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GENESEE COUNTY:

**RENOVATIONS FOR THE FRIEND OF THE COURT  
GENESEE COUNTY  
McCREE BUILDING  
630 S. SAGINAW STREET  
Flint, MI 48502**

H2A Project No: 17-521

**SPECIFICATIONS MANUAL**

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ARCHITECT:



9100 Lapeer Rd, Suite B  
Davison, MI 48423 810.412.5640

PROJECT MANUAL

PROJECT NO: 17-521

PROJECT: **RENOVATIONS FOR THE FRIEND OF THE COURT  
GENESEE COUNTY McCREE BUILDING**

606 S. Saginaw Street.

Flint, MI 48502

OWNER: **GENESEE COUNTY**

1101 Beach Street

Flint, MI 48502

IFB 18-142

H2A ARCHITECTS INC

9100 Lapeer Rd, Suite B

Davison, MI 48423

Phone (810) 412.5640

CONTRACT DOCUMENTS DATE: 5/4/18

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## GENESEE COUNTY PURCHASING

A Division of the Genesee County Controller's Office

COUNTY ADMINISTRATION BLDG

1101 BEACH STREET, ROOM 361,

FLINT, MICHIGAN 48502

Phone: (810) 257-3030

[www.gc4me.com](http://www.gc4me.com)

June 15, 2018

### **GENESEE COUNTY INVITATION FOR BID (IFB) #18-142**

Sealed bids will be received until **10:00 a.m. (EDT), Tuesday, July 10, 2018**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502 for a **RENOVATIONS FOR THE FRIEND OF THE COURT GENESEE COUNTY McCREE BUILDING**

This procurement is conducted in accordance with the Genesee County Purchasing Regulations, a copy of which is on file and available for inspection at the Genesee County Purchasing Department.

A **mandatory pre-bid meeting and site visit** will be held at the McCree Courts & Human Services Building, Department of Human Services, 630 S. Saginaw Street, 2<sup>nd</sup> Floor, Flint, MI 48502, on **Friday, June 22, 2018 at 10:00 a.m. (EDT)**. This will be the time for prospective bidders to ask questions directly related to this solicitation. Failure to arrive at the mandatory pre-bid meeting and site visit within a reasonable time following the start of the meeting shall be grounds for being deemed non-responsive. Genesee County will receive bids only from the firms represented at the mandatory pre-bid meeting and site visit.

Each offeror is responsible for labeling the exterior of the sealed envelope containing the bid response with the bid number, bid name, bid due date and time, and your firm's name. The bid request number and due date for this IFB are:

**DUE DATE:** **Tuesday, July 10, 2018 @ 10:00 a.m.**

**BID REQUEST NUMBER:** **H2A PROJECT NO: 17-521 Genesee County IFB #18-142**

**BID NAME:** IFB 18-142 RENOVATIONS FOR THE FRIEND OF THE COURT GENESEE COUNTY McCREE BUILDING

bid2\2018\18-142  
Attachments

**GENESEE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER**

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- G002 Code Data First Floor
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**END OF SECTION**



## INSTRUCTIONS TO BIDDERS

1. Sealed bids will be received until **10:00 a.m. (EDT), Tuesday, July 10, 2018** at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502. The Genesee County Purchasing Department hours of operation are 8:00 a.m. to 5:00 p.m., closed holidays and furlough days, check website for closed days. Label the envelope containing the bid response as described on page 1. **LATE BIDS AND BIDS SENT BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.**
2. **Submit one (1) original, and one (1) electronic copy of your bid.** All bids become the property of Genesee County. The original must include a signature on the Signature Page of a person authorized to make a binding offer. Additionally the bid response must consist of one copy in electronic format on a CD, DVD or USB flash drive formatted in Adobe (.pdf), Microsoft Word, and/or Microsoft Excel. Failure to provide the required number of duplicate copies may result in rejection of your bid. Electronic copy of bid may be submitted at the MITN or emailed to [geneseecountypurchasing@co.genesee.mi.us](mailto:geneseecountypurchasing@co.genesee.mi.us) site for this offering.
3. A **mandatory pre-bid meeting** and site visit will be held at the McCree Courts & Human Services Building, Department of Human Services, 630 S. Saginaw Street, 2nd Floor, Flint, MI 48502, on **Friday, June 22, 2018 at 10:00 a.m. (EDT)**. This will be the time for prospective bidders to ask questions directly related to this solicitation. Failure to arrive at the mandatory pre-bid meeting and site visit within a reasonable time following the start of the meeting shall be grounds for being deemed non-responsive. Genesee County will receive bids only from the firms represented at the mandatory pre-bid meeting and site visit.
4. Michigan Inter-governmental Trade Network– an alternate review of the RENOVATIONS FOR THE FRIEND OF THE COURT GENESEE COUNTY McCREE BUILDING can be done at <https://www.bidnetdirect.com/mitn>.
  - a. Genesee County has partnered with BidNet as part of the Michigan Inter-governmental Trade Network (MITN) and will post their bid opportunities to this site. As a vendor, you can register with [Michigan Inter-governmental Trade Network](https://www.mitn.info/Registration.asp?ID=2340) (use hyperlink or <https://www.mitn.info/Registration.asp?ID=2340>) and be sure that you see all available bids and opportunities. By selecting automatic bid notification, your company will receive emails once Genesee County has a bid opportunity that matches your company's business. In addition, the site handles bid opportunities, IFBs, and RFQs for other member governmental agencies. If you need help registering, please call [Michigan Inter-governmental Trade Network](https://www.mitn.info/Registration.asp?ID=2340) support department toll free 1-800-835-4603.
5. All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to this IFB, shall be made by and through the purchasing contact referenced in this solicitation. No contact regarding this solicitation made with other County employees is permitted. Any violation of this condition may result in immediate rejection of bid.
6. All prospective Bidders shall be responsible for routinely checking the Genesee County Purchasing Department website at [http://www.gc4me.com/departments/purchasing/open\\_bids.php](http://www.gc4me.com/departments/purchasing/open_bids.php) for issued addenda and other relevant information. Genesee County shall not be responsible for the failure of a

prospective Bidder to obtain addenda and other information issued at any time related to this IFB.

