warming Center

- G001 Title Sheet & Code Data
- G002 Specifications
- A101 Demolition Plan
- A102 Demolition Reflected Ceiling Plan
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- M300 Floor Plan – HVAC Demolition
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- E100 Electrical Symbols, Notes, and Abbreviations
- E101 Electrical specification Sheet
- E300 Electrical Demolition Sheet
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- E500 Electrical New power Plan

END OF SECTION

NOTICE TO BIDDERS
City of Owosso
Grove Holman Park Warming Center Renovation
FOR THE CITY OF OWOSSO, MICHIGAN

Sealed proposals will be received by the city of Owosso for the **City of Owosso Grove Holman Park Warming Center Renovation Project** and should be addressed to:

Bid Coordinator
City of Owosso
301 W. Main Street
Owosso, Michigan 48867

Major items include: Work includes but is not limited to: selective demolition, masonry restoration, stucco restoration, steel lintel replacement, steel remediation, rough carpentry, finish carpentry, metal roofing, membrane roofing, EIFS patch and repair, doors, windows, storefront and glazing, window restoration, gypsum board, ceramic tile, painting, signage, awnings, lighting and power.

Bids will be accepted until **3:00 p.m. December 21, 2021** for the **City of Owosso Grove Holman Park Warming Center Renovation Project** which time bids will be publicly opened and read aloud.

All bids must be in writing and must contain an original signature by an authorized officer of the firm. Electronic bids (i.e., telephonic, fax, email, etc.) are **NOT** acceptable.

A **mandatory pre-bid walkthrough** will take place at **1:00 p.m. Monday, December 13, 2021** at the City of Owosso Grove Holman Park Warming Center at **1225 Walnut Street, Owosso, Michigan 48867**.

The bidder agrees that if the city accepts their proposal, the bidder will, within 10 consecutive calendar days after receiving notice of this acceptance, enter into a contract to furnish all labor, equipment and tools necessary to execute the work at the unit prices named in the bid proposal and will furnish the surety for performance, for one hundred percent (100%) of this bid, which shall be accepted and approved by the city.

Local and/or minority participation is strongly encouraged. Applicable state and federal laws regarding the "Conditions of Employment" apply to work under this contract.

All bids shall clearly contain on the outside of the **sealed** envelope in which they are submitted:

City of Owosso Grove Holman Park Warming Center Renovation

Hard copies of the proposal, contract forms and specifications are on file and may be obtained for a fee in accordance with the city's FOIA Policy at the office of the Bid Coordinator, City Hall, 301 West Main Street, Owosso, Michigan 48867. Bid documents are available at no charge on our website at www.ci.owosso.mi.us or on the MITN website at www.mitn.info.

The city reserves the right to accept any proposal; or to reject any proposal; to waive irregularities in a proposal; or to negotiate if it appears to be in the best interest of the city of Owosso.

No work can begin before **April 4, 2022** and all work is to be **substantially** completed by **October 1, 2022**.

INQUIRIES/ADDENDUMS

Addendums will be available on the city's website at www.ci.owosso.mi.us and on the MITN website at www.mitn.info.

All inquiries regarding this bid request must be received at least five (5) calendar days prior to the submission and shall be received in, and responded to, in writing, by e-mail to George Ananich at George@H2AARCHITECTS.NET or Amy Fuller by Fax (989) 725-0526.

INSTRUCTIONS TO BIDDERS

1. Each proposal must be signed by the bidder with his usual signature. Bids by partnerships should be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the name of the corporation, followed by the signature and designation of the president, vice-president or person authorized to bind it in the matter. **Any paperwork not filled out properly or signed will cause the bid to be considered non-responsive and shall be rejected by the city.**
2. Proposals, to receive consideration, must be received prior to the specified time of opening and reading as designated in the invitation.
3. Bidders are requested to use the proposal form furnished by the city when submitting their proposals. Envelopes must be **sealed** when submitted and clearly marked on the outside indicating the name of the bid.
4. Proposals having and erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.
5. References in the specifications or description of materials, supplies, equipment, or services to a particular trade name, manufacturer's catalog, or model number are made for descriptive purposes to guide the bidder in interpreting the type of materials or supplies, equipment, or nature of the work desired. They should not be construed as excluding proposals on equivalent types of materials, supplies, and equipment or for performing the work in a manner other than specified. However, the bidders' attention is called to General Condition six (6).
6. Proposals should be mailed or delivered to: Bid Coordinator's Office, City Hall, 301 W. Main Street, Owosso, MI 48867.
7. Special conditions included in this inquiry shall take precedence over any conditions listed under General Conditions or Instructions to Bidders.
8. Insurance coverage – The winning bidder, prior to execution of the contract, shall file with the city copies of completed certificates of insurance naming the city of Owosso as an additional insured party, as evidence that the contractor carries adequate insurance satisfactory to the city.
9. **The following items must be included with the bid response:**
 - a. **Vendor Proposal**
 - b. **W-9 Request for Taxpayer ID No. and Certification**
 - c. **Signature Page & Legal Status/ Acknowledgement of Addendum(s)**
 - d. **Insurance Endorsement**
 - e. **Proposer Qualifications Form**
 - f. **Familial Relationship Sworn Statement**
 - g. **Iran Business Relationship Affidavit**
 - h. **Bid Bond**

SECTION 00 42 01

PROPOSAL FORM

PROJECT: City of Owosso - Owosso Grove Holman Park Warming Center Renovation

Business Name of Proposer _____

Address: _____

Telephone: _____ Date: _____

Email: _____

To: City of Owosso:

I the undersigned, have received the specifications and drawings for the Construction Work of the above named project prepared by H2A Architects Inc. I have also received the Addenda acknowledged below and have included all their provisions and costs in my proposal. Having carefully considered and examined all Contract Documents, having visited the site and examined all conditions affecting the work, I submit the following proposal and hereby agree;

1. To furnish all labor, services, materials, equipment and coordination of trades required to perform all work in strict conformance with the Contract Documents, including all commissions, overhead, taxes, fees and profit.
2. To complete the work by time stipulated on the Proposal form and under the conditions as outlined in the Contract Documents.
3. To accept the provisions of the Instructions to Proposers regarding disposition of proposal Security.
4. To hold my proposal open for a maximum period of sixty (60) days.

Grove Holman Park Warming Center Renovation 1225 Walnut St, Owosso, MI: Work as shown on the drawings and specifications, including but not limited to: selective demolition, masonry, steel lintel replacement, rough carpentry, finish carpentry, painting, signage, electrical and lighting.

Grove Holman Park Warming Center Renovation 1225 Walnut St, Owosso, MI - Amount in words:

\$ _____ Total Amount

Unit Prices:

Should I, the undersigned, be required to perform **additional work** beyond what is indicated in the Contract Documents, I hereby agree to make additions to the contract amount based on the following Unit Prices. All Unit Prices include labor, material, overhead, profit, taxes, insurance and all related charges.

<u>Description</u>	<u>Material Cost</u>	<u>Labor Cost</u>	<u>Total Cost</u>
Roof ridge vent - lf	\$ _____	\$ _____	\$ _____ each

Addenda:

The undersigned, hereby acknowledges receipt of the following addenda:

Addendum No. Date

_____	_____
_____	_____
_____	_____

Subcontractors:

I, the Proposer, propose the following list of major sub-contractors to be employed on the project (subject to final approval by the Owner and the Design Professional):

Demolition

Masonry

Stucco

Carpentry

Doors

Windows

Ceramic Tile

Painting

Electrical

Site Superintendent:

The following, full time on site job superintendent will be assigned to this project:

Name: _____

Superintendent will not be reassigned, during duration of the project without approval of the Owner and Design Professional.

VARIANCE FROM SPECIFICATIONS: If the bidder is unable to comply with the timeline requirements of the contract documents as outlined, the bidder shall clearly note his/her proposed timeline.

The bidder may also propose additions or alternatives to the specifications for the City to consider, the cost associated with these additions or alternatives shall be clearly stated on a separate page labeled "other services/items offered" as voluntary alternates. The bidders base-bid proposal must be in compliance with the specifications provided.

If products specified are unavailable, contractor shall include an alternative equivalent product in the base-bid, but clearly state the unavailability and the alternate product quoted in the base-bid. The architect shall be the sole judge of product equivalency.

Time for Completion:

I, the undersigned, hereby agree to complete all the work and improvements as specified in the contract documents as stated in the notice to bidders

Liquidated damages shall apply if the Contractor does not complete the work within these requirements and as indicted in the Notice to Bidders and the General Requirements Section 01 10 00, item 1.09.

FINAL EXECUTION

Acceptance:

The undersigned, is duly authorized to enter into a contract on behalf of the above listed Proposer.

The undersigned agrees that if the City accepts this proposal, Contractor will, within (10) consecutive calendar days after receiving notice of this acceptance, enter into a contract to furnish all material, labor, equipment and tools necessary to execute the work at the prices named in the bid proposal.

Further I agree, if awarded the contract, to execute and deliver to the Owner prior to the signing of the contract, insurance certifications which fully comply with the specifications, and satisfactory bonds, in the form of 100% 'Performance Bond' and 100% 'Labor and Material Payment Bond'. All insurance coverages will be provided by a company licensed to carry out business in the State of Michigan.

The undersigned certifies on behalf of the Proposer that the Proposer is **not an "Iran Linked Business"** as defined in the Iran Economic Sanctions Act of the State of Michigan, 2012 PA 517.

I have enclosed the required bid security, in the amount of five percent (5%) of the Base Bid.

A recreation passport grant is being used to partially fund this project. The contractor and other sub-contractors must comply with all the requirements of 1976 PA 453 (Elliott-Larson Civil Rights Act), and executive Directive 2019-2019-09, as amended.

On behalf of _____, I hereby submit this proposal for City of Owosso **Grove Holman Park Warming Center Renovation 1225 Walnut St, Owosso, MI** for your consideration. The undersigned acknowledges that this proposal is subject to the General Conditions, Supplementary Conditions, General Requirements and the Specifications included in the Contract Documents. In submitting this proposal, it is understood that the right is reserved by the City to reject any and all proposals and waive any irregularities in the bidding process.

Dated and signed at _____ State of _____

This _____ day of _____, 2018.

BY: _____

Signature

Printed Name and Title

WITNESS: _____

Signature

Printed Name

END OF SECTION

SECTION 00 42 02

FAMILIAL RELATIONSHIP SWORN STATEMENT

_____ does hereby disclose that:

(Company Name)

_____ YES, There exists a familial relationship between the City of Owosso representatives, members of their Board(s), Directors or Supervisor(s), officer(s) or employee(s) and the Owner(s), officer(s) or employee(s) of:

(Company Name)

Disclosure Between

Name _____	and	Name _____
Title _____		Title _____
Relationship _____		Relationship _____

_____ NO, A familial relationship does not exist between the City of Owosso representatives, members of their Board(s), Directors or Supervisor(s), officer(s) or employee(s) and the Owner(s), officer(s) or employee(s) of:

(Company Name)

Name (printed) _____ Position _____

Signature _____ Date _____

Notary Public (printed) _____

Signature _____ County _____

Date _____ My Commission Expires _____

Affix Notary Seal here:

SECTION 00 43 01

IRAN BUSINESS RELATIONSHIP AFFIDAVIT

PROJECT: CITY OF OWOSSO - Grove Holman Park Warming Center Renovation
STREET ADDRESS: 301 W. MAIN STREET
CITY, STATE, ZIP: OWOSSO, MI 8867

Effective April 1, 2013 all bids, proposals and/or qualification statements received in the State of Michigan must comply with the "Iran Economic Sanctions Act". The following certification is to be signed and included at the time of submittal.

