

PROPOSED BUILDING RENOVATION for:

SPRINGVILLE TOWNSHIP
COMMUNITY CENTER & LIBRARY

105 E. MESICK AVE.
MESICK, MICHIGAN 49668



The DK Design Group 1104 S. Mitchell Street Cadillac, Michigan 49601

PROJECT MANUAL

PROPOSED BUILDING RENOVATIONS FOR:

SPRINGVILLE TOWNSHIP **COMMUNITY CENTER & LIBRARY**

**105 E. MESICK AVE.
MESICK, MICHIGAN 49668**

Project No. 17168

OWNER
SPRINGVILLE TOWNSHIP
4785 N M-37
PO Box 323
MESICK, MI 49668

ARCHITECT
THE DK DESIGN GROUP
1104 S. MITCHELL STREET
CADILLAC, MI 49601
(231) 779-4002
FAX (231) 779-4022

January 21, 2019

INDEX TO SPECIFICATIONS

INVITATION TO BID

INSTRUCTIONS TO BIDDERS

(AIA DOCUMENT A701 "INSTRUCTIONS TO BIDDERS", 1997 EDITION, IS HEREBY INCORPORATED IN THESE DOCUMENTS)

BID PROPOSAL FORM

GENERAL CONDITIONS NOTICE

(AIA DOCUMENT A201 "GENERAL CONDITIONS OF THE CONTRACT", 1997 EDITION, IS HEREBY INCORPORATED IN THESE DOCUMENTS)

SUPPLEMENTARY GENERAL CONDITIONS

DIVISION 01000 GENERAL REQUIREMENTS

01100	Alternates
01300	General Scope of Project
01301	Applications for Payment
01302	Final Completion and Final Payment
01303	Reports
01304	Shop Drawings
01401	Inspections
01402	Quality Control
01403	Cleaning
01501	Shoring
01504	Sanitary Facilities
01505	Water for Building Work
01506	Electrical Energy
01701	Asbestos Containing Materials
01900	Asbestos Abatement

INVITATION TO BID

1. **PROJECT**

PROPOSED BUILDING RENOVATIONS
SPRINGVILLE TOWNSHIP COMMUNITY CENTER & LIBRARY
105 E. MESICK AVE.
MESICK, MI 49668

2. **OWNER**

SPRINGVILLE TOWNSHIP
4785 N. M-37
PO BOX 323
MESICK, MI 496768

3. **ARCHITECT**

THE DK DESIGN GROUP
1104 S. MITCHELL STREET
CADILLAC, MICHIGAN 49601

4. **PROJECT DESCRIPTION**

The project consists of interior and exterior demolition of the existing building, construction of new wall walls and finishes, plumbing, mechanical and electrical for the building. The Contractor shall coordinate work with the Owner.

5. **TYPE OF PROPOSAL**

A single lump sum proposal is being entertained for combined general construction and mechanical / electrical trades work (all trades).

6. **SUBMISSION AND RECEIPT OF BID**

In order for a bid to receive consideration, it must be received prior to the deadline listed. No bids will be accepted after the time specified as the deadline for bids. Springville Township reserves the right to postpone the bid opening for its own convenience. The Owner will receive proposals for the work herein set forth until 2:00 pm, local time, Wednesday, February 13, 2019. Sealed Bids shall be clearly marked "**Proposed Building Renovations, Springville Township**" and shall be sealed

INVITATION TO BID

when submitted. Bids shall be mailed or delivered to Springville Township, 105 E. Mesick Ave., Mesick, MI 49668. Bids considered received when ***in the possession of the Township Office.*** It is the proposer's responsibility to ensure that the bids are received in the proper location.

A Pre-Bid meeting will be held Wednesday, January 23, 2019, 2:00 pm at the Proposed Site on 105 E. Mesick Ave. Bidders are encouraged to attend.

Bids shall be submitted on forms furnished by the Architect as part of the Bidding Documents and shall be executed completely in strict accordance with the Bidding Documents. Bid opening shall be public.

7. **BIDDING DOCUMENTS**

Construction Documents will be available and issued by the Owner. Copies of all official bidding documents will be available for reference at:

1. Springville Township Offices/ Mesick.
2. The DK Design Group/ Cadillac.

Springville Township and the DK Design Group cannot guarantee the accuracy and is not responsible for any errors contained in any information received from alternate sources.

8. **INTERPRETATION OF BID AND/ OR CONTRACT DOCUMENTS**

Any interpretation to a proposer regarding the bid or any part thereof is valid only if given by the Architect. Interpretations may or may not be given orally (may be written) depending on the nature of the inquiry. Interpretations that could affect other proposers will be in writing and issued by the Architect. All inquires shall be made within reasonable time prior to the stated deadline in order that a written response in the form of an addendum, if required can be processed before bids are opened. Inquires received that are not made in a timely fashion may or may not be considered. Any inquires related to bid or product specifications should be sent to the by phone at (231) 779-4002 or email at dennis@dkdesign.cc.

INVITATION TO BID

9. **CHANGES AND ADDENDA TO BID DOCUMENTS**

Each change or addendum issued in relation to this bid will be issued by email or fax and will also be on file at the Architect's Office. It shall be the proposer's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the contract and all proposers shall be bound by such changes or addenda.

10. **ALTERNATES**

Proposers are cautioned that any alternate bid, unless requested by the Architect/Owner, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of this bid, may be considered non-responsive, and at the opinion of the Architect/Owner, may result in rejection of the bid.

11. **AWARD**

The contract will be awarded to that responsible, responsive firm whose bid, confirming to this solicitation, will be most advantageous to the Owner, price and other factors considered. **Springville Township reserves the right to accept or reject any or all bids, in part or whole and to waive informalities and minor irregularities in bids received.** Unless otherwise specified in the document the Owner reserves the right to accept any item in the bid on an individual basis. Proposers may submit bids on any item or group of items provided unit prices are clearly shown and a notation is made on the document clearly indicating Proposer's intent.

12. **WITHDRAWAL**

Bids may only be withdrawn by written notice prior to the date and time set for the opening of bids. No bid may be withdrawn after the deadline for submission.

13. **TO COMPLY**

For failure to deliver or perform in accord with the accepted bid, the Owner may consider the contractor in default and take steps to protect the Owner's interest. The Owner may, without impairing its other rights and benefits, purchase all or part of the contract goods or services on the open market and charge any additional

INVITATION TO BID

costs to the contractor or his surety.

14. **NON-COLLUSION CLAUSE**

By signing and submitting this bid, proposer states that his/ her bid is genuine and not collusive or sham; such proposer has not colluded, conspired, connived, or agreed, directly or indirectly, with any proposer or person, to put in sham bid, or that such other person will refrain from proposing and has not in any manner, directly or indirectly, colluded, conspired, connived, or agreed, with any person, to fix the price of affiant or any other proposer, or to fix any overhead, profit or cost element of said bid price.