7. The County's Standard Proposed Contract is attached to this IFB. After the award is made to the successful Bidder, the County and the successful Bidder will negotiate a final contract that substantially conforms to the Standard Proposed Contract. Any exceptions to the terms and conditions of this IFB must be clearly set forth in your bid and referenced on company letterhead. The County will not entertain negotiations to change any terms and conditions of the IFB unless those changes are requested in your bid.
8. The County of Genesee requires a signed Genesee County Insurance Checklist with each bid submitted. Insurance required per the specifications governing this work must be provided prior to the contract starting date and kept in full effect and compliance during the entire contract period. Failure to comply with these provisions will cause termination of the contract. The contractor agrees to be responsible for any loss or damage to property or persons due to the performance of services herein contracted and further agrees to protect and defend the County of Genesee against all claims or demands whatsoever, and to hold the County of Genesee harmless from any loss or damage resulting therefrom.
9. As required by Public Act 57 of 1998, H.B. 5607, MCLA § 125.1591-125.1596 a contract for improvements between a contractor and a governmental entity exceeding \$75,000 must contain the following provisions: A contractor must promptly notify the government entity if it finds (1) that a subsurface or latent physical condition at the site differs materially from those indicated in the contract, and/or (2) that an unknown physical condition at the site is of an unusual nature differing materially from that ordinarily encountered and generally recognized as occurring in the work of the character envisioned in the improvement contract. If a governmental entity receives such a notice, it must promptly investigate the physical condition, and if it determines that the physical condition is materially different and would cause an increase or decrease in cost or additional time to perform the contract, it must put its determination in writing and an equitable adjustment to the contract price and time must be made. The contractor cannot make a claim for additional costs or time due to a physical condition unless it has provided the required notice.
10. **Local Preference for Genesee County and Veteran Owned Businesses:** Unless the funding source for the contract prohibits such preferences, within 5 business days of bid opening, if the lowest responsive responsible bidder is not a Genesee County Business or a Veteran-Owned Business, a Genesee County Business or Veteran-Owned Business who has submitted a responsive bid that is no more than 5% higher than the lowest responsive bid may submit an amended bid to the Purchasing Manager. In the event that there are multiple Preferred Businesses that would qualify for an opportunity to submit an amended bid, only the Preferred Business submitting the lowest qualifying bid may submit an amended bid. A Preferred Business who is the lowest responsive responsible bidder may not amend their bid pursuant to this section. Amended bids submitted by Preferred Businesses in this manner shall be considered along with other responsive bids submitted by responsible bidders.
11. Use the following format for your bid:
  - Completed:
    - 00 42 01 - PROPOSAL FORM
    - 00 42 02 - FAMILIAL RELATIONSHIP SWORN STATEMENT

- 01 10 07 Signed Signature Page
- 01 10 08 References
- 00 81 00 Genesee County Insurance Checklist
- Statement of Exceptions
- Bid Bond

## SECTION 2. STANDARD TERMS AND CONDITIONS

1. See Genesee County website, Purchasing Department for Standard Terms and Conditions

## SECTION 3. ADDITIONAL TERMS AND CONDITIONS

1. **Purpose:** Through this IFB, Genesee County (“the County”) is soliciting proposals from qualified firms to renovate approximately 40,000 square feet of existing office space.
2. **Issuing Office:** This IFB is issued by the Genesee County Purchasing Department on behalf of the GENESEE COUNTY FRIEND OF THE COURT. The contact person is Ms. Cindy Carnes, Purchasing Manager, Genesee County, 1101 Beach Street, Room 361, Flint, Michigan 48502, phone: (810) 257-3030, fax: (810) 257-3560 and [ccarnres@co.genesee.mi.us](mailto:ccarnres@co.genesee.mi.us). Email is the preferred method of contact.
3. **Questions & Inquiries:** In preparing bids, prospective bidders are advised to rely only upon the contents of this IFB and written clarifications (addenda) issued by Genesee County. All questions regarding this IFB shall be submitted in writing by mail or email, and received no later than **Thursday, June 28, 2018, 2:00 p.m.**, to the Genesee County Purchasing Department as listed above. E-mail is the preferred method of contact for all inquiries concerning this IFB. No verbal interpretation to any respondent as to the meaning of any requirement stated in this IFB shall be binding on Genesee County. All responses to questions regarding this IFB shall be issued in writing, as an addendum, by Genesee County. Telephone questions will not be answered.
4. **Addenda:** Genesee County reserves the right to amend and provide clarification of this IFB prior to the date for bid submission. In such an event, an addendum will be posted on the Purchasing Department website (<http://www.gc4me.com/departments/purchasing>). Further, all bidders shall acknowledge having seen any and all addenda issued (1, 2, 3, etc.) on the Signature Page.
5. **Preparation of Bids & Cost:** Bids should be prepared simply and economically, providing a straightforward, concise description of the Bidder’s ability to meet the requirements of this IFB. All costs incurred in the preparation of a bid response to this IFB or any costs prior to approval of a contract by Genesee County and formal notification to the selected Bidder will be the responsibility of the Bidder, and will not be reimbursed by Genesee County.
6. **Bid Modifications:** Clarifications, modifications, or amendments to any bid that has been submitted, but prior to the bid opening date, may be made in accordance with the Genesee County Purchasing Regulations.

7. **Withdrawal of Bid:** Bids may only be withdrawn by a Bidder with written notice prior to the date and time set for the opening of bids.
8. **Responsive Bids:** To ensure proper consideration, all bidders are encouraged to submit a complete response to this IFB using the format provided in Section 1.11. In addition, at least one of the bids submitted shall include an **original signature** of the official authorized to bind the Bidder to its provisions.
9. **Statement of Exceptions:** The Bidder shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions, and specifications set forth in this IFB. Failure to furnish this statement shall mean that the Bidder agrees to meet all requirements set forth in this solicitation.
10. **Acceptable Deviations:** The decision of Genesee County shall be final as to what constitutes acceptable deviations from all terms, conditions, specifications or requirements associated with this solicitation.
11. **Validity Period:** Any bid submitted as a result of this Request for Bids shall be binding on the Bidder for 120 calendar days following the due date.
12. **Right To Reject Bids:** Genesee County reserves the right to reject any and all bids received in response to this IFB.
13. **Clarification of Bids:** Discussions may be conducted with responsible bidders who submit bids determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Prospective bidders may be required to make a presentation of their bid; this opportunity would provide the Bidder the ability to clarify its bid to ensure mutual understanding of the construction and product to be provided. Clarification of bids is solely at the discretion of Genesee County and the County will schedule presentations/interviews if necessary within the discretion and written approval of the Purchasing Director.  
  
During the aforementioned procedures, neither the names of any of the offerors nor the contents of any bid will be disclosed until the completion of negotiations and revisions of bids.
14. **Disclosure:** All information in an offeror's bid is subject to disclosure under the provisions of Public Act N. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments thereto. In the event that a bidder wishes to designate any portion of their submission as "confidential" or "proprietary," the Bidder must contact the Purchasing Manager prior to submission of the proposal. All requests regarding disclosure and requests for confidentiality of a bid response to this IFB shall be submitted in writing and received no later than Thursday, June 28, 2018, 2:00 p.m., to the Genesee County Purchasing Department as listed above.
15. **Acceptance of Bid & Contract:** The contents of this solicitation, the bid of the successful offeror, and the successful offeror's Best and Final Offer (if applicable) may become contractual obligations if a contract is issued. Failure of the successful offeror to accept these obligations will result in cancellation or termination of the contract.