GENERAL CONTRACTOR: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

Pursuant to the Michigan Iran Economic Sanctions Act, 2012 P.A. 517, by submitting a bid, proposal or response, Respondent certifies, under civil penalty for false certification, that it is fully eligible to do so under law and that it is not an "Iran Linked Business," as that term is defined in the Act.

SIGNATURE

COMPANY

TITLE

ADDRESS

DATE

CITY, STATE, ZIP

END OF SECTION

W-9 INFORMATION FOR LEGAL STATUS

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

Other entities. Enter your business name as shown on required federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the “Business name/disregarded entity name” line.

Please see attached W-9 Request for Taxpayer Identification Number and Certification form for a detailed explanation on filling out the W-9 form.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) See instructions.	
	Requester's name and address (optional)	
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
-				-					
or									
Employer identification number									
-									

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

SIGNATURE PAGE AND LEGAL STATUS

The undersigned certifies that he is an official legally authorized to bind his firm and to enter into a contract should the city accept this proposal.

Bid proposal by _____
(Name of Firm)

Legal status of bidder. Please check the appropriate box and **USE CORRECT LEGAL NAME.**

A. Corporation ____ ; State of Incorporation _____

B. Partnership ____ ; List of names _____

C. DBA ____ ; State full name _____ DBA

D. Other ____ ; Explain _____

Signature of Bidder _____ Title _____
(Authorized Signature)

Printed name _____

Signature of Bidder _____ Title _____
(Authorized Signature)

Printed name _____

Address _____ City _____ Zip _____

Telephone () _____

Signed this _____ day of _____ 20____.

Bidder acknowledges receipt of the following Addenda:

ADDENDUM NO.	BIDDER'S INITIALS
_____	_____
_____	_____
_____	_____

PROOF OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED (CONTRACTOR)

COMPANIES AFFORDING COVERAGE

ADDRESS

A.
B.
C.

It is hereby understood and agreed that the city of Owosso, its city council and each member thereof and every officer and employee of the city shall be named as joint and several assureds with respect to claims arising out of the following project:

BID NAME

It is further agreed that the following indemnity agreement between the city of Owosso and the named insured is covered under this policy: Contractor agrees to indemnify, hold harmless and defend city, its city council and each member thereof and every officer and employee of city from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against city, its city council and each member thereof and any officer or employee of city which results directly or indirectly from the wrongful or negligent actions of contractor’s officers, employees, agents or others employed by Contractor while engaged by contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company’s liability and that insurer waives any right on contribution with insurance which may be available to the city of Owosso.

The contractor, or any of their subcontractors, shall not commence work under this contract until they have attained the insurance required below, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the city of Owosso. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR’s are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverage:

1. **Worker’s Compensation Insurance** including Employers’ Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. **Commercial General Liability Insurance** on an “Occurrence Basis” with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included.
3. **Automobile Liability** including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. **Additional Insured:** Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be **Additional Insureds:** City of Owosso, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming City of Owosso as additional insured, coverage afforded is considered to be primary and any other insurance the city of Owosso may have in effect shall be considered secondary and/or excess.
5. **Cancellation Notice:** All policies, as described above, shall include an endorsement stating that it is understood and agreed that a Ten (10) days notice for non-payment of premium is required and a Thirty (30) days notice is required for Non-Renewal, Reduction, and/or Material Change, shall be sent to: City of Owosso, Bid Coordinator, 301 W. Main Street, Owosso, Michigan 48867.

6. **Proof of Insurance Coverage:** The Contractor shall provide the city of Owosso, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the city of Owosso at least ten (10) days prior to the expiration date.

Please include a copy of insurance declaration verifying amounts of coverage. The verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE _____

BY _____
Authorized Insurance Agent

AGENCY _____

TITLE _____

ADDRESS _____

SECTION 00 43 21

PROPOSER QUALIFICATION FORM

PROJECT: CITY OF OWOSSO Grove Holman Park Warming Center Renovation

Name of Proposer _____

Address: _____

City/State: _____ Zip: _____

Telephone: _____ Email: _____

Company History

Year Established: _____ Years in Business: _____ Number of Employees: _____ FT _____ PT

Percent of your business that is commercial contracting _____ %

Type of Organization: (check one)

Individual _____ Partnership _____ Corporation _____ Joint Venture _____

How many years has your company been providing contractor services? Provide narrative on your background, capabilities, and knowledge as it relates to contracting services:

Public Sector Clients served:

Project Name:	Contact Person	Phone	Email
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Provide a description of any current projects and the previous three projects that your company has performed contracting services for that are similar in type, scope and size to this project including HUD/CDBG, SHPO, or MEDC related projects.:

Project Name	Location	Year
--------------	----------	------

_____	_____	_____
-------	-------	-------

_____	_____	_____
-------	-------	-------

Company Name

Description:

Project Name	Location	Year
--------------	----------	------

_____	_____	_____
-------	-------	-------

_____	_____	_____
-------	-------	-------

Company Name

Description:

Project Name	Location	Year
--------------	----------	------

_____	_____	_____
-------	-------	-------

_____	_____	_____
-------	-------	-------

Company Name

Description:

How would you describe your company's current and upcoming workload?

What is your company's proposed work plan/schedule/timeline for this project?

Has your company ever been involved in, or had an official complaint filed by any agency or department of the State of Michigan or local governmental unit against your company, the owner(s) of the company or any company personnel who will be assigned to this project?

No _____

If Yes, please provide an explanation:

Has your company, or any individual officers, employees or agents of your company, been involved in litigation against your company in the past five (5) years?

No _____

If Yes, please provide an explanation:

Attach a resume for: Project Manager Site Superintendent

I hereby certify that, as of the above date, the information provided in this Qualification Statement is true and sufficiently complete so as not to be misleading.

Representative's Name: _____

Signature: _____

Title: _____

DRAFT AIA® Document A312™ - 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

« »
« »

SURETY:

(Name, legal status and principal place of business)

« »
« »

OWNER:

(Name, legal status and address)

« »
« »

CONSTRUCTION CONTRACT

Date: « »

Amount: \$ « »

Description:

(Name and location)

«Eagle's Nest Academy»

« »

BOND

Date:

(Not earlier than Construction Contract Date)

« »

Amount: \$ « »

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature:

Name and « »

Title:

(Any additional signatures appear on the last page of this Performance Bond.)

Signature:

Name and « »

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

« »
« »
« »

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

« »
« »
« »
« »
« »
« »

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

« »

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

CONTRACTOR AS PRINCIPAL

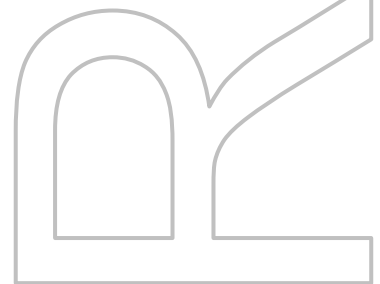
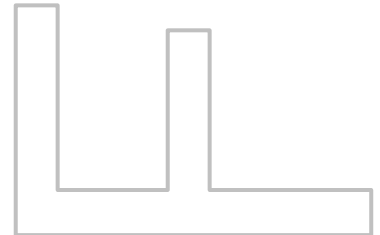
Company: _____ (Corporate Seal)

Signature: _____
Name and Title: « »« »
Address: « »

SURETY

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: « »« »
Address: « »



DRAFT AIA® Document A312™ - 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

« »
« »

SURETY:

(Name, legal status and principal place of business)

« »
« »

OWNER:

(Name, legal status and address)

« »
« »

CONSTRUCTION CONTRACT

Date: « »

Amount: \$ « »

Description:

(Name and location)

«Eagle's Nest Academy»

« »

BOND

Date:

(Not earlier than Construction Contract Date)

« »

Amount: \$ « »

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature:

Name and « »

Title:

(Any additional signatures appear on the last page of this Payment Bond.)

Signature:

Name and « »

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

« »
« »
« »

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

« »
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« »
« »
« »

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.

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

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

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

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

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

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

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

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

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

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

§ 18 Modifications to this bond are as follows:

<< >>

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

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: << >><< >>
Address: << >>

SURETY

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: << >><< >>
Address: << >>

GENERAL CONDITIONS

1. BID ACCEPTANCE

The city reserves the right to reject any or all proposals. Unless otherwise specified, the city reserves the right to accept any item in the proposal. The city objects to any additional terms stated in any documents submitted by the contractor. Performance pursuant to our Purchase Order/Equipment Agreement constitutes a course of conduct consisting of Contractor's Agreement to the terms of our Purchase Order/Equipment Agreement.

2. PAYMENT - None

3. BID DEFAULT

In case of default by the bidder or contractor, the city of Owosso may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.

4. UNIT PRICES

Prices should be stated in units without regard to quantity. This is for unforeseen work.

5. QUOTED PRICES

Unless otherwise stated by the bidder, prices quoted will be considered as being based on delivery to a designated destination and to include all charges for packing, crating, containers, shipping, etc., and being in strict accordance with specifications and standards as shown.

6. SUBSTITUTIONS

Wherever a reference is made in the specifications or description of the materials, supplies, equipment, or services required, to a particular trade name, manufacturer's catalog, or model number, the bidder, if awarded a contract or order, will be required to furnish the particular item referred to in strict accordance with the specifications or description unless a departure or substitution is either approved by the architect in advance clearly noted as an unavailable product and described in the proposal.

7. HOLD CITY HARMLESS

The bidder, if awarded an order or contract, agrees to protect, defend, and save the city harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract. Bidder further agrees to indemnify and save the city harmless from suits or action of every nature and description brought against it, for or on account of any injuries or damages received or sustained by any party or parties, by or from any of the acts of the contractor, his employees, subcontractors, or agents.

8. COMPETITIVE BIDDING STATUTES

The laws of the state of Michigan, the charter and ordinances of the city of Owosso, as far as they apply to the laws of competitive bidding, contracts and purchases, are made a part hereof.

9. SAMPLES

Samples, when requested, must be furnished free of expense to the city and, if not destroyed, will upon request be returned at the bidder's expense.

10. BONDS

A certified check or bid bond may be required, payable to the City of Owosso. If so required in the bid documents, a performance bond and labor and material bond in the amounts equal to the bid award, and shall be on file with the city before work commences. The city will determine the amount and sufficiency of the sureties.

11. PROPOSAL GUARANTEE

All checks or bid bonds, except those of the three lowest bidders, will be returned when the bids have been opened and tabulated. The certified checks or bid bonds of the three lowest bidders will be held until the contract documents have been signed, after which remaining certified checks or bid bonds will be returned to the respective bidders.

12. BIDDERS

The city may demand that the contractor file a sworn experience and financial statement setting forth the financial resources, adequacy of plant and equipment, organization, experience, and other pertinent and material facts as may be desirable.

13. DAMAGE LIABILITY AND INSURANCE

The contractor shall save harmless and indemnify the city and its employees against all claims for damages to public or private property and for injuries to persons arising during the progress and because of the work.

