CONTRACT DOCUMENTS
FOR
ANN ARBOR DDA
FOREST AVENUE PARKING STRUCTURE FALL PROTECTION

Date: January 4, 2021

ANN ARBOR DOWNTOWN DEVELOPMENT AUTHORITY
150 South Fifth Avenue, Suite 301
Ann Arbor, Michigan 48104
PROJECT MANUAL
FOR:

Ann Arbor DDA
Forest Avenue Parking Structure Fall Protection

Ann Arbor, Michigan

BY: WGI, Inc.

5136 Lovers Lane
Kalamazoo, MI 49002

WGI PROJECT NO. 24206256.00

DATE: January 4, 2021
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</tbody>
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END OF SECTION 00 0110
SECTION 00 1116 - INVITATION TO BID

1.1 Project Information
   A. Notice to Bidders: Qualified bidders are invited to submit bids for Project as described in this Document according to the Instructions to Bidders.
   B. Project Identification: Ann Arbor DDA Forest Avenue Parking Structure Fall Protection.
      1. Project Location: Ann Arbor, Michigan.
   C. Owner: Ann Arbor Downtown Develop Authority
      150 South Fifth Street, Suite 301
      Ann Arbor, MI 48104.
      1. Owner's Representative: Ms. Jada Hahlbrock, Manager of Parking Services
   D. Engineer: WGI, Inc. is the lead designer, references to "Architect" within the project specifications will generally refer to WGI, Inc.
   E. Project Description: Project primarily consists of fall protection installation at Forest Avenue Parking Structure.
   F. Construction Contract: Bids will be received for the following Work:
      1. General Contract (all trades).

1.2 Bid Submittal and Opening
   A. Owner will receive electronic bids until the bid time and date at the e-mail addresses indicated below. Owner will consider bids prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:
      1. Bid Due Date: January 20, 2021
      2. Bid Time: 10:00 a.m., local time.
      3. E-mails: Jada Hahlbrock
                     Ann Arbor Downtown Development Authority
                     JHahlbrock@a2dda.org
                     And
                     Justin Thomson
                     WGI, Inc.
                     Justin.Thomson@wginc.com
   B. The Owner reserves the right to reject any or all Bids and to waive any informality of irregularity in the Bidding. The Owner also reserves the right to delete any item or portion of the work.
1.3 Bid Security
A. Bid security shall be submitted with each bid in the amount of 5 percent of the bid amount. No bids may be withdrawn for a period of 60 days after opening of bids. Owner reserves the right to reject any and all bids and to waive informalities and irregularities.

1.4 Prebid Conference
A. A virtual prebid conference for all bidders will be held at 10:00 AM (local time) on January 6, 2021 via Zoom video/audio conferencing. Prospective bidders are required to attend.
   1. Join from PC, Mac, iOS or Android: https://wginc.zoom.us/j/99812794748?from=addon
   2. Join from Telephone: +1 312 626 6799 or +1 929 436 2866 or +1 346 248 7799
      Meeting ID: 998 1279 4748

1.5 Documents
A. Contract documents are available electronically to all prospective bidders at the following websites.
   1. MITN Purchasing Group
      https://www.bidnetdirect.com/mitn/
   2. Ann Arbor Downtown Develop Authority
      https://www.a2dda.org/current-projects/

1.6 Time of Completion and Liquidated Damages
A. Bidders shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time. Work is subject to liquidated damages.

1.7 Bidder's Qualifications
A. Bidders must have experience with similar work, and must meet qualifications identified.
B. Bidders must be properly licensed under the laws governing their respective trades and be able to obtain insurance and bonds required for the Work. A Performance Bond, a separate Labor and Material Payment Bond, and Insurance in a form acceptable to Owner will be required of the successful Bidder.

END OF SECTION 00 1116
SECTION 00 2513 - PREBID MEETINGS

1.1 Prebid Meeting

A. Architect will conduct a virtual Prebid meeting as indicated below:

1. Meeting Date: January 6, 2021.
2. Meeting Time: 10:00 a.m., local time.
3. Zoom Video/Audio Conferencing:
   a. Join from PC, Mac, iOS or Android:
      https://wginc.zoom.us/j/99812794748?from=addon
   b. Join from Telephone: +1 312 626 6799 or +1 929 436 2866 or +1 346 248 7799
      Meeting ID: 998 1279 4748

B. Attendance:

1. Prime Bidders: Attendance at Prebid meeting is mandatory.
2. Subcontractors: Attendance at Prebid meeting is recommended.
3. Notice: Bids will only be accepted from prime bidders represented on Prebid Meeting sign-in sheet (virtual).

C. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes to attendees. Minutes of meeting are issued as Available Information and do not constitute a modification to the Procurement and Contracting Documents. Modifications to the Procurement and Contracting Documents are issued by written Addendum only.

1. Sign-in Sheet: Minutes will include list of meeting attendees.

END OF SECTION 00 2513
SECTIONS 00 5200 – AGREEMENT FORMS

PART 1 - GENERAL

1.1 Description

A. A written Agreement will be executed on the City of Ann Arbor Downtown Development Contract. Included within this section is the following:

- Instructions to Bidders: IB-1 to IB-2
- Proposal: P-1 to P-3
- Bid Form: BF-1 to BF-5
- Contract: C-1 to C-9
- Contractor Declaration: CD-1
- Contractor Affidavit: CA-1
- Standard Specifications: SS-1

PART 2 - PRODUCTS

2.1 Not Used.

PART 3 - EXECUTION

3.1 Not Used.

END OF SECTION 00 5200
INSTRUCTIONS TO BIDDERS

General

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

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

Any proposal that does not conform fully to these instructions may be rejected.

Proposals

Proposals must be submitted on the "Proposal Forms" and "Bid Forms" provided, with each blank properly filled in. Electronic proposals will be received via e-mail by the City of Ann Arbor DDA and WGI, Inc. at the time stipulated in the Advertisement.

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

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

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

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

Withdrawal of Bids

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

Contract Time

Time is of the essence in the performance of the work under this Contract. The available time for work under this Contract is indicated in Section II of the Contract. If these time requirements cannot be met, or if schedule improvements can be provided, the Bidder must stipulate on Bid Form Section 3 - Time Alternate its schedule for performance of the work. Consideration will be given to time in evaluating bids.

Liquidated Damages

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

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

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

Wage Requirements

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

Major Subcontractors

The Bidder shall identify each major subcontractor it expects to engage for this Contract if the work to be subcontracted is 15% or more of the bid sum or over $50,000, whichever is less. The Bidder also shall identify the work to be subcontracted to each major subcontractor.
City of Ann Arbor DDA  
150 South Fifth Avenue, Suite 301  
Ann Arbor, Michigan 48104

Ladies and Gentlemen:

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

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

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

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

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

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

The Bidder encloses a certified check or Bid Bond in the amount of 5% of the total of the Bid Price. The Bidder agrees both to contract for the work and to furnish the necessary Bonds and insurance...
documentation within 10 days after being notified of the acceptance of the Bid.

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

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

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

SIGNED THIS ____________________DAY OF ___________, 2021.

_________________________________
Bidder’s Name

_________________________________  ________________________________________________
Official Address  Authorized Signature of Bidder

_________________________________  ________________________________________________
Telephone Number  (Print Name of Signer Above)
LEGAL STATUS OF BIDDER

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

Bidder declares that it is:

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

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

_________________________________________________________________
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________

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

County of ___________, State of _____________________________

* An individual, whose signature with address, is affixed to this proposal: _________
  (initial here)
## BID FORM

Section 1 - Schedule of Prices

### Base Bid

<table>
<thead>
<tr>
<th>Work Item</th>
<th>Work Item Description</th>
<th>Ref. Spec. or Detail</th>
<th>Units</th>
<th>Total Bid Quantity</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Division 0 &amp; 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>Contractor Mobilization</td>
<td>Div. 0 &amp; 1</td>
<td>L.S.</td>
<td>1</td>
<td>n/a</td>
<td>$</td>
</tr>
<tr>
<td>1.2</td>
<td>Contractor General Requirements</td>
<td>Div. 0 &amp; 1</td>
<td>L.S.</td>
<td>1</td>
<td>n/a</td>
<td>$</td>
</tr>
<tr>
<td>Division 32</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>32.1</td>
<td>Install Fencing</td>
<td>1/AP501</td>
<td>L.F.</td>
<td>950</td>
<td>$</td>
<td>$</td>
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<tr>
<td>32.2</td>
<td>Fence Post Repair</td>
<td>4/AP501</td>
<td>EA.</td>
<td>10</td>
<td>$</td>
<td>$</td>
</tr>
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<td>32.3</td>
<td>Remove Rust &amp; Apply Cold Galvanizing to Anchor Plates &amp; Welds at Existing Fence Posts</td>
<td>05 5700</td>
<td>L.S.</td>
<td>1</td>
<td>n/a</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Base Bid</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

