

CONTRACT DOCUMENTS  
FOR  
ANN ARBOR SENIOR CENTER RESTROOM RENOVATIONS



**Due: Thursday, January 12, 2012**

ITB- 4198

PARKS AND RECREATION SERVICES  
Administering Department

CITY OF ANN ARBOR  
301 East Huron  
Ann Arbor, Michigan 48107-8647

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ADVERTISEMENT FOR  
**ANN ARBOR SENIOR CENTER RESTROOM RENOVATIONS**  
CITY OF ANN ARBOR, MICHIGAN

BID NO. 4198

Sealed Bids that include an original bid document and one additional proposal section copy will be received by the Procurement Office, Finance Services, located on the 5th floor of the Guy Larcom Municipal Building, Ann Arbor, Michigan on or before Thursday, January 12, 2012 at 11:00 a.m. local time for Ann Arbor Senior Center Restroom Renovations and all associated work as specified and detailed. Bids will be publicly opened and read aloud at this time. Prospective submitters are responsible for timely receipt of their proposal. Late proposals will not be considered.

Work to be done includes demolition and reconstruction of walls, ceiling, and flooring, plumbing, mechanical, removal and reinstallation of toilet fixtures, painting, and all other work to accomplish renovations to restrooms.

Bid documents entirely downloadable on the Michigan Governmental Trade/BidNet (MITN) website at [www.govbids.org](http://www.govbids.org) and on the Purchasing page of the City of Ann Arbor's website at [www.a2gov.org](http://www.a2gov.org) on or after or after Monday, December 12, 2011. The City will not be distributing paper copies of the plan or specifications.

Each proposal shall be accompanied by a certified check, or Bid Bond by a recognized surety, in the amount of 5% of the total of the bid price. A proposal, once submitted, becomes the property of the City. In the sole discretion of the City, the City reserves the right to allow a bidder to reclaim submitted documents provided the documents are requested and retrieved no later than 48 hours prior to the scheduled bid opening.

The successful Bidder will be required to furnish satisfactory performance and labor and material bonds in the amount of 100% of the bid price and satisfactory insurance coverage.

Precondition for entering into a contract with the City of Ann Arbor is compliance with Chapter 112 of Title IX of the Code of the City of Ann Arbor. The successful Bidder may also be required to comply with Chapter 23 of Title I of the Code of the City of Ann Arbor. Further information is outlined in the contract documents.

After the time of opening, no Bid may be withdrawn for a period of 45 days. The City reserves the right to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

Any further information on bid documents may be obtained from the Procurement Office, (734) 794-6500 ext.45206.

CITY OF ANN ARBOR, MICHIGAN

**City of Ann Arbor  
LIVING WAGE ORDINANCE  
DECLARATION OF COMPLIANCE**

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that employers providing services to the City or recipients of grants for financial assistance (in amounts greater than \$10,000 in a twelve-month period of time) pay their employees who are working on the City project or grant, a minimum level of compensation known as the **Living Wage**. This wage must be paid to the employees for the length of the contract/project.

*Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from the Ordinance. If this exemption applies to your firm, please check below:*

- \_\_\_\_\_ This company is exempt due to the fact that we employ or contract with fewer than 5 individuals.
- \_\_\_\_\_ This non-profit agency is exempt due to the fact that we employ or contract with fewer than 10 employees.

The Ordinance requires that all contractors/vendors and/or grantees agree to the following terms:

a) To pay each of its employees performing work on any covered contract or grant with the City, no less than the living wage, which is defined as \$11.83/hour when health care is provided, or no less than \$13.19/hour for those employers that do *not* provide health care. It is understood that the Living Wage will be adjusted upward each year on April 30, and covered employers will be required to pay the adjusted amount thereafter. The rates stated above include the adjustment for 2011/12.

b) Please check the boxes below which apply to your workforce:

Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage without health benefits Yes \_\_\_\_\_ No \_\_\_\_\_

**OR**

Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage with health benefits Yes \_\_\_\_\_ No \_\_\_\_\_

c) To post a notice approved by the City regarding the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.

d) To provide the City payroll records or other documentation as requested; and,

e) To permit access to work sites to City representatives for the purposes of monitoring compliance, investigating complaints or non-compliance.

The undersigned authorized representative hereby obligates the contractor/vendor or grantee to the above stated conditions under penalty of perjury and violation of the Ordinance.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address City State Zip

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Phone (area code)

\_\_\_\_\_  
Type or Print Name and Title

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Date signed

**Questions about this form? Please contact:**  
Procurement Office City of Ann Arbor - 734/794-6576 fax: 734/994-1795

→ *New rate effective April 30, 2011* ←

**\$11.83** per hour

if the employer provides health care benefits\*

**\$13.19** per hour

if the employer does **NOT** provide health care benefits\*

Employers providing services to or for the City of Ann Arbor or recipients of grants or financial assistance from the City of Ann Arbor for a value of more than \$10,000 in a twelve-month period of time **must pay those employees performing work on a City of Ann Arbor contract or grant, the above living wage.**

### ***ENFORCEMENT***

The City of Ann Arbor may recover back wages either administratively or through court action for the employees that have been underpaid in violation of the law. Persons denied payment of the living wage have the right to bring a civil action for damages in addition to any action taken by the City.

Violations of this Ordinance is punishable by fines of not more than \$500/violation plus costs, with each day being considered a separate violation. Additionally, the City of Ann Arbor has the right to modify, terminate, cancel or suspend a contract in the event of a violation of the Ordinance.

***For Additional Information or to File a Complaint***

***Contact:***

**734/794-6576**

\*

*Health Care benefits includes those paid for by the employer or making an employer contribution toward the purchase of health care. The employee contribution must not exceed \$.50 an hour for an average work week; and the employer cost or contribution must equal no less than \$1/hr for the average work week.*

**The law requires employers to display this poster where employees can readily see it.**

CITY OF ANN ARBOR PROCUREMENT OFFICE  
**CONTRACT COMPLIANCE FORM**  
*Entire Organization (Totals for All Locations, where applicable)*

**Form #1**

Name of Company/Organization \_\_\_\_\_ Date Form Completed \_\_\_\_\_

Name and Title of Person Completing this Form \_\_\_\_\_

Fax# \_\_\_\_\_ Email Address \_\_\_\_\_  
 (Area Code)

**EMPLOYMENT DATA**

<b>Job Categories</b>	<b>Number of Employees</b>												
	<b>Male</b>						<b>Female</b>						<b>TOTAL COLUMNS A-M</b>
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific	American Indian or Alaskan Native	
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>	<b>J</b>	<b>K</b>	<b>L</b>	<b>M</b>	
Exec./Sr. Level Officials													
Supervisors													
Professionals													
Technicians													
Sales													
Admin. Support													
Craftspeople													
Operatives													
Service Workers													
Laborers/Helper													
Apprentices													
Other													
<b>TOTAL</b>													
<b>PREVIOUS YEAR TOTAL</b>													

CITY OF ANN ARBOR PROCUREMENT OFFICE  
**CONTRACT COMPLIANCE FORM**

**Form #2**

Local Office (Only those employees that will do local or on-site work, if applicable)

Name of Company/Organization \_\_\_\_\_ Date Form Completed \_\_\_\_\_

Name and Title of Person Completing this Form \_\_\_\_\_

Fax# \_\_\_\_\_ Email Address \_\_\_\_\_  
 (Area Code)

**EMPLOYMENT DATA**

Job Categories	<b>Number of Employees</b>												
	<b>Male</b>						<b>Female</b>						<b>TOTAL COLUMNS A-M</b>
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific	American Indian or Alaskan Native	
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>	<b>J</b>	<b>K</b>	<b>L</b>	<b>M</b>		
Exec/Sr. Level Officials													
Supervisors													
Professionals													
Technicians													
Sales													
Admin. Support													
Craftspeople													
Operatives													
Service Workers													
Laborers/Helper													
Apprentices													
Other													
<b>TOTAL</b>													
<b>PREVIOUS YEAR TOTAL</b>													

## **NOTICE OF PRE-BID CONFERENCE**

A pre-bid meeting will be held at the Ann Arbor Senior Center, located on 1320 Baldwin (between Wells and Granger) on Thursday, December 22 at 9:00 a.m.

Questions may be emailed to Amy Kuras at [akuras@a2gov.org](mailto:akuras@a2gov.org). If any questions arise whose answers constitute modifications to the bid documents, an addendum will be issued.

## INSTRUCTIONS TO BIDDERS

### General

Work to be done under this Contract is generally described through the detailed specifications and must be completed fully in accordance with the contract documents. All work to be done under this Contract is located in or near the City of Ann Arbor.

The City shall make available to all prospective Bidders, prior to receipt of the Bids, access to the area in which the work is to be performed. Advance notice should be given to the Administering Department in cases where access to the site must be arranged by the City.

Any proposal which does not fully conform with these instructions may be rejected.

### Proposals

Proposals must be submitted on the "Proposal Forms" and "Bid Forms" provided, with each blank properly filled in. **Sealed Bids that include a complete original bid document and one additional proposal section copy (pages P1-B7) must be received** by the City of Ann Arbor Procurement Office, Fifth Floor, City Hall, Ann Arbor, Michigan, at the time stipulated in the Advertisement, which promptly thereafter proposals will be publicly opened and read aloud. Each proposal must be enclosed in a sealed envelope, endorsed across one end:

### **BID #4198 Proposal for Ann Arbor Senior Center Restroom Renovations**

The City intends to award a Contract(s) to the lowest responsible Bidder(s). On multi-divisional contracts, separate divisions may be awarded to separate Bidders. The City may also utilize discounts offered in the Bid Forms, if any, to determine the lowest responsible Bidder on each division, and award multiple divisions to a single Bidder, so that the lowest total cost is achieved for the City. For unit price bids, the contract will be awarded based upon the lump sum and unit prices stated by the bidder for the work items specified in the bid documents, with consideration given to any alternates selected by the City. If the City determines that the unit price for any item is materially different for the work item bid than either other bidders or the general market, the City, in its sole discretion, in addition to any other right it may have, may reject the bid as not responsible or non-conforming.

The acceptability of major subcontractors will be considered in determining if a Bidder is responsible. In comparing proposals, the City will give consideration to alternate proposals for items listed in the forms, or other alternates which the Bidder may wish to submit, but preference will be given to Base Bid Proposals.

The City reserves the right to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

## Bid Security

Each proposal must be accompanied by a certified check, or Bid Bond by a surety licensed and authorized to do business within the State of Michigan, in the amount of 5% of the total of the bid price.

## Withdrawal of Bids

After the time of opening, no Bid may be withdrawn for the period of days specified in the Advertisement.

## Contract Time

Time is of the essence in the performance of the work under this Contract. **The available time for work under this Contract is indicated on page C-1, Article III of the Contract.** If these time requirements can not be met, the Bidder must stipulate on Bid Form Section 3 - Time Alternate its schedule for performance of the work. Consideration will be given to time in evaluating bids.

## Liquidated Damages

A liquidated damages clause, as given on page C-2, Article III of the Contract, provides that the Contractor shall pay the City as liquidated damages, and not as a penalty, a sum certain per day for each and every day that the Contractor may be in default of completion of the specified work, within the time(s) stated in the Contract, or written extensions.

Liquidated damages clauses, as given in the General Conditions, provide further that the City shall be entitled to impose and recover liquidated damages for breach of the obligations under Chapter 112 of the City Code.

The liquidated damages are for the non-quantifiable aspects of any of the previously identified events and do not cover actual damages that can be shown or quantified nor are they intended to preclude recovery of actual damages in addition to the recovery of liquidated damages.

## Human Rights Information

Section 5, beginning at page GC-3, outlines the requirements for fair employment practices under City of Ann Arbor Contracts. To establish compliance with this Ordinance, the Bidder must complete and return with its bid completed copies of the two pages of Human Rights Division Contract Compliance Forms (copy attached) or an acceptable equivalent.

## Wage Requirements

Section 4, beginning at page GC-1, outlines the requirements for payment of prevailing wages or of a living wage to employees providing service to the City under this contract. The successful bidder must comply with all applicable requirements and may be required to provide documentary proof of compliance when requested.

### Major Subcontractors

The Bidder shall identify each major subcontractor it expects to engage for this Contract if the work to be subcontracted is 15% or more of the bid sum or over \$50,000, whichever is less. The Bidder also shall identify the work to be subcontracted to each major subcontractor.

## PROPOSAL

City of Ann Arbor  
Guy C. Larcom Municipal Building  
Ann Arbor, Michigan 48107

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including Advertisement, Human Rights Division Contract Compliance Forms, Notice of Pre-Bid Conference, Instructions to Bidders, Proposal, Bid Forms, Contract, Bond Forms, General Conditions, Standard Specifications, Detailed Specifications, all Addenda, and the Plans and understands them. The Bidder declares that it conducted a full investigation at the site and of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance. The Bidder also declares that it has extensive experience in successfully completing projects similar to this one.

The Bidder acknowledges that it has not received or relied upon any representations or warrants of any nature whatsoever from the City of Ann Arbor, its agents or employees, and that this Bid is based solely upon the Bidder's own independent business judgment.

The undersigned proposes to perform all work shown on the plans or described in the bid documents, including any addenda issued, and to furnish all necessary machinery, tools, apparatus, and other means of construction to do all the work, furnish all the materials, and complete the work in strict accordance with all terms of the Contract of which this proposal is one part.

In accordance with these bid documents, and Addenda numbered \_\_\_\_\_, the undersigned, as Bidder, proposes to perform at the sites in and/or around Ann Arbor, Michigan, all the work included herein for the amounts set forth in the Bid Forms.

The Bidder declares that it has become fully familiar with the liquidated damage clauses for completion times and for compliance with City Code Chapter 112, understands and agrees that the liquidated damages are for the non-quantifiable aspects of non-compliance and do not cover actual damages that may be shown and agrees that if awarded the Contract, all liquidated damage clauses form part of the Contract.

The Bidder declares that it has become fully familiar with the provisions of Chapter 14, Section 1:319 (Prevailing wages) and Chapter 23 (Living Wage) of the Code of the City of Ann Arbor and that it understands and agrees to comply, to the extent applicable to employees providing services to the City under this Contract, with the wage and reporting requirements stated in the City Code provisions cited. Bidder further agrees that the cited provisions of Chapter 14 and Chapter 23 form a part of this Contract.

The Bidder encloses a certified check or Bid Bond in the amount of 5% of the total of the Bid Price.

