



SCHOOL DISTRICT OF THE CITY OF SAGINAW

SAGINAW CAREER COMPLEX

CLASSROOM RENOVATION

SAGINAW, MICHIGAN

MAY 28, 2020



dlp designs, llc
ARCHITECT / PLANNER
4521 N. SAGINAW BAY SHORE DR.
PINCONNING, MI 48650
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SECTION 00 0100

PROJECT DIRECTORY

PROJECT: School District of the City of Saginaw
Saginaw Career Complex
Classroom Renovation

PROJECT LOCATION: Saginaw Career Complex
2102 Weiss Street
Saginaw, MI 48602

OWNER'S REP: ABM/Education
Contact: Timothy Furtaw II
1019 E. Genesee Ave.
Saginaw, MI 48607
(989) 577-0059
timothy.furtaw@abm.com

ARCHITECT: dlp designs
Contact: Daniel J La Pan, AIA
4521 N. Saginaw Bay Shore Dr.
Pinconning, MI 48650
(989) 598-5035
dlpdesignsaia@gmail.com

END OF SECTION 00 0100

SECTION 00 1000

ADVERTISEMENT FOR BID

Notice is hereby given that the Owner is receiving bid(s) from general contractor(s) for the following project:

**School District of the City of Saginaw
Saginaw Career Complex Classroom Renovation**

Complete proposals will be received for the following work categories in accordance with drawings and specifications as prepared by the Architects and/or Owner's Rep.

BID CATEGORY 1: GENERAL CONTRACTOR – ALL TRADES

Bids will be received at the Office of the Superintendent until **1:00 p.m. on Friday, June 12, 2020** at which time the bids will be publicly opened and read aloud. Bids may not be withdrawn for a period of sixty (60) days after the bid date.

Proposals should be submitted in TRIPLICATE and be addressed to:

Dr. Ramont Roberts – Superintendent
School District of the City of Saginaw
550 Millard Street
Saginaw, MI 48601

ABM is the Owner's Representative on this Project. Please do not phone, fax, or email bids to the Owner's Representative.

OWNERS RESERVATION OF RIGHTS

The Owner reserves the right to reject any, part of any or all bids and to waive all informalities in the bidding procedures. The Owner reserves the right to reject any bid when Bidder fails to submit data required by the Bidding Documents, or if the bid is submitted incomplete or irregular. No telephonic, email, fax bids or modification to a submitted bid will be received or considered by the Owner.

BID BONDS

Each bid that exceeds Fifty Thousand Dollars (\$50,000) must be submitted with an attached certified check or bid bond from a surety company approved to do business in the State of Michigan, payable to the Owner in an amount not less than five percent (5%) of the base bid.

FAMILIAL DISCLOSURE

Bidders **must** provide familial disclosure in compliance with MCL 380.1267 and attach this information to the bid. The bid shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the Owner or the employee of the bidder and any member of the board, intermediate school board, or board of directors or the superintendent of the school district, intermediate superintendent of the intermediate school district, or chief executive officer of the public school academy. **The District shall not accept a bid that does not include this sworn and notarized disclosure statement.**

PRE-BID CONFERENCE

The district will allow time on Thursday, June 4 from 10:00 AM until Noon for contractors to have access to the construction area for site reviews. Parking will be available in the front of the building.

SCHEDULE

Work may begin on June 15, 2020 and must be substantially complete by August 21, 2020.

QUESTIONS / RFI's

All questions regarding the plans and specifications are to be emailed to dlpdesignsaia@gmail.com.

DRAWINGS AND SPECIFICATIONS

Plans, Specifications and Addendums will be available for download from the R.C. Hendrick Plan Room located at www.rchendrick.com. Click on "Plan Room" and then follow the link to access the project files.