15. **NON-DISCRIMINATION CLAUSE**

By signing and submitting this bid for consideration of an award by Springville Township, the contractor and any subcontractor covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, weight, height, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of the contract.

16. **BID, PERFORMANCE AND PAYMENT BONDS**

Bid Bond or Certified Check **will be** required for this project, in the amount of five percent (5%).

Performance and Payment Bond **will be** required for this project, in the amount of one-hundred percent (100%).

17. **PROPOSAL ACCEPTANCE**

The Owner reserves the right to accept or reject any or all bids, in whole or in part and to waive irregularities in any proposal in the interest of the Owner.

INSTRUCTIONS TO BIDDERS

1. JOB SITE VISITS

A **Pre-Bid meeting** will be held Wednesday, January 23, 2019, 2:00 pm at the Proposed Building Site, located on 105 E. Mesick Ave., Mesick, MI 49668. All bidders shall be responsible for familiarizing themselves with on-site job conditions and with the Bidding Documents. Failure to do so shall in no way incur any delays in work or extra cost to the Owner.

2. PROPOSALS

Sealed proposals for the work named on the title page and described in the Contract Documents will be received at ***Springville Township Office***, 4785 N M-37, PO Box 323, Mesick, Michigan, 49668, by the bid due date specified below.

BID DUE DATE: Wednesday, February 13, 2019 TIME: 2:00 PM

Proposals shall be submitted in duplicate and shall be in a sealed opaque envelope, delivered to address listed on the Proposal Form and marked on the outside with the bidder's name and name of project.

Proposal shall state price in both writing and figures, shall be signed personally by the bidder and by a partner or by a duly authorized officer for a corporation and shall give the bidder's business address.

Proposal shall be based only upon the materials, construction and equipment named or described in the Contract Documents. Suggested alternate proposals for work other than that specified or shown will be given consideration, but are subject to the terms and requirements of the general conditions of the Contract.

Proposals shall be for the completed work as required by the Contract Documents including all overtime operations and money allowances.

The bid opening will be public. Bidders will be allowed to attend opening. The Architect will notify bidders as to outcome.

3. BIDDING DOCUMENTS

Contract documents are available at the Springville Township offices for a \$25 fee. Electronic PDF files of the documents will also be available.

INSTRUCTIONS TO BIDDERS

4. **CONTRACTS WITH SUBCONTRACTORS**

All contracts made by the successful bidder with subcontractors shall be covered by the terms and conditions of the Contract. The successful bidder shall see to it that subcontractors are fully informed in regard to these terms and conditions.

5. **ADDITIONAL INFORMATION**

If additional information is needed by the bidder, or if revisions in the work are to be included in the proposal, written instructions covering such items will be issued by the Architect to the bidder by addendum, and such items shall be included in the proposal. No oral instructions or interpretations will be considered as binding on the Owner or the Architect unless confirmed by an addendum.

Bidders shall submit written requests for interpretation of the documents to the Architect as soon as possible. If such an interpretation is not requested, the bids will be presumed to be based upon the interpretation and directions given by the Architect after Contract award, in accordance with the provisions of the Contract.

6. **TAXES**

This project is not tax exempt.

7. **OWNER'S RIGHT TO REJECT BIDS**

All proposals submitted shall remain firm for a period of 60 days after the date specified for receipt of proposals.

The Owner reserves the right to reject any or all proposals submitted.

8. **FORM OF AGREEMENT**

The agreement between Owner and Contractor shall be executed on the AIA Document A101 "The Standard Form of Agreement Between Owner and Contractor", the current edition, where the basis of payment is a stipulated sum.

The bidder shall state in the space provided in the proposal form the charges, expressed as a percentage of the cost, for changes in the work when done by his own organization and when done by subcontractors under his contract. Fees shall include all charges for supervision, on-site superintendence, overhead and profit. Charges for taxes, social security payments and insurance shall be computed separately and shall not be subjected to percentage fee.

INSTRUCTIONS TO BIDDERS

9. **SUBSTITUTIONS**

To obtain approval to use unspecified products, bidders shall submit written requests at least ten (10) days before the scheduled bid date. Requests shall clearly describe the product for which approval is asked, including all data necessary to demonstrate acceptability. Acceptable products will be approved via addendum. Acceptance of a product by the Architect does not warrant that the product is identical to original specification in size, fit or other relationship to building components. No additional costs will be allowed for accommodation of alternative products.

10. **AIA DOCUMENT A701**

Unless otherwise noted herein, AIA Document A701 'Instructions to Bidders' shall apply. Copies may be obtained from the Architect: The DK Design Group, 1104 S. Mitchell Street, Cadillac, MI 49601, (231) 779-4002 or from the Michigan Society of Architects, 553 E. Jefferson, Detroit, MI 48226.

11. **WITHDRAWAL OF BIDS**

- A. Bids may be withdrawn on written or facsimile request received from bidder prior to the time set for receipt of bids. Bids may not be withdrawn after the time set for receipt of bids. See item 12 WITHDRAWAL in Invitation to Bid.
- B. Owner reserves the right to withdraw or amend this Bid request at any time and, at its option, to accept a new Proposal.

12. **TIME AND COMPLETION**

- A. Bidder shall commence work under the Contract in accordance with the Notice to Proceed and agrees to complete the Project by a date proposed by the Bidder and accepted by the Owner. By submitting a bid, the Bidder agrees that time is of the essence of the Project and shall, if awarded the Contract, expeditiously pursue the Work to its completion.
- B. It is the Owner's intention for the project to start May 1, 2019 or when weather allows and be substantially complete by November 1, 2019. The Contractor shall coordinate work with the Owner.

INSTRUCTIONS TO BIDDERS

13. TERMS FOR THE AWARD OF CONTRACT

- A. The Contract will be awarded to a responsible Contractor at the sole discretion of the Owner after consideration of the quality of service, product, price and other factors that the Owner deems relevant to the service to be performed. Prospective offerors must have a satisfactory record of Contract performance, integrity and business ethics, and adequate financial resources to meet the contractual requirements over the life of the Contract.
- B. All proposals shall be irrevocable to sixty (60) days after the last date for the receipt of proposals. The Owner reserves the right to conduct negotiations with offerors after the receipt of proposals, including the request for oral presentations, without jeopardizing its rights to accept any proposal submitted.
- C. Awards will be made and/or proposals will be rejected in writing within sixty (60) days after the last date for the receipt of proposals. Written notice by the Owner of acceptance of the offeror's proposal, or any portion thereof, shall be binding on the offeror.
- D. In the event that offeror's proposal is considered favorably, the Owner may also review the offeror's technical and financial ability to perform. As a condition to the award of any work, the offeror will be required to make available all requested data to the Owner and to provide assurances of adequate quantities and type of products, equipment and personnel necessary to perform the services (equipment to be used for the performance of the service may be new or used, currently owned or to be acquired prior to commencement of service). *The Owner may conduct interviews with selected offerors prior to the award of contract.*
- E. The Owner reserves the right to reject all proposals.
- F. The Owner reserves the right to conduct further negotiations with any qualified offerors.
- G. The Owner reserves the right to award a Contract based on initial proposals. Accordingly, each initial proposal should be submitted with the most favorable terms from a price and service standpoint.