1. Bidder will complete the work for the following price as outlined in these documents, complete as specified, using equipment and materials only of the type and manufacturers where specifically named:

   **Total Base Bid** $________________________

2. Description of Abbreviations:
   a. L.F. = Lineal Feet
   b. S.F. = Square Feet
   c. L.S. = Lump Sum
   d. EA. = Each
   e. N.A. = Not Applicable

3. Total contract price shall include the summation of lump sum items, plus the summation of unit prices multiplied by the estimated quantities listed above.
4. Contractor shall submit a lump sum Contract price for all work included in the Drawings and Specifications except as modified herein. Costs for sealants and deck coating indicated in details should not be included in lump sum cost, unless noted. Lump sum price shall include all costs to provide, install, and/or repair work items including, but not limited to, labor, material, equipment, supervision, overhead, profits, etc. Specific lump sum work is described below:
   a. Project mobilization shall include General Contractor and Subcontractor mobilization costs. Include permits, temporary offices, etc. Provide itemized breakdown.
   b. Project General Requirements and all miscellaneous costs associated with completion of work in accordance with the Construction Documents. This shall include, but not be limited to, shoring, barricades, cleanup, dust and fume control, layout, equipment, waste disposal, documentation, obstruction removal and replacement, etc.

5. Provide unit prices for items listed above. These items shall be included in the total contract price. Unit prices shall include all costs to provide, install, and/or repair work item including, but not limited to, labor, materials, equipment, supervision, overhead, profits, etc.
   a. Quantities beyond those estimated shall be paid at the stated unit price, quantities less than estimated will be deducted from the Contract. Quantities may be distributed throughout the project, not necessarily in a single location.
   b. All prices to include demolition, unless noted.

6. The quantities appearing in the preceding Schedule are approximate. Payment to the Contractor will be made only for the actual quantities of Work performed and accepted in accordance with the contract unit prices. Any item and/or section within the Work may be deleted by the Owner.
   a. Refer to Drawings and Specifications for other Work required as part of this Contract but not listed in the above schedule.

7. The terms used in this Contract which are defined in the General Conditions of the Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.
   a. The quantities appearing in the preceding Schedule have been measured or estimated by the Supervising Professional. Contractor may rely upon these quantities in preparation of their pricing.
   b. Note that the items provided in the above list do not represent all of the General Requirement Work required by this Contractor.
The Base Bid proposal price shall include materials and equipment selected from the designated items and manufacturers listed in the bidding documents. This is done to establish uniformity in bidding and to establish standards of quality for the items named.

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

<table>
<thead>
<tr>
<th>Work Item</th>
<th>Work Item Description</th>
<th>Ref. Spec. or Detail</th>
<th>Units</th>
<th>Total Bid Quantity</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.1</td>
<td>Install Fencing – Posts w/ Paint System instead of Powder Coating</td>
<td>1/AP501 SIM.</td>
<td>L.F.</td>
<td>950</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>A.2</td>
<td>Install Fencing at Level 4 – Posts w/ Powder Coating</td>
<td>AP101</td>
<td>L.F.</td>
<td>475</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>A.3</td>
<td>Install Fencing at Level 4 – Posts w/ Paint System</td>
<td>AP101 SIM.</td>
<td>L.F.</td>
<td>475</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

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

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

Signature of Authorized Representative of Bidder
BID FORM

Section 3 - Time Alternate

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

Alternate A.1: Contract Time will be (increased / decreased / unchanged) by ________ days.

Alternate A.2: Contract Time will be (increased / decreased / unchanged) by ________ days.