The Bidder agrees both to contract for the work and to furnish the necessary Bonds and insurance documentation within 10 days after being notified of the acceptance of the Bid.

If this Bid is accepted by the City and the Bidder fails to contract and furnish the required Bonds and insurance documentation within 10 days after being notified of the acceptance of this Bid, then the Bidder shall be considered to have abandoned the Contract and the certified check or Bid Bond accompanying this Proposal shall become due and payable to the City.

If the Bidder enters into the Contract in accordance with this Proposal, or if this Proposal is rejected, then the accompanying check or Bid Bond shall be returned to the Bidder.

In submitting this Bid, it is understood that the right is reserved by the City to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012.

\_\_\_\_\_  
Bidder's/Contractor Name

\_\_\_\_\_  
Official Address

\_\_\_\_\_  
Authorized Signature of Bidder

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
(Print Name of Signer Above)

LEGAL STATUS OF BIDDER

(The Bidder shall fill out the appropriate form and strike out the other two.)

Bidder declares that it is:

\* A corporation organized and doing business under the laws of the state of \_\_\_\_\_, for whom \_\_\_\_\_, bearing the office title of \_\_\_\_\_, whose signature is affixed to this proposal is authorized to execute contracts.

\* A partnership, list all members and the street and mailing address of each:

Also identify the County and State where partnership papers are filed:

County of \_\_\_\_\_, State of \_\_\_\_\_

\* An individual, whose signature with address, is affixed to this proposal: \_\_\_\_\_  
(initial here)

BID FORMS  
ANN ARBOR SENIOR CENTER RESTROOM RENOVATIONS  
BID #4198

Section 1 - Schedule of Prices

**Base Bid**

For the entire work outlined in these documents, complete as specified, using equipment and materials only of the type and manufacturers where specifically named.

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

**\*All work must be completed between May 1 and May30, 2012**

Signature of Authorized Representative of Bidder

\_\_\_\_\_

## Section 2 - Material and Equipment Alternates

The Base Bid proposal price shall include materials and equipment selected from the designated items and manufacturers listed in the bidding documents. This is done to establish uniformity in bidding and to establish standards of quality for the items named.

If the Contractor wishes to quote alternate items for consideration by the City, it may do so under this Section. A complete description of the item and the proposed price differential must be provided. Unless approved at the time of award, substitutions where items are specifically named will be considered only as a negotiated change in Contract Sum.

<u>Item Number</u>	<u>Description</u>	<u>Add/Deduct Amount</u>
--------------------	--------------------	--------------------------

If the Bidder does not suggest any material or equipment alternate, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT propose any material or equipment alternate under the contract.

Signature of Authorized Representative of Bidder

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## BID FORM

### Section 3 - Time Alternate

If the Bidder takes exception to the time stipulated in Article III of the Contract, Time of Completion, page C-1, it is requested to stipulate below its proposed time for performance of the work. Consideration will be given to time in evaluating bids.

If the Bidder does not suggest any time alternate, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT propose any time alternate under the contract.

Signature of Authorized Representative of Bidder

---

## BID FORM

### Section 4 - Major Subcontractors

For purposes of this contract, a Subcontractor is anyone (other than the Contractor) who performs work (other than or in addition to the furnishing of materials, plans or equipment) at or about the construction site, directly or indirectly for or on behalf of the Contractor (and whether or not in privity of contract with the Contractor), but shall not include any individual who furnishes merely the individual 's own personal labor or services.

For the work outlined in these documents the Bidder expects to engage the following major subcontractors to perform the work identified:

<u>Subcontractor (Name and Address)</u>	<u>Work</u>	<u>Amount</u>
---	-------------	---------------

If the Bidder does not expect to engage any major subcontractor, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT expect to engage any major subcontractor to perform work under the contract.

Signature of Authorized Representative of Bidder

---

## CONTRACT

THIS AGREEMENT is made on the \_\_\_\_ day of \_\_\_\_\_, 2012, between the CITY OF ANN ARBOR, a Michigan Municipal Corporation, 301 E. Huron St., Ann Arbor, Michigan 48107-8647 ("City") and

---

Based upon the mutual promises below, the Contractor and the City agree as follows:

### ARTICLE I - Scope of Work

The Contractor agrees to furnish all of the materials, equipment and labor necessary; and to abide by all the duties and responsibilities applicable to it for the project titled "ANN ARBOR SENIOR CENTER RESTROOM RENOVATIONS" in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this Contract:

Human Rights Division Contract	General Conditions
Compliance Forms	Standard Specifications
Living Wage Declaration of	Detailed Specifications
Compliance Forms	Plans
(if applicable)	Addenda
Bid Forms	
Proposal	
Contract and Exhibits	
Bonds	

### ARTICLE II - Definitions

Administering Service area means Parks and Recreation Services

Supervising Professional means Sumedh Bahl or other persons acting under the authorization of the Director of the Administering Department.

Project means **Ann Arbor Senior Center Restroom Renovations- ITB #4198**

### ARTICLE III - Time of Completion

- (A) The work to be completed under this Contract shall begin on May 1, 2012 and shall be completed by May 30, 2012.
- (B) The entire work for this Contract shall be completed within 30 consecutive calendar days.
- (C) Failure to complete all the work within the time specified above, including any extension granted in writing by the Supervising Professional, shall obligate the Contractor to pay the City, as liquidated damages and not as a penalty, an amount

equal to **\$300.00** for each calendar day of delay in the completion of all the work. If any liquidated damages are unpaid by the Contractor, the City shall be entitled to deduct these unpaid liquidated damages from the monies due the Contractor.

As an independent requirement, where the Detailed Specifications identify certain portions of the work to be completed within a shorter period of time and the Contractor fails to complete each portion within the shorter period specified for each portion, including any extension granted in writing by the Project Supervisor, the City is entitled to deduct from the monies due the Contractor, as liquidated damages and not as a penalty, the amount identified in the Detailed Specifications for each portion of the work not timely completed for each calendar day of delay in completion of each portion of the work.

The liquidated damages are for the non-quantifiable aspects of any of the previously identified events and do not cover actual damages that can be shown or quantified nor are they intended to preclude recovery of actual damages in addition to the recovery of liquidated damages.

Liquidated damages under this section are in addition to any liquidated damages due under Section 5 of the General Conditions.

#### ARTICLE IV - The Contract Sum

- (A) The City shall pay to the Contractor for the performance of the Contract, the unit prices as given in the Bid Forms for the estimated total of:

---

Use words

(\$ \_\_\_\_\_ )

Use numbers

- (B) The amount paid shall be equitably adjusted to cover changes in the work ordered by the Supervising Professional but not required by the contract documents.

#### ARTICLE V - Assignment

This Contract may not be assigned or subcontracted without the written consent of the City.

#### ARTICLE VI - Choice of Law

This Contract shall be construed, governed, and enforced in accordance with the laws of the State of Michigan. By executing this agreement, the Contractor and the City agree to venue in a court of appropriate jurisdiction sitting within Washtenaw County for purposes of any action arising under this Contract.

Whenever possible, each provision of the contract will be interpreted in a manner as to be effective and valid under applicable law. The prohibition or invalidity, under applicable law, of any provision will not invalidate the remainder of the contract.

## ARTICLE VII - Relationship of the Parties

The parties of the Contract agree that it is not a contract of employment but is a contract to accomplish a specific result. Contractor is an independent contractor performing services for the City. Nothing contained in this Contract shall be deemed to constitute any other relationship between the City and the Contractor.

Contractor certifies that it has no personal or financial interest in the project other than the compensation it is to receive under the Contract. Contractor certifies that it is not, and shall not become, overdue or in default to the City for any contract, debt, or any other obligation to the City including real or personal property taxes. City shall have the right to set off any such debt against compensation awarded for services under this agreement.

## ARTICLE VIII - Notice

All notices given under this contract shall be in writing, and shall be by personal delivery or by certified mail with return receipt requested to the parties at their respective addresses as specified in the contract documents or other address the Contractor may specify in writing..

## ARTICLE IX - Indemnification

To the fullest extent permitted by law, for any loss not covered by insurance under this contract, Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, in whole or in part, from any act or omission, which is in any way connected or associated with this contract, by the Contractor or anyone acting on the Contractor's behalf under this contract. Contractor shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence.

## ARTICLE X - Entire Agreement

This Contract represents the entire understanding between the City and the Contractor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this Contract. This Contract may be altered, amended or modified only by written amendment signed by the City and the Contractor.

**FOR CONTRACTOR**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**FOR THE CITY OF ANN ARBOR**

By \_\_\_\_\_  
John Hieftje, Mayor

By \_\_\_\_\_  
Jacqueline Beaudry, City Clerk

**Approved as to substance**

By \_\_\_\_\_  
Steven D. Powers, City Administrator

By \_\_\_\_\_  
Sumedh Bahl, Community Services  
Area Administrator

**Approved as to form and content**

\_\_\_\_\_  
Stephen K. Postema, City Attorney

PERFORMANCE BOND

- (1) \_\_\_\_\_ of \_\_\_\_\_ (referred to as "Principal"), and \_\_\_\_\_, a corporation duly authorized to do business in the State of Michigan (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for \$\_\_\_\_\_, the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.
- (2) The Principal has entered a written contract with the City dated \_\_\_\_\_, for: \_\_\_\_\_ and this bond is given for that contract in compliance with Act No. 213 of the Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq.
- (3) Whenever the Principal is declared by the City to be in default under the contract, the Surety may promptly remedy the default or shall promptly:
- (a) complete the contract in accordance with its terms and conditions; or
  - (b) obtain a bid or bids for submission to the City for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a contract between such bidder and the City, and make available, as work progresses, sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in paragraph 1.
- (4) Surety shall have no obligation to the City if the Principal fully and promptly performs under the contract.
- (5) Surety agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying it shall in any way affect its obligations on this bond, and waives notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work, or to the specifications.

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

(Name of Surety Company)

(Name of Principal)

By

(Signature)

By

(Signature)

Its

(Title of Office)

Its

(Title of Office)

Name and address of agent:

Approved as to form:

Stephen K. Postema, City Attorney

LABOR AND MATERIAL BOND

- (1) \_\_\_\_\_ of \_\_\_\_\_, (referred to as "Principal"), and \_\_\_\_\_, a corporation duly authorized to do business in the State of Michigan, (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for the use and benefit of claimants as defined in Act 213 of Michigan Public Acts of 1963, as amended, being MCL 129.201 *et seq.*, in the amount of \$ \_\_\_\_\_, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.
- (2) The Principal has entered a written contract with the City, dated \_\_\_\_\_, for: \_\_\_\_\_; and this bond is given for that contract in compliance with Act No. 213 of the Michigan Public Acts of 1963 as amended;
- (3) If the Principal fails to promptly and fully repay claimants for labor and material reasonably required under the contract, the Surety shall pay those claimants.
- (4) Surety's obligations shall not exceed the amount stated in paragraph 1, and Surety shall have no obligation if the Principal promptly and fully pays the claimants.

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

(Name of Surety Company)	(Name of Principal)
By	By
(Signature)	(Signature)
Its	Its
(Title of Office)	(Title of Office)

Approved as to form:

Name and address of agent:

Stephen K. Postema, City Attorney

## **GENERAL CONDITIONS**

### **Section 1 - Execution, Correlation and Intent of Documents**

The contract documents shall be signed in 3 copies by the City and the Contractor.

The contract documents are complementary and what is called for by any one shall be binding. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. Materials or work described in words which so applied have a well-known technical or trade meaning have the meaning of those recognized standards.

In case of a conflict among the contract documents listed below in any requirement(s), the requirement(s) of the document listed first shall prevail over any conflicting requirement(s) of a document listed later.

(1) Addenda in reverse chronological order; (2) Detailed Specifications; (3) Standard Specifications; (4) Drawings/Plans; (5) General Conditions; (6) Contract; (7) Bid Forms; (8) Bond Forms; (9) Proposal.

### **Section 2 - Order of Completion**

The Contractor shall submit with each invoice, and at other times reasonably requested by the Supervising Professional, schedules showing the order in which the Contractor proposes to carry on the work. They shall include the dates at which the Contractor will start the several parts of the work, the estimated dates of completion of the several parts, and important milestones within the several parts.

### **Section 3 - Familiarity with Work**

The Bidder or its representative shall make personal investigations of the site of the work and of existing structures and shall determine to its own satisfaction the conditions to be encountered, the nature of the ground, the difficulties involved, and all other factors affecting the work proposed under this Contract. The Bidder to whom this Contract is awarded will not be entitled to any additional compensation unless conditions are clearly different from those which could reasonably have been anticipated by a person making diligent and thorough investigation of the site.

The Bidder shall immediately notify the City upon discovery, and in every case prior to submitting its Bid, of every error or omission in the bidding documents that would be identified by a reasonably competent, diligent Bidder. In no case will a Bidder be allowed the benefit of extra compensation or time to complete the work under this Contract for extra expenses or time spent as a result of the error or omission.

## Section 4 - Wage Requirements

Under this Contract, the Contractor shall conform to Chapter 14 of Title I of the Code of the City of Ann Arbor as amended; which in part states "...that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. At the request of the City, any contractor or subcontractor shall provide satisfactory proof of compliance with the contract provisions required by the Section."

Where the Contract and the Ann Arbor City Ordinance are silent as to definitions of terms required in determining contract compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used.

### **1:814. Applicability.**

- (1) This Chapter shall apply to any person that is a contractor/vendor or grantee as defined in Section 1:813 that employs or contracts with five (5) or more individuals; provided, however, that this Chapter shall not apply to a non-profit contractor/vendor or non-profit grantee unless it employs or contracts with ten (10) or more individuals.
- (2) This Chapter shall apply to any grant, contract, or subcontract or other form of financial assistance awarded to or entered into with a contractor/vendor or grantee after the effective date of this Chapter and to the extension or renewal after the effective date of this Chapter of any grant, contract, or subcontract or other form of financial assistance with a contractor/vendor or grantee.