INSTRUCTIONS TO BIDDERS

- H. Proposals may be considered irregular and may be rejected if they show omissions, alterations of form, additions of form, additions not called for, conditions, limitations, unauthorized alternate bids or irregularities of any kind.
- I. Proposals will be made available for inspection or comment by any person or organization other than Owner's professional Consultants and Owner personnel responsible for evaluation of each proposal.

Springville Township
Community Center & Library
ARCHITECT'S PROJECT NO. 17168

BID PROPOSAL FORM
(Submit in Duplicate)

DATE: _____

NAME OF BIDDER: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

COMBINED BID COVERING:

DEMOLITION & GENERAL CONSTRUCTION
PLUMBING, MECHANICAL & ELECTRICAL WORK

TO: BUILDING RENOVATIONS – COMMUNITY CENTER & LIBRARY
SPRINGVILLE TOWNSHIP
105 E. MESICK AVE.
MESICK, MICHIGAN 49668

1. **BASE BID:**

If awarded the contract, the undersigned agrees to furnish all labor, services, equipment and materials necessary for and reasonably incidental to the proper completion in a workmanlike manner for all work as required by the Drawings and Specifications as prepared by The DK Design Group, 1104 S. Mitchell Street, Cadillac, Michigan 49601, for the sum of:

Dollars \$ _____

Said sum to be subject to all of the terms of the Contract and to include all money allowances called for in the Specifications applicable hereto.

2. **Alternate E1:**

Remove the existing overhead lines and provide underground electrical in 4" PVC conduit to new meter at NE corner of property.

Dollars \$ _____

**Springville Township
Community Center & Library
ARCHITECT'S PROJECT NO. 17168**

**BID PROPOSAL FORM
(Submit in Duplicate)**

3. **ACKNOWLEDGMENT OF ADDENDA**: The following addenda, issued during the bidding period and covering additions, deletions, changes or clarifications in the Contract Documents have been received, are hereby acknowledged and their erection is included in the proposal amount:

Addendum No. _____ dated _____

Addendum No. _____ dated _____

4. The Bidder hereby agrees to commence work under this Contract on or before a date specified in the NOTICE TO PROCEED.
5. Date for completion shall be as established in the Contract for Construction. The Contractor shall coordinate work with the Owner.
6. For authorized changes in the work involving additions to or omissions from the work, the undersigned agrees to perform or omit, or to cause to be performed or omitted by his subcontractors, such authorized work at net cost to him, plus the following percentages to be added to the cost or credit to the Owner, which percentages shall include all the Contractor's cost for on-site superintendence, supervision, overhead and profit.
- A. Work not under contract _____ percent
- B. Work under subcontract _____ percent
7. The undersigned affirms that he has fully examined the bidding and Contract Documents, including the Instructions to Bidders, General Conditions to the Contract, special conditions, specifications, drawings and any and all addenda issued, and agrees to be bound by all requirements thereof in the submission of this proposal, and in the performance of the contract if awarded to him on this proposal.
8. Bidder understands that the Owner reserves the right to accept any or all Bids in whole or part, and to waive irregularities in any Bids in the interest of the Owner.
9. Bidder agrees that his proposal may not be withdrawn for a period of 60 days after the actual date of the opening thereof.

**Springville Township
Community Center & Library
ARCHITECT'S PROJECT NO. 17168**

**BID PROPOSAL FORM
(Submit in Duplicate)**

10. Address, legal status and signature of bidder.

The undersigned bidder does hereby designate the address, given below, as the legal address to which all notices, directions, or other communications may be served or mailed.

Street _____

City _____ State _____

The undersigned bidder does hereby declare that the bidder has the legal status checked below.

- _____ Individual
- _____ Co-Partnership
- _____ Corporation incorporated under the laws of the state of _____

This proposal is submitted in the name of:

If Corporation,
affix Corporate seal:

FIRM NAME: _____

BY: _____

TITLE: _____

ADDRESS: _____

() _____

Phone Number

SIGNED AND SEALED THIS _____ DAY OF _____, 2019

Witness

GENERAL CONDITIONS NOTICE

The "General Conditions of the Contract for Construction", AIA Document A201 (1997 Edition), copyrighted by the American Institute of Architect, forms a part of these specifications to the same extent as if bound herein.

List of Articles - AIA A201 - 1997

- | | | | |
|----|---|-----|---|
| 1. | General Provisions | 8. | Time |
| 2. | Owner | 9. | Payments and Completion |
| 3. | Contractor | 10. | Protection of Persons & Property |
| 4. | Administration of contract | 11. | Insurance and Bonds |
| 5. | Subcontractors | 12. | Uncovering and Correction of Work |
| 6. | Construction by Owner or by
Separate Contractors | 13. | Miscellaneous Provisions |
| 7. | Changes in the Work | 14. | Termination or Suspension
the Contract |

Copies of AIA Document A201 can be reviewed during business hours at the Construction Association of Michigan, 1625 S. Woodward Ave, Bloomfield Hills, MI (248) 972-1000. Copies can be purchased at the Architect's office, The DK Group, 1104 S. Mitchell Street, Cadillac, Michigan 49601, (231) 779-4002 or from AIA Michigan, 553 E. Jefferson, Detroit, MI 48226, (313) 965-4100.

SUPPLEMENTARY CONDITIONS (GENERAL CONTRACT)

The following supplement modifies the "General Conditions of the Contract for Construction", AIA Document A201, Fifteenth Edition, 1997. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

ARTICLE 1 - GENERAL PROVISIONS

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1 Add the following:

In the case of an inconsistency between Drawings and Specifications or within either Document clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation.

1.2.2 Add the following:

The Contractor shall consult the index to be certain that the set of documents is complete.

1.2.2.1 Add the following subparagraph:

Wherever in the specification reference is made to specifications, standards, directions or other published documents of governmental agencies, trade associations, manufacturers or other societies and organizations, unless otherwise specified, the reference shall mean and intend the latest edition of such document adopted and published prior to the first date of invitation to submit proposals, and such document shall be part of this specification with the same effect as if written herein in full. The contractor may examine such documents at the office of the Architect and obtain a copy at cost of reproduction (unless reproduction is prohibited by copyright or otherwise) or obtain directions as to method of obtaining an original copy.