ADDENDUMS

Addendums will be posted to R.C. Hendrick's Online Plan Room. Addendums will be posted no later than 12:00 Noon on the day before the bid is due. **It is the responsibility of every bidder to check the project site for addendums and note them on the bid form.**

END OF SECTION 00 1000

SECTION 00 0110

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DRAWINGS FOR SAGINAW CAREER COMPLEX CLASSROOM RENOVATION

C1	Cover Sheet
A1	Demolition Plan
A2	Ceiling Demolition Plan
A3	Floor Plan
A4	Reflected Ceiling Plan
A5	Schedules/Arch. Specifications
M1	HVAC Demolition Plans
M2	HVAC Plans
M3	HVAC Details
M4	Mechanical Specifications
M5	Plumbing Plan, Water
M6	Plumbing Plan, Sanitary
E1	Electrical Specifications
E2	Electrical Specifications/Demolition Notes
E3	Power Demolition Plan
E4	Lighting Demolition Plan
E5	Lighting Plan
E6	Power Plan
E7	Occ Sensor Detail
E8	Wattstopper Detail
E9	Wattstopper Detail
E10	Corridor Control Detail/Schedules
E11	Panel Schedules
E12	Panel Schedules

END OF SECTION 00 0110

SECTION 00 2000

INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

Definitions set forth in the General Conditions of the Contract Construction, AIA Document A232 – Current Edition, and in other contract documents are applicable to the Bidding Documents.

Bidding Documents: Bidding Documents include the Drawings, Specifications, Addenda prepared by the Architects and Owner’s Representative and anything referenced within those documents.

Addenda: Addenda are written or graphic instruments issued prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

Bid: A bid is a complete and properly signed proposal to do the work for a stipulated sum, submitted in accordance with the Bidding Documents.

Base Bid: The sum stated in the Bid Form for which the Bidder offers to perform the work described in the Bidding Documents as the Base Bid.

Alternate: An alternate is an amount stated in the Bid to be added or deducted from the Base Bid if the corresponding change in the work, as described in the Bidding Documents, is accepted.

Bidder: A person or entity who submits a bid.

Furnish: This term is used to mean supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation and similar operations.

Install: The term is used to describe operations at the Project site including the actual unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

Provide: To furnish and install, complete and ready for the intended use.

2. Owner’s Representative

ABM has been selected by the Owner to organize the bidding process. ABM/Saginaw Public Schools will oversee the complete construction of the project.

3. BIDDING PROCEDURE

R.C. Hendrick's online Plan Room is the official location for all bidding documents. **It is each bidder's responsibility to ensure that they have viewed all addenda posted to the Plan Room.** Addendums will be posted no later than 12:00 Noon on the day before the bid is due.

This project is to be bid as a single **General Contractor** Construction project. Bidders are to bid the COMPLETE Project. Bids for partial categories or noting any exceptions may cause your bid to be rejected.

Each Bidder by submitting this Bid to the Owner represents that they have read and understand the Bidding Documents. Each bidder also represents that they have made a site inspection, familiarized themselves with the local conditions under which the work is to be performed, and have correlated observations with requirements of the Bidding Documents.

Bids shall be submitted in TRIPLICATE. (1) One Original and (2) Two Copies of the Bid Form are required. Fill in ALL blanks on the bid form. Information must be typed or in ink. Express sums in both words and figures. The amount in words will govern in case of a discrepancy. The signer of the bid must initial all interlineations, alterations and erasures.

Enclose the bid and other documents required in a sealed envelope. If the Bid is sent by mail, enclose the sealed envelope in a separate mailing envelope with "Sealed Bid Enclosed" printed on the envelope.

Address the envelope to the party receiving the bids and state project name, the bidder's name and address.

Bids will be **PUBLICLY/VIRTUALLY** opened approximately (15) fifteen minutes after the deadline to submit bids. Only properly identified bids received on time will be opened.

4. ALTERNATES

No alternates are listed at this time. Alternates may be listed during the bidding process and will be described in an Addendum. There are spots listed on the Bid Form for any alternate that may be added. Each bidder should review all Alternates and determine if what is described in the Specification and shown on the Drawings causes an addition or deduction to their Base Bid. Bidders shall indicate on the Bid Form if the Alternate is an ADD or DEDUCT to the Base Bid and indicate the costs associated. If the Alternate does not affect your scope of work, enter "No Change" in the space provided. The Owner will have the right to accept Alternates in any order or combination and to determine the low bidder on the basis of the sum of the base bid and the accepted Alternate.