### **1:815. Living Wages Required.**

- (1) Every contractor/vendor or grantee, as defined in Section 1:813, shall pay its covered employees a living wage as established in this Section.
  - (a) For a covered employer that provides employee health care to its employees, the living wage shall be \$11.71 an hour, or the adjusted amount hereafter established under Section 1:815(3).
  - (b) For a covered employer that does not provide health care to its employees, the living wage shall be \$13.06 an hour, or the adjusted amount hereafter established under Section 1:815(3).
- (2) In order to qualify to pay the living wage rate for covered employers providing employee health care under subsection 1:815(1)(a), a covered employer shall furnish proof of said health care coverage and payment therefor to the City Administrator or his/her designee.
- (3) The amount of the living wage established in this Section shall be adjusted upward no later than April 30, 2011, and every year thereafter by a percentage equal to the percentage increase, if any, in the federal poverty guidelines as published by the United States Department of Health and Human Services for the year 2011. Subsequent annual adjustments shall be based upon the percentage increase, if any, in the United States Department of Health and Human Services poverty guidelines when comparing the prior

calendar year's poverty guidelines to the present calendar year's guidelines. The applicable percentage amount will be converted to an amount in cents by multiplying the existing wage under Section 1.815(1)(b) by said percentage, rounding upward to the next cent, and adding this amount of cents to the existing living wage levels established under Sections 1:815(1)(a) and 1:815(1)(b). Prior to April 1 of each calendar year, the City will notify any covered employer of this adjustment by posting a written notice in a prominent place in City Hall, and, in the case of a covered employer that has provided an address of record to the City, by a written letter to each such covered employer.

#### Section 5 - Non-Discrimination

The Contractor agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to take affirmative action to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate any inequality based upon race, national origin or sex. The Contractor agrees to comply with the provisions of Section 9:161 of Chapter 112 of the Ann Arbor City Code and in particular the following excerpts:

#### 9:161 NONDISCRIMINATION BY CITY CONTRACTORS

- (1) All contractors proposing to do business with the City of Ann Arbor shall satisfy the nondiscrimination administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All contractors shall receive approval from the Director prior to entering into a contract with the City, unless specifically exempted by administrative policy. All City contractors shall take affirmative action to insure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon race, national origin or sex.
- (2) Each prospective contractor shall submit to the City data showing current total employment by occupational category, sex and minority group. If, after verifying this data, the Director concludes that it indicates total minority and female employment commensurate with their availability within the contractor's labor recruitment area, i.e., the area from which the contractor can reasonably be expected to recruit, said contractor shall be accepted by the Director as having fulfilled affirmative action requirements for a period of one year at which time the Director shall conduct another review. Other contractors shall develop an affirmative action program in conjunction with the Director. Said program shall include specific goals and timetables for the hiring and promotion of minorities and females. Said goals shall reflect the availability of minorities and females within the contractor's labor recruitment area. In the case of construction contractors, the Director shall use for employment verification the labor recruitment area of the Ann Arbor-Ypsilanti standard metropolitan statistical area. Construction contractors determined to be in compliance shall be accepted by the Director as having fulfilled affirmative action requirements for a period of six (6) months at which time the Director shall conduct another review.
- (3) In hiring for construction projects, contractors shall make good faith efforts to employ local persons, so as to enhance the local economy.
- (4) All contracts shall include provisions through which the contractor agrees, in addition to any other applicable Federal or State labor laws:

- (a) To set goals, in conference with the Human Resources Director, for each job category or division of the work force used in the completion of the City work;
  - (b) To provide periodic reports concerning the progress the contractor has made in meeting the affirmative action goals it has agreed to;
  - (c) To permit the Director access to all books, records and accounts pertaining to its employment practices for the purpose of determining compliance with the affirmative action requirements.
- (5) The Director shall monitor the compliance of each contractor with the nondiscrimination provisions of each contract. The Director shall develop procedures and regulations consistent with the administrative policy adopted by the City Administrator for notice and enforcement of non-compliance. Such procedures and regulations shall include a provision for the posting of contractors not in compliance.
- (6) All City contracts shall provide further that breach of the obligation not to discriminate shall be a material breach of the contract for which the City shall be entitled, at its option, to do any or all of the following:
- (a) To cancel, terminate, or suspend the contract in whole or part and/or refuse to make any required periodic payments under the contract;
  - (b) Declare the contractor ineligible for the award of any future contracts with the City for a specified length of time;
  - (c) To recover liquidated damages of a specified sum, said sum to be that percentage of the labor expenditure for the time period involved which would have accrued to minority group members had the affirmative action not been breached;
  - (d) Impose for each day of non-compliance, liquidated damages of a specified sum, based upon the following schedule:

<u>Contract Amount</u>	<u>Assessed Damages Per Day of Non-Compliance</u>
\$ 10,000 - 24,999	\$ 25.00
25,000 - 99,999	50.00
100,000 - 199,999	100.00
200,000 - 499,999	150.00
500,000 - 1,499,999	200.00
1,500,000 - 2,999,999	250.00
3,000,000 - 4,999,999	300.00
5,000,000 - and above	500.00

- (e) In addition the contractor shall be liable for any costs or expenses incurred by the City of Ann Arbor in obtaining from other sources the work and services to be rendered or

performed or the goods or properties to be furnished or delivered to the City under this contract.

#### Section 6 - Materials, Appliances, Employees

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary or used for the execution and completion of the work. Unless otherwise specified, all materials incorporated in the permanent work shall be new, and both workmanship and materials shall be of the highest quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall at all times enforce strict discipline and good order among its employees, and shall seek to avoid employing on the work any unfit person or anyone not skilled in the work assigned.

Adequate sanitary facilities shall be provided by the Contractor.

#### Section 7 - Qualifications for Employment

The Contractor shall employ competent laborers and mechanics for the work under this Contract. For work performed under this Contract, employment preference shall be given to qualified local residents.

#### Section 8 - Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringements of any patent rights and shall hold the City harmless from loss on account of infringement except that the City shall be responsible for all infringement loss when a particular process or the product of a particular manufacturer or manufacturers is specified, unless the City has notified the Contractor prior to the signing of the Contract that the particular process or product is patented or is believed to be patented.

#### Section 9 - Permits and Regulations

The Contractor must secure and pay for all permits, permit or plan review fees and licenses necessary for the prosecution of the work. These include but are not limited to City building permits, right-of-way permits, lane closure permits, right-of-way occupancy permits, and the like. The City shall secure and pay for easements shown on the plans unless otherwise specified.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the contract documents are at variance with those requirements, it shall promptly notify the Supervising Professional in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work.

## Section 10 - Protection of the Public and of Work and Property

The Contractor is responsible for the means, methods, sequences, techniques and procedures of construction and safety programs associated with the work contemplated by this contract. The Contractor, its agents or sub-contractors, shall comply with the "General Rules and Regulations for the Construction Industry" as published by the Construction Safety Commission of the State of Michigan and to all other local, State and National laws, ordinances, rules and regulations pertaining to safety of persons and property.

The Contractor shall take all necessary and reasonable precautions to protect the safety of the public. It shall continuously maintain adequate protection of all work from damage, and shall take all necessary and reasonable precautions to adequately protect all public and private property from injury or loss arising in connection with this Contract. It shall make good any damage, injury or loss to its work and to public and private property resulting from lack of reasonable protective precautions, except as may be due to errors in the contract documents, or caused by agents or employees of the City. The Contractor shall obtain and maintain sufficient insurance to cover damage to any City property at the site by any cause.

In an emergency affecting the safety of life, or the work, or of adjoining property, the Contractor is, without special instructions or authorization from the Supervising Professional, permitted to act at its discretion to prevent the threatened loss or injury. It shall also so act, without appeal, if authorized or instructed by the Supervising Professional.

Any compensation claimed by the Contractor for emergency work shall be determined by agreement or in accordance with the terms of Claims for Extra Cost - Section 15.

## Section 11 - Inspection of Work

The City shall provide sufficient competent personnel for the inspection of the work.

The Supervising Professional shall at all times have access to the work whenever it is in preparation or progress, and the Contractor shall provide proper facilities for access and for inspection.

If the specifications, the Supervising Professional's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Supervising Professional timely notice of its readiness for inspection, and if the inspection is by an authority other than the Supervising Professional, of the date fixed for the inspection. Inspections by the Supervising Professional shall be made promptly, and where practicable at the source of supply. If any work should be covered up without approval or consent of the Supervising Professional, it must, if required by the Supervising Professional, be uncovered for examination and properly restored at the Contractor's expense.

Re-examination of any work may be ordered by the Supervising Professional, and, if so ordered, the work must be uncovered by the Contractor. If the work is found to be in accordance with the contract documents, the City shall pay the cost of re-examination and replacement. If the work is not in accordance with the contract documents, the Contractor shall pay the cost.

## Section 12 - Superintendence

The Contractor shall keep on the work site, during its progress, a competent superintendent and any necessary assistants, all satisfactory to the Supervising Professional. The superintendent will be responsible to perform all on-site project management for the Contractor. The superintendent shall be experienced in the work required for this Contract. The superintendent shall represent the Contractor and all direction given to the superintendent shall be binding as if given to the Contractor. Important directions shall immediately be confirmed in writing to the Contractor. Other directions will be confirmed on written request. The Contractor shall give efficient superintendence to the work, using its best skill and attention.

## Section 13 - Changes in the Work

The City may make changes to the quantities of work within the general scope of the Contract at any time by a written order and without notice to the sureties. If the changes add to or deduct from the extent of the work, the Contract Sum shall be adjusted accordingly. All the changes shall be executed under the conditions of the original Contract except that any claim for extension of time caused by the change shall be adjusted at the time of ordering the change.

In giving instructions, the Supervising Professional shall have authority to make minor changes in the work not involving extra cost and not inconsistent with the purposes of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Supervising Professional, and no claim for an addition to the Contract Sum shall be valid unless the additional work was ordered in writing.

The Contractor shall proceed with the work as changed and the value of the work shall be determined as provided in Claims for Extra Cost - Section 15.

## Section 14 - Extension of Time

Extension of time stipulated in the Contract for completion of the work will be made if and as the Supervising Professional may deem proper under any of the following circumstances:

- (1) When work under an extra work order is added to the work under this Contract;
- (2) When the work is suspended as provided in Section 20;
- (3) When the work of the Contractor is delayed on account of conditions which could not have been foreseen, or which were beyond the control of the Contractor, and which were not the result of its fault or negligence;
- (4) Delays in the progress of the work caused by any act or neglect of the City or of its employees or by other Contractors employed by the City;
- (5) Delay due to an act of Government;
- (6) Delay by the Supervising Professional in the furnishing of plans and necessary information;
- (7) Other cause which in the opinion of the Supervising Professional entitles the Contractor to an extension of time.

The Contractor shall notify the Supervising Professional within 7 days of an occurrence or conditions which, in the Contractor's opinion, entitle it to an extension of time. The notice shall be in writing and submitted in ample time to permit full investigation and evaluation of the Contractor's claim. The Supervising Professional shall acknowledge receipt of the Contractor's notice within 7 days of its receipt. Failure to timely provide the written notice shall constitute a waiver by the Contractor of any claim.

In situations where an extension of time in contract completion is appropriate under this or any other section of the contract, the Contractor understands and agrees that the only available adjustment for events that cause any delays in contract completion shall be extension of the required time for contract completion and that there shall be no adjustments in the money due the Contractor on account of the delay.

### Section 15 - Claims for Extra Cost

If the Contractor claims that any instructions by drawings or other media issued after the date of the Contract involved extra cost under this Contract, it shall give the Supervising Professional written notice within 7 days after the receipt of the instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property. The procedure shall then be as provided for Changes in the Work-Section 13. No claim shall be valid unless so made.

If the Supervising Professional orders, in writing, the performance of any work not covered by the contract documents, and for which no item of work is provided in the Contract, and for which no unit price or lump sum basis can be agreed upon, then the extra work shall be done on a Cost-Plus-Percentage basis of payment as follows:

- (1) The Contractor shall be reimbursed for all reasonable costs incurred in doing the work, and shall receive an additional payment of 15% of all the reasonable costs to cover both its indirect overhead costs and profit;
- (2) The term "Cost" shall cover all payroll charges for employees and supervision required under the specific order, together with all worker's compensation, Social Security, pension and retirement allowances and social insurance, or other regular payroll charges on same; the cost of all material and supplies required of either temporary or permanent character; rental of all power-driven equipment at agreed upon rates, together with cost of fuel and supply charges for the equipment; and any costs incurred by the Contractor as a direct result of executing the order, if approved by the Supervising Professional;
- (3) If the extra is performed under subcontract, the subcontractor shall be allowed to compute its charges as described above. The Contractor shall be permitted to add an additional charge of 5% percent to that of the subcontractor for the Contractor's supervision and contractual responsibility;
- (4) The quantities and items of work done each day shall be submitted to the Supervising Professional in a satisfactory form on the succeeding day, and shall be approved by the Supervising Professional and the Contractor or adjusted at once;
- (5) Payments of all charges for work under this Section in any one month shall be made along with normal progress payments. Retainage shall be in accordance with Progress Payments-Section 16.

No additional compensation will be provided for additional equipment, materials, personnel, overtime or special charges required to perform the work within the time requirements of the Contract.

When extra work is required and no suitable price for machinery and equipment can be determined in accordance with this Section, the hourly rate paid shall be 1/40 of the basic weekly rate listed in the Rental Rate Blue Book published by Dataquest Incorporated and applicable to the time period the equipment was first used for the extra work. The hourly rate will be deemed to include all costs of operation such as bucket or blade, fuel, maintenance, "regional factors", insurance, taxes, and the like, but not the costs of the operator.

#### Section 16 - Progress Payments

The Contractor shall submit each month, or at longer intervals, if it so desires, an invoice covering work performed for which it believes payment, under the Contract terms, is due. The submission shall be to the City's Finance Department - Accounting Division. The Supervising Professional will, within 10 days following submission of the invoice, prepare a certificate for payment for the work in an amount to be determined by the Supervising Professional as fairly representing the acceptable work performed during the period covered by the Contractor's invoice. To insure the proper performance of this Contract, the City will retain a percentage of the estimate in accordance with Act 524, Public Acts of 1980. The City will then, following the receipt of the Supervising Professional's Certificate, make payment to the Contractor as soon as feasible, which is anticipated will be within 15 days.

An allowance may be made in progress payments if substantial quantities of permanent material have been delivered to the site but not incorporated in the completed work if the Contractor, in the opinion of the Supervising Professional, is diligently pursuing the work under this Contract. Such materials shall be properly stored and adequately protected. Allowance in the estimate shall be at the invoice price value of the items. Notwithstanding any payment of any allowance, all risk of loss due to vandalism or any damages to the stored materials remains with the Contractor.