## SECTION 4. BIDDERS QUALIFICATIONS

No Bid will be considered from any Bidder unless known to be skilled and regularly engaged in work of a character similar to that covered by the Contract Documents. In order to aid the OWNER in determining the responsibility of any Bidder, the Bidder, within 48 hours after being requested in writing by the OWNER to do so, shall furnish evidence, satisfactory to the OWNER, of the Bidder's experience and familiarity with Work of the character specified, and his financial ability to properly prosecute the proposed Work to completion within the specified time. The evidence requested may include, but shall not be limited to, the following:

1. The address and description of the Bidder's plant or permanent place of business.
2. The Bidder's performance records for all Work awarded to, or started by him within the past three years.
3. An itemized list of the Bidder's equipment available for use on the proposed Contract.
4. The Bidder's financial statement, including statement of ownership of equipment necessary to be used in executing Work under Contract.
5. Evidence that the Bidder is licensed to do business in the state in which the project is located, in case of a corporation organized under the laws of any other state; and,
6. Such additional information as will satisfy the OWNER that the Bidder is adequately prepared to fulfill the Contract.

## SECTION 5. PURPOSE

Renovation of approximately 40,000 square feet of existing office space. Including but not limited to: Selective demolition, masonry, carpentry, windows, interior doors, gypsum board work, painting and finishing, flooring, acoustical ceilings, window coverings, signage, elevator, stair construction, new lighting, power upgrades, security upgrades, HVAC alterations, and plumbing work.

## SECTION 6. SUPPLEMENTAL CONDITIONS

### SURETY BONDS

**Bid Bond:** Bids shall be accompanied by a security deposit as follows:

- A. Bid Bond or a Cashier's Check (endorse the certified check in the name of the Owner) of a sum no less than 5 percent of the Bid Amount.
- B. The security deposit will be returned after delivery to the Owner of the required Performance and Payment Bond(s) by the accepted bidder.
- C. If no contract is awarded, all security deposits will be returned.

**Performance Bond:** The successful Bidder must provide a performance bond insuring the Contractor's performance of this Agreement.

**Payment Bond:** The successful Bidder must provide a payment bond insuring that the Contractor's subcontractors will be paid according to their subcontracts.

**Maintenance Bond:** The successful proposer must provide a 24 month maintenance bond insuring the Contractor's performance of awarded structures/projects. The maintenance bond commences with final acceptance of project completion.

**General Conditions:** The Bonds must be issued by a surety authorized to issue bonds in the State of Michigan and must have a penal amount at least equal to 100% of the total amount due

to the Contractor under this Agreement. In addition, the surety bonds must be submitted to the County as a condition of contract execution. The County reserves the right to reject any surety proposed by the successful Bidder if the County, in its sole discretion, determines that the surety proposed by the successful Bidder is unable to provide adequate protection for the County.

**Contractor Sign-In / Sign-Out.** Each contract that requires work on County property with a contract value in excess of \$30,000.00 shall include a requirement that the contractor maintain a worksite sign-in sheet recording the arrival to and departure County property of each of Contractor's employees. The contract shall require that the sign-in sheet shall be available for review immediately upon the request of the Contract Administrator of the contract. The Contract Administrator for each contract shall be responsible for ensuring that the contractor is keeping and maintaining the required sign-in document.

## PREVAILING WAGE REQUIREMENT

**Prevailing Wage Requirement:** To the extent permitted by law. The successful proposer and all subcontractors shall adhere to Genesee County's Prevailing Wage Policy (required on all jobs over \$2500.00). Genesee County requires the rates of wages and fringe benefits to be paid to each class of construction mechanics by the contractor and all of his/her subcontractors, on this project, shall not be less than the wage and fringe benefits currently prevailing in the County of Genesee. Further, the County requires the contractor and all subcontractors to pay their construction mechanics per the prevailing wage schedule as determined by the State of Michigan Department of Labor and Economic Growth (DLEG). Prevailing Wage information is available at [http://www.michigan.gov/documents/lara/Genesee\\_519899\\_7.pdf](http://www.michigan.gov/documents/lara/Genesee_519899_7.pdf)

The contractor shall be required to submit certified payroll reports to the County. The reports shall detail the rates of wages and fringe benefits paid to each class of construction mechanics by the contractor and all of his/her subcontractors. Further, the Certified Payroll Reports must be submitted by the contractor with all invoices for payment.

Proposers shall submit a list of all construction mechanics called for in this project and possible contract. The information shall include the corresponding prevailing wages and fringe benefits to be paid for each class of relevant construction mechanics.

## SUB-CONTRACTORS

All sub-contractors must be identified and are subject to approval by the County. Subcontractors: Include the names of all Subcontractors and the portions of the Work they will perform.

## SECURITY:

The Contractor will be required:

- to have criminal records check for each individual who will be on site during the project. This would be done by the Genesee County Sheriff. The court has LEIN terminal access in the courthouse.
- All owners, supervisors and employees who are on site should display a photo ID issued from their company/employer at all times.
- Use a security access card to access reserved parking lot and facility entrance. Access cards will be issued during the project to permit facility entrance and building navigation.

The access cards will be restricted to those areas necessary for the project, to the extent possible.

- To obtain keys, if necessary, will be limited to the least number of contractors, supervisors or other lead personnel on site with a “sign upon receipt and return” basis.
- to access the building based upon an agreed upon construction schedule.
- To provide for the appropriate supervision level at all times. This may be delegated to a supervisor or lead person on site. Genesee County Building and Grounds will be the contact for county issues. Building and Grounds will have the 1st shift weekend building and grounds staff cell phone number made available as a contact. The Building and Grounds director will also provide his cell phone for questions.

**SECTION 00 42 01**

**PROPOSAL FORM**

**PROJECT: Renovations for the Friend of the Court – Genesee County McCree Building NO. 17-521**

Name of Proposer \_\_\_\_\_

Address: \_\_\_\_\_

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

To: Genesee County

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

1. To furnish all labor, services, materials, equipment and coordination of trades required to perform all work in strict conformance with the Contract Documents, including all commissions, overhead, taxes, fees and profit.
2. To complete the work by time stipulated on the Proposal form and under the conditions as outlined in the Contract Documents.
3. To accept the provisions of the Instructions to Proposers regarding disposition of proposal Security.
4. To hold my proposal open for a maximum period of one hundred-twenty (120) days.

**Base Bid:** Renovation of approximately 40,000 square feet of existing office space. Including but not limited to: Selective demolition, masonry, carpentry, windows, interior doors, gypsum board work, painting and finishing, flooring, acoustical ceilings, window coverings, signage, elevator, stair construction, new lighting, power upgrades, security upgrades, HVAC alterations, and plumbing work.

*Amount in words:*

\_\_\_\_\_

\$ \_\_\_\_\_, \_\_\_\_\_ *Total Amount*

**Unit Prices:**

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

<u>Description</u>	<u>Material Cost</u>	<u>Labor Cost</u>	<u>Total Cost</u>
Exit lights (each)	\$ _____	\$ _____	\$ _____ each
Emergency lights (each)	\$ _____	\$ _____	\$ _____ each
Electrical Outlets	\$ _____	\$ _____	\$ _____ each



**Addenda:**

The undersigned, hereby acknowledges receipt of the following addenda:

Addendum No.	Date
_____	_____
_____	_____
_____	_____

**Subcontractors:**

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

Demolition	_____
Masonry	_____
Carpentry	_____
Doors	_____
Windows	_____
Drywall and Ceilings	_____
Floor Finishes	_____
Painting	_____
Elevator	_____
Mechanical	_____
Plumbing	_____
Electrical	_____

**Site Superintendent:**

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

Name: \_\_\_\_\_

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

FINAL EXECUTION

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**Time for Completion:**

I, the undersigned, hereby agree to complete all the work and improvements as specified in the contract documents within \_\_\_\_\_ calendar days from the date the contract is awarded.