- a. Workers' compensation insurance - The contractor, before the execution of the contract, shall file a certification that the contractor carries workers' compensation insurance.
- b. Bodily injury and property damage - The contractor, before execution of the contract, shall file with the city copies of completed certificates, of insurance acceptable to the city naming the city as an insured party. The coverage shall afford protection against damage claims to public or private property, and injuries to persons, arising out of and during the progress of the work, and to its completion and, where specified in the proposal, similar insurance to protect the owners of premises on or near which construction operations take place.
- c. Bodily injury and property damages other than automobile - Unless otherwise specifically required by special provisions in the proposal, the minimum limits of property damage and bodily injury liability covering each contract shall be:

Bodily injury and property damage liability:

Each occurrence: \$1,000,000

Aggregate: \$2,000,000

Such insurance shall include, but not be limited to, coverage for: a) underground damage to facilities due to drilling and excavating with mechanical equipment and b) collapse or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition.

- d. Owners' protective liability - Bodily injury and property damage protection shall be extended to the city.
- e. Bodily injury liability and property damage liability automobiles - Unless otherwise specifically required by special provisions in the proposal, the minimum limits of bodily injury liability and property damage liability shall be:

Bodily injury liability:

Each person: \$ 500,000

Each occurrence: \$1,000,000

Property damage liability:

Each occurrence: \$1,000,000

Combined single limit for bodily injury and property damage liability:

Each occurrence: \$2,000,000

- f. Notice - The contractor shall not cancel or reduce the coverage of any insurance required by this section without providing 30-day prior written notice to the city. All such insurance must include an endorsement under which the insurer shall agree to notify the city immediately of any reduction by the contractor. The contractor shall cease operations on the occurrence of any such cancellation or reduction, and shall not resume operations until new insurance is in force.
- g. Reports - At the request of the city, the contractor or the contractor's insurance carrier shall report claims received, inspections made, and disposition of claims.

14. PROTECTION OF LAND MONUMENTS AND PROPERTY STAKES

Land monuments or stakes marking property corners shall not be moved or otherwise disturbed except as directed by the city. If any land monuments or lot stakes are moved or disturbed by the contractor, the cost of replacing each land monument or lot stake so moved or disturbed shall be deducted from any money due the contractor, as payment to the city for the cost of replacing said land monument or lot stakes.

15. CONTRACTOR'S RESPONSIBILITY FOR WORK

The contractor shall be responsible for any damages that the work may sustain before its acceptance, and shall rebuild, repair, restore and make good, at its own expense, all injuries and damages to any portion of the work by the action of the elements or from any cause whatsoever before its acceptance. Neither the final payment nor any provision in the contract documents shall relieve the contractor of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law, and, upon written notice, the contractor shall remove any defects due therefrom and pay for any damaged due to other work resulting therefrom, which shall appear within one year after the date of completion and acceptance.

16. PAYMENT

At monthly intervals commencing after construction has been started, the city will make partial payment to the contractor based on a duly-certified estimate prepared by the city of the work done by the contractor during the preceding four-week period. Each estimate will be submitted to the city council for approval on either the first or third Monday of each month. The city will retain ten percent (10%) of the amount of each such estimate until final completion and acceptance of all work covered by this contract.

Before the contractor shall demand payment, contractor will furnish to the city, supported by sworn statements, satisfactory evidence that all persons that have supplied labor, materials, or equipment for the work embraced under this contract have been fully paid for the same; and that, in case such evidence be not furnished as aforesaid, such sums as the city may deem necessary to meet the lawful claims of such persons may be retained by the city from any monies that may be due or become due to the contractor under this contract until such liabilities shall be fully discharged and the evidence thereof be furnished to the city.

HUD and CDBG payroll requirements apply to this project, as such certified payroll forms are required to be submitted for each week covered by the pay application period.

17. CITY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF

Besides the payment to be retained by the city under the preceding provisions of these general conditions, the city may withhold a sufficient amount of any payment otherwise due to the contractor to cover a) payments earned or due for just claims for furnish labor or materials on the project under this contract, b) for defective work not remedied and c) for failure of the contractor to make proper payments to subcontractors. The city shall disburse and shall have the right to act as agent for the contractor in disbursing such funds as have been previously withheld pursuant to this paragraph to the party or parties

who are entitled to payment from it. The city will pay to the contractor a proper accounting of all such funds disbursed for the contractor.

18. OWNER'S RIGHT TO DO WORK

If the contractor should neglect to prosecute the work properly or fail to perform any provisions of this contract, the city, after three (3) days' written notice to the contractor and contractor's surety, may without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost of it from the payment due the contractor.

19. DEFINITION OF NOTICE

Where in any of the contract documents there is any provision in respect to the giving of notice, such notice shall be deemed given to the owner, when written notice is delivered to the city manager, or placed in the United States mail addressed to the city clerk; as to the contractor, when a written notice shall be delivered to contractor's representative at the project site or by mailing such written notice in the United States mail addressed to the contractor at the place stated in the bid proposal as the business address; as to the surety on the performance bond, when a written notice is placed in the United States mail addressed to the surety at the surety's home office or to its agent or agents who executed such performance bond on behalf of the surety.

20. SUBCONTRACTS

The contractor's listed subcontractors shall be subject to approval by the city. The contractor shall be responsible for the acts or omissions of any subcontractor and of anyone employed directly or indirectly by such subcontractor.

21. ASSIGNMENT OF CONTRACT

The contractor shall not assign this contract or any part hereof without the written consent of the city. No assignment shall be valid unless it shall contain a provision that any funds to be paid to the assignee under this agreement are subject to a prior lien for services rendered or materials or supplies for the performance of the work specified in the contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

22. MAINTAINING TRAFFIC

The contractor shall provide flares, signs, barricades, traffic regulators, etc., to conform to the current *Michigan Manual of Uniform Traffic Control Devices and Michigan Building Code 2015* or as directed by the city. The contractor shall not close any road or street or sidewalk without the permission of the city. If any street or road or sidewalk is to be closed by the contractor, it shall be the responsibility of the contractor to notify the Owosso fire department when the street will be closed and again when the street is open to traffic. Traffic control devices for any detours deemed necessary by the city shall be provided by the contractor. Cost of maintaining shall be incidental to the cost of the project unless otherwise provided.

23. ORDER OF COMPLETION

The contractor shall submit, whenever requested by the city, a schedule of the work showing completion dates. The city may request that certain portions of the work be done before other portions. If so requested, the contractor shall arrange to schedule to meet the request by the owner.

24. USE OF COMPLETED PORTIONS

The city shall have the right to take possession and use any completed or partially completed portions of the work; but such taking possession and use shall not be deemed acceptance. Pending final completion and acceptance of the work, all necessary repairs and adjustments on any section of the work due to defective material, workmanship, natural causes, or other operations of the contractor, other than normal wear and tear, shall be done by and at the expense of the contractor.

25. WATER SUPPLY

The contractor shall secure an adequate water supply for use in construction and for drinking water for the employees. The city's water is available through tank fill at the DPW and by meter. The contractor shall make necessary inquiries and application and shall pay all costs involved. Connections, piping and fittings for conveying water shall be furnished and maintained by the contractor. Contractor shall pay for water according to the city's established rates. Meters have a limited availability and are on a first come first serve basis.

26. CLEANUP

The contractor shall keep the project free from waste materials or rubbish caused by its employees or work. This includes as a minimum excess excavation or backfill material, broken or rejected materials, empty containers or general debris. The owner may require complete cleanup of certain areas as construction is completed.

27. SUPERVISION

The contractor shall have a superintendent on the job site to coordinate and expedite the various construction activities for the duration of this contract.

28. EQUAL EMPLOYMENT OPPORTUNITY AND OTHER CLAUSES

The contractor shall agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined by Michigan Compiled Statutes, or national origin. This provision shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of the non-discrimination clause.

29. PERMITS AND INSPECTIONS:

The owner has applied for the building permit from the city of Owosso. The contractor is NOT required to pick up pay for same and is NOT required to pay all applicable inspection fees.

SECTION 00 80 00

SUPPLEMENTARY GENERAL CONDITIONS

PART 1 GENERAL

1.01 Agreement Forms:

- A. The contract form of agreement between the Owner and Contractor shall be:
 - 1. AIA Standard Form of Agreement Between Owner and Contractor, as amended ... (AIA Document A101 - 2007 Edition).

1.02 Related Documents:

- A. Standard AIA Forms: The General Conditions of the Contract for the Construction of buildings "Standard Form of the American Institute of Architects" 2007 Edition, AIA Document A201, Articles 1 through 14 inclusive, are hereby made an integral part of this specification.
- B. Where any Article of the "AIA General Conditions" is supplemented hereby, the AIA Provisions of such Article shall remain in effect. All supplemental provisions shall be considered as added thereto.
- C. Where any such Article is amended, voided, or superseded the provisions of such Article not so specifically amended, voided, or superseded shall remain in effect.
- D. The AIA Document A201 may be reviewed at the office of the Design Professional and/or may be purchased/obtained from the American Institute of Architects, www.aia.org.
- E. The following Articles of the General Conditions are modified herein:
 - 1. Article 1 - General Provisions
 - 2. Article 3 - Contractor
 - 3. Article 7 - Changes in the Work
 - 4. Article 8 - Time
 - 5. Article 9 - Payments and Completion
 - 6. Article 10 - Protection of Persons and Property
 - 7. Article 11 - Insurance and Bonds
 - 8. Article 16 - Equal Opportunity

PART 2 CHANGES AND ALTERATIONS:

2.01 ARTICLE 1 - GENERAL PROVISIONS:

- A. 1.1 BASIC DEFINITIONS; add the following subparagraphs:
- B. 1.1.9 OR EQUAL: The words "or equal" or "approved equivalent" shall mean any material, system or article which, as finally determined by the Design Professional is equal in quality, durability, appearance, strength, and design to the material, system, or article specified and will perform adequately the functions imposed by the general design.
 - 1. The Proposer shall have the burden of proving, at his own cost and expense, to the satisfaction of the Design Professional, that the proposed product is equal to the specified product.
 - 2. Requests for approval of proposed equivalents will be received by the Design Professional on the "Substitution Request Form".
 - 3. Requests for approval of proposed equivalents will be considered by the Design Professional after bidding only in the following cases:
 - a. The specified products cannot be obtained because of discontinued product.
 - b. The proposed equivalent is superior, or is equal to the specified product and has advantages for the Owner in the opinion of the Design Professional.

- c. The proposed equivalent is guaranteed, in writing, by the Contractor for minimum of one year after final acceptance of the building or for a longer period of time equal to that required in the Contract Documents for originally specified product.
 - 4. Where the Design Professional, pursuant to the provisions of this section, approved a contractor proposed equivalent product and upon installation such product requires a different quantity and/or arrangement of duct work, piping, wiring, conduit, or any other part of the work from that originally specified, detailed or indicated in the Contract Documents, the Contractor shall provide all additional materials and services required at his own expenditure with no additional cost added to original contract sum.
- C. 1.1.10 DESIGN PROFESSIONAL: The words "Design Professional" shall refer to H2A Architects Inc., including their employees and consultants.
- D. 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS; add the following subparagraph
- 1. 1.2.4: The Drawings are intended to show design, general arrangement and extent of the work and are partly diagrammatic. They are not intended to be scaled or used for rough-in measurements, nor to be used as Shop Drawings. Inadvertent discrepancies or the omission of notes or details on any drawing but given on another drawing shall not be cause for additional charge or claim.