In the case of Contracts which include only the Furnishing and Delivering of Equipment, the payments shall be; 60% of the Contract Sum upon the delivery of all equipment to be furnished, or in the case of delivery of a usable portion of the equipment in advance of the total equipment delivery, 60% of the estimated value of the portion of the equipment may be paid upon its delivery in advance of the time of the remainder of the equipment to be furnished; 30% of the Contract Sum upon completion of erection of all equipment furnished, but not later than 60 days after the date of delivery of all of the equipment to be furnished; and payment of the final 10% on final completion of erection, testing and acceptance of all the equipment to be furnished; but not later than 180 days after the date of delivery of all of the equipment to be furnished, unless testing has been completed and shows the equipment to be unacceptable.

With each invoice for periodic payment, the Contractor shall enclose a Contractor's Declaration - Section 43, and an updated project schedule per Order of Completion - Section 2.

#### Section 17 - Deductions for Uncorrected Work

If the Supervising Professional decides it is inexpedient to correct work that has been damaged or that was not done in accordance with the Contract, an equitable deduction from the Contract price

shall be made.

### Section 18 - Correction of Work Before Final Payment

The Contractor shall promptly remove from the premises all materials condemned by the Supervising Professional as failing to meet Contract requirements, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute the work in accordance with the Contract and without expense to the City and shall bear the expense of making good all work of other contractors destroyed or damaged by the removal or replacement.

If the Contractor does not remove the condemned work and materials within 10 days after written notice, the City may remove them and, if the removed material has value, may store the material at the expense of the Contractor. If the Contractor does not pay the expense of the removal within 10 days thereafter, the City may, upon 10 days written notice, sell the removed materials at auction or private sale and shall pay to the Contractor the net proceeds, after deducting all costs and expenses that should have been borne by the Contractor. If the removed material has no value, the Contractor must pay the City the expenses for disposal within 10 days of invoice for the disposal costs.

The inspection or lack of inspection of any material or work pertaining to this Contract shall not relieve the Contractor of its obligation to fulfill this Contract and defective work shall be made good. Unsuitable materials may be rejected by the Supervising Professional notwithstanding that the work and materials have been previously overlooked by the Supervising Professional and accepted or estimated for payment or paid for. If the work or any part shall be found defective at any time before the final acceptance of the whole work, the Contractor shall forthwith make good the defect in a manner satisfactory to the Supervising Professional. The judgment and the decision of the Supervising Professional as to whether the materials supplied and the work done under this Contract comply with the requirements of the Contract shall be conclusive and final.

### Section 19 - Acceptance and Final Payment

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Supervising Professional will promptly make the inspection. When the Supervising Professional finds the work acceptable under the Contract and the Contract fully performed, the Supervising Professional will promptly sign and issue a final certificate stating that the work required by this Contract has been completed and is accepted by the City under the terms and conditions of the Contract. The entire balance found to be due the Contractor, including the retained percentage, shall be paid to the Contractor by the City within 30 days after the date of the final certificate.

Before issuance of final certificates, the Contractor shall file with the City:

- (1) The consent of the surety to payment of the final estimate;
- (2) The Contractor's Affidavit in the form required by Section 44.

In case the Affidavit or consent is not furnished, the City may retain out of any amount due the Contractor, sums sufficient to cover all lienable claims.

The making and acceptance of the final payment shall constitute a waiver of all claims by the City except those arising from:

- (1) unsettled liens;

- (2) faulty work appearing within 12 months after final payment;
- (3) hidden defects in meeting the requirements of the plans and specifications;
- (4) manufacturer's guarantees.

It shall also constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.

#### Section 20 - Suspension of Work

The City may at any time suspend the work, or any part by giving 5 days notice to the Contractor in writing. The work shall be resumed by the Contractor within 10 days after the date fixed in the written notice from the City to the Contractor to do so. The City shall reimburse the Contractor for expense incurred by the Contractor in connection with the work under this Contract as a result of the suspension.

If the work, or any part, shall be stopped by the notice in writing, and if the City does not give notice in writing to the Contractor to resume work at a date within 90 days of the date fixed in the written notice to suspend, then the Contractor may abandon that portion of the work suspended and will be entitled to the estimates and payments for all work done on the portions abandoned, if any, plus 10% of the value of the work abandoned, to compensate for loss of overhead, plant expense, and anticipated profit.

#### Section 21 - Delays and The City's Right to Terminate Contract

If the Contractor refuses or fails to prosecute the work, or any separate part of it, with the diligence required to insure completion, ready for operation, within the allowable number of consecutive calendar days specified plus extensions, or fails to complete the work within the required time, the City may, by written notice to the Contractor, terminate its right to proceed with the work or any part of the work as to which there has been delay. After providing the notice the City may take over the work and prosecute it to completion, by contract or otherwise, and the Contractor and its sureties shall be liable to the City for any excess cost to the City. If the Contractor's right to proceed is terminated, the City may take possession of and utilize in completing the work, any materials, appliances and plant as may be on the site of the work and useful for completing the work. The right of the Contractor to proceed shall not be terminated or the Contractor charged with liquidated damages where an extension of time is granted under Extension of Time - Section 14.

If the Contractor is adjudged a bankrupt, or if it makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if it fails to make prompt payments to subcontractors or for material or labor, or persistently disregards laws, ordinances or the instructions of the Supervising Professional, or otherwise is guilty of a substantial violation of any provision of the Contract, then the City, upon the certificate of the Supervising Professional that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor 3 days written notice, terminate this Contract. The City may then take possession of the premises and of all materials, tools and appliances thereon and without prejudice to any other remedy it may have, make good the deficiencies or finish the work by whatever method it may deem expedient, and deduct the cost from the payment due the Contractor. The Contractor shall not be entitled to receive any further payment until the work is finished. If the expense of finishing the work, including compensation for additional managerial and administrative services exceeds the unpaid balance of the Contract Sum, the Contractor and its surety are liable to the City for any excess cost incurred.

The expense incurred by the City, and the damage incurred through the Contractor's default, shall be certified by the Supervising Professional.

#### Section 22 - Contractor's Right to Terminate Contract

If the work should be stopped under an order of any court, or other public authority, for a period of 3 months, through no act or fault of the Contractor or of anyone employed by it, then the Contractor may, upon 7 days written notice to the City, terminate this Contract and recover from the City payment for all acceptable work executed plus reasonable profit.

#### Section 23 - City's Right To Do Work

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the City, 3 days after giving written notice to the Contractor and its surety may, without prejudice to any other remedy the City may have, make good the deficiencies and may deduct the cost from the payment due to the Contractor.

#### Section 24 - Removal of Equipment and Supplies

In case of termination of this Contract before completion, from any or no cause, the Contractor, if notified to do so by the City, shall promptly remove any part or all of its equipment and supplies from the property of the City, failing which the City shall have the right to remove the equipment and supplies at the expense of the Contractor.

The removed equipment and supplies may be stored by the City and, if all costs of removal and storage are not paid by the Contractor within 10 days of invoicing, the City upon 10 days written notice may sell the equipment and supplies at auction or private sale, and shall pay the Contractor the net proceeds after deducting all costs and expenses that should have been borne by the Contractor and after deducting all amounts claimed due by any lien holder of the equipment or supplies.

#### Section 25 - Responsibility for Work and Warranties

The Contractor assumes full responsibility for any and all materials and equipment used in the construction of the work and may not make claims against the City for damages to materials and equipment from any cause except negligence or willful act of the City. Until its final acceptance, the Contractor shall be responsible for damage to or destruction of the project (except for any part covered by Partial Completion and Acceptance - Section 26). The Contractor shall make good all work damaged or destroyed before acceptance. All risk of loss remains with the Contractor until final acceptance of the work (Section 19) or partial acceptance (Section 26). The Contractor is advised to investigate obtaining its own builders risk insurance.

The Contractor shall guarantee the quality of the work for a period of one year. The Contractor shall also unconditionally guarantee the quality of all equipment and materials that are furnished and installed under the contract for a period of one year. At the end of one year after the Contractor's receipt of final payment, the complete work, including equipment and materials furnished and installed under the contract, shall be inspected by the Contractor and the Supervising Professional. Any defects shall be corrected by the Contractor at its expense as soon as practicable but in all cases within 60 days. Any defects that are identified prior to the end of one year shall also be inspected by the Contractor and the Supervising Professional and shall be corrected by the Contractor at its

expense as soon as practicable but in all cases within 60 days.

The Contractor shall assign all manufacturer or material supplier warranties to the City prior to final payment. The assignment shall not relieve the Contractor of its obligations under this paragraph to correct defects.

#### Section 26 - Partial Completion and Acceptance

If at any time prior to the issuance of the final certificate referred to in Acceptance and Final Payment - Section 19, any portion of the permanent construction has been satisfactorily completed, and if the Supervising Professional determines that portion of the permanent construction is not required for the operations of the Contractor but is needed by the City, the Supervising Professional shall issue to the Contractor a certificate of partial completion, and immediately the City may take over and use the portion of the permanent construction described in the certificate, and exclude the Contractor from that portion.

The issuance of a certificate of partial completion shall not constitute an extension of the Contractor's time to complete the portion of the permanent construction to which it relates if the Contractor has failed to complete it in accordance with the terms of this Contract. The issuance of the certificate shall not release the Contractor or its sureties from any obligations under this Contract including bonds.

If prior use increases the cost of, or delays the work, the Contractor shall be entitled to extra compensation, or extension of time, or both, as the Supervising Professional may determine.

#### Section 27 - Payments Withheld Prior to Final Acceptance of Work

The City may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certificate to the extent reasonably appropriate to protect the City from loss on account of:

- (1) Defective work not remedied;
- (2) Claims filed or reasonable evidence indicating probable filing of claims by other parties against the Contractor;
- (3) Failure of the Contractor to make payments properly to subcontractors or for material or labor;
- (4) Damage to another Contractor.

When the above grounds are removed or the Contractor provides a Surety Bond satisfactory to the City which will protect the City in the amount withheld, payment shall be made for amounts withheld under this section.

#### Section 28 - Contractor's Insurance

- A. The Contractor shall procure and maintain during the life of this Contract, including the guarantee period and during any warranty work, such insurance policies, including those set forth below, as will protect itself from all claims for bodily injuries, death or property

damage which may arise under this Contract; whether the acts were made by the Contractor or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:

1. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident

Bodily Injury by Disease - \$500,000 each employee

Bodily Injury by Disease - \$500,000 each policy limit

2. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements including, but not limited to: Products and Completed Operations, Explosion, Collapse and Underground coverage or Pollution. Further, the following minimum limits of liability are required:

\$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined.

\$2,000,000 Per Job General Aggregate

\$1,000,000 Personal and Advertising Injury

\$2,000,000 Products and Completed Operations Aggregate

3. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

4. Umbrella/Excess Liability Insurance shall be provided to apply excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

B. Insurance required under Section A.2 and A.3 of this Contract shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.

C. In the case of all Contracts involving on-site work, the Contractor shall provide to the City before the commencement of any work under this Contract documentation demonstrating it has obtained the above mentioned policies. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name

of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Contractor supplies a copy of the endorsements required on the policies. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this Contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Department at least ten days prior to the expiration date.

- D. Any Insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company 's Key Rating Guide of 'A' Overall and a minimum Financial Size Category of 'V'. Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.

#### Section 29 - Surety Bonds

Bonds will be required from the successful bidder as follows:

- (1) A Performance Bond to the City of Ann Arbor for the amount of the bid(s) accepted;
- (2) A Labor and Material Bond to the City of Ann Arbor for the amount of the bid(s) accepted.

Bonds shall be executed on forms supplied by the City in a manner and by a Surety Company satisfactory to the City Attorney.

#### Section 30 - Damage Claims

The Contractor shall be held responsible for all damages to property of the City or others, caused by or resulting from the negligence of the Contractor, its employees, or agents during the progress of or connected with the prosecution of the work, whether within the limits of the work or elsewhere. The Contractor must restore all property injured including sidewalks, curbing, sodding, pipes, conduit, sewers or other public or private property to not less than its original condition with new work.

#### Section 31 - Refusal to Obey Instructions

If the Contractor refuses to obey the instructions of the Supervising Professional, the Supervising Professional shall withdraw inspection from the work, and no payments will be made for work performed thereafter nor may work be performed thereafter until the Supervising Professional shall have again authorized the work to proceed.

#### Section 32 - Assignment

Neither party to the Contract shall assign the Contract without the written consent of the other. The Contractor may assign any monies due to it to a third party acceptable to the City.

### Section 33 - Rights of Various Interests

Whenever work being done by the City's forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Supervising Professional, to secure the completion of the various portions of the work in general harmony.

The Contractor is responsible to coordinate all aspects of the work, including coordination of, and with, utility companies and other contractors whose work impacts this project.

### Section 34 - Subcontracts

The Contractor shall not award any work to any subcontractor without prior written approval of the City. The approval will not be given until the Contractor submits to the City a written statement concerning the proposed award to the subcontractor. The statement shall contain all information the City may require.

The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and all other contract documents applicable to the work of the subcontractors and to give the Contractor the same power to terminate any subcontract that the City may exercise over the Contractor under any provision of the contract documents.

Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the City.

### Section 35 - Supervising Professional's Status

The Supervising Professional has the right to inspect any or all work. The Supervising Professional has authority to stop the work whenever stoppage may be appropriate to insure the proper execution of the Contract. The Supervising Professional has the authority to reject all work and materials which do not conform to the Contract and to decide questions which arise in the execution of the work.

The Supervising Professional shall make all measurements and determinations of quantities. Those measurements and determinations are final and conclusive between the parties.

### Section 36 - Supervising Professional's Decisions

The Supervising Professional shall, within a reasonable time after their presentation to the Supervising Professional, make decisions in writing on all claims of the City or the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the contract documents.

### Section 37 - Storing Materials and Supplies

Materials and supplies may be stored at the site of the work at locations agreeable to the City unless specific exception is listed elsewhere in these documents. Ample way for foot traffic and drainage must be provided, and gutters must, at all times, be kept free from obstruction. Traffic on streets shall be interfered with as little as possible. The Contractor may not enter or occupy with agents, employees, tools, or material any private property without first obtaining written permission from its owner. A copy of the permission shall be furnished to the Supervising Professional.

### Section 38 - Lands for Work

The Contractor shall provide, at its own expense and without liability to the City, any additional land and access that may be required for temporary construction facilities or for storage of materials.