5. VOLUNTARY ALTERNATES

The bidder may submit voluntary alternates with their bid. Voluntary Alternates are changes in scope or a specification. Voluntary alternates shall be listed in the appropriate space on the Bid Form. If additional pages are necessary, attach them to the end of the Bid Form on your company letterhead. Voluntary alternates will be reviewed after the award of a contract and the Owner reserves the right to accept or reject any Voluntary Alternate.

6. QUESTIONS AND DISCREPENCIES

Notify the Architect at least five (5) days prior to bid of ambiguities, inconsistencies, or error discovered upon examination of the Bidding Documents, site or local conditions. Submit requests for clarification or interpretation of the Bidding Documents in writing. Interpretation, correction, or change of the Bidding Documents will be made by Addendum, all other forms will be non-binding. Questions should be EMAILED to the Architect or Owners Rep.

7. SUBSTITUTIONS

The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality. Pre-Bid substitution requests must be submitted in writing and received by the Owners Representative at least seven (7) days prior to bid date. The burden of proof of the merit of the proposed substitute is upon the proposer. The Owner's decision of acceptance or rejection of a proposed substitution will be final.

Requests for substitutions shall include:

1. The name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cut-sheets, performance, test data and other information necessary for an evaluation.
2. A statement setting forth any changes in other materials, equipment, other work that incorporation of the substitute would require, shall be included.

8. MODIFICATION OR WITHDRAWAL OF A BID

A bid may not be modified or withdrawn following the time and date designated for the receipt of bids. Prior to the time and date designated for receipt of bids, a submitted bid may be withdrawn by notice to the party receiving bids at the place designated for receipt of bids. Notice shall be in writing over the signature of the bidder or in person. Withdrawal notice shall be submitted by mail, telegram, or fax postmarked on or before the date and time for receipt of bids. Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.

9. OWNER'S RESERVATION OF RIGHTS

The Owner reserves the right to reject any, part of any or all bids and to waive all informalities in the bidding procedures. The Owner reserves the right to reject any bid when Bidder fails to submit data required by the Bidding Documents, or if the bid is submitted incomplete or irregular. No telephonic, telegraphic, email, fax bids or modification to a submitted bid will be received or considered by the Owner.

The Owner will have the right to accept Alternates in any order or combination and to determine the low bidder on the basis of the sum of the base bid and the accepted Alternate.

It is the Owner's intent to award a contract to the lowest responsible and competent bidder provided the bid has been submitted in accordance with the requirements of the bidding documents and does not exceed the funds available for construction.

The Owner reserves the right to cancel the project and contract at any point. The contractor will be reimbursed for work performed up to cancellation based upon the amount of work completed.

10. BONDS

Bid Bond

Each bid which exceeds \$50,000 must be submitted with an attached certified check, money order, or a bid bond from a surety company approved to do business in the State of Michigan, payable to the **Owner** in an amount not less than 5% of the base bid sum of the work.

Performance Bond & Labor and Material Payment Bond

Prior to the execution of the contract, furnish bonds covering the faithful performance of the contract and the payment of all obligations arising there under. Include cost of bonds in the base bid. The bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of their power of attorney.

11. POST BID INFORMATION

The Bidder shall within seven (7) days of notification of selection for the award of the Contract for the work, submit the following information.

- A. Designation of the Work to be performed by the Bidder with his own forces.
- B. Proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the Work.
- C. List of names of the subcontractors or other persons or entities (including those who are to furnish materials or equipment fabricated to the special design) proposed for the principal portions of the Work.
- D. A list of proposed job site staff and home office staff directly involved with this Project. Indicate the qualifications, pay rates, titles, responsibilities, and duties of each person.
- E. Certificates evidencing insurance coverage in the amounts and types specified.
- F. An interim construction schedule in a bar graph format.
- G. A completed Schedule of Values in the format provided by the Owner.