Alternate A.3: Contract Time will be (increased / decreased / unchanged) by ________ days.

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

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

__________________________
Signature of Authorized Representative of Bidder
BID FORM

Section 4 - Major Subcontractors

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

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

<table>
<thead>
<tr>
<th>Subcontractor (Name and Address)</th>
<th>Work</th>
<th>Amount</th>
</tr>
</thead>
</table>

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

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

_________________________  __________________
Signature of Authorized Representative of Bidder
CITY OF ANN ARBOR DOWNTOWN DEVELOPMENT SERVICE AGREEMENT

SERVICE AGREEMENT BETWEEN

_______________________________ AND

CITY OF ANN ARBOR DOWNTOWN DEVELOPMENT AUTHORITY

The City of Ann Arbor Downtown Development Authority, a Michigan municipal corporation, having its offices at 150 S Fifth Avenue, Suite 301, Ann Arbor, Michigan 48104 (“DDA”) and ____________________________ Type of Business
_______________________________ agree as follows on this day of _____________, 2021.

The Contractor agrees to provide services to the DDA under the following terms and conditions:

I. DEFINITIONS

Ann Arbor Downtown Development Authority, also referred to as the DDA or the Owner.

Contract Administrator means the DDA representative authorized by the Ann Arbor Downtown Development Authority to act on the behalf of the Ann Arbor Downtown Development Authority.

Supervising Professional as defined in the General Conditions shall mean the Contract Administrator.

Design Professional means WGI Inc. (WGI). WGI is the lead designer, references to “Architect” or “Engineer” within the project specifications will generally refer WGI or a consultant to WGI.

Project means The Ann Arbor DDA Forest Avenue Parking Structure Fall Protection.

II. DURATION

This Agreement shall become effective on ______________, 2021, and shall remain in effect until satisfactory performance of all services or ______, whichever occurs first, unless terminated for breach or as provided in this agreement.

A. Successful bidder shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time.

B. The entire work for this Contract shall be completed within the time period shown below. Shorter completion times for certain portions of the work are specified in the Detailed Specifications.

1. Anticipated Contract Notice to Proceed: February 3, 2021
   (Subject to DDA Approval)
2. Construction: February 8, 2021 thru March 31, 2021

C. Failure to complete all the work within the time specified above, including any extension granted in writing by the Supervising Professional, shall obligate the
Contractor to pay the DDA, as liquidated damages and not as a penalty, an amount equal to $500.00 for each calendar day of delay in the completion of all the work. If any liquidated damages are unpaid by the Contractor, the DDA shall be entitled to deduct these unpaid liquidated damages from the monies due the Contractor.

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

Liquidated damages under this section are in addition to any liquidated damages due under Section 19 of the General Conditions.

III. SERVICES

A. General Scope: The Contractor agrees to furnish all of the materials, equipment and labor necessary; and to abide by all the duties and responsibilities applicable to it for the Project in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this Contract:

   Contract and Exhibits
   Bid No. and Addenda (if applicable)
   Bid Proposal of Contractor, dated __________

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

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

B. Quality of Services: The Contractor’s standard of service under this agreement shall be of the level of quality performed by businesses regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.

C. Compliance with Applicable Law: The Contractor shall perform its services under this Agreement in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

D. Location: The Contractor shall provide all of these services at the locations specified.

E. Reports/Surveys: The Contractor may rely upon the accuracy of reports and surveys provided to it by the DDA except when defects should have been apparent to a reasonably competent contractor or when it has actual notice of any defects in the reports and surveys.

IV. RELATIONSHIP OF PARTIES

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

B. The Contractor certifies that it has no personal or financial interest in the project other than the fee it is to receive under this agreement. The Contractor further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of services under this agreement. Further Contractor agrees and certifies that it does not and will not employ or engage any person with a personal or financial interest in this agreement.

C. Contractor does not have any authority to execute any contract or agreement on behalf of the DDA, and is not granted any authority to assume or create any obligation or liability on the DDA’s behalf, or to bind the DDA in any way.

D. Contractor certifies that it is not, and shall not become, overdue or in default to the City of Ann Arbor for any contract, debt, or any other obligation to the City including real or personal property taxes. The DDA shall have the right to set off any such debt against compensation awarded for services under this agreement.