### Section 39 - Cleaning Up

The Contractor shall, as directed by the Supervising Professional, remove at its own expense from the City's property and from all public and private property all temporary structures, rubbish and waste materials resulting from its operations unless otherwise specifically approved, in writing, by the Supervising Professional.

### Section 40 - Salvage

The Supervising Professional may designate for salvage any materials from existing structures or underground services. Materials so designated remain City property and shall be transported or stored at a location as the Supervising Professional may direct.

### Section 41 - Night, Saturday or Sunday Work

No night or Sunday work (without prior written City approval) will be permitted except in the case of an emergency and then only to the extent absolutely necessary. The City may allow night work which, in the opinion of the Supervising Professional, can be satisfactorily performed at night. Night work is any work between 8:00 p.m. and 7:00 a.m. No Saturday work will be permitted unless the Contractor gives the Supervising Professional at least 48 hours but not more than 5 days notice of the Contractor's intention to work the upcoming Saturday.

### Section 42 - Sales Taxes

Under State law the City is exempt from the assessment of State Sales Tax on its direct purchases. Contractors who acquire materials, equipment, supplies, etc. for incorporation in City projects are not likewise exempt. State Law shall prevail. The Bidder shall familiarize itself with the State Law and prepare its Bid accordingly. No extra payment will be allowed under this Contract for failure of the Contractor to make proper allowance in this bid for taxes it must pay.

Section 43

**CONTRACTOR'S DECLARATION**

I hereby declare that I have not, during the period \_\_\_\_\_, 201\_\_\_\_, to  
\_\_\_\_\_, 20\_\_, performed any work, furnished any materials, sustained any loss, damage or  
delay, or otherwise done anything in addition to the regular items (or executed change orders) set  
forth in the Contract titled

\_\_\_\_\_,  
for which I shall ask, demand, sue for, or claim compensation or extension of time from the City,  
except as I hereby make claim for additional compensation or extension of time as set forth on the  
attached itemized statement. I further declare that I have paid all payroll obligations related to this  
Contract that have become due during the above period and that all invoices related to this Contract  
received more than 30 days prior to this declaration have been paid in full except as listed below.

There is/is not (Contractor please circle one and strike one as appropriate) an itemized statement  
attached regarding a request for additional compensation or extension of time.

\_\_\_\_\_  
Contractor Date

By  
(Signature)

Its  
(Title of Office)

Past due invoices, if any, are listed below.

Section 44

**CONTRACTOR'S AFFIDAVIT**

The undersigned Contractor, \_\_\_\_\_, represents that on  
, 20\_\_\_\_\_, it was awarded a contract by the City of Ann Arbor, Michigan to  
\_\_\_\_\_ under the terms and conditions of a Contract titled  
\_\_\_\_\_.

The Contractor represents that all work has now been accomplished and the Contract is complete.

The Contractor warrants and certifies that all of its indebtedness arising by reason of the Contract has been fully paid or satisfactorily secured; and that all claims from subcontractors and others for labor and material used in accomplishing the project, as well as all other claims arising from the performance of the Contract, have been fully paid or satisfactorily settled. The Contractor agrees that, if any claim should hereafter arise, it shall assume responsibility for it immediately upon request to do so by the City of Ann Arbor.

The Contractor, for valuable consideration received, does further waive, release and relinquish any and all claims or right of lien which the Contractor now has or may acquire upon the subject premises for labor and material used in the project owned by the City of Ann Arbor.

This affidavit is freely and voluntarily given with full knowledge of the facts.

Contractor  
By  
(Signature)  
Its  
(Title of Office)

Subscribed and sworn to before me, on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_  
\_\_\_\_\_, \_\_\_\_\_ County, Michigan

Notary Public  
My commission expires on:

## **STANDARD SPECIFICATIONS**

All work under this contract shall be performed in accordance with the Public Services Department Standard Specifications in effect at the date of availability of the contract documents stipulated in the Advertisement. All work under this Contract which is not included in these Standard Specifications, or which is performed using modifications to these Standard Specifications, shall be performed in accordance with the Detailed Specifications included in these contract documents.

A copy of the Public Services Department Standard Specifications may be purchased from the Engineering Division, (Fourth Floor, City Hall, Ann Arbor, Michigan), for \$35.00 per copy. In addition, a copy of these Standard Specifications is available for public viewing at the Engineering Division office, for review Monday through Friday between the hours of 8:30 a.m. and 4:00 p.m. In addition, a copy of these Standard Specifications is available for public viewing on the City of Ann Arbor Website:

[www.a2gov.org/government/publicservices/project\\_management/privatedev/Pages/Standardspecificationbook.aspx](http://www.a2gov.org/government/publicservices/project_management/privatedev/Pages/Standardspecificationbook.aspx)

## SECTION 01010 - SUMMARY OF THE WORK

### PART 1      GENERAL

#### 1.01 Description of the Project

- A. Provide all material and labor to complete the construction of Ann Arbor Senior Center Renovation as described and intended by the complete body of work represented in these Contract Documents

### PART 2      SPECIAL CONSIDERATIONS:

#### 2.01 General

- A. All products incorporated into the building construction shall be asbestos free. Construction managers and/or contractors shall submit a signed and notarized statement to the Owner to this effect for incorporation into the asbestos management plan.
- B. All painted/coated products and plumbing components incorporated into the building construction shall be lead free. Construction managers and/or contractors shall submit a signed statement to the Owner to this effect for incorporation into the lead inspection plan.
- C. All adhesives, coatings and paints may not contain any Volatile Organic Compounds, unless a waiver is obtained from the Owner.

#### 2.02 OCCUPANCY OF SENIOR'S CENTER

- A. The Senior's Center will be occupied at various time during the length of construction. The Contractor shall limit demolition, and other construction that may interfere with the normal occupancy of the Center, during the following times:
  - 1) Sundays - 9 am - 7:30pm
  - 2) Mondays - 6:30p.m.- 8:30p.m.
  - 3) Tuesdays - 5:30p.m. - 8:30p.m.
  - 4) Wednesday - 5:30p.m. - 9p.m.
  - 5) Thursday - 3:3p.m. - 9p.m.
- B. The Contractor may coordinate with the Owner for additional access (beyond normal work times) for the following times:
  - 1) Friday- no rentals
  - 2) Saturday – no rentals

#### 2.03 WORK SEQUENCE and COORDINATION WITH OTHERS:

- C. Outline Schedule:
  - 1. This Project is anticipated to consist of a single phase.
  - 2. All Bidders are to maintain a Construction Schedule that will meet the start and end dates noted herein.
- D. Should it become necessary to interrupt and/or shutdown any service (mechanical, plumbing, electrical, etc.) which effects any building area or adjacent site outside the immediate work area, the contractor shall do such work only after notifying the Owner, and all relevant adjacent property owners, a minimum of 48 hours prior to such anticipated interruption and/or shutdown and then only after receiving the Owner's approval to do so.

END OF SECTION 01010

## SECTION 01019 - CONTRACT CONSIDERATIONS

### PART 1      GENERAL

#### 1.01 SECTION INCLUDES:

- A. In General - Particular requirements of the Contractor to complete appropriate Schedules, Applications and Forms as Records of the Project. The use of AIA documents is strongly encouraged. Any other proprietary forms should be approved by the Owner/Architect prior to being introduced into record by the Contractor.
- B. Schedule of Values
- C. Applications for Payment – AIA form G702, including Substantial Completion
- D. Project Change Procedures – AIA forms G701, G710, G714 & G716

#### 1.02 RELATED SECTIONS:

- A. Section 01010 – Summary of Work
- B. Section 01039 – Project Coordination
- C. Section 01300 - Submittals

### PART 2      CONTRACT REQUIREMENTS:

#### 2.01 SCHEDULE OF VALUES:

- A. Submit a complete Schedule of Values in duplicate within 10 days after date of Owner-Contractor Agreement, unless requested previously by the Owner or Architect.
  - 1. The Schedule of Values shall be used as a basis for determining progress payments for the contract or any designated lump sum bid item, and shall be in such form and sufficient detail to correctly represent a reasonable apportionment of the Contract Sum.
  - 2. Each activity in the Schedule of Values shall delineate one construction activity. The costing for each activity should include all costs for the labor and materials or equipment required to complete the activity. The sum of the values for the construction activities, within a bid item, must equal the total bid amount for that item.
  - 3. Prior to submitting an Application for Payment, the Contractor shall have submitted a detailed Schedule of Values and obtained approval from the Owner/Architect.
- B. Revise Schedule of Values to list approved Change Orders with each Application for Payment as the Project progresses.
- C. The Contractor may be required to provide certification from the Subcontractors certifying the subcontract amounts.

#### 2.02 APPLICATION FOR PAYMENT

- A. Submit typed application on AIA Form G702 - Application and Certificate for Payment, including any required Continuation Sheets. Contractor's standard form or electronic media printout will be considered only if previously approved by the Architect.
- B. Format:
  - 1. Break Contract Sum down in enough detail to facilitate evaluation of Applications for Payment at the discretion of the Architect/Owner.

2. Include each Allowance from Section 00930 – Allowances on the Schedule of Values within the amount for each related trade.
  3. Include separately from each line item, a directly proportional amount of Contractor's overhead and profit.
  4. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions have been made.
  5. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the period covered by the application.
  6. All forms shall have a signature line for the Architect, for approval prior to submission to the Owner.
  7. Provide 3 notarized originals for Architect's signature. After signing - one original will be retained by the Architect; one retained by the Owner; and one returned with the payment to the Contractor.
- C. Payment Period: Typically - one calendar month
- D. Waiver of Liens shall be provided ascertaining payment to subcontractors of monies distributed from previous month's application.
- E. Initial Application for Payment - Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include:
1. List of subcontractors
  2. List of suppliers and fabricators
  3. Schedule of Values
  4. Contractor's Construction Schedule (preliminary if not final).
  5. Submittal Schedule (preliminary if not final).
  6. List of Contractor's staff assignments
  7. Copies of building permits
  8. Copies of licenses from governing authorities
  9. Certificates of insurance and insurance policies
  10. Performance and payment bonds (if required).
- F. Final Payment Application - Actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:
1. Submission of Certificate of Substantial Completion AIA G704
  2. Completion of Project closeout requirements
  3. Completion of items specified for completion after Substantial Completion.
  4. Transmittal of required Project construction records to the Owner.
  5. Removal of surplus materials, rubbish and similar elements
  6. See Section 01700 – Contract Close-outs for additional information.

### 2.03 CHANGE PROCEDURES:

The following items describe the possible Requests for Information, Field Changes, and other subsequent procedures and documentation requirements involving the Work as authorized by AIA A201, 2007 Edition.

- A. Architectural Supplemental Instructions (ASI) - The Architect may advise of minor changes in the work not involving an adjustment to Contract Sum or Contract Time as authorized by AIA A201, 2007 Edition, Paragraph 7.4 by issuing an Architectural Supplemental Instructions (ASI) on AIA Form G710.
- B. Proposal Request - The Architect may issue a Request for Proposal (RFP) that includes detailed description of a proposed change with supplementary or revised drawings and specifications. The Contractor shall prepare and submit an itemized quote within 10 working days. All quotes shall include detailed labor and materials costs from all related sub contractors, shall separately itemize the Contractor's overhead

and profit, and shall indicate, with explanation, the associated affect on Project Schedule.

1. Note: compensation for extended General Conditions is not considered customary and will be granted solely at the Owner's discretion.
  2. RFPs which are returned without full itemization shall be considered to be non-responsive. Delays resulting from the Architect or Owner's subsequent requests for itemization and the time taken to provide same shall be caused solely by the Contractor.
  - C. The Contractor may propose a change by submitting request for change to the Architect, describing the proposed change and its full effect on the Work. Include a statement describing the reason for the change, and the effect on the contract sum and contract time with full documentation document any requested substitutions in accordance with Section 01600.
1. Comply with requirements in Section 01600 – Product Substitutions if the change requires substitution of one product or system for products or systems specified.
    - D. Request for Information (RFI) - The Contractor may submit a Request for Information (RFI) G716, which may generate a change in the Work as detailed by the Architect. All RFI's shall be generated by the General Contractor (or the Construction Manager) who shall coordinate all subcontractors and issue sequentially numbered documents. All RFI's shall provide the Architect with existing field conditions and/or possible resolutions to facilitate a prompt and effective response. It is the Contractor's responsibility to review the field issues, dimensions, conflicts, etc. to provide as much information as possible to the Architect for resolution. The Contractor shall take an active role in resolving these issues with the Architect.
    - E. Construction Change Directives (CCD) – the Architect may issue a directive, on AIA Form G714 Construction Change Directive (CCD), that when signed by the Owner, instructs the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. The Document will describe changes in the Work, and designate method of determining any change in contract sum or contract time. Promptly execute the change when authorized by the Owner. Construction Change Directives may be issued in the field as a “Draft” which allows the Contractor to estimate the Work and/or cost as well as informing the contractor to allow for potential changes being issued.
    - G. Change Order Forms (CO) – The Contractor shall prepare Change Orders, based on approved quotes from RFPs, using the AIA G701 Change Order form. Unless otherwise provided in the Conditions of the Contract, the Contractor shall distribute three signed originals to the Architect for approval and further distribution to the Owner.
    - H. Allowance Adjustment: Base each Change Order proposal request for an allowance cost adjustment on the difference between the actual purchase amount and the allowance, multiplied by the final measurement of work-in-place, with reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections and similar margins.
      1. Include installation costs in the purchase amount only where indicated as part of the allowance.
      2. When requested, prepare explanations and documentation to substantiate margins claimed.
      3. Submit substantiation of a change in scope of work claimed in the change orders related to unit-cost allowances.
      4. The Owner reserves the right to establish the actual quantity of work-in-place by

- independent quantity survey, measure or count.
5. Submit claims for increased costs because of change in scope or nature of the allowance described in contract documents, whether for purchase amount or Contractor's handling, labor, installation, overhead and profit, within 20 days of receipt of change order or construction change directive authorizing work to proceed. Claims submitted later than 20 days will be rejected.
    - a. Change order cost amount shall not include Contractor's or subcontractor's indirect expense except when clearly demonstrated that the nature or scope of work required was changed from what could have been foreseen from the allowance description and other information in contract documents.
    - b. No change to the Contractor's indirect expense is permitted for selection of higher or lower priced materials or systems, of the same scope and nature as originally indicated.