The Bidder will be required to establish to the satisfaction of the Owner, the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

Prior to the award of the Contract, the Bidder will be notified in writing. If the Owner has reasonable objection to any proposed person or entity, the Bidder may at their option, (1) withdraw their bid or (2) submit an acceptable substitute person or entity with an adjustment in cost occasioned by such substitution. The Owner may at their discretion, accept the adjusted bid price or disqualify the Bidder.

The Owner reserves the right to request financial statements from the bidder before the award of a contract.

12. POST BID INTERVIEW

The selected Contractor as determined by the Owner may be required to attend a pre-contract award interview at the project site for the purpose of reviewing the submitted bid for compliance with specified products, methods of installation, warranties, general job procedures, post bid information and related items.

Meeting minutes of the pre-contract interview will be taken by the owners representative. Before concluding the interview, the minutes will be signed by those in attendance. The interview may be recorded in person or via conference call and will become part of the contract.

13. TAXES

Each bidder shall include in their proposal, and agree to pay, all fees and taxes including Sales and Use which they may be required to pay in connection with the performance of the contract. Also, the bidder includes and agrees to pay for all contributions to unemployment compensation, health and welfare, appropriate benefits, or other purposes now or hereafter during the term of the contract and the Owner and Owner's Representative shall not be liable for any additional charges.

14. INDEMNIFICATION AND GENERAL LIABILITY INSURANCE

Each trade contractor shall agree to indemnify and hold harmless the Owner, Architect and Owners Representative from and against any and all general liability claims whatsoever arising out of or occurring during and occasioned directly or indirectly by it's negligence or fault. Prior to entering into a contract, each trade contractor shall provide evidence satisfactory to the Owner, Architect and Owners Representative of adequate general liability insurance coverage which names the Owner, Architect and Owners Representative as additional insured. Each trade contractor shall also provide evidence of Worker's Compensation Insurance in the amounts required by the State of Michigan.

15. LOCAL PRODUCTS

All prime bidders, subcontractors and suppliers shall utilize products that are local to the region or State whenever possible where price, quality and performance are equal to or better than non-local products.

16. MINORITY SUBCONTRACTORS

Bidders are encouraged to use the services of minority subcontractors if possible in the pursuance of this project.

17. NON-COLLUSION CLAUSE

By submitting and signing the proposal form, the bidder declares that neither the bidding firm nor agents of the bidding firm or any other members of the proposed team have entered into any collusion or agreement concerning any aspect of the proposal.

18. CONSTRUCTION DOCUMENT RESPONSIBILITIES

All bidders are responsible for the COMPLETE set of drawings and specifications including the Front-End Specifications, Drawings (Architectural, Mechanical, and Electrical, etc.). Bidders are to familiarize themselves with the work of all trades and the coordination of work activities.

All bidders are to include, in their entirety, the work and instructions described in Division 0 – “Bidding and Contract Requirements” and Division 1 – “General Requirements.”

19. WARRANTY

All work shall be guaranteed for a period of twelve (12) months from the date of substantial completion of the entire Bid Package unless more specifically stated in the contract documents. All service during this 12-month period shall be rendered without charge to the Owner. This 12-month warranty does not replace any longer warranties required by the specifications.

20. SITE VISIT

All contractors are required to visit the site to familiarize themselves with existing conditions through either the organized pre-bid walk through (preferred) or a visit you have scheduled with the Owners Representative. Contractors shall not visit or walk through the site without permission from the Owners Representative.

21. FORMAT OF ELECTRONIC SUBMITTALS

When submitting information electronically all contractors shall use the Portable Document Format (.pdf) for all email attachments. Forms and requests that are submitted in a different format may be rejected resulting in delays to the schedule and payments.

22. ADDITIONAL SETS OF DRAWINGS AND SPECS

The Owner will not furnish additional sets to the successful bidder(s). Contractors will need to purchase or reproduce additional sets of plans and specifications at their own expense.