**Acceptance:**

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

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

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

Respectfully submitted,

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

**END OF SECTION**

**SECTION 00 42 02**

**FAMILIAL RELATIONSHIP SWORN STATEMENT**

\_\_\_\_\_ does hereby disclose that:

(Company Name)

\_\_\_\_\_ YES, There exists a familial relationship between the Genesee County representatives, members of their Board(s), Directors or Supervisor(s), officer(s) or employee(s) and the Owner(s), officer(s) or employee(s) of:

\_\_\_\_\_  
(Company Name)

**Disclosure Between**

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

\_\_\_\_\_ NO, A familial relationship does not exist between the Genesee County representatives, members of their Board(s), Directors or Supervisor(s), officer(s) or employee(s) and the Owner(s), officer(s) or employee(s) of:

\_\_\_\_\_  
(Company Name)

Name (printed) \_\_\_\_\_ Position \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Notary Public (printed) \_\_\_\_\_

Signature \_\_\_\_\_ County \_\_\_\_\_

Date \_\_\_\_\_ My Commission Expires \_\_\_\_\_

Affix Notary Seal here:

# DRAFT AIA® Document A312™ - 2010

## Performance Bond

**CONTRACTOR:**

(Name, legal status and address)

« »  
« »

**SURETY:**

(Name, legal status and principal place of business)

« »  
« »

**OWNER:**

(Name, legal status and address)

« »  
« »

**CONSTRUCTION CONTRACT**

Date: « »

Amount: \$ « »

Description:

(Name and location)

«Eagle's Nest Academy»

« »

**BOND**

Date:

(Not earlier than Construction Contract Date)

« »

Amount: \$ « »

Modifications to this Bond:  « » None  « » See Section 16

**CONTRACTOR AS PRINCIPAL**

Company: (Corporate Seal)

**SURETY**

Company: (Corporate Seal)

Signature:

Name and « »

Title:

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

Signature:

Name and « »

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

**AGENT or BROKER:**

« »  
« »  
« »

**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)

« »  
« »  
« »  
« »  
« »  
« »

**ADDITIONS AND DELETIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### § 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

<< >>

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

**CONTRACTOR AS PRINCIPAL**

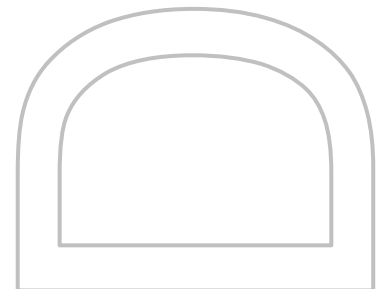
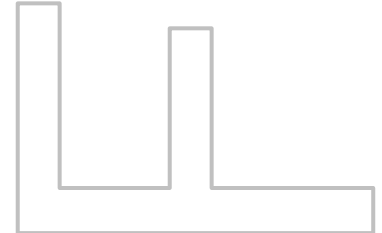
Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title: << >><< >>  
Address: << >>

**SURETY**

Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title: << >><< >>  
Address: << >>



# DRAFT AIA® Document A312™ - 2010

## Payment Bond

**CONTRACTOR:**

(Name, legal status and address)

« »  
« »

**SURETY:**

(Name, legal status and principal place of business)

« »  
« »

**OWNER:**

(Name, legal status and address)

« »  
« »

**CONSTRUCTION CONTRACT**

Date: « »

Amount: \$ « »

Description:

(Name and location)

«Eagle's Nest Academy»

« »

**BOND**

Date:

(Not earlier than Construction Contract Date)

« »

Amount: \$ « »

Modifications to this Bond:  None  See Section 18

**CONTRACTOR AS PRINCIPAL**

Company: (Corporate Seal)

**SURETY**

Company: (Corporate Seal)

Signature:

Name and « »

Title:

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

Signature:

Name and « »

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

**AGENT or BROKER:**

« »  
« »  
« »

**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)

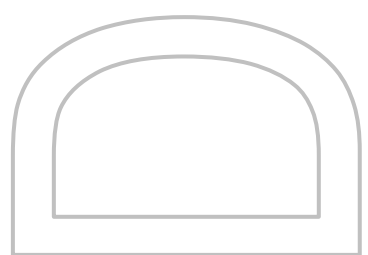
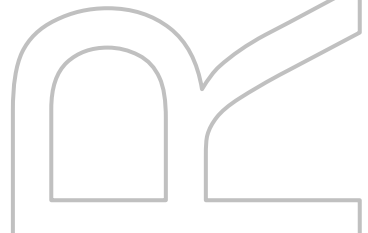
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**ADDITIONS AND DELETIONS:**

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **§ 16 Definitions**

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

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

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

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

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

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

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

**§ 18** Modifications to this bond are as follows:

<< >>

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

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title: << >>< >  
Address: << >>

**SURETY**

Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title: << >>< >  
Address: << >>

## SECTION 00 80 00

### SUPPLEMENTARY GENERAL CONDITIONS

#### PART 1 GENERAL

##### 1.01 Agreement Forms:

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

##### 1.02 Related Documents:

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

#### PART 2 CHANGES AND ALTERATIONS:

##### 2.01 ARTICLE 1 - GENERAL PROVISIONS:

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

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

## **2.02 ARTICLE 3 - CONTRACTOR:**

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

4. 3.4.7 It is hereby understood and agreed that no products or materials containing asbestos including chrysotile, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos, or any combination of these materials that have been chemically treated and/or altered, shall be installed or introduced into the building by the Contractor, his employees, agents, subcontractors, or other individuals or entities over whom the Contractor has control.
    - a. .1 The Contractor will be required to sign and submit the "Contractor Certification of Asbestos-Free Product Installation Form," included at the end of General Requirements, Division 1, that all products and materials installed or introduced into the building will be asbestos-free.
    - b. .2 The Contractor will also be required to furnish statements from the manufacturer verifying their products to be asbestos-free.
  5. 3.4.8 The Contractor shall comply with Section 4, Act 251, Public Acts of 1955, State of Michigan, and agree that he and his Subcontractors will not discriminate against an employee or applicant for employment to be employed in the performance of the Work, with respect to his hire, tenure, terms, conditions or privileges of employment, because of his race, sex, religion, age, national origin, color, marital status, handicap or political beliefs.
- B. 3.5 WARRANTY; add the following subparagraph:
1. 3.5.2 Each Contractor shall submit to the Design Professional, a written guarantee which shall be in accordance with Article 3, subparagraph 3.5.1 and Article 13, subparagraph 13.7.1.3 of the General Conditions, and all such additional guarantees, in writing, as are required by the specifications. All guarantees for material and workmanship shall be for a minimum one (1) year period, starting at the date of substantial completion, or for a longer period of time as specified in individual sections of specifications.
- C. Replace Section 3.18 - Indemnification with the following:
1. "To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by Project Management Protective Liability insurance purchased by the Contractor in accordance with paragraph 11.3, the Contractor shall indemnify, defend, and hold harmless, the Owner, Architect, Architect's consultants, agents and employees of any of them from and against claims, damages, penalties, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from performance of the Work or entry onto the Property, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge or reduce other rights or obligations or indemnity which would otherwise exist as to a party or person described in the Paragraph 3.18."