1.2.4.2 Add the following subparagraph:

Except as follows, all abbreviations used in this specification shall be spelled out the first time they are used within a section followed by abbreviation within parentheses.

References to the following organizations in connection with their publications or otherwise shall be made using the following abbreviations:

- AA - Aluminum Association
- AIA - American Institute of Architects
- AISI - American Iron and Steel Institute
- ANSI - American National Standards Institute

SUPPLEMENTARY CONDITIONS (GENERAL CONTRACT)

ASTM	-	American Society of Testing and Materials Designation
CS	-	Commercial Standards, U.S. Department of Commerce
FS	-	Federal Specification, General Services Administration
MDOT	-	Michigan Department of Transportation
NBFU	-	National Board of Fire Underwriters/American Insurance Association
NFPA	-	National Fire Protection Association
SPR	-	Simplified Practice Recommendation, U.S. Department of Commerce
UL	-	Underwriter's Laboratories, Inc.

1.2.5 Add the following paragraph:

The Contract Documents contemplate a finished piece of work of such character and quality as is described therein and is reasonably inferable from them. The Contractor agrees that the Contract Sum for the work hereunder includes sufficient money allowance to make his work complete and operable, fitting with the work of other Contractors and the Owner, and in compliance with good practice. He agrees that minor discrepancies or omissions, the failure to show repeated details, or the repetition on any Drawings of the figures or notes given on another shall not be the cause for additional charges or claims.

1.5 EXECUTION OF CONTRACT DOCUMENTS

1.5.2 Add the following:

The Contractor shall not be allowed any extra compensation by reason of any matter, or thing, concerning which he might have fully informed himself, because of his failure to have so informed himself prior to executing the Contract.

ARTICLE 3 - CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.4 Add the following paragraph

The Contractor shall consult the Architect regarding any item which is insufficiently identified or described. In the absence of any definite instructions from the Architect, however, such items shall be furnished to correspond with similar items for which information is given.

SUPPLEMENTARY CONDITIONS (GENERAL CONTRACT)

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1.1 Add the following subparagraph:

The Contractor shall establish all grades, lines, levels and elevations required for his work.

3.4 LABOR AND MATERIALS

3.4.2 Delete paragraph 3.4.2 as written and substitute the following:

After the Contract has been executed, the Owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth below:

- .1 Should the Contractor desire after contract award to substitute for the benefit of the Owner another article, material or item of equipment for one or more specified by name, he shall make a request for substitution in writing to the Architect stating the benefit to the Owner and the credit or extra involved and he shall provide all required supporting data and samples. If such request is rejected, the Contractor shall perform the work in accordance with the Contract Documents. Such requests shall be submitted so as to allow a reasonable time of their consideration and shall not be justification for delay of the work.
- .2 If a substitution requires changes in the work of other trades or Contractors or redesign or other substantial changes in the Contract Documents, the Contractor proposing the substitution shall pay any additional costs thereby incurred.
- .3 After contract award, no substitution of any material listed in the Contract Documents or Proposal will be permitted if the request is based on delivery dates, test requirements or other causes unless the Bidder proves that the original material was ordered or scheduled for test within 30 days after the Contract was let and due to unforeseen circumstances cannot be delivered at the promised time or tested in accordance with the Specifications without materially delaying work.

3.4.2.1: Add the following paragraph and subparagraphs:

A separate request shall be submitted for each product, supported with complete data, with drawings and samples as appropriate, including:

- .1 Comparison of the qualities of the proposed substitution with that specified.
- .2 A description of changes in other elements of the work required by the

SUPPLEMENTARY CONDITIONS (GENERAL CONTRACT)

substitution.

- .3 The effect on the approved construction schedule.
- .4 Cost data comparing proposed substitution with product specified.
- .5 Availability of maintenance service, and the source of replacement parts.

3.4.2.2 Add the following paragraph:

The Architect shall be the judge of the acceptability of the proposed substitution except where a change of cost is involved.

3.4.2.3 Add the following paragraph and subparagraphs:

By making requests for substitutions based on paragraph 3.4.2 above, the Contractor:

- .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.
- .2 represents that the Contractor will provide the same warranty for the substitute that the Contractor would for that specified.
- .3 certifies that the cost data presented is complete and includes all related costs under his Contract except the Architect's redesign costs and waives all claims for additional costs related to the substitution which subsequently become apparent.
- .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.

3.5 WARRANTY

3.5.2 Add the following paragraph:

Guarantees:

- a) Each Contractor or Subcontractor shall furnish a written guarantee in triplicate, warranting all his work against faulty materials or improper workmanship, or both, and to make good at his own expense all defective work, and all damage to other work caused by such defective work, occurring during the term of the warranty. Each guarantee shall be signed by the Contractor or Subcontractor and those applying to work under the General Building Work contract shall be signed and co-guaranteed by the General Contractor.

SUPPLEMENTARY CONDITIONS (GENERAL CONTRACT)

- b) All guarantees shall include all expense necessary in making good any other work affected by imperfections in the work called for.
- c) The period covered by the guarantee shall be as noted in the Specifications for the various trades, but where not so specified shall be for one (1) year from date of final acceptance of the entire project.
- d) Warranty text shall include the following provisions:
 - 1. If corrections have not been initiated within ten (10) days of written notice of a warranty defect, the Owner may proceed to have defects corrected at the sole expense of the Contractor, who will honor and pay all costs and charges associated with the repairs/corrections, including interest at the maximum rate permitted by law.
 - 2. Should the Contractor fail to fulfill any obligation under the warranty, and the Owner brings an action to enforce the warranty, the Contractor shall be responsible for Owner's attorney's fees incurred in connection therewith.

3.7 PERMITS, FEES AND NOTICES

3.7.2 Add the following paragraph:

Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Contractor's work. Contractor shall secure and pay for all permits, fees and licenses necessary for the execution of the Contractor's work.

3.7.5 Add the following paragraph:

Where Contract Documents require the work or parts of the work to be above the standard required by laws, ordinances, rules and regulation, such work shall be completed according to the requirements of the Contract Documents.

3.7.6 Add the following paragraph:

Contractor shall comply with federal, state, and local tax laws, social security acts, unemployment compensation acts and worker=s compensation acts insofar as applicable to the performance of the service herein.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

SUPPLEMENTARY CONDITIONS (GENERAL CONTRACT)

3.12.5 Add the following:

The Contractor shall furnish one (1) transparent copy (e.g. sepia) and one (1) print of all shop drawings that are drawn on transparent paper or film. Transparencies that do not print with good contrast will be rejected. Shop drawings shall follow or be keyed to the nomenclature, terminology and symbolism of the Contract Documents.