23. PERMITS AND INSPECTIONS

Contractors shall submit and pay for all applicable permits required for their work. Contractors shall also schedule timely inspections and provide inspection reports to the Owner. The Owner shall secure and pay for the Building Permit ONLY.

24. EXTRA WORK

The maximum amount of markup for extra work is 15% and that shall include overhead, profit, estimating expense, other office expense, insurance and bonds.

25. CLEANUP

All contractors shall provide daily and weekly cleanup including dust control. If contractors are not cleaning up, they shall be notified by the Owner and if there is not a response, the Owner will hire a cleaning company and backcharge the contractor(s).

26. LAYOUT

All contractors are responsible for their own layout and field dimensions.

27. TEMPORARY ENCLOSURES AND WEATHER PROTECTION

All temporary enclosures shall be weather-tight and secure at the end of every work day. Contractors shall be responsible for any damage due to enclosures not being weather-tight or not secure.

28. SWORN STATEMENTS AND WAIVERS

Sworn statements and waivers are required with every payment request. Final payment will not be issued without full unconditional waivers from all suppliers.

29. PROJECT CLOSEOUT

Closeout documents must be submitted in both paper and electronic (PDF) formats.

END OF SECTION 00 2000

SECTION 00 4000

BID FORM

TO: Dr. Ramont Roberts – Superintendent
School District of the City of Saginaw
550 Millard Street
Saginaw, MI 48601

RE: Saginaw Career Complex
Classroom Renovation

Having carefully reviewed the bidding documents described in Section 00 1000 and understanding the scope of work involved in the proposed Bid Category and those that interface with it, we hereby propose to furnish labor, materials, tools, equipment, supervision, insurance and services required for the completion of all work as the General Contractor in accordance with the Contract Documents prepared by the Architect and Owner’s Rep.

BIDDERS NAME: _____

CLASSROOM RENOVATION BASE BID:

Total Base Sum of _____
_____ Dollars \$ _____

ADDENDA:

And Having Received and Examined the Following Addenda: (include date for acknowledgement)

Addendum #: ____ Date: ____ / ____ / ____ Addendum #: ____ Date: ____ / ____ / ____
Addendum #: ____ Date: ____ / ____ / ____ Addendum #: ____ Date: ____ / ____ / ____

ALTERNATES:

Bidders shall indicate on the Bid Form if the Alternate is an ADD or DEDUCT to the Base Bid and indicate the costs associated. If the Alternate does not affect your base bid you must circle NO CHANGE.

Alternate No. 1: _____

ADD \$ _____

DEDUCT \$ _____

NO CHANGE

VOLUNTARY ALTERNATES / SUBSTITUTIONS:

Bidder is cautioned to bid on the "Standards" specified. The following substitutions from the "Standards" specified are listed herein for consideration, and if accepted, the contract sum may be adjusted in accordance with the following:

_____ Add / Deduct \$ _____
_____ Add / Deduct \$ _____

EXPERIENCE MODIFICATION RATE (EMR):

List the EMR for your firm as described by your insurance carrier for the past three (3) years.

2019 _____ 2018 _____ 2017 _____

TIME AND MATERIAL RATES: (REQUIRED)

Labor rates listed below include the following: Cost of labor including Michigan Single Business Tax, Social Security and Medicare, Federal and State Unemployment tax, and Fringe Benefits Under Collective Bargaining Agreements, and Worker’s Compensation Insurance. The rates listed below do not include overhead and/or profit. These rates are only for additions and/or deletions to the contract that could not have been anticipated at the time of the bid.

Trade	Straight Time	Shift Time	1 ½ Time	Double Time

IRAN BUSINESS RELATIONSHIP AFFIDAVIT:

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

WORK TIME:

The undersigned hereby agrees to complete the entire work per the Milestone Schedule.

CONTRACT:

The undersigned agrees that the above Base Bid Prices shall hold for 60 days and Alternate Prices for 120 days after receipt of proposals, to accept provisions of "Instructions to Bidders."