## **2.03 ARTICLE 7 - CHANGES IN THE WORK:**

- A. 7.3 CONSTRUCTION CHANGE DIRECTIVES; make the following clarification to subparagraph 7.3.6:
1. In the first sentence of subparagraph 7.3.6, delete the words "a reasonable allowance for overhead and profit" and substitute "an allowance for overhead and profit in accordance with the schedule set forth in subparagraph 7.3.6.6 below."
- B. 7.3 CONSTRUCTION CHANGE DIRECTIVES; add the following subparagraph:
1. 7.3.7.6 In subparagraph 7.3.7, the allowance for overhead and profit combined, included in the total cost to the Owner, shall be based on the following schedule:

- a. For the Contractor for any work performed by the Contractor's own forces, use 15% (percent) of the cost.
- b. For the Contractor, for any work performed by the Contractor's Subcontractors, use 10% (percent) of the amount due the Subcontractor.
- c. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials, and Subcontracts. Labor and materials shall be itemized in the format described in 'H2A Bulletin Pricing Format'. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change be approved without such itemization.

**2.04 ARTICLE 8 - TIME:**

- A. 8.1 DEFINITIONS; add the following subparagraphs:
  1. 8.1.5 As between the Owner and the Contractor: as to all acts or failures to act occurring prior to the relevant Date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of substantial completion; as to all acts or failures to act occurring subsequent to the relevant Date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment.
  2. 8.1.6 It shall be understood and agreed that the time stated in the Proposal Form for the completion of the work under the Contract is reasonable, taking into consideration the average climatic conditions of the project site, conditions of the construction industry, and the labor availability in the locality.

**2.05 ARTICLE 9 - PAYMENTS AND COMPLETION:**

- A. 9.3 APPLICATIONS FOR PAYMENT; add the following subparagraphs:
  1. 9.3.4 The Contractor will be paid monthly progress payments up to ninety percent (90%) of the value of the Work completed less retainage of ten percent (10%) upon issuance of monthly certificates of payment by the Design Professional.
  2. 9.3.5 Applications submitted to the Design Professional and shall be reviewed within 21 days. Submit one original and two copies of application, AIA forms G702.
  3. 9.3.6 Applications for payment will be promptly forwarded to the Owner after review by the Design Professional and shall be paid by the Owner 30 days after the Owner receives the application from the Design Professional.
  4. 9.3.7 Application may be made for amount of material and equipment delivered and stored at site or in approved off-site storage, less ten percent (10%) retainage. Submit proof of insurance coverage for items stored off site.
  5. 9.3.8 Amounts of changes in work, not in dispute, pending final determination of cost may be applied for, less ten percent (10%) retainage, as provided for in subparagraph 9.3.1.1 of the General Conditions.
  6. 9.3.9 Final payment to the Contractor will be made thirty (30) days after the Work is finally complete, all items on the Design Professional's "Punch List" have been resolved satisfactorily and the Work is accepted by the Design Professional and the Owner.
  7. 9.3.10 The Contractor shall also furnish with his application his Sworn Statement that all bills up to the amount requested have been paid. Every application shall be complete with Waivers of Lien (If required) from suppliers and subcontractors.
- B. 9.8 SUBSTANTIAL COMPLETION; In subparagraph 9.8.5, delete the second (2nd) sentence beginning with, "Upon such acceptance and consent of surety ", in its entirety and add the following subparagraph:

1. 9.8.6 Upon issuance of the Certificate of Substantial Completion, the ten percent (10%) retainage shall not be reduced nor released until all items contained in the Design Professional's "Punch List" have been satisfactorily resolved.

**2.06 ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY:**

- A. 10.2 SAFETY OF PERSONS AND PROPERTY; add the following to subparagraphs 10.2.2:
  1. The Contractor shall comply with the General Safety Rules and Regulations for the Construction Industry as covered in the Construction Safety Act 89 of Public Acts of 1963, State of Michigan and all other applicable current State and Federal Safety Regulations now in force, or enforce at the time of performance of the work.
- B. Change paragraph 10.3.6 to read:

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

**2.07 ARTICLE 11 - INSURANCE AND BOND:**

- A. 11.1 CONTRACTOR'S LIABILITY INSURANCE; add the following to the end of paragraph: Insurance: **Refer to section 008100 for insurance coverage required.** In the event that liability insurance coverage is written on an occurrence basis, such coverage shall be continued at the Contractor's expense, with the additional insured endorsement also continuing, for a period of three (3) years after the date of final payment.
- C. Remove 11.2 BUILDER'S RISK LIABILITY INSURANCE
- D. Remove 11.3 PROPERTY INSURANCE;

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

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

**2.09 ARTICLE 16 - EQUAL OPPORTUNITY:**

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



consideration for employment without regard to race, religion, color, sex, national origin, age, marital status, handicap or political beliefs.

**END OF SECTION**



**SECTION 01 10 00  
GENERAL REQUIREMENTS**

**PART 1 GENERAL**

**1.01 PROJECT**

- A. Project Name: Renovations for the Friend of the Court – Genesee County – McCree Building
- B. Owner's Name: Genesee County
- C. Design Professional's Name: H2A Architects, Inc.
- D. Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- E. Substantial Completion for Work of this Contract shall be achieved in accordance with 1.09 of this Section.

**1.02 WORK BY OTHERS**

- A. New generator project will be ongoing concurrently with this project.
- B. Work by County employees.

**1.03 CONTRACTORS USE OF PREMISES**

- A. Limit use of premises for work and storage to allow:
  - 1. Owner and public occupancy.
  - 2. Work by Others, including Owner.
- B. The Owner and public will occupy the building during the entire period of construction. It is essential that building and services be maintained throughout the construction period, with minimum disturbance and disruption to the Owner's operations, clients and staff.
  - 1. **Contractor shall closely coordinate with the Owner's representative to schedule construction operations that may be disruptive to other building occupants.**
- C. Welfare of the building occupants is to be considered at all times, including safety, disturbance and environment. Contractor, subcontractors and all workmen shall be aware of these requirements and objectives.
- D. The nature of this project is such that close coordination will be required of the Contractor with the Owner and Others having an interest in the project to assure that the work, access to and from the work, and the general conduct of operations is maintained in a safe and efficient manner.
- E. Contractor shall arrange with Owner to sequence new construction and to make connections to utilities at such times that shall not interrupt utility services or cause unsatisfactory operations at other buildings or site locations adjacent to the Project.
- F. Under Michigan Penal Code, Act 328 of 1931, amended in 1993, all school properties, inside the buildings and outside on the entire site, are designated "DRUG FREE ZONES", this includes the possession and use of tobacco products, BOTH SMOKED AND SMOKELESS. Contractor, subcontractors, and all workmen shall comply with this law while on site. The Owner will contact the local law enforcement agency to issue citations if workers do not comply with the law.
- G. Contractor shall assume full responsibility for protection and safekeeping of all products, materials, equipment, etc., under this Contract.