3.12.6 Add the following:

The requirements that corrections be made on shop drawings or delays in resubmittal of shop drawings shall not be justification for delay of the progress of the work.

3.12.11 Add the following paragraph and sub paragraphs:

The Architect's approval shall not indicate approval of dimensions, quantities or fabrication processes unless specific notations are made by the Architect regarding same. The Architect will check one of the following notations on the Shop Drawing and Sample Review Stamp:

- .1 "REVIEWED" indicating final action by the Architect. When approving resubmitted shop drawings the Architect assumes that there are no revisions from the previous submittal except as provided by 3.12.9 and his approval of resubmittals is only based on the original submission. Where the Contractor directs specific attention to revisions, as provided by 3.12.9 the approval includes these also.
- .2 "REVIEWED AS NOTED" indicating final action by the exception to the corrections noted, the Contractor may begin that portion of the work for which the shop drawings were required.
- .3 "RESUBMIT" indicating that the Contractor shall not begin that portion of the work until the reason indicated for disapproval has been corrected and the revised shop drawing submitted, reviewed and approved by the Architect.
- .4 Where more than one action has been checked, each shall apply only to that portion of the shop drawing for which the action is indicated.

3.12.12 Add the following paragraph:

After final approval by the Architect, the Contractor shall furnish prints from the transparencies of all approved shop drawings or final corrected copies, as required by construction operations in the field, to the trades affected.

3.12.13 Add the following paragraph:

SUPPLEMENTARY CONDITIONS (GENERAL CONTRACT)

Submit five (5) copies minimum each of manufacturer=s printed literature, catalogs, preprinted drawings and brochures for the Architect=s review plus additional copies as required by the Contractor. Printed material shall be outlined showing proper location of equipment and the equipment number. Architect will review and mark the returned copies the same for shop drawing transparencies and return all but three (3) to the Contractor.

3.12.14 Add the following paragraph:

All samples shall be properly labeled with the name and quality of the material, manufacturer's name, name of the project, Contractor's name, date of submission and the Specification section number to which the sample refers. Unless otherwise indicated, submit three (3) each of samples.

3.13 USE OF SITE

3.13.1 Add the following:

Any additional areas for storage, fabricating, etc. shall be designated by the Architect or the facility resident manager.

3.14 CUTTING AND PATCHING WORK

3.14.3 Add the following paragraph:

Cutting and patching shall be by the trade skilled in the work to be performed, but paid for by the party causing damage unless the patching is specifically called for by the Contract Documents. Cutting shall be paid by the trade requiring it to complete their work unless specifically indicated by another trade.

3.15 CLEANING UP

3.15.3 Add the following paragraph:

Where surface treatment, washing or polishing is specified, the Contractor shall see that such areas are completed before occupancy by Owner.

3.15.4 Add the following paragraph:

The Contractor shall be totally responsible for, and pay for the clean-up and removal of debris accumulated at the end of each working day, including that which accumulated on the Owner's existing roads or in the public right-of-way as a result of their use by construction traffic access to the site.

3.15.5 Add the following paragraph:

SUPPLEMENTARY CONDITIONS (GENERAL CONTRACT)

Before final completion is scheduled, all tile or marble surfaces shall be cleaned by mopping with soap and water, rinsing and drying. All other floor and wall surfaces, including projections, shall be cleaned and dusted and left in such conditions that all areas can be occupied and used without further cleaning. The Contractor shall also wash all interior and exterior glass on both faces, removing all labels and marks, paint and caulking, streaks or spots, replace broken or cracked glass and leave all glass whole and complete. All metal surfaces, including hardware, shall be cleaned, polished and left free of marks or dust. The mechanical trade shall clean all plumbing fixtures, trim, utilities and equipment provided under this contract. The electrical trade shall clean all electrical fixtures provided under this contract. Labels on fixtures, etc. other than those required by code officials, shall be removed as part of the final cleaning.

3.18 INDEMNIFICATION

3.18.3 Add the following paragraphs:

- .1 Notwithstanding any other provisions of these General Conditions, the Contractor agrees to indemnify the Owner, its officers, employees and consultant and to hold them forever harmless from and against all expenses, liabilities, claims, suits, loss or judgments of every kind whatsoever, by or on behalf of any person, firm or corporation, by reason of, arising out of, or connected with Contractor's performance of the work.
- .2 In any and all claims against the Owner or any of its agents, officers or employees by any employee of Contractor or anyone directly or indirectly employed by Contractor or any one for whose acts Contractor may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under worker's compensation acts, disability acts or other employee benefit acts.
- .3 Contractor shall defend all suits or claim for infringement of any patent rights and shall save the Owner harmless from any loss on account thereof.

ARTICLE 4 - ADMINISTRATION OF THE CONTRACT

4.3.11 FORCE MAJEURE

Add the following:

Damage to Contractor's work resulting from acts of God, strikes, public enemy, vandalism or fires shall be made good by the Contractor. The Owner will not be liable for any additional costs resulting from such causes and shall not be liable or responsible for protecting or defending the Contractor's work.

SUPPLEMENTARY CONDITIONS (GENERAL CONTRACT)

4.3.12 DAMAGE PROTECTION

Add the following:

The Contractor shall continuously maintain adequate protection of all the work from damage and shall protect the Owner's property from injury or loss arising in connection with the Contract.

ARTICLE 7 - CHANGES IN THE WORK

7.1 CHANGES

7.1.4 Add the following:

The Contractor shall give prompt attention to a review of changes issued by the Owner and within ten (10) business days, will provide the Owner with a reply on the proposed changes as it affects the Project. The reply will include sufficient review by the Owner. It is understood that if Contractor fails to comply with the foregoing, the Owner reserves the right to develop a quotation on the Contractor's behalf.

7.2 CHANGES IN THE WORK

7.2.2 Add the following:

The Contractor shall obligate each and every Subcontractor to charge no higher fee for authorized changes than the Contractor agrees to charge as stated in the Agreement.

ARTICLE 8 - TIME

8.1 DEFINITIONS

8.1.3.1 Add the following subparagraph:

The Contractor shall make available to the Owner, for a reasonable period prior to the time set for completion by the Agreement, suitable spaces for the storage of furniture, equipment, etc. as received for use in the project.

8.1.3.2 Add the following subparagraph:

Should partial occupancy, other than for storage, be desired by the Owner before substantial completion of the total project, such occupancy shall occur only after mutual agreement between the Owner and Contractor and the completing of a Certificate of Substantial Completion for the designated area in the same manner

**SUPPLEMENTARY CONDITIONS
(GENERAL CONTRACT)**

as stated in paragraph 9.8.1 of the General Conditions.