V. COMPENSATION OF CONTRACTOR

The Contractor shall be paid on the basis of the bid price in the manner set forth in the Bid. The total fee to be paid the Contractor for the services shall not exceed____________________ ($______). Payment shall be made within 30 days of acceptance of the work by the Contract Administrator. It is understood and agreed between the parties that the compensation stated above is inclusive of any and all remuneration to which the Contractor may be entitled.

VI. INSURANCE; INDEMNIFICATION

A. The Contractor shall procure and maintain during the life of this Contract, including the guarantee period and during any warranty work, such insurance policies, including those set forth below, as will protect itself, the DDA, the University of Michigan, Republic Parking, and the Design Professional from all claims for bodily injuries, death or property damage which may arise under this Contract; whether the acts were made by the Contractor or by any subcontractor or anyone employed by them directly or indirectly. The insurance coverage afforded by the contractor to the DDA and the Design Professional shall be primary and not excess or contributory to any insurance the DDA or Design Professional may have on its own. The following insurance policies are required:

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

   Bodily Injury by Accident - $500,000 each accident
   Bodily Injury by Disease - $500,000 each employee
   Bodily Injury by Disease - $500,000 each policy limit

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

$2,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined.

$4,000,000 Per Job General Aggregate

$2,000,000 Personal and Advertising Injury

$4,000,000 Products and Completed Operations Aggregate

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

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

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

C. In the case of all Contracts involving on-site work, the Contractor shall provide to the DDA before the commencement of any work under this Contract documentation demonstrating it has obtained the above mentioned policies. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the DDA. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Contractor supplies a copy of the endorsements required on the policies. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the DDA. If any of the above coverages expire by their terms during the term of this Contract, the Contractor
shall deliver proof of renewal and/or new policies to the DDA at least ten days prior to the expiration date.

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

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

VII. COMPLIANCE REQUIREMENTS

A. Nondiscrimination. The Consultant agrees to comply and to require its subcontractor to comply, with the nondiscrimination provisions of Section 209 of the Elliot-Larsen Civil Rights Act MCL 37.2209). The Contractor further agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.

B. Wages: Under this Contract, the Contractor shall conform to Chapter 14 of Title I of the Code of the City of Ann Arbor as amended; which in part states "...that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. At the request of the City, any contractor or subcontractor shall provide satisfactory proof of compliance with the contract provisions required by the Section." Where the Contract and the Ann Arbor City Ordinance are silent as to definitions of terms required in determining contract compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used.

Further, to the extent that any employees of the Contractor providing services under this contract are not part of the class of craftsmen, mechanics and laborers who receive a prevailing wage in conformance with Section 1:319 of Chapter 14 of Title I of the Code of the City of Ann Arbor, the Contractor agrees to conform to Chapter 23, Living Wage, of Title I of the Code of the City of Ann Arbor, as amended. The Contractor agrees to pay those employees providing Services to the City under this Agreement a “living wage,” as defined in Section 1:815 of the Ann Arbor City Code; to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this agreement are working; to maintain records of compliance; if
requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

VIII. WARRANTIES BY CONTRACTOR

A. The Contractor warrants that the quality of its services under this agreement shall conform to the level of quality performed by businesses regularly rendering this type of service. The Contractor warrants that the work performed shall be free of defects and guaranteed for a period of one year.

B. The Contractor warrants that it has all the skills and experience necessary to perform the services it is to provide pursuant to this agreement. Further that it has available, or will engage, at its own expense, sufficient trained employees or subcontractors to provide the services specified in this Agreement.

C. The Contractor warrants that it is not, and shall not become overdue or in default to the City of Ann Arbor for any contract, debt, or any other obligation to the City of Ann Arbor including real and personal property taxes.

IX. TERMINATION OF AGREEMENT; RIGHTS ON TERMINATION

A. This agreement may be terminated by either party in the case of a breach of this agreement by the other party, if the breaching party has not corrected the breach within 15 days after notice of termination is given in conformance with the terms of this agreement. Breach under this terms of this Agreement shall include but not be limited to the failure to deliver service on time, poor quality materials or workmanship, failure to follow specifications identified in Article III above, or the unauthorized substitution of articles other than those quoted and specified in the bid documents.