- H. The Contractor shall be responsible for ensuring all personnel engaged in the project comply with the County's requirements, including but not limited to background checks, wage rates, and equal opportunity employment.

#### **1.04 PARKING**

- A. A limited number of parking spaces may be made available at the site designated by the County's Representative.

#### **1.05 CONTRACTOR'S SUPERINTENDENT**

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

#### **1.06 ACCIDENT PREVENTION AND PROCEDURES**

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

#### **1.07 PROJECT SAFETY**

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

#### **1.08 SAFETY AND PROTECTION**

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

### **1.09 COMPLETION TIME AND LIQUIDATED DAMAGES**

- A. Entire project is anticipated to be complete and ready for Owner's full occupancy on or before February 1, 2019.
- B. Under the Contract a sum of five hundred (\$500.00) dollars will be deducted from the Contract Amount for each and every calendar day that the project is delayed beyond February 1 unless the Contract is extended by Change Order. These amounts represent the liquidated damages that will be suffered by the Owner.

### **1.10 USE OF SYSTEM**

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

### **1.11 COMPLIANCE WITH CODES AND REGULATIONS**

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

### **1.12 CORRELATION AND INTENT OF CONSTRUCTION DOCUMENTS**

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

### **1.13 Alternates:**

- A. This project contains no Alternates.

### **1.14 DEFINITIONS**

- A. This paragraph supplements the definitions contained in the General Conditions.
- B. Other definitions are included in individual specification sections.
- C. Furnish: To supply, deliver, unload, and inspect for damage.
- D. Install: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, start up, and make ready for use.
- E. Product: Material, machinery, components, equipment, fixtures, and systems forming the work result. Not materials or equipment used for preparation, fabrication, conveying, or erection and

not incorporated into the work result. Products may be new, never before used, or re-used materials or equipment.

- F. Project Manual: The book-sized volume that includes the procurement requirements (if any), the contracting requirements, and the specifications.
- G. Provide: To furnish and install.
- H. Supply: Same as Furnish.

#### **1.15 STANDARD SPECIFICATIONS**

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

#### **1.16 REQUESTS FOR INFORMATION (RFI's):**

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

#### **1.17 SCHEDULE OF VALUES**

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

#### **1.18 APPLICATIONS FOR PAYMENTS**

- A. Submit three copies of each application as follows:
  - 1. One on an original AIA Form G702, signed and notarized.

2. Two legible copies of original, signed and notarized.
- B. Submit the following with each application:
  1. Contractor's Sworn Statement.
  2. Contractor's Declaration
  3. Partial Conditional Waiver(s) beginning with the 2<sup>nd</sup> Request for Payment
  4. Contractors Affidavit
  5. Any additional documents required by the Owner or the Owner's funding agency.
- C. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- D. List each authorized Change Order, as an extension on continuation sheet, listing Change Order number and dollar amount as for as original item of Work.

### **1.19 CHANGE PROCEDURES**

- A. Changes in work will be initiated by Bulletin issued by the Architect. Upon approval of the quotation response (including both price and schedule impact) to the Bulletin, a Change Order will be issued to the project.

### **1.20 CONFERENCES**

- A. Design Professional will schedule a preconstruction conference after Notice of Intent/Award for all affected parties.
- B. When deemed necessary by Owner, Design Professional or Contractor, convene a pre-installation conference at project site prior to commencing Work of individual specification Section.

### **1.21 PROGRESS MEETINGS**

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

## **COORDINATION AND QUALITY CONTROLS**

### **2.01 COORDINATION**

- A. The Contractor shall coordinate scheduling, submittals, and Work of the various Sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements.
- B. Review shop drawings, product data, and samples for compliance with Contract Documents and for coordination with related work.
- C. Conduct and participate in meetings among Contractors, Subcontractors, Vendors, Suppliers, and Fabricators and others concerned, to establish and maintain coordination and schedules, and to resolve coordination matters in dispute.
- D. Check field dimensions and clearances and relationship to available space and anchorage.

- E. Verify utility requirement characteristics of operating equipment are compatible with building utilities.
- F. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on Drawings for efficient use of available space, for proper sequence of installation and to resolve conflicts. Follow routing shown for pipes, ducts, and conduit, as closely as practicable.
- G. In finished areas, conceal pipes, ducts, and wiring within the construction.
- H. Coordinate requirements for all blocking, backing and grounds necessary for the proper installation of Work of the various Sections of specifications.
- I. Provide all access panels required by Work of the various Sections of specifications, whether specifically shown on the Drawings or not.

## **2.02 CONTRACTOR'S MEASUREMENTS**

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

## **2.03 LAYING OUT THE WORK**

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

## **2.04 CUTTING AND PATCHING**

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

## **2.05 ALTERATION PROCEDURES**

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



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

#### **2.06 QUALITY ASSURANCE/CONTROL OF INSTALLATION**

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

#### **2.07 MANUFACTURER'S FIELD SERVICES**

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

#### **2.08 CONTINUITY OF SERVICES**

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

#### **2.09 GLASS PROTECTION**

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

#### **2.10 FIRE PREVENTION**

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

authorities having jurisdiction, and in no case shall empty containers, or oily or paint soaked rags be left in the building at the end of a shift.

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

## **SUBMITTALS**

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

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

### **3.02 CERTIFICATE OF COMPLIANCE**

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

### **3.03 CONTRACTOR'S REVIEW**

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

### **3.04 SHOP DRAWINGS**

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

### **3.05 PRODUCT DATA**

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

### **3.06 SAMPLES**

- A. Submit in accordance with paragraph 3.01 Submittal Procedures.
- B. Submit samples to illustrate functional and aesthetic characteristics of the Product.
- C. Submit physical samples of finishes applied to the actual material which will be provided from the full range of manufacturers' standard colors, textures, and patterns for Design Professional selection.

- D. Submit a total quantity of two (2) samples for an individual product.
- E. Contractor shall store one set of samples on site for comparison to field work.
- F. Samples shall become the property of H2A Architects and will not be returned to the Contractor, vendor or supplier.
- G. Photocopies, electronic copies, and/or photographs of the manufacturer's sample materials will not be reviewed nor returned.

### **3.07 MANUFACTURERS' CERTIFICATES**

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

### **3.08 CONSTRUCTION PROGRESS SCHEDULES**

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

## **TESTING**

### **4.01 INSPECTION AND TESTING LABORATORY SERVICES**

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

### **4.02 UTILITIES**

- A. Prior to any work, as part of the pre-construction meeting, the Contractor, the Sub-Contractors and the Owner's Representative shall identify any known locations of utility main services, meters, and key elements within the work area.
- B. Existing utilities, if damaged, shall be repaired at the Contractor's expense.

## **TEMPORARY CONTROLS**

### **5.01 TEMPORARY ELECTRICITY**

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

### **5.02 TELEPHONE SERVICE**

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

### **5.03 TEMPORARY WATER SERVICE**

- A. Connect to existing water source for construction operations. Owner shall pay for water used.