SUBMITTED BY:

Firm Name: _____

Address: _____

Signed: _____ Title: _____

Typed Name: _____ Date: _____

Phone: _____ Email: _____

If Bidder is a Corporation, indicate State of Incorporation: _____

If a Partnership, give full names of all Partners: _____

Please submit (3) copies and retain (1) copy for your records.

FAMILIAL DISCLOSURE STATEMENT

All bidders must complete the following familial disclosure form in compliance with MCL 380.1267 (Public Act 232 of 2004) and attach this information to the bid.

By the attached sworn and notarized statement we are disclosing the following familial relationship(s) that exists between the owner or any employee of the bidder and any member of the board, intermediate school board, or board of directors or the superintendent of the school district, intermediate superintendent of the intermediate school district, or chief executive officer of the public school academy. The Owner shall not accept a bid that does not include this sworn and notarized disclosure statement.

Disclose any familial relationship and complete the form below in its entirety:

The following are familial relationships as described above (provide employee name, family contact name, family contact position, and familial relationship or NONE.)

Signature(s): _____ Title: _____

Name of firm: _____

STATE OF MICHIGAN)
) SS
COUNTY OF)

On this _____ day of _____, 20____, before me a Notary Public in and for said county, personally appeared _____, agent of the said firm _____ and who acknowledged the same to be his free act and deed as such agent.

Notary Public

SECTION 00 7300

SUPPLEMENTARY CONDITIONS

GENERAL CONDITIONS

1. The General Conditions of this contract are the American Institute of Architects Standard Document A232-2009, titled "General Conditions of the Contract for Construction, Construction Manager as Adviser Edition." This document is hereby made part of the Contract Documents.
2. The following supplements modify AIA Document A232-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. 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.
3. References to Construction Manager may refer to a General Contractor or Multiple Prime Contractors when ABM is acting as an Owner's Representative for bidding purposes and does not provide any construction administration services.

ARTICLE 2 – OWNER

1. Delete subparagraph 2.2.5 and substitute:
2.2.5 – The Contractor will be furnished, subject to a deposit, all copies of drawings and specifications reasonably necessary for execution of the work as determined by the Owner.

ARTICLE 3 – CONTRACTOR

1. Add Section 3.4.2.1 to Section 3.4.2:
3.4.2.1 After the Contract has been executed, the Owner, Owner's Representative and Architect will consider requests for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 1 of the Specifications).
By making requests for substitutions, the Contractor:
 - .1 represents that it has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
 - .2 represents that it will provide the same warranty for the substitution as it would have provided for the product specified;
 - .3 certifies that the cost data presented is complete and includes all related costs for the substituted product and for Work that must be changed as a result of the substitution, except for the Architect's redesign costs, and waives all claims for additional costs related to the substitution that subsequently become apparent; and
 - .4 shall coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.
2. Delete subparagraph 3.4.3 and substitute:
3.4.3 The Contractor shall at all times enforce strict discipline and good order among the Contractor's employees and any subcontractor employed by the contractor and shall not employ on the work any unfit person or anyone not skilled in the task assigned to them.

3. Add subparagraph 3.7.6
3.7.6 Regarding OSHA fines: The Contractor for any fines incurred as a result of the Contractor shall reimburse the Owner for similar fines against the Owner.
4. Add subparagraph 3.9.4
3.9.4 The Owner reserves the right to cause the replacement of the superintendent, assistant superintendent or employee of the contractor who is not qualified, in the opinion of the Owner to do the work.

ARTICLE 5 – SUBCONTRACTORS

1. RE: Subparagraphs 5.2.1, 5.2.2, 5.2.3, and 5.2.4.
Delete the words, “the Construction Manager or Architect” and insert the words, “the Owner and Architect.”

ARTICLE 7 – CHANGES IN THE WORK

1. Add Subparagraph 7.1.4
7.1.4 The maximum allowable markup on Changes in the Work shall be eleven percent (15%) which includes overhead, profit, estimating expenses, other office expense, bond and insurance costs.”
2. RE: Subparagraph 7.3.7
Delete the words, “the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount.” and insert the words, “Section 7.1.4.”