END OF SECTION 01019

## SECTION 01039 – PROJECT COORDINATION

### PART 1

#### - GENERAL

- 1.01 RELATED DOCUMENTS:
- A. Drawings and general provisions of Contract, including General Conditions and Division 1 Specification sections, apply to the work of this section.
- 1.02 DESCRIPTION OF REQUIREMENTS
- A. The following are responsibilities of the Contractor during construction.
  - B. It is the responsibilities of the General Contractor to determine the best pathway for material installations based on the Schematic locations indicated by the Documents and schedule the appropriate trades to minimize the interferences and to make all systems and installations come together in the allowed space. See below for additional information.
- 1.03 SECTION INCLUDES:
- A. Contractor's responsibility to Coordinate and Schedule Inspections
  - B. Coordination Responsibilities
  - C. Alteration Project Procedures
  - D. Administrative and supervisory personnel
  - E. General installation provisions
- 1.04 RELATED SECTIONS:
- A. Section 01010 – Summary of Work
  - B. Section 01019 – Contract Considerations
  - C. Section 01120 – Project Alteration Procedures
  - D. Section 01300 – Submittals

### PART 2

#### PROJECT COORDINATION RESPONSIBILITY:

- 2.01 COORDINATION OF TESTING AND AGENCY INSPECTIONS:
- A. It is the Contractor's responsibility to coordinate and schedule all testing and sampling required of the Work and Contract Documents.
  - B. It is the Contractor's responsibility to coordinate and schedule the appropriate State/Local Review Agency inspections as required by the Work.
  - C. Coordinate with the Owner/Architect whether the governing agencies is Local or State.
  - D. Determine construction schedule and inform the Architect and Owner of required inspections and time periods.
    - 1. Verify the number of inspections required and when in the construction process inspections shall be made.
    - 2. Coordinate with Architect for requirements of Inspection Applications per Agency requirements.
    - 3. Some Agencies may require that the Architect submit Inspection Application requests.
  - E. Inform the Architect and Owner of scheduled inspections at least 3 days in advance for their participation as required.

## 2.02 COORDINATION RESPONSIBILITIES:

- A. The work of Mechanical, Electrical, Plumbing, Fire Suppression, Security, etc. trades is indicated diagrammatically on the drawings. It is the responsibility of the General Contractor/Architectural Trades Contractor to address the installation of this equipment in a 3-dimensional space and schedule the sequence of installations to allow all parts to fit according to the concept of the Documents.
- B. Organize, coordinate, and direct the installation of building elements involved in the work of Mechanical, Electrical, Plumbing, Fire Suppression, Security, etc. trades, including all required clearances. The contractor shall be responsible for the layout and coordination between elements of these trades and all other architectural components so that all will fit within the available interstitial spaces, chases, shafts, etc.
  1. Prepare and submit coordination drawings indicating the work of Mechanical, Electrical, Plumbing, Fire Suppression, Security, etc. trades and any required access panels.
  2. Pay special attention to avoid conflicts between architectural layout of lighting, diffusers, etc. (visible, architecturally coordinated items) and other elements installed in available interstitial spaces, chases, shafts, etc.
  3. Coordinate locations of all access panels with Architect prior to finishes being applied.
  4. Schedule activities in the sequence required to obtain the best results, and in keeping with the intent of the documents. Do not allow one trade to “force out” of proper alignment, fit or coordination based on lack of scheduling.
  5. Where space is limited, coordinate installation of different components to assure maximum accessibility for maintenance, service and repair.
  6. Make provisions to accommodate items scheduled for later installation.
  7. Distribute memoranda to each trade involved outlining required coordination procedures. Include required notices, reports and attendance at meetings.
    - a. Prepare similar memoranda for the Owner and the Owner’s separate Contractors where coordination of their Work is required.
  8. Coordinate administrative procedures with other activities to avoid conflicts and ensure orderly progress. Such activities include:
    - a. Preparation of schedules.
    - b. Installation and removal of temporary facilities.
    - c. Delivery and processing of submittals.
    - d. Progress meetings.
    - e. Project closeout activities.
  9. Verify locations with future work and Code requirements.
- C. Follow routing shown for pipes, ducts, conduit, etc, as closely as practicable. Place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. Any conflicts shall be brought to the attention of the Architect prior to installation of any element, or they become the responsibility of the contractor who must then eliminate any conflicts to the satisfaction of the Architect.
- E. Verify that utility requirement characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- F. Verify that rated floor, wall or ceiling assemblies, as referenced by UL or other Standards, are installed in accordance with referenced standard, including structural,

- mechanical and electrical components of referenced assembly. Coordinate installation of referenced assembly components with all affected trades.
- G. In finished areas, except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
  - H. Coordinate completion and clean up of work of separate sections in preparation for substantial completion and for portions of work designated for Owner's partial occupancy.
  - I. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with contract documents, to minimize disruption of Owner's activities.

2.03 ALTERATION PROJECT COORDINATION AND PROCEDURES:

- A. See Section 01120 – Project Alteration Procedures for additional requirements associated with demolition and separations of Work in the scope of the Project.
- B. The Contractor is responsible for complying with the above requirements as required by the particular Scope of Work herein described.

2.04 ADMINISTRATIVE AND SUPERVISORY PERSONNEL AND RESPONSIBILITIES:

- A. Staff Names: Within 15 days of Notice to Proceed, submit a list of Contractor's staff assignments, including Superintendent and personnel at the site; identify individuals, their duties and responsibilities, addresses and telephone numbers.
  - 1. Post copies in the Project meeting room, the field office, and at each temporary telephone.
  - 2. The Owner and Architect shall be informed in writing of changes to supervisory staff positions, responsibilities or management changes.
- B. It is the sole responsibility of the Contractor's representative to keep all Documents, Schedules and Approvals in an orderly fashion and available at the Project Site.
- C. All Documents originating at the office of the Architect shall be available on-site to the Owner and Architect for reference as needed during the progress of the Project.

PART 3

GENERAL INSTALLATION PROVISIONS:

3.01 INSPECTION OF CONDITIONS:

- A. The Installer/Contractor of each component shall inspect the substrate and conditions under which Work is performed and by continuation, accept previous conditions. Do not proceed until unsatisfactory conditions have been corrected.
- B. Visual Effects: Provide uniform joint widths in exposed Work. Arrange joints to obtain the best effect. Refer questionable choices to the Architect for decision.
- C. Recheck measurements and dimensions, before starting installation.
- D. Install each component during weather conditions and project status that will ensure the best results. Isolate each part from incompatible material as necessary to prevent deterioration.
- E. Coordinate temporary enclosures with inspections and tests, to minimize uncovering completed construction for that purpose.

3.02 MOUNTING HEIGHTS:

- A. Where mounting heights of equipment are not specifically indicated, install components at standard heights for the application indicated. Refer to Typical

Barrier-Free Mounting Heights Detail in Documents, and refer any questionable decisions to the Architect. Any conditions affecting accessibility of Public areas shall default to the Michigan Building Code and referenced ANSI 117.1 requirements – which shall be strictly followed.

3.03 LIMITING EXPOSURES:

- A. Supervise operations to ensure that no part of construction completed or in progress, is subject to harmful or deleterious exposure. Such exposures include:
1. Excessive static or dynamic loading
  2. Excessive internal or external pressures
  3. Excessive weathering.
  4. Excessively high or low temperatures or humidity.
  5. Air contamination or pollution.
  6. Water or ice.
  7. Chemicals or solvents.
  8. Heavy traffic, soiling, staining and corrosion.
  9. Rodent and insect infestation.
  10. Unusual wear or other misuse.
  11. Contact between incompatible materials.
  12. Theft or vandalism

END OF SECTION 01039

## SECTION 01045 - CUTTING AND PATCHING

### PART 1 - GENERAL

#### 1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions, and Division 1 Specification Sections, apply to the work of this Section.

#### 1.02 DESCRIPTION OF REQUIREMENTS

- A. "Cutting and Patching" is hereby defined to include, but is not necessarily limited to, the cutting and patching of nominally completed and/or previously existing work, in order to:
- accommodate the coordination of new or revised work;
  - the installation of other work;
  - to uncover other work for access or inspection;
  - to obtain samples for testing or for similar purposes;
  - and is defined to exclude integral cutting and patching during the manufacturing, fabricating, erecting and installing process for individual units of work which may be defined in other areas of these specifications.
1. Drilling the work to install fasteners and similar operation are excluded from the definition of cutting and patching, but may have similar requirements.
  2. Alteration work as specified for existing work in order to accomplish revisions or to accommodate new work is specified separately, and may require cutting and patching but is not specified primarily as cutting and patching work.
  3. Excavating and associated operations of boulder removal, dewatering, shoring and bracing, removal of underground debris, penetration of rock and other barriers, backfilling, and similar work may be required as special forms of cutting and patching, but are recognized primarily as examples of related but separate categories of work not specified in this section.
  4. Restoring or removing and replacing non-complying work is specified separately from cutting and patching, but may require cutting and patching operations as specified herein.
- B. Refer to other sections of these Specifications, including Divisions 15 and 16, for additional cutting and patching requirements and limitations applicable to individual parts of the Work.
- C. Notwithstanding additional directions, no other reference to 'Cutting and Patching' herein included shall exclude or modify the fact that the required Work shall be done by tradesmen skilled in dealing with the particular material/installation process requiring the Work.

#### 1.03 QUALITY ASSURANCE

- A. The Contractor is responsible to maintain all systems/structures required for the continuation, reuse or future use of the system/structure, as inferred by the Documents. Failure to coordinate these elements during 'cutting and patching' will not relieve the contractor from the responsibility and cost of repairing to acceptable use.
- B. Requirements for Structural Work:
1. Do not cut and patch structural work in a manner resulting in a reduction of load carrying capacity or load/deflection ratio.
  2. Prior to cutting and patching the following categories of work, obtain

Architect's/Engineer's approval to proceed.

- a. Major structural members including trusses, beams and columns.
- b. Miscellaneous structural members, including lintels, equipment supports and similar categories or work.
- c. Bearing walls.

C. Operational and Safety Limitations:

1. Do not cut and patch operational elements or safety related components in a manner other than intended (including energy performance), in decreased operational life, in increased maintenance, or in decreased safety.
2. Prior to cutting and patching the following categories of work and similar categories where directed, obtain Architect's/Engineer's approval to proceed with cutting and patching as proposed in submittal by Contractor:
  - a. Primary operational systems and equipment
  - b. Control, communication, conveying, and electrical wiring systems

D. Visual Requirements:

1. Do not cut and patch work exposed on the building's exterior or in the building's occupied spaces in a manner that would, in the Architect's opinion, result in lessening the building's aesthetic qualities. Do not cut and patch work in a manner that would result in substantial visual evidence of cut and patch work. Remove and replace work judged by the Architect to be cut and patched in a visually unsatisfactory manner.

1.04 SUBMITTALS:

- A. Proposals for Cutting and Patching: Where prior approval of cutting and patching is required, submit proposal well in advance of time work will be performed, and request approval to proceed. Include the following information, as applicable, in the proposal:
1. Describe the nature of the work and how it is to be performed, indicating why cutting and patching is called for. Describe anticipated results of the work in terms of changes to existing work. Where applicable, include cost proposal and suggested alternatives to proposed cutting and patching procedure.
  2. List products to be used and firms/tradesmen to perform the work.
  3. Provide dates when work is expected to be performed.
  4. List utilities that will be disturbed or otherwise be affected by the work, including those that will be relocated and those that will be out of service temporarily. Indicate how long utility service will be disrupted.
  5. Where cutting and patching of structural work involves major structural members including trusses, beams and columns; miscellaneous structural members, including lintels, equipment supports and similar categories or work; bearing walls or the addition of or removal of reinforcement; submit details and engineering calculations to show how the cutting and patching is integrated with original structure to satisfy requirements.
  6. Architect's approval of cutting and patching work proposal does not waive the Architect's right to require subsequent complete removal and replacement of work found to be cut and patched in an unsatisfactory manner.

PART 2 - PRODUCTS

2.01 MATERIALS:

- A. General: Except as otherwise indicated, such directed by these Specifications or

directed by the Project Architect, use materials for cutting and patching that are identical to existing materials. If identical materials are not available, or cannot be used, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials for cutting and patching that will result in equal-or-better performance characteristics.

1. Obtain approval of the Architect before using materials other than original or specified for patching and repairing.

### PART 3 - EXECUTION

#### 3.01 INSPECTION:

- A. Before cutting, examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed. Take corrective action before proceeding if unsafe or unsatisfactory conditions are encountered.
- B. Pre-Cutting and Patching Coordination Meeting: Before the start of cutting work, meet at the work site with all parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict between the various trades. Coordinate layout of the work and resolve potential conflicts before proceeding with the work.

#### 3.02 PREPARATION:

- A. Temporary Support:
  1. Provide adequate temporary support for work to be cut to prevent any form of structural failure. Do not endanger other work. It is the contractor's responsibility to have a qualified Engineer review/approve all shoring required to maintain the existing construction.
- B. Protection:
  1. Provide adequate protection of other work and existing construction during cutting and patching to prevent damage.
  2. Provide enclosures to limit exposure of adjacent areas to all debris – air-borne and solid. Keep adjacent areas, not a part of the Work, protected from all associated debris.
  3. Provide protection of exterior work from adverse weather exposure.
  4. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas during normal work hours.
  5. Take all precautions to avoid cutting existing pipe, conduit or ductwork serving the building, but scheduled to be removed or relocated until provisions have been made to bypass them.

#### 3.02 PERFORMANCE:

- A. General: Employ skilled trades people to perform cutting and patching. Except as otherwise indicated or approved by Architect/Engineer, proceed with cutting and patching at earliest feasible time in each instance, and complete work without delay.
- B. Cutting:
  1. Cut work/existing construction by methods least likely to damage work/existing construction to be retained and work/existing construction adjoining. Review proposed procedure with original installer where possible, and comply with their recommendations.
  2. In general, where physical cutting action is required, cut work with sawing and grinding tools, not with hammering and chopping tools. Cut holes and slots to

size required with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces. Coordinate with other Sections of these Specifications for specialized cutting relative to particular material and installations.

3. Cut through concrete and masonry using a cutting machine such as a carborundum saw or a diamond core drill, unless required to tooth in other Sections of the Documents.
4. Comply with requirements of applicable sections of Division 2 where cutting and patching requires excavating and backfilling.
5. Before cutting, by-pass utility services such as pipe or conduit where services are shown or required to be removed, relocated or abandoned. Cut-off pipe or conduit in walls or partitions shall be removed. Cap, valve or plug and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after by-passing and cutting.