8.2 PROGRESS AND COMPLETION

8.2.4 Add the following paragraph:

Within 72 hours of date of commencement of the work, Contractor shall prepare and submit to the Owner's representative for approval, a bar chart schedule showing proposed dates of commencement and completion for the various parts of the work. Contractor shall carry out work in accordance with approved schedule.

8.2.5 Add the following paragraph and sub paragraphs:

The Contractor shall organize meetings for the purpose of coordinating and expediting the work. The Owner's representative and the Architect shall be notified of these meetings and when either directs, the Contractor shall hold additional meetings as required. See Division 01000 'General Requirements' of the Specifications for additional information.

- .1 The invited Contractors and Subcontractors shall be required to have qualified representatives at these meetings empowered to act in their behalf.
- .2 The Contractor shall conduct the meeting and keep minutes of all discussions and decisions. The Contractor shall be responsible for the typing, duplication and distribution of the minutes to all parties in attendance or requiring same if their work is affected.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.2 SCHEDULE OF VALUES

9.2.2 Add the following paragraph:

The Architect will furnish Application for Payment forms upon request by the Contractor. All Applications for Payment shall include the following Sworn Statement:

To: (Owner's Name as used in the Agreement)
State of
County of

The undersigned Contractor certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents,

**SUPPLEMENTARY CONDITIONS
(GENERAL CONTRACT)**

that all amounts have been paid by him for work for which previous Certificates of Payment were issued and payments received from the Owner and that the current payment shown herein is now due.

Contractor: (Name and Address as used in Agreement)
Signed: Date:

Subscribed and sworn to before me this _____ day of
of _____, 2019

Notary Public:
My Commission Expires:

9.2.3 Add the following paragraph:

No progress payment shall be due until the Bonds, Certificates of Insurance, Schedule of Values and List of Subcontractors required is approved.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 Add the following:

The form of application for payment shall be a notarized AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet.

9.3.1.3 Add the following subparagraph:

The Contractor shall be paid 90% of the amount certified and the remaining 10% shall be paid upon final completion. If in the sole opinion of the Owner, the Contractor's performance so warrants, the Owner may elect to pay 95% of the progress payments certified after completion of 50% of the work and for so long as in the Owner's opinion the continuing performance so warrants.

9.3.1.4 Add the following subparagraph:

Applications for payment shall be in accordance with the requirements set forth in section 110 of the Construction Lien Act, Act No. 497 of the Public Acts of 1980 as amended, being Section 570.1110 of the Michigan Compiled Laws when (a) payment is requested or due and (b) when the Owner demands such a statement. The statement shall include the amount of laborer wages and fringe benefits that are not yet due, but have accrued as of the date of the progress payment. Owner reserves the right to demand Sworn Statements from all Subcontractors, Suppliers or Laborers listed on the Contractor's Sworn Statement.

SUPPLEMENTARY CONDITIONS (GENERAL CONTRACT)

9.3.1.5 Add the following subparagraph:

Owner reserves the right in accordance with Section 110 of the Construction Lien Act, Act No. 497 of the Public Acts of 1980 as amended, being Section 470.1110 of the Michigan Compiled Laws, to withhold from the amount due or to become due the Contractor for work already performed, an amount sufficient to pay all sums which are due to Subcontractors, Suppliers or Laborers as shown by the Sworn Statement, or which is due to Lien Claimants who have provided a Notice of Furnishing pursuant to Section 109 of the Construction Lien Act. From the amount withheld, the Owner may directly pay Subcontractors, Suppliers or Laborers the amount they are due as shown by the Sworn Statement. As between the Owner and the Contractor, all payments made pursuant to this paragraph shall be considered the same as if paid to the Contractor.

9.3.1.6 Add the following subparagraph:

Partial payments made as the work progresses shall in no way be considered as an acceptance of any portion of the labor or material embraced by the Contract. Work not conforming to the Contract Documents shall be removed and replaced whenever discovered or otherwise made apparent.

9.3.1.7 Add the following subparagraph:

The following items are required before the Contractor's first pay request will be processed for approval:

1. A complete approved material and Subcontractor's list.
2. An approved progress schedule.
3. An approved Contract cost breakdown.

9.3.1.8 Add the following subparagraph:

Progress payment requests shall be submitted once a month to the architect by the first Monday of the month. The Architect will review and submit the payment request to the owner by the second Monday of the month. Adjustment in payment schedule is entirely at the discretion of the Owner.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.2 Add the following:

- a) The Contractor shall submit to the Architect a written guarantee, which shall be in accordance with Article 3, Paragraph 3.5 and article 12, Paragraph 12.2 of the General Conditions and such additional guarantees, in writing, as are

SUPPLEMENTARY CONDITIONS (GENERAL CONTRACT)

required by the Specifications.

- b) The Contractor shall submit in duplicate complete instruction for the care and maintenance of all finish materials under the contract, including, but not limited to floor finishes and coverings, wainscot and wall finishes, acoustical treatment, metal finishes, painted surfaces, flooring, hardware and finishes on mechanical and electrical equipment. Instructions shall contain the manufacturer's or suppliers recommendation with respect to cleaning agents, preservative treatment and such other instruction as may be beneficial to the maintenance, usage, appearance and durability of the product. The recommendations shall further contain cautions on the sum of certain cleaners and coatings which may be detrimental to the product.
- c) The Contractor shall prepare and submit in duplicate all operating and maintenance instructions and shop drawings for all mechanical and electrical equipment, and other special items, as called for in the Specifications.
- d) All of the above described documents shall be checked for conformance with the Specifications and they shall be submitted in uniform size, bound and indexed for convenient reference.
- e) The Contractor shall also submit at this time "As-Built" drawings as specified in these Supplementary Conditions, Article 3, Paragraph 3.11.1.
- f) Delivery of the above documents to the Architect for delivery to the Owner shall be completed before final payment or any part of the retained percentage shall become due.
- g) The Owner will require a final Certificate of Occupancy from the authority having jurisdiction prior to consideration of final payment.
- h) The Contractor shall obtain a release from the Bonding Company, agreeing to final payment to the Contractor.
- i) Final payment will not be made until **all** work is completed and accepted by the Owner and Architect.
- j) Final payment will not be made until a notarized waiver of lien against the Project has been furnished to the Owner.

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

**SUPPLEMENTARY CONDITIONS
(GENERAL CONTRACT)**

Add the following section:

10.7 PROTECTION OF GLASS

10.7.1 The Contractor shall exercise precautions for the protection of the glass under this contract after same has been permanently installed in the building and he will be held responsible for all breakage or other damage to glass up to the time the building is turned over to the Owner.