2.02 ARTICLE 3 - CONTRACTOR:

- A. 3.4 LABOR AND MATERIALS; add the following subparagraphs:
- 1. 3.4.4 Prior to the execution of the contract, the contractor shall provide a list showing the name of the manufacturer proposed to be used for each of the products identified in the General Requirements of the Specifications (Division 1) in particular Schedule of Values and where applicable, the name of the installing subcontractor.
 - 2. 3.4.5 The Design Professional will promptly reply in writing to the Contractor stating whether the Owner or the Design Professional, after due investigation, has reasonable objection to any such proposal. If adequate data on any proposed manufacturer or installer is not available, the Design Professional may state that action will be deferred until the Contractor provides further data. Failure of the Owner or the Design Professional to reply promptly shall constitute notice of no reasonable objection. Failure to object to a manufacturer shall not constitute a waiver of any of the requirements of the Contract Documents, and all products furnished by the listed manufacturer must conform to such requirements.
 - 3. 3.4.6 After the Contract has been executed, the Owner and the Design Professional will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements of the Specifications (Divisions 1). By making requests for substitutions based on Subparagraph 3.4.4.1 above, the Contractor:
 - a. .1 Represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified.
 - b. .2 Represents that the Contractor will provide the same warranty for the substitution that the contractor would for that specified.
 - c. .3 Certifies that the cost data presented is complete and includes all related costs under this Contract but excludes costs under separate Contracts, and excludes the Design Professional's redesign costs, and waives all claims for additional costs related to the substitution subsequently become apparent.
 - d. .4 Will coordinate the installation of the accepted substitute, making such changes as may be required for the work to be complete in all respects.
 - 4. 3.4.7 It is hereby understood and agreed that no products or materials containing asbestos including chrysotile, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos, or any combination of these materials that have been chemically treated and/or altered, shall be installed or introduced into the building by

the Contractor, his employees, agents, subcontractors, or other individuals or entities over whom the Contractor has control.

- a. .1 The Contractor will be required to sign and submit the "Contractor Certification of Asbestos-Free Product Installation Form," included at the end of General Requirements, Division 1, that all products and materials installed or introduced into the building will be asbestos-free.
 - b. .2 The Contractor will also be required to furnish statements from the manufacturer verifying their products to be asbestos-free.
5. 3.4.8 The Contractor shall comply with Section 4, Act 251, Public Acts of 1955, State of Michigan, and agree that he and his Subcontractors will not discriminate against an employee or applicant for employment to be employed in the performance of the Work, with respect to his hire, tenure, terms, conditions or privileges of employment, because of his race, sex, religion, age, national origin, color, marital status, handicap or political beliefs.
- B. 3.5 WARRANTY; add the following subparagraph:
1. 3.5.2 Each Contractor shall submit to the Design Professional, a written guarantee which shall be in accordance with Article 3, subparagraph 3.5.1 and Article 13, subparagraph 13.7.1.3 of the General Conditions, and all such additional guarantees, in writing, as are required by the specifications. All guarantees for material and workmanship shall be for a minimum one (1) year period, starting at the date of substantial completion, or for a longer period of time as specified in individual sections of specifications.

2.03 ARTICLE 7 - CHANGES IN THE WORK:

- A. 7.3 CONSTRUCTION CHANGE DIRECTIVES; make the following clarification to subparagraph 7.3.6:
1. In the first sentence of subparagraph 7.3.6, delete the words "a reasonable allowance for overhead and profit" and substitute "an allowance for overhead and profit in accordance with the schedule set forth in subparagraph 7.3.6.6 below."
- B. 7.3 CONSTRUCTION CHANGE DIRECTIVES; add the following subparagraph:
1. 7.3.7.6 In subparagraph 7.3.7, the allowance for overhead and profit combined, included in the total cost to the Owner, shall be based on the following schedule:
 - a. For the Contractor for any work performed by the Contractor's own forces, use 10% (percent) of the cost.
 - b. For the Contractor, for any work performed by the Contractor's Subcontractors, use 10% (percent) of the amount due the Subcontractor.
 - c. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials, and Subcontracts. Labor and materials shall be itemized in the format described in 'H2A Bulletin Pricing Format'. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change be approved without such itemization.

2.04 ARTICLE 8 - TIME:

- A. 8.1 DEFINITIONS; add the following subparagraphs:
1. 8.1.5 As between the Owner and the Contractor: as to all acts or failures to act occurring prior to the relevant Date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of substantial completion; as to all acts or failures to act occurring subsequent to the relevant Date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment.

2. 8.1.6 It shall be understood and agreed that the time stated in the Proposal Form for the completion of the work under the Contract is reasonable, taking into consideration the average climatic conditions of the project site, conditions of the construction industry, and the labor availability in the locality.

2.05 ARTICLE 9 - PAYMENTS AND COMPLETION:

- A. 9.3 APPLICATIONS FOR PAYMENT; add the following subparagraphs:
 1. 9.3.4 The Contractor will be paid monthly progress payments up to ninety percent (90%) of the value of the Work completed less retainage of ten percent (10%) upon issuance of monthly certificates of payment by the Design Professional.
 2. 9.3.5 Applications submitted to the Design Professional and shall be reviewed within 21 days. Submit one original and two copies of application, AIA forms G702.
 3. 9.3.6 Applications for payment will be promptly forwarded to the Owner after review by the Design Professional and shall be paid by the Owner 30 days after the Owner receives the application from the Design Professional.
 4. 9.3.7 Application may be made for amount of material and equipment delivered and stored at site or in approved off site storage, less ten percent (10%) retainage. Submit proof of insurance coverage for items stored off site.
 5. 9.3.8 Amounts of changes in work, not in dispute, pending final determination of cost may be applied for, less ten percent (10%) retainage, as provided for in subparagraph 9.3.1.1 of the General Conditions.
 6. 9.3.9 Final payment to the Contractor will be made thirty (30) days after the Work is finally complete, all items on the Design Professional's "Punch List" have been resolved satisfactorily and the Work is accepted by the Design Professional and the Owner.
 7. 9.3.10 The Contractor shall also furnish with his application his Sworn Statement that all bills up to the amount requested have been paid. Every application shall be complete with Waivers of Lien (If required) from suppliers and subcontractors.
- B. 9.8 SUBSTANTIAL COMPLETION; In subparagraph 9.8.5, delete the second (2nd) sentence beginning with, "Upon such acceptance and consent of surety", in its entirety and add the following subparagraph:
 1. 9.8.6 Upon issuance of the Certificate of Substantial Completion, the ten percent (10%) retainage shall not be reduced nor released until all items contained in the Design Professional's "Punch List" have been satisfactorily resolved.

2.06 ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY:

- A. 10.2 SAFETY OF PERSONS AND PROPERTY; add the following to subparagraphs 10.2.2:
 1. The Contractor shall comply with the General Safety Rules and Regulations for the Construction Industry as covered in the Construction Safety Act 89 of Public Acts of 1963, State of Michigan and all other applicable current State and Federal Safety Regulations now in force, or enforce at the time of performance of the work.

2.07 ARTICLE 11 - INSURANCE AND BOND: The following shall apply unless other insurances and limits have been established in the General Conditions.

- A. 11.1 CONTRACTOR'S LIABILITY INSURANCE; add the following to the end of paragraph: In the event that liability insurance coverage is written on an occurrence basis, such coverage shall be continued at the Contractor's expense, with the additional insured endorsement also continuing, for a period of three (3) years after the date of final payment.
- B. 11.1 CONTRACTOR'S LIABILITY INSURANCE; add the following subparagraph:
 1. 11.1.5 The Contractor shall maintain the following limits of insurances which will protect the Contractor from liability under Workers' Compensation Acts and other Employee Benefits acts in accordance with the law in force where the building or structure is to be

built and from liability for damages because of personal injury including death and property damage, including accident claims due to motor vehicles, off road vehicles, all under Commercial General and Automobile Bodily injury and Property Damage form of policies, which may arise both out of and during work under this Contract, whether such work be by the Contractors themselves or by a Subcontractor or anyone directly employed by either of them as covered in Article 11 of General Conditions.

2. Workers' Compensation as required by the State of Michigan and Employer's Liability with minimum limits of:
 - a. \$1,000,000 each accident
 - b. \$1,000,000 Disease policy limit
 - c. \$1,000,000 Disease each employee
 3. Commercial General Liability with minimum limits of:
 - a. \$2,000,000 General Aggregate.
 - b. \$2,000,000 Products / Completed Operations.
 - c. \$1,000,000 Personal and Advertising Liability.
 - d. \$1,000,000 each occurrence.
 - e. This insurance shall include coverage for damage to utilities and explosion hazards, collapse, and excavating hazards and undermining hazards (XCU).
 4. The State of Michigan has a no-fault automobile insurance requirement. The Contractor shall be certain coverage is provided which conforms to any specific stipulation in the Law.
 5. Automobile Personal Injury and Property Damage Liability with a combined single limit of:
 - a. \$500,000 each person.
 - b. \$1,000,000 each occurrence.
 - c. To include coverage of all off road vehicles.
 6. Excess Liability with minimum limits of \$2,000,000, providing excess over all of the above liability coverages.
 7. The Owner and Design Professional shall be named as an additional insured on all of the above policies, except Workers' Compensation.
 8. All certificates must have the cancellation clause amended to read as follows:
 - a. "Should any of the above policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holders."
 9. All insurance shall be carried with companies authorized to do business in the State of Michigan.
- C. 11.2 BUILDER'S RISK LIABILITY INSURANCE; add the following subparagraphs:
1. 11.2.2 The Owner shall provide Builder's Risk Insurance for the Work on a 100% completed value basis.
- D. 11.3 PROPERTY INSURANCE; add the following subparagraphs:
1. 11.3.1.7 Certificates of Insurance shall be provided to the Owner and Design Professional.
 2. 11.3.1.8 The Contractor and his subcontractors shall, at their option, separately insure all their respective equipment such as tools, equipment scaffolding towers, staging and other temporary buildings owned, borrowed, or rented, and all materials which do not become a part of the construction.

2.08 11.4 PERFORMANCE BOND AND PAYMENT BOND; add the following subparagraph:

- A. 11.4.3 The Contractor will be required to furnish at his expense, prior to the execution of the Contract, bonds in the amount of 100% of the Total Contract Price for the faithful performance of the Contract and for the payment of all labor and material obligations arising thereunder in accordance with Article 7.5 of the General Conditions. Bonds containing a Statute of Limitations or time limitation will NOT be acceptable. All bonds shall be underwritten by companies authorized to do business in the State of Michigan.

2.09 ARTICLE 16 - EQUAL OPPORTUNITY:

- A. The Contractor shall maintain policies of employment as noted in the following subparagraphs and in the Elliott-Larsen Civil Rights Act No. 453; Public Acts of 1976 as amended:
1. 16.1 The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or age. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin, age, marital status, handicap or political beliefs.
 2. 16.2 Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.
 3. 16.3 The Contractor and all Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, age, marital status, handicap or political beliefs.
- B. The Contractor shall comply with regulations pursuant to Copeland Anti-Kickback Act (Title 40 U.S.C. Section 276c).