### **5.04 TEMPORARY SANITARY FACILITIES**

- A. The Contractor may coordinate use of existing public facilities with Owner, but must refrain from tracking excessive dirt, and refrain from the use of any inappropriate language.
- B. Maintain in clean and sanitary condition.

### **5.05 BARRIERS AND FENCING**

- A. Provide as required to prevent unauthorized entry to construction areas and as indicated on the drawings.
- B. As a minimum provide plastic "snow fence" type fencing around any construction materials stored outdoors. Outdoor storage is discouraged and must be coordinated with the County's representative. The safety and security of outdoor storage shall be the sole responsibility of the Contractor.

### **5.06 WATER CONTROL**

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

### **5.07 EXTERIOR ENCLOSURES**

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

### **5.08 PROTECTION OF WORK AND EXISTING PROPERTY**

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

## **5.09 JOB CONDITIONS**

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

## **5.10 SECURITY**

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

## **5.11 FIELD OFFICES AND SHEDS**

- A. Coordinate use of existing facilities with Owner for temporary office/meeting area.

## **5.12 CONSTRUCTION CLEANING**

- A. The Contractor shall maintain areas under Contractors' control free of waste materials, debris, and rubbish. Maintain site in clean and orderly conditions.
- B. Control cleaning operations so that dust and other particles will not adhere to wet or newly coated surfaces.
- C. The Contractor shall at all times keep the County's premises and the adjoining premises, driveways and streets clean of rubbish caused by the contractor's operations and at the completion of the work shall remove all the rubbish, tools, equipment, temporary work and surplus materials, from and about the premises, and shall leave the Work clean and ready for use. If the contractor does not attend to such cleaning immediately upon request, the County may cause such cleaning to be done by others and charge the cost of same to the contractor.
- D. The Contractor shall clean up all rubbish from employee's lunches and breaks, including food wrappers, drink containers, bags, cups and other debris, immediately at the end of the lunch period or break. At no time shall such debris be left strewn about the site.
- E. The contractor will be responsible for all damage from fire, which originates in, or is propagate by, accumulations of rubbish or debris resulting from the Work.
- F. All rubbish and debris shall be disposed of off the County's property in an approved landfill site appropriate for the materials being disposed. No open burning of debris or rubbish will be permitted. Job site shall be left neat and clean at the completion of each day's operation.
- G. In addition to all the above requirements, upon completion of the Work or of an individual section of the work, the Contractor shall arrange for the proper and complete performance of the following:
  - 1. Removal of paint, adhesive, primer or bitumen spillage or overspray, smeared caulking or sealing compounds and similar defects, from all finish surfaces including mechanical and electrical devices and equipment.
  - 2. Removal and replacement of caulking or sealant beads not properly adhering to substrate.

3. Removal of temporary coverings in applied floor finish areas and final, thorough broom or vacuum cleaning of all finished floors. If final broom cleaning does not, in the opinion of the County's representative, provide a floor surface which is suitable for moving in the County's equipment, scrub and polish or otherwise refinish areas as directed until acceptable to the County's Representative.
  4. Restoration of previously finished surface damaged due to failure or removal of protection measures.
  5. Clean by washing soiled concrete walks where exposed.
- H. The Contractor's employees shall at no time wear boots or clothes with wet or loose spoils/materials in the building except as required in the case of an emergency, Contractor shall clean all stains resulting from boots or clothing from the interior and exterior of the building.
- I. All employees working at the job site during cleaning or other construction related activities will be required to wear appropriate clothing at all times and no music will be allowed to be played that is in disturbance of others.

## **MATERIAL AND EQUIPMENT**

### **6.01 PRODUCTS**

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

### **6.02 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION**

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

### **6.03 PRODUCT OPTIONS**

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

#### **6.04 SUBSTITUTIONS**

- A. Submit substitutions during the bidding period no less than (10) days prior to the bid date.
- B. After Award of Contract substitutions will only be considered when a Product becomes unavailable through no fault of the Contractor.
- C. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Requests or data that refer to a website for the required information or contain website links only, WILL NOT BE CONSIDERED.
- D. When substitution is not accepted, provide specified product. Limit each request to one proposed substitution.
- E. Should a substitution be approved and then prove to be defective or otherwise unsatisfactory for its intended service, the Contractor shall, replace same with the material originally specified without cost to Owner or obligation on the part of the Design Professional. (i.e., all substitutions must carry a warranty guaranteeing they are equal to specified items.)

#### **6.05 SPARE PARTS AND MAINTENANCE MANUALS**

- A. Provide Products, spare parts, maintenance and extra materials in quantities specified in individual specification Sections.
- B. Deliver to and place in location as directed; obtain receipt prior to final payment as directed by the Owner.

#### **CONTRACT CLOSEOUT**

##### **7.01 CONTRACTOR CLOSEOUT PROCEDURES**

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and Work is complete in accordance with Contract Documents and ready for the Design Professional's final inspection.
- B. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and amount remaining due.
- C. Submit with final Application for Payment a minimum of two copies of each of the following:
  - 1. Certificate of Inspection from Governing Authorities.
  - 2. Consent of Surety to Final Payment.
  - 3. Warranties and Guarantees.
  - 4. Operation and Maintenance Data.
    - a. Directory, listing names, addresses, and telephone numbers of Contractor, Subcontractors, and major equipment suppliers.
  - 5. Affidavits that the following Interior Finish Materials meet specified fire rating classification:
  - 6. Contractor Certification of Asbestos-Free Product Installation Form.
  - 7. Contractor Notification Form.
  - 8. Any other documents required by the Authority Having Jurisdiction, the Owner, or the Owners funding source.
- D. Advise Owner of pending insurance change over requirements.
- E. The Contractor shall create a "Completion List" for the Project itemized in the order of the room names and numbers assigned in the "Room Finish Schedule". This list should include all deficiencies and omissions for each room with a brief description of each item, sequentially numbered. This list shall be distributed to all contractors for their review and resolution and a copy is to be submitted to H2A Architects, Inc. when all items have been resolved satisfactorily and the Contractor is ready for the Design Professional's inspection of the work.
- F. When the Design Professional completes the "Punch List Review", a Certificate of Substantial Completion - AIA G704 will be published which will include a copy of the "Punch List Review".



The Contractor and/or Subcontractor will be allowed a maximum of ninety (90) calendar days from the Date of Substantial Completion to satisfactorily resolve all items contained in the "Punch List Review" or negotiate with the Design Professional to arrive at a mutually accepted reduced quantity of items. On the ninety-first (91st) day following the Date of Substantial Completion, the sum of one hundred (\$100.00) dollars will be deducted from the Contract Sum for each calendar day that the Punch List remains unresolved unless the Contract is extended by Change Order. This amount represents liquidated damages that will be suffered by the Owner.

- G. Design Professional will make up to two (2) inspections of final Work. Thereafter, additional re-inspections will be at Contractor's and/or Subcontractor's expense. Design Professional will record time, including travel time and mileage, required in making re-inspections and notify Contractor of charges. Owner will deduct any such expenses of Design Professional from Contractor's and/or Subcontractor's final pay request.