ARTICLE 8 – TIME

1. Add subparagraph 8.3.4
8.3.4 Claims for Delay: In the event the contractor is delayed in completing the work by the Owner for any reason, whether intentional or otherwise, and the delay does not preclude the contractor from completing the work within the time period specified in the contract agreement, the contractor shall be entitled to no remedy for such delay.

ARTICLE 9 – PAYMENTS AND COMPLETION

1. Add subparagraph 9.3.1.3
9.3.1.3 Up to time the work is substantially complete, the owner will make monthly payments to the contractor, based on the schedule of values of 90% of the value of labor and materials incorporated in the work and of 90% of all tangible materials stored at the site during that month. The Owner will have retained five percent (5%) of the total contract price for “Closeout Materials” and five (5%) of the total contract price for “Punch List Completion”. The Contractor may request payment of the retained percentages upon completion of that portion of their Work.
2. Add subparagraph 9.3.1.4
9.3.1.4 Deliver estimates to the Owner for approval as agreed upon. The form of application for payment shall be AIA Document G732-2009, notarized by Contractor and supported by AIA Document G703 – Continuation Sheet.

3. Add clause .8 to subparagraph 9.5.1
 .8 Unsatisfactory clean-up in accordance with subparagraph 3.15.

ARTICLE 11 – INSURANCE AND BONDS

1. Add the following Sections 11.1.2.1 through 11.1.2.4 to Section 11.1.2:
11.1.2.1 The limits for Worker’s Compensation and Employers’ Liability insurance shall meet statutory limits mandated by State and Federal laws. If (1) limits in excess of those required by statute are to be provided, (2) the employer is not statutorily bound to obtain such insurance coverage, or (3) additional coverages are required, additional coverages and limits for such insurance shall be as follows:

WORKER’S COMPENSATION AND EMPLOYER’S LIABILITY INSURANCE:

Worker’s Compensation:	State of Michigan Statutory Limits
Employer’s Liability:	\$500,000 – each accident \$500,000 – disease (each employee) \$500,000 – disease (policy limit)

11.1.2.2 The limits for Commercial General Liability insurance including coverage for Premises-Operations, Independent Contractors’ Protective, Products-Completed Operations, Contractual Liability, Personal Injury and Broad Form Property Damage (including coverage for Explosion, Collapse, and Underground Hazards) shall be as follows:

COMMERCIAL GENERAL LIABILITY INSURANCE:

Bodily Injury	\$1,000,000 – each occurrence \$2,000,000 – aggregate
Property Damage	\$1,000,000 – each occurrence \$2,000,000 – aggregate
Fire Damage (any one fire)	\$100,000
Medical Expense (any one person)	\$5,000

Notes:

- (1) Products-Completed Operations Insurance shall be maintained for a minimum period of one (1) year after final payment.
 (2) The Owner, Architect and Construction Manager shall be listed as additional insured. The Owner shall be the certificate holder.

11.1.2.3 Automobile Liability insurance (owned, non-owned and hired vehicles) for bodily injury and property damage:

AUTOMOBILE LIABILITY INSURANCE:

Bodily Injury	\$1,000,000
Property Damage	\$1,000,000

11.1.2.4 Umbrella or Excess Liability Coverage:

UMBRELLA / EXCESS LIABILITY INSURANCE:

Umbrella/Excess Insurance	\$2,000,000 – each occurrence
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\$2,000,000 – aggregate

2. **Add Subparagraph 11.3.11**
11.3.11 The provisions of this paragraph 11.3 shall not operate to relieve the Contractor of responsibility for loss or damage to the Contractor's own or rented property or property of Contractor's employees of whatever kind or nature, including but not limited to: tools, equipment, forms, scaffolding and temporary structures, including their contents. The Owner shall in no event be liable for loss or damage to the aforementioned items or other property of the contractor that is not included in the permanent construction.
3. **Delete Subparagraph 11.3.7 Waivers of Subrogation**

ARTICLE 13 – MISCELLANEOUS PROVISIONS

1. **Delete subparagraph 13.6 – Interest in its entirety.**

END OF SECTION 00 7300