END OF SECTION

**SECTION 01 10 00
GENERAL REQUIREMENTS**

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: City of Owosso Grove Holman Park Warming Center Renovation
- B. Owner's Name: City of Owosso
- C. Design Professional's Name: H2A Architects, Inc.
- D. Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- E. Substantial Completion for Work of this Contract shall be achieved in accordance with 1.09 of this Section.

1.02 WORK BY OTHERS

- A. None.

1.03 CONTRACTORS USE OF PREMISES

- A. Limit use of premises for work and storage to allow:
 - 1. Owner occupancy.
 - 2. Work by Others, including Owner.
- B. Welfare of the building occupants and public is to be considered at all times, including safety, disturbance and environment. Contractor, subcontractors and all workmen shall be aware of these requirements and objectives. Provide pedestrian protection.
- C. The nature of this project is such that close coordination will be required of the Contractor with the Owner and Others having an interest in the project to assure that work on the site, access to and from the site, and the general conduct of operations is maintained in a safe and efficient manner.
- D. Contractor shall arrange with Owner to sequence new construction and to make connections to utilities at such times that shall not interrupt utility services or cause unsatisfactory operations at other buildings or site locations adjacent to the Project.
- E. These building sites shall be designated as "DRUG FREE ZONES", this includes the possession and use of tobacco products, BOTH SMOKED AND SMOKELESS. Contractor, subcontractors, and all workmen shall comply with this requirement while on site.
- F. Contractor shall assume full responsibility for protection and safekeeping of all products, materials, equipment, etc., under this Contract.
- G. Contractor and sub-contractors shall refrain from the use of foul inappropriate language on the job-sites.

1.04 PARKING

- A. A limited number of parking spaces will be made available at the site designated by the City's Representative. The Contractor shall be responsible for ensuring all personnel engaged in the project comply with the City's requirements.

1.05 CONTRACTOR'S SUPERINTENDENT

- A. The Contractor shall provide the services of a competent superintendent from the beginning of the Work to the date of final completion of the Contract.

- B. The superintendent shall be at all times in charge of the Work, shall be provided with such assistance as is necessary to properly carry on the individual branches of the Work and shall at all times maintain competent supervision of the contractor's own Work and that of its subcontractors to insure compliance with the Contract requirements.
- C. The Contractor shall provide a staff adequate to coordinate and expedite the Work properly.
- D. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs connected with the Work.

1.06 ACCIDENT PREVENTION AND PROCEDURES

- A. Promptly report in writing to the City's Representative and the Architect all accidents which cause death, personnel injury or property damages, arising out of or in connection with the performance of the Work whether on or adjacent to the site. Where death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the city's Representative and Architect.
- B. If any claim is made by anyone against the Contractor or any subcontractor or account of any accident, promptly report the facts in writing to the city's Representative and the Architects given full detail of the claim.

1.07 PROJECT SAFETY

- A. Contractor shall assume full responsibility for complying with and enforcing all rules and regulations of all federal, state and municipal authorities having jurisdiction, as outlined in the General conditions, including those of any Occupational Safety and Health Act.
- B. The requirements outlined hereinafter are to be considered as minimal, and where the requirements of any of the above authorities having jurisdiction conflict with the requirements of this section, the maximum condition shall prevail.
- C. Any items damaged due to failure to comply with these requirements shall be corrected by the Contractor or replaced to the satisfaction of the city's Representative without cost to the City.
- D. The Contractor shall assume full responsibility for enforcing compliance with any protective measures indicated in specific sections of the work.
- E. The Contractor shall provide barricades, night lanterns, guard rails and other safety measures at points of danger in accordance with the requirements of federal, state and municipal regulations.

1.08 SAFETY AND PROTECTION

- A. Provide site safety program and protection of the facilities, and the general public. Federal and local laws and ordinances regulating health and safety measures shall be strictly observed. All demolition and site clearance is subject to provisions of applicable local ordinances and regulations.

1.09 COMPLETION TIME AND LIQUIDATED DAMAGES

- A. All projects shall be Substantially Complete and ready for Business Owner's full occupancy on or before December 1, 2018. Painting shall be completed on or before June 15, 2019.
- B. Under the Contract a sum of five hundred (\$1,000.00) dollars will be deducted from the Contract Amount for each and every calendar day that any of the projects are delayed beyond December 1 unless the Contract is extended by Change Order. Under the Contract a sum of one thousand (\$500.00) dollars will be deducted from the Contract Amount for each and every calendar day that any of the painting for the projects is delayed beyond June 15, 2019. These amounts represent the liquidated damages that will be suffered by the City, Property Owner's, and Business Owners.

1.10 USE OF SYSTEM

- A. The placing of work or any part of work into use, even with the City's consent, shall not be construed as acceptance of the work by the City, nor shall it be construed to obligate the City in any way to accept improper work or defective materials.

1.11 COMPLIANCE WITH CODES AND REGULATIONS

- A. The entire work shall be carried out in full compliance with all applicable laws, codes, rules and regulations of all federal, state and municipal governments and authorities having jurisdiction. It shall be the duty of the contractor to fully understand all such requirements and to ensure that such are fully and faithfully carried out. All permits and associated fees shall be the responsibility of the Contractor to apply for and pay for.

1.12 CORRELATION AND INTENT OF CONSTRUCTION DOCUMENTS

- A. Anything noted in the Specifications and not shown on the Drawings, or shown on the Drawings and not noted in the Specifications, is of like effect - as if shown or noted in both.
- B. In case of inconsistency between Drawings and Specifications, or within either Document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with Design Professional interpretation.
- C. On any drawings in which a portion of the Work is detailed or drawn out and the remainder is shown in outline, the parts detailed or drawn out will also apply to all other like portions of the Work.
- D. When the word "similar" appears on the drawings, it has a general meaning and is not to be interpreted as meaning identical, and all details shall be worked out in relation to their location and connection to the Work.
- E. In case of any discrepancy in figures, Drawings or Specifications, the Contractor shall submit a written request to the Design Professional for clarification or interpretation. Any adjustment made by the Contractor without such a determination, will be at the Contractor's own risk and expense.

1.13 DEFINITIONS

- A. This paragraph supplements the definitions contained in the General Conditions.
- B. Owner: Including the City of Owosso or individual Owners of the buildings receiving new work under this contract.
- C. Furnish: To supply, deliver, unload, and inspect for damage.
- D. Install: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, start up, and make ready for use.
- E. Product: Material, machinery, components, equipment, fixtures, and systems forming the work result. Not materials or equipment used for preparation, fabrication, conveying, or erection and not incorporated into the work result. Products may be new, never before used, or re-used materials or equipment.
- F. Project Manual: The book-sized volume that includes the procurement requirements (if any), the contracting requirements, and the specifications.
- G. Provide: To furnish and install.
- H. Supply: Same as Furnish.

1.14 STANDARD SPECIFICATIONS

- A. Code Listing: Any reference to standards of any society, institute, association, or governmental agency, which is part of the Building code in effect for this project, shall comply with the edition date published in the reference edition of the Building Code.
- B. Non-code Listings: Any reference to standards of any society, institute, association, or governmental agency which is not part of the Building code for this project shall be the edition in effect at the item of the due date of the proposal, except as otherwise specifically stated in the Project Manual.

1.15 REQUESTS FOR INFORMATION (RFI's):

- A. In case of any discrepancy in figures, Drawings or Specifications, the Contractor shall submit a written Request for Information to the Design Professional for clarification or interpretation.
- B. The Contractor is responsible for performing a thorough examination of the Documents prior to submitting an RFI to verify that the resolution cannot be achieved via the Base Bid Documents (Drawings and Specifications).
- C. The General Contractor is responsible for answering Requests for Information (RFI's) submitted by sub-contractors. If subject of request is not covered on the Drawings or in the Specifications, Contractor shall forward RFI to Design Professional. Contractor is solely responsible for questions regarding coordination. RFI's received directly from sub-contractors will not be answered.
- D. All RFI's shall be submitted on the form included in Section 01 10 06.
- E. The form can be photocopied or scanned for use during this Project by the Contractor and all information must be typewritten or printed legibly.
- F. RFI's are to be numbered sequentially by the Contractor prior to submission to the Design Professional's office.
- G. The Design Professional will record the time spent researching the question and if the answer is found within the Documents, a Credit Change Order will be processed for that amount to recoup the costs accumulated by H2A Architects, Inc. to review the RFI from the Contractor.

1.16 SCHEDULE OF VALUES

- A. Submit schedule on AIA Form G703. Contractor's standard form or automated printout will be considered upon request.
- B. Submit Schedule of Values in duplicate within ten (10) days after date of Owner-Contractor Agreement.
- C. Schedule shall list the installed value of all components of the Work in detail to serve as a basis for computing values for progress payments. Material and labor costs shall be individually and separately itemized for each scope of work.

1.17 APPLICATIONS FOR PAYMENTS

- A. Submit three copies of each application as follows:
 - 1. One on an original AIA Form G702, signed and notarized.
 - 2. Two legible copies of original, signed and notarized.
- B. Submit the following with each application:
 - 1. Contractor's Sworn Statement.
 - 2. Contractor's Declaration
 - 3. Partial Conditional Waiver(s) beginning with the 2nd Request for Payment
 - 4. Contractors Affidavit
 - 5. Any additional documents required by the Owner or the Owner's funding agency.
- C. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.

- D. List each authorized Change Order, as an extension on continuation sheet, listing Change Order number and dollar amount as for as original item of Work.

1.18 CHANGE PROCEDURES

- A. In accordance with Article 7 - Changes in the Work; AIA Document A201, 2007 Edition and Section 00 80 00 - Supplementary General Conditions AIA A201

1.19 CONFERENCES

- A. Design Professional will schedule a preconstruction conference after Notice of Intent/Award for all affected parties.
- B. When deemed necessary by Owner, Design Professional or Contractor, convene a pre-installation conference at project site prior to commencing Work of individual specification Section.
- C. HUD/CDBG payroll requirements apply to this project, as such certified payroll recording and wage rate interviews will be required.

1.20 PROGRESS MEETINGS

- A. The Contractor shall have the sole responsibility to schedule and administer meetings throughout progress of the Work at minimum two (2) week intervals or as appropriate to the work being undertaken.
- B. Preside at meetings, record minutes, and distribute copies within two days to participants and those affected by decisions made.
- C. Attendance of meetings shall be required of the following:
 - 1. Contractor and job superintendent.
 - 2. Subcontractors and suppliers as appropriate to agenda.
 - 3. Owner, Design Professional and professional consultants may attend as appropriate.
- D. All meetings shall start promptly at the arranged time. Design Professional will record any additional time, including travel time and mileage, required by late start of, or missed meetings scheduled by Contractor, sub-contractor or Design Professional, and notify Contractor of charges. Owner shall deduct any such expenses of Design Professional from Contractor's monthly or periodic pay requests.

COORDINATION AND QUALITY CONTROLS

2.01 COORDINATION

- A. The Contractor shall coordinate scheduling, submittals, and Work of the various Sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements.
- B. Review shop drawings, product data, and samples for compliance with Contract Documents and for coordination with related work.
- C. Conduct and participate in meetings among Contractors, Subcontractors, Vendors, Suppliers, and Fabricators and others concerned, to establish and maintain coordination and schedules, and to resolve coordination matters in dispute.
- D. Check field dimensions and clearances and relationship to available space and anchorage.
- E. Verify utility requirement characteristics of operating equipment are compatible with building utilities.
- F. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on Drawings for efficient use of available space, for proper sequence

of installation and to resolve conflicts. Follow routing shown for pipes, ducts, and conduit, as closely as practicable.