ARTICLE 11 - CONTRACTOR'S LIABILITY INSURANCE

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.2 Paragraph 11.1.2 shall be superseded by the following:

Insurance required by Paragraph 11.1.1 shall be (1) a Workmen's Compensation Policy, including Employer's Liability as required by law; (2) a Comprehensive General Liability Policy, including coverage of liability for Premises and Operations, Elevators, Independent Contractors, Products including completed operations for one (1) year after substantial completion, contractual as applicable to the Contractor's obligations under Paragraph 4.18, (3) Broad Form Property Damage on an occurrence Basis, X, C and U property damage, and Personal Injury; and (4) a Comprehensive Automobile Liability Policy including coverage of liability for non-owned and hired automobiles and Property Damage on an Occurrence Basis. The insurance shall remain in force for the duration of the Contract and shall be written for not less than the following limits of liability:

a) Bodily Injury	Each Person	\$ 500,000
	Each Occurrence	\$1,000,000
b) Property Damage	Each Occurrence	\$ 500,000
	Each Occurrence	\$1,000,000
c) Automobile Bodily Injury	Each Person	\$ 500,000
d) Automobile Property Damage	Each Accident	\$ 500,000
e) Personal Injury	Each Person	\$ 500,000
	Each Occurrence	\$1,000,000

Insurance shall be written to include the following as named insured:

SUPPLEMENTARY CONDITIONS (GENERAL CONTRACT)

Springville Township
The DK Design Group

11.1.3 Paragraph 11.1.3 shall be superseded by the following:

Before execution of Agreement for this work, Contractor shall furnish the architect three (3) completed copies of a certificate of Insurance on AIA Document G705, 1987 Edition, or a form filed with and approved by the Department of Insurance, State of Michigan. Provide thirty (30) days notice to the Owner and the Architect for any change or termination of coverage afforded under the policies before termination of the Contract. Contractor shall file new Certificates should the original or renewed policies expire prior to the completion of the job.

11.3 PROJECT MANAGEMENT PROTECTIVE LIABILITY INSURANCE

11.3.3 Delete this paragraph.

11.4 PROPERTY INSURANCE

11.4.1 Add the following:

- .1 This insurance shall also include the interest of the Architect and shall be under the Uniform Standard Builder's Risk Completed Value Form of Insurance including items of labor and material connected therewith whether in or adjacent to the structure insured, materials in place or to be used as part of the permanent construction including surplus materials and supplies incident to the work, and such scaffoldings, stagings, towers and forms owned or rented by the Contractor, the capital value of which is included in the work.
- .2 Exclusions: This insurance does not cover any tools owned by mechanics, and tools, equipment, scaffolding, staging, towers and forms owned or rented by the Contractor the capital value of which is **not** included in the work.

11.5 PERFORMANCE BOND AND PAYMENT BOND

11.5.1 Substitute the following:

The Owner shall, prior to signing the Contract, require the successful bidder to furnish bond equal in amount to One Hundred Percent (100%) of the Contract sum covering the faithful performance of the contract and payment of all obligations arising thereunder with such sureties as the Owner may approve.

The bid proposal shall include the cost to be paid by the successful bidder, as stated above.

SUPPLEMENTARY CONDITIONS (GENERAL CONTRACT)

The bond shall be written on AIA Form 311 or written on the bonding company's form containing the same provisions.

ARTICLE 12 - UNCOVERING AND CORRECTION OF THE WORK

12.2 CORRECTION OF WORK

12.2.4.1 Add the following subparagraph:

The Contractor shall also bear the cost of making good all destruction or damage of the work of separate contractors which shall result from his own defective or nonconforming work.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.9 Add the following section:

13.9 LABOR AND EMPLOYMENT PRACTICES

- 13.9.1 Contractor's employment practices shall conform to all laws, statutes, regulations or ordinances whether issuing from federal, state or local authorities and shall be a verifiable equal opportunity employer.**
- 13.9.2 Contractor's employees shall be skilled in their trades. Any employee of the Contractor may be refused admittance to the site or may be requested to leave the site at any time by the Owner. In the event that any employee or employees of the Contractor are so barred from the project, the Contractor shall immediately replace such employee or employees with employees satisfactory to the Owner.**

DIVISION 01000 GENERAL REQUIREMENTS

ALTERNATES	01100
GENERAL SCOPE OF PROJECT	01300
APPLICATIONS FOR PAYMENT	01301
FINAL COMPLETION AND FINAL PAYMENT	01302
REPORTS	01303
SHOP DRAWINGS	01304
INSPECTIONS	01401
QUALITY CONTROL	01402
CLEANING	01403
SHORING	01501
SANITARY FACILITIES	01504
WATER FOR BUILDING WORK	01505
ELECTRICAL ENERGY	01506
ASBESTOS CONTAINING MATERIALS	01701
ASBESTOS ABATEMENT	01900

DIVISION 01000
GENERAL REQUIREMENTS

01100 ALTERNATES

Alternate E1: Coordinate with electric utility to replace the existing incoming overhead electric service conductors above to now be fed underground. Electrical contractor shall provide and install a new 4" PVC Schedule 40 conduit sleeve with large sweeps and bushings between the new electric meter and the electric utility pole at the NE corner of the property.

01300 GENERAL SCOPE OF PROJECT

The following is a general outline of the nature and scope of the project. It is meant to assist the Contractors and is not an all inclusive list of tasks. Contractors shall be responsible for a complete demolition, construction, installation, repair and renovation effort.

Proposed Building Renovations
105 E. Mesick Ave., Mesick, MI 49668

01301 APPLICATIONS FOR PAYMENT

1. The form of application for payment shall be signed and notarized AIA Document G702, Application and Certification for Payment, supported by Document G703, Continuation Sheet.
2. No progress payment shall be due until the Bonds, Certificates of Insurance, Schedule of Values and List of Subcontractors required is approved.
3. The Contractor shall be paid 90% of the amount certified and the remaining 10% shall be paid upon final completion. If in the opinion of the Owner, the Contractor's performance so warrants, the Owner may elect to pay 95% of the progress payments certified after completion of 50% of the work and for so long as in the Owner's opinion the continuing performance of the Contractor so warrants.
4. Applications for payment shall be in accordance with the requirements set forth in Section 110 of the Construction Lien Act; Act No. 497 of the Public Acts of 1980 as amended, being Section 570.1110 of the Michigan Compiled Laws when (a) Payment is requested or due, or (b) When the Owner demands such a statement. The statement shall include the amount of laborer wages and fringe benefits that are not yet due, but have accrued as of the date of the progress payment. Owner retains the right to demand Sworn Statements from all Subcontractors, Suppliers or Laborers listed on the Contractor's Sworn Statement.