C. Patching:

1. Patch with seams that are durable and as invisible as possible. Comply with specified tolerances for the Work.
2. Where feasible, inspect and test patched areas to demonstrate integrity of installation.
3. Restore exposed finishes of patched areas; extend, where necessary, finish restoration to retained adjoining work/existing construction in a manner that will eliminate evidence of patching and refinishing.
  - a. Where patching occurs in a smooth painted surface, extend final paint coat over entire unbroken surface containing the patch, after the patched area has received primer and second coat to a natural termination point or corner.
4. Patch, repair or re-hang existing ceilings, scheduled to remain, as necessary to provide an even plane surface of uniform appearance against area of patch.

D. Cleaning:

1. Thoroughly clean areas and spaces where cutting and patching is performed or used as access. Remove paint, mortar, oils, putty, and similar items. Thoroughly clean piping, conduit and similar features before painting or finishing is applied. Restore damaged pipe covering to its original condition.

END OF SECTION 01045

## SECTION 01120 – PROJECT ALTERATION PROCEDURES

### PART 1 - GENERAL

#### 1.01 DESCRIPTION OF WORK:

- A. Making all material, installations, alterations, relocations and temporary installations come together with existing construction.
- B. Removing or altering existing construction as indicated or required to complete the Work intended on the Documents.
- C. Providing “seamless matching” of existing construction with new installations.
- D. Providing temporary controls or barriers to protect personnel and property during construction
- E. Coordinate with Section 01045 – Cutting and Patching for additional information and more specifics of patching materials and Work.

#### 1.02 SECTION INCLUDES:

- A. Products and installation for patching and extending Work.
- B. Transition and adjustments.
- C. Repair of damaged surfaces, finishes, and cleaning.
- D. Revision to existing Work as part of a Renovation.
- E. Temporary installations – dust partitions, fire separations, etc. – to be removed prior to occupancy.

#### 1.03 RELATED SECTIONS:

- A. Section 01010 – Summary of Work
- B. Section 01039 – Project Coordination
- C. Section 01045 – Cutting and Patching

#### 1.04 DEFINITIONS OF REQUIREMENTS:

- A. The following are definitions and examples of terms used herein and in the Construction Documents to describe construction procedures noted on the Documents.
- B. Removals:
  1. Removals shall be as indicated and as specified herein and in other sections of these Specifications and shall be performed in a neat and workmanlike manner to limits indicated or specified, or to minimum extent necessary or required for proper removal of existing material and installation of new work. Existing surfaces remaining after demolition, to which new work is to be applied, shall be left in a condition suitable for application of new work.
  2. Removals shall be performed without damage to adjacent retained work; however, where such work is damaged, Contractor shall patch, repair or otherwise restore same to its original or better condition in terms of performance characteristics and visual effect. In all cases the repair shall blend with the requirements of the new construction.
  3. All existing materials, fixtures, and equipment which have been removed or disconnected, but which are not indicated or specified for reuse in new work or called for to be turned over to Owner shall become property of Contractor and shall be removed from site by Contractor at his expense and legally disposed of.

On-site storage or sale of salvaged items not designated for Owner reuse will not be permitted.

C. Demolition:

1. Demolition shall be the partial or complete elimination of existing construction.
2. Whereas the Documents may show the limits of demolition, the contractor shall be responsible to determine the exact extent to complete the intent of the Documents and complete all Work required.

D. Salvage:

1. To be removed from present location with the intent of re-installation of the material/assembly in the Project at another location.
2. The Contractor shall take care in the removal and shall store/preserve the material/assembly in its present state until re-installation.
3. Any material that is scheduled to be salvaged and will not allow reuse shall be immediately brought to the attention of the Architect for direction.

E. Salvage/Turn over to Owner:

1. The Contractor shall take care in the removal and shall store/preserve the material/assembly in its present state until it is claimed by the Owner.
2. Coordinate with Owner for location of storage or if material should be immediately turned over to the Owner.

F. Debris:

1. Debris is the remains of a demolition, relocation or temporary installation procedure.
2. Debris shall be placed in approved containers to prevent the spread and accumulation of dust and dirt. Debris shall be removed from the area of work as often as necessary, but not less than at least once at end of each work day. All such debris shall be removed from site by Contractor and legally disposed of.
3. Construction areas, interior and exterior, must be kept in a neat and orderly fashion. Trash, debris and all unusable items must be removed from the site daily. Removal must be supervised.

G. Protection:

1. Contractor shall take all necessary precautions to adequately protect personnel, and public and private property in the areas of work. Approved barriers and warning signs shall be provided to reroute personnel around areas of dangerous work.
2. Temporary partitions (noted below) may be required of proper protection methods.
3. Close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity.

H. Dust Control:

1. Dust resulting from removals shall be controlled so as to prevent its spread to occupied portions of the building and to avoid creation of a nuisance in surrounding areas.
2. Existing spaces occupied by Owner's personnel shall be isolated from removal operations by means of temporary dust-tight barriers. Dust seals shall be installed on doors entering spaces of human occupancy. Gaskets or other means may be used provided whatever method is used will not impede the use of these exits in any manner during an emergency.

I. Maintaining access to Site and Buildings:

1. The premises may be occupied during part of the period of alteration and renovation work. Contractor shall not restrict access to building or site by employees, students, delivery operations, etc.
2. Access may be restricted as needed, but all barriers shall be coordinated with the Owner for required occupancies and shall not restrict the emergency egress pathways required for occupancy.

## PART 2 -PRODUCTS

### 2.01 PRODUCTS FOR PATCHING AND EXTENDING WORK:

- A. New Materials: As typically specified in product sections; match existing Products and Work by patching and extending work in a uniform way.
  1. Particular Specifications Sections may be included only for reference for material patching requirements, and should be used as needed.
- B. Type and Quality of Existing Products: Determine by inspecting and testing Products where necessary, referring to existing Work as a standard.

## PART 3 -EXECUTION:

### 3.01 EXAMINATION:

- A. Coordinate with the existing construction and material to establish schedule and/or requirements of new installations.
- B. Verify that demolition/renovation is complete and areas are ready for installation of new Work if demolition is carried out by separate contractor.
- C. Beginning of alteration/restoration Work means acceptance of existing conditions.
- D. General:
  1. See Drawings for notes, schedules, details, plans, etc. and see other Sections of these specifications to establish full extent of removal work required.
  2. It is the Contractor's responsibility to coordinate the exact extent of modification with the intent of the Documents.
- E. Masonry Walls and Portions of Masonry Walls for New Openings:
  1. Materials and methods required to safely support and prevent any displacement or distress of masonry walls and structural elements during removal of existing masonry walls or portions of existing masonry walls for new openings shall be responsibility of the Contractor. Any damages incurred by displacement or distress of walls or structural elements shall be repaired to as new condition by the Contractor at no additional cost to the Owner.
  2. Once demolition begins the Contractor assumes the responsibility to safely remove and then properly install new construction required to complete the stabilization of the Work.
  3. If conditions noted in the Documents are not present in the field, the Contractor shall make the Architect aware of any inconsistencies before demolition starts.

### 3.02 PREPARATION:

- A. Cut, move, or remove items as necessary for access to alterations and renovation Work. Replace and restore at completion.
- B. Remove unsuitable material not marked for salvage, such as rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified or required for finished Work.
- C. Remove debris and abandoned items from area and from concealed spaces.

- D. Prepare surface and remove surface finishes to provide for proper installation of new Work and finishes.
- E. Close openings in exterior surfaces to protect existing work [and salvage items] from weather and extremes of temperature and humidity. Insulate duct work and piping to prevent condensation in exposed areas.

3.03 REMOVALS:

- A. General – removing Work or materials from present construction:
  - 1. See Drawings for notes, schedules, details, plans, etc. and see other Sections of these specifications to establish full extent of removal work required.
- B. Masonry Walls and Portions of Masonry Walls for New Openings:
  - 1. See Section 3.01.E – above – for requirements of masonry work.

3.04 RELOCATIONS:

- A. General – removing Work or materials from present construction and reinstalling in future Work or other locations:
  - 1. See Drawings for notes, schedules, details, plans, etc, and see other sections of these specifications to establish full extent of work required.
  - 2. For items to be removed from existing construction or building, and to be relocated under this contract see Drawings.

3.05 INSTALLATION:

- A. Coordinate work of alterations and renovations to expedite completion sequentially and to accommodate continued Owner occupancy.
- B. Remove, cut, and patch Work in a manner to minimize damage and to provide a means of restoring Products and finishes to original or specified condition in accordance with Section 01045 – Cutting and Patching.
- C. Refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material, with a neat transition to adjacent finishes in accordance with Section 01045 – Cutting and Patching.
- D. Project work areas: Complete including operational mechanical and electrical work and related services.
- E. In addition to specified replacement of equipment and fixtures, restore existing plumbing, heating, ventilation, air conditioning, electrical, and related systems to full operational condition.
- F. Re-cover and refinish Work that exposes mechanical and electrical work exposed accidentally during the work.
- G. Install Products as specified in individual sections.
- H. See Section 01045 – Cutting and Patching for additional requirements.

3.06 TRANSITIONS:

- A. Where new Work abuts or aligns with existing, perform a smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.
- B. When finished surfaces are cut so that a smooth transition with new Work is not possible, terminate existing surface along a straight line and at a natural line of division, and make recommendation to Architect/Engineer.

3.07 ADJUSTMENTS TO EXISTING CONSTRUCTION:

- A. Where removal of partitions, bulkheads, walls and or other material results in adjacent spaces becoming one: rework floors, walls, and ceilings to a smooth plane

without breaks, steps, or bulkheads.

- B. Where a change of plane of 1/4 inch or more occurs, submit recommendation for providing a smooth transition for Architect/Engineer review.
- C. Trim existing doors as necessary to clear new floor finish. Refinish trim as required.
- D. Fit work at penetrations of surfaces as specified in Section 01045.

3.08 REPAIR OF DAMAGED SURFACES:

- A. Patch or replace portions of existing surfaces that are damaged, lifted, discolored, or showing other imperfections due to the installation or modifications of the Construction Manager.
- B. Repair substrate prior to patching finish.
- C. Where removals leave holes or otherwise damaged surfaces that will be exposed in the finished work, these holes and damaged surfaces shall be patched and repaired with materials and by methods which will result in equal or better work than the work being patched, both in performance characteristics and visual affect. Where work is to be applied to existing surfaces, removals and patching shall produce surfaces that are suitable for the provision of the new work. Patching shall be performed by workmen skilled in the trade involved and shall be performed in a neat and workmanlike manner. Finished surfaces of patched area shall match the existing adjacent surfaces as closely as possible as to texture and finish.
  - 1. See Section 01045 – Cutting and Patching for additional requirements.

3.09 FINISHES:

- A. Finish surfaces as specified in individual Product sections.
- B. Specification sections may be included for reference only providing information for finishing of existing materials or surfaces.
- C. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest natural intersection, transition to different material or terminus.

3.10 TEMPORARY PARTITIONS

- A. These can be temporary walls or construction to keep dust from entering occupied areas during construction operations. Install where required by construction to protect Owner occupied areas and equipment.
- B. Construct required fire-partitions in compliance with UL Design No. U305 – at a minimum - to separate areas of construction from continuing occupancy, and with the following details:
  - 1. Pack safig insulation tightly around all conduits, pipes, ducts and other obstructions passing through the partitions.
  - 2. Where partition will be exposed to weather, paint side exposed to the weather.
  - 3. Install fiberglass sill sealer between sole plate and floor, between top plate and ceiling or structural framing system and between studs and abutting vertical surfaces of wall, columns, etc.
- C. Repair any damage to any work that will be the final surface caused by erection and removal of temporary partitions. Repair to match adjacent existing surfaces to satisfaction of Architect.

3.11 PATCHING

- A. Where removals leave holes or otherwise damaged surfaces that will be exposed in the finished work, these holes and damaged surfaces shall be patched and repaired with materials and by methods which will result in equal or better work than the work being patched, both in performance characteristics and visual affect. Where work is to be applied to existing surfaces, removals and patching shall produce surfaces that are suitable for the provision of the new work.
- B. Patching shall be performed by workmen skilled in the trade involved and shall be performed in a neat and workmanlike manner.
- C. Finished surfaces of patched areas shall match the existing adjacent surfaces as closely as possible as to texture and finish.
- D. See Section 01045 – Cutting and Patching for additional requirements.

END OF SECTION 01120

## SECTION 01300 - SUBMITTALS

### PART 1 - GENERAL

#### 1.01 SECTION INCLUDES:

- A. Construction progress schedules.
- B. Product Submittal Procedures and Schedules
- C. Shop Drawings.
- D. Dimensions
- E. Proposed Products list
- F. Samples
- G. Manufacturers' instructions
- H. Manufacturers' certificates

#### 1.02 CONSTRUCTION PROGRESS SCHEDULES:

- A. Submit initial progress schedule in duplicate within 15 days after date of Owner-Contractor Agreement for Architect review.
- B. Revise and resubmit as required.
- C. Submit revised schedules with each Application for Payment, identifying changes since previous version.
- D. Submit a horizontal bar chart with a separate line for each major section of work or operation, identifying first workday of each week.
- E. Show complete sequence of construction by activity, identifying work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.
- F. Indicate estimated percentage of completion for each item of work at each submission.
- G. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates, including those furnished by Owner and under allowances.
- H. Indicate key dates for coordination of vacation of contract limits, removal of existing building components designated as the responsibility of the Owner, and other milestones affecting construction progress which require coordination with the Owner's operation.