- G. In finished areas, conceal pipes, ducts, and wiring within the construction.
- H. Coordinate requirements for all blocking, backing and grounds necessary for the proper installation of Work of the various Sections of specifications.
- I. Provide all access panels required by Work of the various Sections of specifications, whether specifically shown on the Drawings or not.

2.02 CONTRACTOR'S MEASUREMENTS

- A. Before ordering material, preparing Shop Drawings, or doing any work, each Contractor shall perform field measurements to verify all dimensions, which may affect the work. Test cores and/or sampling shall be restored to match the original conditions.
- B. The contractor shall also verify in-place materials to ensure new materials are adequate to meet Project requirements. Any discrepancies shall be brought to the attention of the Design Professional for clarification before bids are submitted.
- C. The Contractor assumes full responsibility for the accuracy of the field measurement figures, and for installation of appropriate materials. No allowance or additional compensation will be considered for discrepancies between dimensions on the Drawings and actual field dimensions, or due to the contractor's failure to verify in-place materials.

2.03 LAYING OUT THE WORK

- A. The Contractor shall lay out all work in accordance with existing ordinances, clearances and conditions and establish all equipment locations.

2.04 CUTTING AND PATCHING

- A. The Contractor shall employ a skilled and experienced installer to perform cutting and patching Work; restore Work with new Products.
- B. Submit written request in advance of cutting or altering structural or building enclosure elements not indicated on Drawings.
- C. Use construction industry recognized and acceptable cutting methods to avoid damage to other work or finishes to remain and which will provide proper surfaces for patching and finishing.
- D. Fit Work tight to adjacent elements. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.
- E. Refinish surfaces to match adjacent finishes.
- F. The Contractor shall do all cutting, fitting or patching that may be required to make several parts of the Work come together properly.
- G. Any cost caused by defective or ill-timed work shall be borne by the Contractor.
- H. The Contractor shall not endanger any work by cutting or otherwise, and shall not cut or alter the Work of another contractor, except with the written consent of the City.

2.05 ALTERATION PROCEDURES

- A. The Contractor shall prepare surfaces by removing existing surface finishes, unsuitable or damage material to provide for proper installation of new work and new finishes.

- B. Where new work abuts or aligns with existing, make a smooth and even transition. Patch work shall match existing adjacent work in texture and appearance.
- C. When finish surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at natural line of division.
- D. Where removal of partitions results in adjacent spaces becoming one, rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.
- E. Repair substrate prior to patching finish.
- F. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest intersection.

2.06 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. The Contractor shall monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply fully with manufacturers' instructions.
- C. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

2.07 MANUFACTURER'S FIELD SERVICES

- A. When specified in individual specification Sections, require manufacturer to provide qualified personnel to observe field conditions, conditions of surfaces and installation, quality of workmanship, and to make appropriate recommendations.
- B. Representative shall submit written report to Design Professional listing observations and recommendations.

2.08 CONTINUITY OF SERVICES

- A. Continuity of fire department service shall be maintained throughout the construction period. Where it is necessary to disrupt any electrical service, water or waste system etc., it shall be coordinated with the City for convenient disruption of service and done in accordance with all applicable codes and the requirements of the service provider.

2.09 GLASS PROTECTION

- A. The Contractor will be held responsible for all breakage or other damage to glass up to the time the Work is completed.

2.10 FIRE PREVENTION

- A. The Contractor shall take all precautions to eliminate possible fire hazards at the site, including but not limited to enforcing the following requirements:
 - 1. All combustible debris shall be removed from the building and storage areas on a daily basis including empty paint, adhesive and primer containers, oily rags, bitumen mops, etc.
 - 2. No bitumen heating kettles shall be allowed in the building, or within 50 feet of the building exterior walls except upon special arrangement with the City's Representative and with written authorization from the City's Representative designating the exact location.
 - 3. All tarpaulin or other covers for stored materials, openings in walls, etc. shall be flameproof.
 - 4. Paints, thinners, adhesives, primers or other highly flammable materials shall be stored only in well-ventilated areas at ground level, unless otherwise approved by the City's

Representative, and all mixing and preparation shall be restricted to such areas. All such materials shall be handled in accordance with safe practice and the requirements of authorities having jurisdiction, and in no case shall empty containers, or oily or paint soaked rags be left in the building at the end of a shift.

5. No open fires on the site.
6. Insofar as possible, avoid storage of large quantities of flammable materials at the site.
7. Gasoline may not be stored in any building at any stage of construction.

SUBMITTALS

3.01 SUBMITTAL PROCEDURES (Shop Drawings, Product Data and Samples)

- A. It is the Contractors responsibility to submit products for review as designated in the Submittal Summary and/or the Specification Divisions.
- B. Submittal format to identify Project, Contractor, Subcontractor or supplier; and pertinent Contract Document references.
- C. Apply Contractor's stamp, signed or initialed, certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- D. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- E. Revise and resubmit submittals as required; identify all changes made since previous submittal.
- F. Distribute copies of reviewed shop drawings to subcontractors, suppliers and other concerned entities.
- G. Furnish all submittals indicated in individual specification Sections and as summarized in Section 01 33 01 - Submittal Summary. The Summary is not to be considered all-inclusive and the Contractor shall thoroughly review all Sections to ensure that all Submittal Requirements are fulfilled.
- H. Design Professional will review up to two (2) submissions, original and one (1) resubmission of all submittals made by Contractor. Thereafter, additional reviews will be at Contractor's expense. Design Professional will record time required reviewing and approving submissions in excess of original and one resubmission, and notify Contractor of charges. Owner will deduct any such expenses of Design Professional from Contractor's monthly or periodic pay requests.
- I. Electronic submittals may be provided, except for COLOR charts. Color charts must be original materials.
- J. If the Contractor does not submit a product for review, compliance will be the sole responsibility of the contractor. Products found not to be in compliance will be removed and replaced by the Contractor with products meeting the requirements at the Contractors expense.

3.02 CERTIFICATE OF COMPLIANCE

- A. Certain specification Sections contain an option that permits the use of the Certificate of Compliance located in Section 01 33 02 in lieu of the procedures described in paragraph 3.01 above.
- B. The form may be photocopied for multiple submissions.
- C. One (1) Certificate of Compliance must be submitted each Section and all data shall be included for each item specified within that Section.
- D. The Design Professional will review the Certificate(s) and return a photocopy with comments.

3.03 CONTRACTOR'S REVIEW

- A. Contractor shall review, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the Work or in the work of any separate contractor, all Shop Drawings, Product Data and Samples required by the Contract Documents.
- B. By approving and submitting Shop Drawings, Product Data and Samples, Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated information contained within such submittals with requirements of the Work and Contract Documents.
- C. Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Design Professional's approval of Shop Drawings, Product Data or Samples unless the Contractor has specially informed the Design Professional in writing of such deviation at the time of submission and the Design Professional has given written approval to the specified deviation. Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Design Professional's approval thereof.
- D. Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by Design Professional on previous submittals.

3.04 SHOP DRAWINGS

- A. Submit in accordance with paragraph 3.01 Submittal Procedures.
- B. Submit four (4) sets of Shop Drawings. Two (2) copies will be retained by Design Professional, remaining copies will be returned to Contractor. Any reproducible Shop Drawings will be noted and returned but should be inclusive of the four (4) total sets.
- C. Direct copies of Contract Drawings shall not be used for Shop Drawings.
- D. Shop Drawings submitted without being REVIEWED, stamped and signed by the Contractor will NOT be reviewed.
- E. Any Shop Drawings in excess of the four (4) sets will be discarded.

3.05 PRODUCT DATA

- A. Submit in accordance with paragraph 3.01 Submittal Procedures.
- B. Submit four (4) copies of Product Data. Two (2) copies will be retained by Design Professional and two (2) copies will be returned to Contractor.
- C. Mark each copy to identify applicable products, models, options, performance characteristics, and other data. Note applicable standards, such as ASTM or Federal Specifications. Supplement manufacturers' standard data to provide information unique to this project.
- D. Contractor shall submit material safety data sheets (MSDA) on all products requiring these sheets.
- E. Product Data submitted without being REVIEWED, stamped and signed by the Contractor will NOT be reviewed.
- F. Any Submittals in excess of the four (4) sets will be discarded.

3.06 SAMPLES

- A. Submit in accordance with paragraph 3.01 Submittal Procedures.
- B. Submit samples to illustrate functional and aesthetic characteristics of the Product.

- C. Submit physical samples of finishes applied to the actual material which will be provided from the full range of manufacturers' standard colors, textures, and patterns for Design Professional selection.
- D. Submit a total quantity of two (2) samples for an individual product.
- E. Contractor shall store one set of samples on site for comparison to field work.
- F. Samples shall become the property of H2A Architects and will not be returned to the Contractor, vendor or supplier.
- G. Photocopies, electronic copies, and/or photographs of the manufacturer's sample materials will not be reviewed nor returned.

3.07 MANUFACTURERS' CERTIFICATES

- A. When specified in individual specification Sections, submit manufacturers' certificate to Design Professional for review, in quantities specified for Product Data
- B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

3.08 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial progress schedule in duplicate within ten (10) days after date established in Notice to Proceed for Design Professional review.
- B. Submit revised schedules with each Application for Payment, identifying changes since previous version. Indicate estimated percentage of completion for each item of Work at each submission.

TESTING

4.01 INSPECTION AND TESTING LABORATORY SERVICES

- A. The Owner will employ and pay for services of an independent firm to perform special inspection and testing. The Contractor shall coordinate with the independent firm.
- B. The independent firm will perform inspections, tests, and other services as required by individual specification sections.
- C. Cooperate with independent firm; furnish samples as requested.
- D. Re-testing required because of non-conformance to specified requirements will be charged to the Contractor.
- E. One copy of the test report will be kept at the job site.
- F. The testing laboratory is not authorized to release, revoke, alter or enlarge on requirements of Contract Documents, approve or accept any portion of the Work, or stop Work.

4.02 UTILITIES

- A. Prior to any field work, as part of the pre-construction meeting, the Contractor, the Sub-Contractors and the Owner's Representative shall identify any known locations utilities within the work area.
- B. Existing utility system and service lines shall remain, if damaged, they shall be repaired at the Contractor's expense.

TEMPORARY CONTROLS

5.01 TEMPORARY ELECTRICITY

- A. Connect to existing power service. Power consumption shall not disrupt Owner's need for continuous service. Owner shall pay for power consumed.
- B. Provide power outlets for construction operations, branch wiring, distribution boxes, and flexible power cords as required.

5.02 TELEPHONE SERVICE

- A. Provide, maintain and pay for telephone service to field office at time of project mobilization.

5.03 TEMPORARY WATER SERVICE

- A. Contractor shall provide their own water for construction operations and drinking. Do not assume that these buildings have accessible hose bibs for use during construction.

5.04 TEMPORARY SANITARY FACILITIES

- A. Contractor to provide portable restrooms for use by contractor and sub-contractors.

5.05 BARRIERS AND FENCING

- A. Provide as required to prevent unauthorized entry to construction areas unauthorized entry to businesses after hours.