DIVISION 01000
GENERAL REQUIREMENTS

5. Owner reserves the right in accordance with Section 110 of the Construction Lien Act, Act No. 497 of the Public Acts of 1980 as amended, being Section 470.1110 of the Michigan Compiled Laws, to withhold from the amount due or to become due the Contractor for work already performed, an amount sufficient to pay all sums which are due to Subcontractors, Suppliers or Laborers as shown by the Sworn Statement, or which is due to Lien Claimants who have provided a Notice of Furnishing pursuant to Section 109 of the Construction Lien Act. From the amount withheld, the Owner may directly pay Subcontractors, Suppliers or Laborers the amount they are due as shown by the Sworn Statement. As between the Owner and the Contractor, all payments made pursuant to this paragraph shall be considered the same as if paid directly to the Contractor.

01302 FINAL COMPLETION AND FINAL PAYMENT

1. Each Contractor shall submit to the Architect a written guarantee, which shall be in accordance with Article 3, Paragraph 3.5 and Article 12, Paragraph 12.2.2 of the General Conditions, and such additional guarantees, in writing, as are required by the Specifications.
2. Each Contractor shall submit in duplicate, complete instructions for the care and maintenance of all finish materials furnished under their Contract, including, but not limited to floor finishes and coverings, wainscot and wall finishes, acoustical treatment, metal finishes, painted surfaces, flooring, hardware, and finishes on mechanical and electrical equipment. Instructions shall contain the manufacturer's or supplier's recommendations with respect to cleaning agents, preservative treatment and such other instructions as may be beneficial to the maintenance, usage, appearance and durability of the product. The recommendations shall further contain cautions on the use of certain cleaners and coatings which may be detrimental to the product.
3. Each Contractor shall prepare and submit in duplicate all operating and maintenance instructions and shop drawings for all mechanical and electrical equipment, and other special items, as called for in the specifications as appropriate for their contract scope.
4. All of the above-described documents shall be checked for conformance with the specifications, and they shall be submitted in uniform size, bound and indexed for convenient reference.
5. The Contractor shall also submit at this time, "As-Built" drawings as specified in the General Conditions, Article 3, Subparagraph 3.11.1.

DIVISION 01000
GENERAL REQUIREMENTS

6. Delivery of the Documents to the Architect for delivery to the Owner shall be completed before final payment or any part of the retained percentage shall become due.
7. A final certificate of occupancy from the Township will be required prior to consideration of final payment.

01303 REPORTS

Each Contractor shall furnish a list of all Sub-contractors for the Architect's approval before letting same.

At the time of requests for payment, the Contractor shall furnish the Architect with a tabulated statement covering amounts considered due under each item, and any additional information necessary for the Architect to intelligently pass upon the correctness of the payment. Payment requests shall be submitted on AIA Document G702.

The Contractor shall furnish the Architect before the first payment becomes due, a correct statement showing estimated cost of each part of the work as sub-divided in the Specification, the total equaling the Contract price. This statement shall be for the use of the Architect at his discretion in preparing estimates for payment on account.

01304 SHOP DRAWINGS

Where noted in the Specifications, on the Drawings or where it is standard industry practice, Shop Drawings shall be submitted to the Architect for review. Timely submission of Shop Drawings is mandatory. Contractor shall assume all responsibility for errors in design, layout and size where work proceeds without Architect's approval of Shop Drawings.

Sub-contractors submitting shop drawings shall first deliver duplicate copies to the Contractor, who shall thoroughly check them regarding measurements, sizes or members and details. Drawings found to be in error shall be returned to the Sub-contractor for correction without submitting same to the Architect.

From the tracing or original of each Shop Drawing approved by the Contractor, the party who prepares them shall obtain one (1) copy, original or electronic pdf file, which shall be stamped with the approval of the Contractor and all such materials shall be submitted to the Architect.

Any material ordered or fabricated prior to final approval of Shop Drawings shall be at the Contractor's risk. No changes shall be made on the approved Shop

DIVISION 01000
GENERAL REQUIREMENTS

Drawings without the written approval of the Architect.

The Architect's approval of Shop Drawings shall be considered only as an approval of general design and details, and shall not relieve the Contractor or his Sub-contractors from correcting at their own expense such detail on the drawings and in the completed work as may thereafter be found faulty. The Architect assumes no responsibility for figure dimensions on shop drawings.

01401 INSPECTIONS

The Architect and his representative shall at all times have access to the work wherever it is in preparation or progress, and each Contractor shall provide proper and safe facilities for such access and for inspection.

01402 QUALITY CONTROL

1. Contractors shall provide required inspection and testing services specified to be by independent agencies where not indicated specifically as Owner's responsibility (this provision supplements General Conditions). Neither inspection-and-test results, nor failure thereof, to disclose deficiencies relieves Contractor of responsibility to comply with requirements of Contract Documents. The Contractor shall provide services to inspection and testing agencies (Owner's and Contractor's), including taking and delivery of samples, patching work and similar assistance and shall require engaged agencies to perform indicated testing and submit reports promptly. Significant observations having an important bearing on the work shall be reported to the Architect/Engineer by the most expeditious means possible.
2. All other inspections and/or testing services shall be provided and paid for as required by Article 13.5 of AIA General Conditions.

01403 CLEANING

Each Contractor shall be responsible for maintaining a clean work site and shall be responsible for proper disposal of all their debris.

Site and building shall be kept clean - all debris picked up and placed in dumpster, floors broomed clean.

Prior to final acceptance of the project by the Owner, Contractor shall participate in a thorough cleaning of the entire project and shall thoroughly clean all surfaces including glass.

01501 SHORING

All temporary shoring required shall be included in this Contract. Each Contractor must assume all responsibility for his work and make good any damage caused by improper supports or failure of shoring in any respect.

When permanent supports are completed, all shoring will be removed by the Contractor who installed same.

Except as otherwise specified or directed, all shoring for wood construction shall be provided by the Carpenter, for masonry by the Mason, and for steel work by the Steel Contractor. This Contract shall also include all necessary cutting and patching of masonry, plaster, wood, steel, etc., as may be required for the installation of shoring supports.

01504 SANITARY FACILITIES

General Contractor shall provide portable toilet facilities.

01505 WATER FOR BUILDING WORK

General Contractor shall provide any required water.

01506 ELECTRICAL ENERGY

General Contractor shall provide any required temporary power.

01701 ASBESTOS CONTAINING MATERIALS

No asbestos containing materials (ACM) shall be used for any aspect of this project. Contractors shall furnish to the Owner and the Architect certification that no ACM was employed in construction nor built into this project.

01900 ASBESTOS ABATEMENT

Not Applicable