## **7.02 OPERATION AND MAINTENANCE DATA**

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

## **7.03 PROJECT RECORD DOCUMENTS**

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

## **CLEANING AND ADJUSTING**

### **8.01 FINAL CLEANING**

- A. Execute final cleaning prior to final inspection. Provide all necessary general "house cleaning" to provide a ready to move into facility without additional cleaning being required by the Owner.
- B. Clean debris from site, roofs, gutters, downspouts, and drainage systems. Sweep paved areas clean. Rake landscaped areas clean.
- C. Remove waste and surplus materials, rubbish, and construction facilities from the site.

- D. If Contractor fails to clean up at completion of the Work, the Owner may do so and the cost thereof shall be charged to the Contractor.

## **WARRANTIES**

### **9.01 WARRANTIES**

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

**END OF SECTION**

**SECTION 01 10 01**

**SUBSTITUTION FORM**

A. Project: 17-521 Name: Renovations for Friend of the Court – Genesee County  
McCree Building

B. Contractor/Vendor: Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone \_\_\_\_\_ fax: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Email: \_\_\_\_\_

C. Product: Specification Section: \_\_\_\_\_ Specified Product: \_\_\_\_\_

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

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

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

Reason for the substitution:

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

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

**CERTIFICATION:**

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

**ACCEPTANCE:**

For use by Design Professional.

\_\_\_\_\_ Accepted

\_\_\_\_\_ Not Accepted

\_\_\_\_\_ Accepted as Noted

\_\_\_\_\_ Received Too Late

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

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

**END OF SECTION**

**SECTION 01 10 02**

**CONTRACTOR CERTIFICATION OF ASBESTOS-FREE PRODUCT INSTALLATION FORM**

PROJECT: Renovations for Friend of the Court – Genesee County # 17-521  
BUILDING NAME: McCree Building  
STREET ADDRESS: 630 S. Saginaw Street  
CITY, STATE, ZIP: Flint MI 48502

GENERAL  
CONTRACTOR: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

WORK SCOPE: \_\_\_\_\_

RELATED SPECIFICATION SECTION (S): \_\_\_\_\_

SUMMARY OF PRODUCTS/MATERIALS INSTALLED: \_\_\_\_\_

\_\_\_\_\_, REPRESENTING \_\_\_\_\_  
(PRINT OR TYPE NAME) (COMPANY NAME)

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

\_\_\_\_\_  
SIGNATURE COMPANY

\_\_\_\_\_  
TITLE ADDRESS

\_\_\_\_\_  
DATE CITY, STATE, ZIP

**END OF SECTION**

**SECTION 01 10 03**

**CONTRACTOR NOTIFICATION FORM**

PROJECT: Renovations for Friend of the Court – Genesee County  
BUILDING NAME: McCree Building  
STREET ADDRESS: 630 S. Saginaw Street  
CITY, STATE, ZIP: Flint MI 48502

GENERAL CONTRACTOR: \_\_\_\_\_

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

In Accordance with 40 CFR part 763.84(d) Contractor shall complete and return this form to the Owner's Asbestos Administrator.

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

\_\_\_\_\_, hereby indicate and agree that \_\_\_\_\_  
(Company Name) (Representative/Employee's Name & Title)

a representative of Genesee County, has provided me information regarding the location of the inspection management plan for the building.

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

\_\_\_\_\_  
SIGNATURE COMPANY

\_\_\_\_\_  
TITLE ADDRESS

\_\_\_\_\_  
DATE CITY, STATE, ZIP

**END OF SECTION**

## SECTION 01 10 04

### H2A ARCHITECTS ELECTRONIC FILE TRANSFER POLICY

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

#### TERMS AND CONDITIONS

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

**END OF SECTION**

**SECTION 01 10 05**

**H2A BULLETIN PRICING FORMAT**

**PRICING BREAKDOWNS SHALL ONLY BE SUBMITTED FOLLOWING A PUBLISHED BULLETIN**

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

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

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

**Bulletin #-- Item #--**

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

**Each Bulletin Item shall be summarized individually & separately:**

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

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

**Signed** \_\_\_\_\_ **Date** \_\_\_\_\_

**Printed/Typed Name** \_\_\_\_\_

**Company** \_\_\_\_\_

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

**END OF SECTION**





SECTION 01 10 07  
SIGNATURE PAGE  
**GENESEE COUNTY IFB #18-142**  
**RENOVATIONS FOR THE FRIEND OF THE COURT GENESEE COUNTY**  
**McCREE BUILDING**

The undersigned represents that he or she:

1. is duly authorized to make binding offers on behalf of the company,
2. has read and understands all information, terms, and conditions in the IFB,
3. has not engaged in any collusive actions with any other potential proposers for this IFB,
4. hereby offers to enter into a binding contract with Genesee County for the products and services herein offered, if selected by Genesee County within 120 days from proposal due date,
5. certify that it, its principals, and its key employees are not "Iran linked businesses," as that term is described in the Iran Economic Sanctions Act, P.A. 2012, No. 517, codified as MCL 129.311, et seq.
6. acknowledges the following addenda \_\_\_\_\_ issued as part of the *IFB*:

**Conflict of Interest:**

Complete SECTION 00 42 02 FAMILIAL RELATIONSHIP SWORN STATEMENT

\_\_\_\_ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any familial relationship, other County contracts, or property interest for this proposal.

OR

\_\_\_\_ The undersigned firm by attachment to this form, submits information which may be a potential conflict of interest due to familial relationship, other County contracts, or property interest for this Proposal.

**Exceptions** to Solicitation and/or Standard Contract: NO \_\_\_\_\_ YES \_\_\_\_\_ (include attached statement)

Name (typed): \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Company: \_\_\_\_\_

Federal Employee Identification Number (FEIN): \_\_\_\_\_

DUNS Number: \_\_\_\_\_

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

**Contact Person of company representative for matters regarding this IFB**

\_\_\_\_\_  
CONTACT NAME POSITION

\_\_\_\_\_  
E-MAIL

\_\_\_\_\_  
MAILING ADDRESS CITY STATE ZIP CODE

\_\_\_\_\_  
PHONE FAX

SECTION 01 10 08

REFERENCES

List 3 references of similar projects

Submitted by: \_\_\_\_\_

---

**1. Company** Phone Number

---

Contact Name and Position E-mail Address

---

Project Address

---

Type of Work/ Project \$  
Dollar Amount of the Project

---

Project Description

---

**2. Company** Phone Number

---

Contact Name and Position E-mail Address

---

Project Address

---

Type of Work/ Project \$  
Dollar Amount of the Project

---

Project Description

---

**3. Company** Phone Number

---

Contact Name and Position E-mail Address

---

Project Address

---

Type of Work/ Project \$  
Dollar Amount of the Project

---

Project Description

**SECTION 01 33 02**

**SUBMITTAL - CERTIFICATE OF COMPLIANCE**

A. Project: Name: Renovations for Friend of the Court-Genesee  
County

Address: McCree Building  
630 S. Saginaw Street  
Flint, MI 48502

B. Contractor/Vendor: Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email: \_\_\_\_\_

C. Specification Section: \_\_\_\_\_

**CERTIFICATION:**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

END OF SECTION