#### 1.03 PRODUCT/SHOP DRAWING SUBMITTAL PROCEDURES:

- A. Prepare Submittal and Shop Drawing Schedule and submit to the Architect/Engineer for review within 15 days after date of Owner-Contractor Agreement. Schedule shall include a tabular breakdown, by specification Section, of all required submittals as listed in each Section, the anticipated submittal date of each item, and when return is required in order to meet construction schedules.
- B. Allow a minimum of ten (10) working days for Architect/Engineer review of submittals.
- C. Transmit each submittal with AIA Form G810, or Contractor's standard transmittal form as acceptable to Architect.
  - 1. Transmit the Submittal/Product sample directly to the responsible party. Example - If the submittals are Mechanical, send directly to the Mechanical Engineer with a copy transmitted to the Architect for their record/file. This procedure shall be similar for all other consulting parties. Subsequently, the Engineer shall transmit

- all reviewed Submittals to the Architect for their review/comment and final transmittal to the Contractor. This shall be the normal procedure for all Product Submittals. Coordinate with the Architect for products that do not have a clearly defined responsibility.
2. Submit two (2) copies of each shop drawing submitted, plus one original that will be used as a master to be copied and distributed by the Contractor to all pertinent parties. The Contractor shall be responsible for duplications so that the Architect/Engineer/Owner has appropriate information.
  3. Electronic files are preferred for Shop Drawing Review Submittals.
    - a. Submit an electronic file in the form of a .PDF file or a series of .DPF files.
    - b. If the particular Shop Drawing is the responsibility of an Architect's consultant, transmit to consultant and simultaneously to the Architect for record.
    - c. Transmit an electronic copy of a transmittal with all information similar to AIA G810.
    - d. The contractor shall have "stamped and noted" all of his responsibilities on the electronic version of the document.
    - e. The Architect will make all notes, comments and stamps electronically in the .PDF file.
    - f. The Contractor shall receive and subsequently transmit to appropriate subcontractors the Shop Drawings in paper or electronic form as required.
- D. Sequentially number the transmittal forms. Resubmittals shall have original number with an alphabetic suffix.
1. Revise and resubmit submittals as required, identify all changes made since previous submittal. Renumber the subsequent submittals accordingly.
- E. Identify project, Contractor, subcontractor or supplier; pertinent drawing sheet and detail number(s), and specification Section number, as appropriate.
- F. 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. Submittals not Approved and stamped by the Contractor prior to delivery to the Architect shall be returned unreviewed.
- G. Schedule submittals to expedite the project, and deliver to the appropriate business address. As agreed to by the Architect/Contractor – send Review copies directly to the Engineer and a transmittal/record copy to the Architect. Coordinate submission of related items.
- H. Provide space for Contractor and Architect/Engineer review stamps.
- I. Identify variations from contract documents and product or system limitations that may be detrimental to successful performance of the completed work.
- J. Distribute copies of reviewed submittals to concerned subcontractors/Owner. Instruct parties to promptly report any inability to comply with provisions.

#### 1.04 SHOP DRAWINGS RESPONSIBILITIES:

- A. The Architect is limited in responsibility of Shop Drawing Review as stated in AIA Document A201-2007 – General Conditions of the Contract for Construction, as herein stated, and referenced elsewhere in these Specifications.
- B. The Architect will not accept Shop Drawings unless properly reviewed by the subcontractor/supplier and the General Contractor/Construction Manager. The Architect is responsible for design concept as expressed in the Contract Documents. The Contractors are responsible for installation means and integration into other work of

- the Project. The Architect will not review submitted Shop Drawings unless the Contractor has Approved and stamped each submittal, and noted their responsibility to 'Field Verify' dimensions where applicable, prior to submission to the Architect.
- C. Refer to Section 01600 – Product Substitutions for proper procedures regarding Substitution Requests.
  - D. Prior to and after review, reproduce and distribute in accordance with Article on Product Submittal Procedures noted above.

1.05 DIMENSIONS:

- A. The Contractor shall be solely responsible to field measure project conditions prior to submitting Shop Drawings and shall be solely responsible to ensure that dimensions noted on Shop Drawings will be properly accommodated by related construction that takes place after Shop Drawings have been approved.
- B. Any dimensions noted by the Architect on any Shop Drawings shall be determined to be a requirement of the particular detail or installation and shall be coordinated with Field Conditions by the Contractor to be sure that all dimensions and material fit. Any required changes shall be noted to the Architect immediately.
- C. The Architect shall not be requested to fill in dimensions that should be associated with Field Conditions. This is the responsibility of the Contractor.

1.06 PROPOSED PRODUCTS LIST:

- A. Within 15 days after date of Owner-Contractor Agreement, submit complete list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.07 SAMPLES:

- A. Submit samples to illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- B. Submit samples of finish from the full range of manufacturers' standard colors (unless noted otherwise in individual section), textures, and patterns for Architect's selection.
- C. Include identification on each sample, with full project information.
- D. Submit the number or samples specified in individual specification sections; one of which will be retained by Architect/Engineer.
- E. Reviewed samples that may be used in the work are indicated in individual specification sections.

1.08 MANUFACTURER'S INSTRUCTIONS:

- A. When specified in individual specification sections, submit manufacturer's printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for product data.
- B. The Contractor shall identify conflicts between manufacturer's instructions and contract documents.

1.09 MANUFACTURER'S CERTIFICATES:

- A. When specified in individual specification sections, submit manufacturer's certificate to Architect 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.
- C. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect.

END OF SECTION 01300

## SECTION 01500 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

### PART 1 - GENERAL

#### 1.01 SECTION INCLUDES:

- A. Temporary Utilities: Electricity, lighting, heat, ventilation, telephone service, water and sanitary facilities.
- B. Temporary Controls: Barriers, enclosures and fencing, protection of the work and water control.
- C. Construction Facilities: Site access, parking, progress cleaning, project signage, and temporary buildings.

#### 1.02 TEMPORARY ELECTRICITY:

- A. Connect to existing power service. Power consumption shall not disrupt Owner's need for continuous service.
- B. Owner will pay cost of energy used. Exercise measures to conserve energy.
- C. Permanent convenience receptacles may be utilized during construction.
- D. If available electrical service is not adequate for Contractor's equipment, the Contractor shall provide temporary power sources and devices on site for his equipment at no cost to the Owner.

#### 1.03 TEMPORARY LIGHTING:

- A. Provide and maintain lighting for construction operations.
- B. Provide and maintain 1 watt/sq. ft. lighting to exterior staging and storage areas after dark for security purposes.
- C. Permanent building lighting may be utilized during construction.

#### 1.04 TEMPORARY VENTILATION:

- A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes vapors, or gases.
- B. Provide fans, dehumidifiers, etc. to properly deal with dust, odors, curing and drying of material as required.

#### 1.05 TEMPORARY WATER SERVICE:

- A. Connect to existing water source for construction operations.
- B. Owner will pay cost of water used. Exercise measures to conserve water.

#### 1.06 TEMPORARY SANITARY FACILITIES:

- A. Provide and maintain required facilities outside of the existing Senior's Center. Locate in a discrete area away from the building's main entry. Coordinate with Owner for exact location.
- B. Existing facilities shall not be used.

### PART 2 - CONTROLS

#### 2.01 INTERIOR ENCLOSURES:

- A. Provide temporary partitions as required to separate work areas from Owner-occupied areas, to prevent penetration of dust and moisture into Owner-occupied areas, and to prevent damage to existing materials and equipment.
- B. Construction: Framing and gypsum board sheet materials with closed joints and sealed edges at intersections with existing surfaces.

2.02 PROTECTION OF INSTALLED WORK:

- A. Protect installed work and provide special protection where specified in individual specification Sections.
- B. Provide temporary and removable protection for installed products. Control activity in immediate work area to minimize damage.
- C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- D. Protect finished floors, stairs and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- E. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- F. Prohibit traffic from landscaped areas.

2.03 PROGRESS CLEANING:

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Remove waste materials, debris, and rubbish from site periodically and dispose off-site.

2.04 SECURITY:

- A. Provide security and facilities to protect work, and existing facilities and Owner's operations from unauthorized entry, vandalism, or theft.
- B. Coordinate with Owner's security program, if applicable.

PART 3 - FACILITIES

3.01 PARKING

- A. Coordinate with the Owner for availability of existing parking on-site.

END OF SECTION 01500

## SECTION 01600 - PRODUCT SUBSTITUTIONS

### PART 1 - GENERAL

- A. Requests proposed by the Contractor after award of the Contract for deviation from specified products, materials, equipment, and/or methods of construction required by Contract Documents are considered "substitution" requests.
- B. A Contractor's "Substitution Request Form" (attached herein) may be considered by the Architect when one or more of the following conditions are satisfied, as determined by the Architect. Otherwise, requests will be returned without action except to record noncompliance with these requirements.
1. Extensive revisions to Contract Documents are not required.
  2. Proposed changes are in keeping with the general intent of Contract Documents.
  3. The request is timely, fully documented and properly submitted.
  4. The request is directly related to a "similar or equal" clause or similar language in the Contract Documents.
  5. The specified product or method of construction cannot be provided within the Contract Schedule as previously established. The request will not be considered if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.
  6. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
  7. A substantial advantage is offered the Owner, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the Owner may be required to bear. Additional responsibilities for the Owner may include additional compensation to the Architect for redesign and evaluation services, increased cost of other construction by the Owner or separate contractors, and similar considerations.
  8. The specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the Contractor certifies that the substitution will overcome the incompatibility.
  9. The specified product or method of construction cannot be coordinated with other materials, and where the Contractor certifies that the proposed substitution can be coordinated.
  10. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution shall provide the required warranty.
- C. Substitution requests are permitted under the following terms:
1. All substitution requests must be made directly by the General Contractor (GC) to the Architect. No substitution requests will be accepted from sub-contractors.
  2. All substitution requests must be accompanied by a signed, fully completed "Substitution Request Form" found at the end of this Section.
    - a. Submit 3 copies of the "Substitution Request Form" completely filled out.
    - b. In addition, provide the following information, as appropriate:
      - i. Samples, where applicable or requested.
      - ii. A statement indicating the substitution's effect on the Construction Schedule compared to the Schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
      - iii. Contractor's waiver of rights to additional payment or time that may be

necessary because of the substitution's failure to perform adequately.

3. The General Contractor has reviewed the Request and feels it is necessary or preferable for the completion of the Project, and the GC confirms that the schedule will not be negatively impacted.
  4. Requests for substitution will be considered if received within 60 days after commencement of the Work. Requests received more than 60 days after commencement of the Work may be considered or rejected at the discretion of the Architect.
  5. The Architect shall be compensated for the time involved in evaluating the Substitution Request and for any and all revisions to the Documents required by the aforementioned change, except where the substitution is required due to the Architect's responsibilities. The rate of compensation shall be: \$100/hr per staff time involved.
- D. Architect's Actions:
1. Within one week of receipt of the Substitution Request Form, the Architect may request additional information necessary for evaluation.
  2. Within 2 weeks of receipt of the request, or one week of receipt of additional information, whichever is later, the Architect will notify the Contractor of acceptance or rejection.
  3. If a decision on use of a substitute cannot be made within the time allocated, the product specified shall be incorporated into the Work.
  4. Acceptance of the Substitution Request Form will be in the form of a Change Order issued by the GC after incorporation into the Work.
- E. The following are not considered substitutions:
1. When an item or material is generic and the Contractor's proposed item is different only in its name, size, color, etc., and not specifically required to comply with an 'or equal' standard.
  2. Substitutions requested made during the bidding period or included with the Bid Form on the Bid Due Date, and accepted prior to award of Contract.
  3. Revisions to Contract Documents requested by the Owner or Architect.
  4. Specified options of products and construction methods included in Contract Documents.
  5. Compliance with governing regulations and orders issued by governing authorities.
- F. The Contractor's submittal and, if applicable, the Architect's acceptance of Shop Drawings, Product Data, and/or or Samples which do not comply with the Specifications, does not constitute an acceptable or valid request for substitution, nor does it transfer responsibility for meeting all provisions set forth in these Contract Documents from the Contractor to the Architect.
- G. The Architect/Owner maintains the right to reject any and all Substitution Requests at their own discretion.

END OF SECTION 01600

“Substitution Request Form” follows on pages 3 and 4.

SUBSTITUTION REQUEST FORM

The General Contractor or Construction Manager (GC/CM): \_\_\_\_\_ shall initially review this Substitution Request and, if believing it to be relevant, forward it for review by the Architect.

Project: \_\_\_\_\_

The Sub-Contractor - \_\_\_\_\_ hereby submits for your consideration the following substitution product instead of the specified product for the above noted Project:

Spec. Section      Section Paragraph      Original Product

Proposed Substitution: (explain using attachments as needed): \_\_\_\_\_

Attach complete technical data including laboratory tests, if applicable. Include complete information for modification(s) to Documents and/or Specifications required for proper installation as made necessary by proposed Substitution.

Provide the following information, using additional sheets if necessary:

A. FOR POST-BID SUBSTITUTION REQUESTS ONLY: If the substitution request is accepted, will the Contractor proposing the substitution pay for any and all changes to the building design, including engineering, detailing, and plan review / permit costs, etc. created by the acceptance of the proposed substitution?

signify: Yes ( ) or No ( ) – comments: \_\_\_\_\_

B. FOR POST-BID SUBSTITUTION REQUESTS ONLY: Does the GC/CM and Contractor understand that, should the proposed substitution item(s) fail to meet or exceed all the requirements of the specified item(s), the substitution may be rejected at the Architect's discretion and, if so, the GC/CM and/or Contractor will be required to reimburse the Architect directly, on a \$100.00/hr. basis, for the time taken to review the rejected substitution?

signify: Yes ( ) or No ( ) – comments: \_\_\_\_\_

C. Does the substitution affect dimensions or material fit shown or implied in the drawings?

signify: Yes ( ) or No ( ) – comments: \_\_\_\_\_

D. What effect does the substitution have on other trades?

E. Are there differences between the proposed substitution and specified items?

signify: Yes ( ) or No ( ) – comments: \_\_\_\_\_

F. Is there a material benefit to the Owner or Project if this substitution is accepted?

signify: Yes ( ) or No ( ) – comments: \_\_\_\_\_

G. Does the proposed substitution represent a cost savings to the Owner or Project?

signify: Yes ( ) or No ( ) – comments: \_\_\_\_\_

If so, what is the savings? \_\_\_\_\_

H. Manufacturer's guarantees of proposed and specified items are:

Same ( ) Different ( ) (explain on attachment if necessary)

The GC/CM states that the function, appearance, and quality of the substitution item(s) is/are equivalent or superior to the specified item and that items A through H above are correct and binding. The GC/CM shall affirm by signature below:

Submitted By:

\_\_\_\_\_  
Signature

Date \_\_\_\_\_

Firm Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

---

For use by Architect or Consultant:

Accepted

Accepted as noted

Rejected

Received too late

By: \_\_\_\_\_

Date: \_\_\_\_\_

Remarks: \_\_\_\_\_

\_\_\_\_\_