5.06 WATER CONTROL

- A. Do not discharge chemical laden water into municipal sewers without municipal approval.
- B. Dumping of debris laden water (containing sand, mortar, joint compounds, etc.) into drains is discouraged and resulting blockages and damage becomes the responsibility of the Contractors. Contractor shall clean all drains and drainage lines, and shall verify that all lines are fully functional at completion of project.

5.07 EXTERIOR ENCLOSURES

- A. Provide temporary (insulated when necessary) weather-tight closures of exterior openings to permit acceptable working conditions and protection of the Work as well as security of the premises.

5.08 PROTECTION OF WORK AND EXISTING PROPERTY

- A. Protect installed Work and provide special protection where specified in individual specification Sections.
- B. Protect installed Work and existing property during performance of the Work.
- C. Maintain the building in a watertight condition during performance of the Work.
- D. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- E. Provide protective coverings at wall projections, jambs, sills, and soffits of openings.
- F. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, and movement of heavy objects by covering them with durable sheet materials.
- G. Protect smoke detectors from airborne dust and debris.
 - 1. At the beginning of each work day, provide protective coverings over smoke detectors in areas where airborne dust and debris will be generated by the Work.
 - 2. At the end of the work day, clean the areas in which the smoke detectors are located by whatever means necessary to assure that airborne dust and debris will not contaminate the smoke detectors, then remove protective coverings.
 - 3. Provide signs, instructions and alternate methods for reporting a fire during the periods that the smoke detectors are covered.
 - 4. Notify the Owner and the Authority Having Jurisdiction and have procedures approved.

- H. Protect existing trees and plants during performance of the Work unless otherwise indicated. Box trees and plants within the grading limit lines. Do not deposit excavated materials or store building materials around trees or plants. Do not attach guy wires to trees.
- I. Prohibit traffic or storage upon waterproofed or roofed surfaces, and on lawn and landscaped areas.

5.09 JOB CONDITIONS

- A. The Contractor shall coordinate with the City's Representative for street and sidewalk closures to minimize any inconvenience to the City, businesses and pedestrians. These buildings will be occupied and in use during this work. If necessary, the Contractor shall phase the work on-site so access is always available. The Contractor will provide and install all necessary temporary pedestrian protection and signage required.
- B. Confine equipment, storage of materials, debris, and the operations and movement of workmen within limits of construction.
- C. Existing components and finishes damaged during this work shall be restored to original condition or shall be replaced with new materials matching existing.
- D. Proceed with the work only when weather conditions will permit unrestricted use of materials and installation methods for the work being done. During periods of cold weather work, all mastics, primers and sealants must be stored warm, and must remain warm until immediately prior to usage.
- E. Barricade areas where necessary for safety of pedestrians and as required by the City and post with warning signs. Operate warning lights, if required by the City.

5.10 SECURITY

- A. Secure as required to protect Work, materials, equipment, tools, etc., and existing facilities from unauthorized entry, vandalism, or theft.

5.11 FIELD OFFICES AND SHEDS

- A. Field offices shall not be required.

5.12 CONSTRUCTION CLEANING

- A. The Contractor shall maintain areas under Contractors' control free of waste materials, debris, and rubbish. Maintain site in clean and orderly conditions.
- B. Control cleaning operations so that dust and other particles will not adhere to wet or newly coated surfaces.
- C. The Contractor shall at all times keep the City's premises and the adjoining premises, driveways and streets clean of rubbish caused by the contractor's operations and at the completion of the work shall remove all the rubbish, tools, equipment, temporary work and surplus materials, from and about the premises, and shall leave the Work clean and ready for use. If the contractor does not attend to such cleaning immediately upon request, the City may cause such cleaning to be done by others and charge the cost of same to the contractor.
- D. The Contractor shall clean up all rubbish from employee's lunches and breaks, including food wrappers, drink containers, bags, cups and other debris, immediately at the end of the lunch period or break. At no time shall such debris be left strewn about the site.
- E. The contractor will be responsible for all damage from fire, which originates in, or is propagate by, accumulations of rubbish or debris resulting from the Work.
- F. All rubbish and debris shall be disposed of off the City's property in an approved landfill site appropriate for the materials being disposed. No open burning of debris or rubbish will be permitted. Job site shall be left neat and clean at the completion of each day's operation.

- G. In addition to all the above requirements, upon completion of the Work or of an individual section of the work, the Contractor shall arrange for the proper and complete performance of the following:
1. Removal of paint, adhesive, primer or bitumen spillage or overspray, smeared caulking or sealing compounds and similar defects, from all finish surfaces including mechanical and electrical devices and equipment.
 2. Removal and replacement of caulking or sealant beads not properly adhering to substrate.
 3. Removal of temporary coverings in applied floor finish areas and final, thorough broom or vacuum cleaning of all finished floors. If final broom cleaning does not, in the opinion of the City's representative, provide a floor surface which is suitable for moving in the City's equipment, scrub and polish or otherwise refinish areas as directed until acceptable to the City's Representative.
 4. Restoration of previously finished surface damaged due to failure or removal of protection measures.
 5. Clean by washing soiled concrete walks where exposed.
- H. The Contractor's employees shall at no time wear boots or clothes with wet or loose spoils/materials in the building except as required in the case of an emergency, Contractor shall clean all stains resulting from boots or clothing from the interior and exterior of the building.
- I. All employees working at the job site during cleaning or other construction related activities will be required to wear appropriate clothing at all times and no music will be allowed to be played that is in disturbance of others.

MATERIAL AND EQUIPMENT

6.01 PRODUCTS

- A. No materials or products containing asbestos in manufacturer or application may be used. All products must be asbestos free.
- B. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components specifically identified for re-use.
- C. Do not use materials and equipment removed from existing premises, except as specifically identified or allowed by the Contract Documents.
- D. Use interchangeable components of the same manufacture for similar components.

6.02 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

- A. Transport, handle, store and protect Products in accordance with manufacturer's instructions.
- B. Transport products by methods required to avoid product damage; deliver in undamaged condition in manufacturer's unopened containers or packaging, dry.
- C. Provide equipment and personnel to handle products by methods to prevent soiling or damage.
- D. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

6.03 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any Product meeting those standards or description.

- B. Products Specified by Naming Only One Manufacturer with no provisions for substitutions: No options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with no provisions for substitutions: Products of manufacturers named and meeting specifications, no options or substitutions allowed.
- D. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named on Substitution Request Form included in Section 01 10 01.

6.04 SUBSTITUTIONS

- A. Submit substitutions during the bidding period no less than (7) days prior to the bid date.
- B. After Award of Contract substitutions will only be considered when a Product becomes unavailable through no fault of the Contractor.
- C. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Requests or data that refer to a website for the required information or contain website links only, WILL NOT BE CONSIDERED.
- D. When substitution is not accepted, provide specified product. Limit each request to one proposed substitution.
- E. Should a substitution be approved and then prove to be defective or otherwise unsatisfactory for its intended service, the Contractor shall, replace same with the material originally specified without cost to Owner or obligation on the part of the Design Professional. (i.e., all substitutions must carry a warranty guaranteeing they are equal to specified items.)

6.05 SPARE PARTS AND MAINTENANCE MANUALS

- A. Provide Products, spare parts, maintenance and extra materials in quantities available of left-over products.
- B. Deliver to and place in location as directed; obtain receipt prior to final payment as directed by the Owner.

CONTRACT CLOSEOUT

7.01 CONTRACTOR CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and Work is complete in accordance with Contract Documents and ready for the Design Professional's final inspection.
- B. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and amount remaining due.
- C. Submit with final Application for Payment a minimum of two copies of each of the following:
 1. Certificate of Inspection from Governing Authorities.
 2. Consent of Surety to Final Payment.
 3. Warranties and Guarantees.
 4. Operation and Maintenance Data.
 - a. Directory, listing names, addresses, and telephone numbers of Contractor, Subcontractors, and major equipment suppliers.
 5. Affidavits that the following Interior Finish Materials meet specified fire rating classification:
 6. Contractor Certification of Asbestos-Free Product Installation Form.
 7. Contractor Notification Form.
 8. Any other documents required by the Authority Having Jurisdiction, the Owner, or the Owners funding source.
- D. Advise Owner of pending insurance change over requirements.

- E. The Contractor shall create a "Completion List" for the Project itemized in the order of the room names and numbers assigned in the "Room Finish Schedule". This list should include all deficiencies and omissions for each room with a brief description of each item, sequentially numbered. This list shall be distributed to all contractors for their review and resolution and a copy is to be submitted to H2A Architects, Inc. when all items have been resolved satisfactorily and the Contractor is ready for the Design Professional's inspection of the work.
- F. When the Design Professional completes the "Punch List Review", a Certificate of Substantial Completion - AIA G704 will be published which will include a copy of the "Punch List Review". The Contractor and/or Subcontractor will be allowed a maximum of ninety (90) calendar days from the Date of Substantial Completion to satisfactorily resolve all items contained in the "Punch List Review" or negotiate with the Design Professional to arrive at a mutually accepted reduced quantity of items. On the ninety-first (91st) day following the Date of Substantial Completion, the sum of one hundred (\$100.00) dollars will be deducted from the Contract Sum for each calendar day that the Punch List remains unresolved unless the Contract is extended by Change Order. This amount represents liquidated damages that will be suffered by the Owner.
- G. Design Professional will make up to two (2) inspections of final Work. Thereafter, additional re-inspections will be at Contractor's and/or Subcontractor's expense. Design Professional will record time, including travel time and mileage, required in making re-inspections and notify Contractor of charges. Owner will deduct any such expenses of Design Professional from Contractor's and/or Subcontractor's final pay request.

7.02 OPERATION AND MAINTENANCE DATA

- A. Submit two (2) sets prior to final payment, bound with durable plastic hardback covers and suitable index.
- B. Prepare cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", and title of project.
- C. Internally subdivide the binder contents with permanent page dividers, logically organized, with tab titling clearly printed under reinforced laminated plastic tabs.
- D. Contents:
 - 1. Directory, listing names, addresses, and telephone numbers of Contractor, Subcontractors, and major equipment suppliers.
 - 2. Operation and maintenance instructions, arranged by system.
- E. Project documents, certificates and test data.
 - 1. Warranties and Guarantees.

7.03 PROJECT RECORD DOCUMENTS

- A. Maintain on site, one set of Contract Documents to be utilized for record documents; including all Drawings, Specifications, Addenda, Change Orders and other Modifications, approved Shop Drawings, Product Data, and Samples.
- B. Record actual revisions to the Work. Record information concurrent with construction progress.
- C. Specifications: Legibly mark and record at each Product Section a description of actual Products installed.
- D. Record Documents and Shop Drawings: Legibly mark each item to record actual construction.
- E. Submit set of record documents to Design Professional with final Application for Payment.
- F. Maintain on site, manufacturer's certifications, inspection certifications, field test reports, and other documents required by individual specification sections.

CLEANING AND ADJUSTING

8.01 FINAL CLEANING

- A. Execute final cleaning prior to final inspection. Provide all necessary general "house cleaning" to provide a ready to move into facility without additional cleaning being required by the Owner.
- B. Clean debris from site, roofs, gutters, downspouts, and drainage systems. Sweep paved areas clean. Rake landscaped areas clean.
- C. Remove waste and surplus materials, rubbish, and construction facilities from the site.
- D. If Contractor fails to clean up at completion of the Work, the Owner may do so and the cost thereof shall be charged to the Contractor.

WARRANTIES

9.01 WARRANTIES

- A. Provide duplicate copies.
- B. Execute and assemble documents from Subcontractors, suppliers, and manufacturers.
- C. Submit prior to final Application for Payment.
- D. Warranty Requirements:
 - 1. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of the warranty on Work that incorporates produces, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with Contractor.
 - 2. Related Damages and Losses: When correcting warranted work that has failed, remove and replace other work that has been damaged as a result of such failure to that must be removed and replaced to provide access for correction of warranted work.
 - 3. Reinstatement of Warranty: When work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. Reinstated warranty shall be equal to original warranty with an equitable adjustment for depreciation.
 - 4. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild work to an acceptable condition complying with requirements of Contract Documents. Contractor is responsible for cost to replacing or rebuilding defective work regardless of whether Owner has benefitted from use of work through a portion of its anticipated useful service life.
 - 5. Owner's Recourse: Written warranties made to Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which Owner can enforce such other duties, obligations, rights, or remedies.
- E. Furnish all warranties indicated in individual specification Sections as well as a One (1) Year General Contractor's and a One (1) Year Subcontractor's labor and material Warranty for work performed within this Project. These Warranties shall be submitted on the company's letterhead stationery, signed by a corporate officer or owner of the firm and notarized.

END OF SECTION

SECTION 01 10 01

SUBSTITUTION FORM

- A. Project: Name: City of Owosso
Grove Holman Park Warming Center Renovation
1225 Walnut St. Owosso, MI 48867
- B. Contractor/Vendor: Name: _____
Address: _____
Phone _____ fax: _____
Contact Person: _____
Email: _____
- C. Product: Specification Section: _____ Specified Product: _____

Attach complete information on Product. Do Not Provide website reference only or this substitution will not be considered? The website reference may be provided as additional reference.

Does the substitution affect the drawings or other specifications in any way? If so, explain:

Will the substitution affect the construction schedule in any way? If so, explain:

Reason for the substitution:

List any and all variations between the proposed substitution and the specified product:

The Contractor/Vendor shall be responsible for all costs added to the project as a result of the substitution, including any re-design costs, engineering and detailing costs caused by the requested substitution.

CERTIFICATION:

Certification of Equivalency including but not limited to function, appearance, quality, and size. I the undersigned, hereby certify to the Equivalency of this product:

Name: _____ Title: _____

Signature: _____ Date: _____

ACCEPTANCE:

For use by Design Professional.

_____ Accepted

_____ Accepted as Noted

_____ Not Accepted

_____ Received Too Late

Remarks: _____

By: _____ Date: _____

END OF SECTION

SECTION 01 10 02

CONTRACTOR CERTIFICATION OF ASBESTOS-FREE PRODUCT INSTALLATION FORM

PROJECT: City of Owosso Grove Holman Park Warming Center Renovation
BUILDING NAME: Grove Holman Park
STREET ADDRESS: 1225 Walnut St.
CITY, STATE, ZIP: Owosso, MI 48867

GENERAL CONTRACTOR: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

WORK SCOPE: _____

RELATED SPECIFICATION SECTION (S): _____

SUMMARY OF PRODUCTS/MATERIALS INSTALLED: _____

_____, REPRESENTING _____
(PRINT OR TYPE NAME) (COMPANY NAME)

HEREBY ATTEST THAT ANY AND ALL PRODUCTS/MATERIALS THAT THIS COMPANY HAS INTRODUCED INTO THE ABOVE-MENTIONED PROJECT AND BUILDING(S), ARE IN COMPLIANCE WITH THE CONTRACT DOCUMENTS AND ARE ASBESTOS-FREE (OR LESS THAN ONE PERCENT ASBESTOS).

SIGNATURE

COMPANY

TITLE

ADDRESS

DATE

CITY, STATE, ZIP

END OF SECTION

SECTION 01 10 03

CONTRACTOR NOTIFICATION FORM

PROJECT: City of Owosso Grove Holman Park Warming Center Renovation
BUILDING NAME: Grove Holman Park
STREET ADDRESS: 1225 Walnut St.
CITY, STATE, ZIP: Owosso MI 48867

GENERAL CONTRACTOR: _____

AS REQUIRED BY THE EPA AHERA STANDARD, THE OWNER IS RESPONSIBLE FOR PROVIDING CONTRACTORS WITH INFORMATION REGARDING LOCATIONS OF KNOWN OR ASSUMED ASBESTOS CONTAINING MATERIALS PRIOR TO ENTERING THE BUILDING.

Contractor shall complete and return this form to the Owners Asbestos Administrator.

I, _____, representing and having authority for
(Contractor's Representative/Name)

_____, hereby indicate and agree that _____,
(Company Name) (Building Owner or Owner's Representative, Name & Title)

has provided me information regarding the location of the inspection management plan for the building.

These plans will provide me with specific information, location, and materials that are encountered during the course of activity involving the building (s) in question. I expressly agree that neither I nor any of my employees, agents, subcontractors, or individuals or entities over whom I have any responsibility or control, will disturb asbestos containing materials as listed in the management plan for the building (s) in question. I further understand and agree that should I, my employees, agents, subcontractors, or other individuals or entities over whom I have control, encounter any material suspected of containing asbestos, said materials shall not be disturbed with first notifying the office of the school district's asbestos administrator, and receiving approval that such materials may be disturbed.

SIGNATURE

COMPANY

TITLE

ADDRESS

DATE

CITY, STATE, ZIP

END OF SECTION

SECTION 01 10 04

H2A ARCHITECTS ELECTRONIC FILE TRANSFER POLICY

H2A ARCHITECTS WILL PROVIDE ELECTRONIC FILES FOR THE PURPOSE OF PREPARING SHOP DRAWINGS, SUBJECT TO THE FOLLOWING:

TERMS AND CONDITIONS

- A. H2A's electronic files are compatible with AutoCAD Release 2012.
 - 1. H2A makes no representation as to the compatibility of these files with your hardware or software beyond their release specifications.
 - 2. Layer names are based on the AIA CAD Layer Guidelines.
- B. Data contained on these electronic files is part of H2A's instruments of service and shall not be used by you or anyone else receiving this data through or from you for any purpose other than as a convenience in the preparation of shop drawings for the referenced project. Any other use or reuse will be at the sole risk and without liability or legal exposure to H2A. You agree to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against H2A, which may arise out of or in connection with your use of the electronic files.
- C. Furthermore you shall, by the fullest extent permitted by the law, indemnify and hold harmless H2A from all claims, damages, losses and expenses, including any attorneys' fees arising out of or resulting from your use of these electronic files.
- D. These electronic files are not contract documents and H2A makes no representation regarding the accuracy or completeness of the electronic documents you receive. By your use of these electronic files, you are not relieved of your duty to fully comply with the contract documents, including and without limitation, the need to check, confirm, and coordinate all dimensions and details, take field measurements, verify field conditions, and coordinate your work with that of other contractors for the project.
 - 1. Titles, dates, dimensions, notes, and other data may be deleted from these files.
 - 2. Significant differences may exist between the electronic files and corresponding hard copy contract documents due to addenda, change orders, or other revisions.
 - 3. In the event a conflict arises between the signed documents prepared by H2A and the electronic files, the signed contract documents shall govern.
- E. Because of the potential that the information presented on the electronic files can be modified,unintentionally or otherwise, H2A reserves the right to remove all indication of its ownership and/or involvement for each electronic display.
- F. A single electronic copy will be provided to the Contractor, a service fee of \$200.00 will be billed for additional distributions.
- G. Under no circumstances shall the delivery of the electronic files for your use by you be deemed a sale by H2A, and H2A makes no warranties, either expressed or implied, of the merchantability and fitness for any particular purpose. In no event shall H2A be liable for any loss of profit or any consequential damages.
- H. H2A will provide the electronic files as indicated by name, file size, and date on the attached transmittal. By your acceptance of these electronic files, you agree to the terms and conditions as stated above.

END OF SECTION

SECTION 01 10 05

H2A BULLETIN PRICING FORMAT

PRICING BREAKDOWNS SHALL ONLY BE SUBMITTED FOLLOWING A PUBLISHED BULLETIN

Upon receipt of the Bulletin, the General Contractor has the responsibility to:

- A. Submit cost quotation, in detail, as promptly as possible. It must be dated and signed. Lump sum proposals will not be accepted and will be returned to the General Contractor for resubmittal.
- B. Prepare the cost breakdown for each item in the Bulletin, individually & separately, in detail, using the following format and including the material, labor, labor fringes, equipment costs and overhead/profit as allowed by the Contract Documents.

Each Bulletin Item shall be quoted using the following general format:

Bulletin #-- Item #--

- C. Material Cost:
 - 1. List all material items by unit cost x total units = cost
 - 2. Add applicable sales tax
 - 3. Add applicable shipping costs
 - 4. State the Subtotal of the Material Costs
- D. Labor Cost:
 - 1. List each trade and the hourly rate x quantity of hours = cost/hour (Including the burden for fringe benefits, pension, FICA, etc.)
 - 2. State the Subtotal of the Labor Costs
- E. Equipment Cost:
 - 1. Rental charge or equivalent daily cost, including operating costs excluding labor x total days = cost
 - 2. State the Subtotal of the Equipment Costs
- F. State the Subtotal for all Material, Labor and Equipment Costs as shown above.
- G. Overhead & Profit Cost:
 - 1. Percentage allowed by the General Requirements of the Contract for work performed by the General Contractor's forces or by Subcontractor's forces.
 - 2. State the Subtotal of the O & P Costs

Each Bulletin Item shall be summarized individually & separately:

Clearly identify the Bulletin number and Item number TOTAL costs (or credits) calculated from the breakdown shown above.

Each pricing submittal shall include a signature block in a format similar to this:

Signed _____ **Date** _____

Printed/Typed Name _____

Company _____

ATTACH ALL PRICING DOCUMENTATION. SUBMITTALS LACKING COMPLETE AND THOROUGH BACKUP DATA WILL BE RETURNED TO THE CONTRACTOR WITHOUT REVIEW.

END OF SECTION

SECTION 01 10 06

REQUEST FOR INFORMATION (RFI)

DATE:

General Contractor/Contractor/Subcontractor to perform thorough review of the documents prior to submitting RFI to Design Professional.

REQUIRED INFORMATION		
Project Name:	City of Owosso Grove Holman Park Warming Center Renovation	
Project No:	21-450	
Contractor Name:		
Street Address:		
City, State, ZIP:		
Telephone No:		
EMAIL:		
Contact Person:		
Cellular No:		
Subcontractor:		
Drawing Page No:		
Specification Section:		
SUBJECT:		
RESPONSE:		
		RFI #
Responded by	Date	

SECTION 01 33 02

SUBMITTAL - CERTIFICATE OF COMPLIANCE

A. Project: Name: City of Owosso Grove Holman Park Warming Center Renovation
Address: 1225 Walnut St, Owosso, MI 48867

B. Contractor/Vendor: Name: _____
Address: _____
Phone: _____
Contact Person: _____
Email: _____

C. Specification Section: _____

CERTIFICATION:

D. I certify that I have reviewed the products specified in this Section and will provide the products as specified without substitution, and have no concerns regarding their application to this project, including but not limited to function, appearance, quality, size, code compliance, and coordination with other trades.

Name: _____

Title: _____

Signature: _____ Date: _____

END OF SECTION