B. The DDA may terminate this Agreement, on at least ten (10) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to the Contractor except the obligation to pay for services actually performed under the Agreement.

C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the DDA to effect continued payment under this Agreement are not appropriated or otherwise made available, the DDA shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to the Contractor. The Contract Administrator shall give the Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.

D. The remedies provided in this Agreement will be cumulative, and the assertion by a party of any right or remedy will not preclude the assertion by such party of any other rights or the seeking of any other remedies.

X. OBLIGATIONS OF THE DDA

A. The DDA agrees to give the Contractor access to staff and DDA managed
properties as required to perform the necessary services under the agreement.

B. The DDA shall notify the Contractor of any defects in the services of which the DDA has actual notice.

XI. ASSIGNMENT

A. The Contractor shall not subcontract or assign any portion of the services without prior written consent to such action by the DDA. Notwithstanding any consent by the DDA to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the DDA.

B. The Contractor shall retain the right to pledge payment(s) due and payable under the agreement to third parties.

XII. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other.

Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the CONTRACTOR, it shall be addressed and sent to:

If Notice is sent to the DDA, it shall be addressed and sent to:

Ann Arbor DDA
150 S Fifth Avenue,
Suite 301
Ann Arbor, MI 48107-8647
Attn: Ms. Jada Hahlbrock, Manager of Parking Services

XIII. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this agreement or the application of the provision to other parties or other circumstances.
XIV. **CHOICE OF LAW**

This agreement shall be construed, governed, and enforced in accordance with the laws of the State of Michigan. By executing this agreement, the Contractor and the DDA agree to venue in a court of appropriate jurisdiction sitting within Washtenaw County for purposes of any action arising under this agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

XV. **EXTENT OF AGREEMENT**

This agreement represents the entire understanding between the DDA and the Contractor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this agreement.

This agreement may be altered, amended or modified only by written amendment signed by the Contractor and the DDA.
FOR CONTRACTOR

By ____________________________
Authorized Representative

FOR THE CITY OF ANN ARBOR DDA

By ____________________________ Jessica A.S. Letaw, DDA Board Chair

By ____________________________ Maura Thomson, Interim DDA Executive Director
CONTRACTOR'S DECLARATION

I hereby declare that I have not, during the period ____________, 20__, to ____________, 20__, performed any work, furnished any materials, sustained any loss, damage or delay, or otherwise done anything in addition to the regular items (or executed change orders) set forth in the Contract titled ________________________________, for which I shall ask, demand, sue for, or claim compensation or extension of time from the DDA, except as I hereby make claim for additional compensation or extension of time as set forth on the attached itemized statement. I further declare that I have paid all payroll obligations related to this Contract that have become due during the above period and that all invoices related to this Contract received more than 30 days prior to this declaration have been paid in full except as listed below.

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

__________________________   __________________________
Contractor                                      Date

By: ____________________________
   (Signature)

Its: ____________________________
   (Title of Office)

Past due invoices, if any, are listed below.
CONTRACTOR'S AFFIDAVIT

The undersigned Contractor, ________________________________, represents that on ____, 20__, it was awarded a contract by the Ann Arbor Downtown Development Authority, Michigan to ________________________________ under the terms and conditions of a Contract titled ________________________________.

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

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

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

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

______________________________
Contractor

By ________________________________
(Signature)

Its ________________________________
(Title of Office)

Subscribed and sworn to before me, on this ____ day of ________, 20__
______________________________, _________ County, Michigan

Notary Public
My commission expires on:
STANDARD SPECIFICATIONS

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

A copy of the Public Services Department Standard Specifications may be purchased from the Project Management Division, (Fourth Floor, City Hall, Ann Arbor, Michigan), for $35.00 per copy. In addition, a copy of these Standard Specifications is available for public viewing at the same office, for review Monday through Friday between the hours of 8:30 a.m. and 4:00 p.m.
SECTION 00 6113 – PERFORMANCE AND PAYMENT BOND FORM

PART 1 - GENERAL

1.1 Description

A. The successful Bidder will be required to furnish bonds, in form and substance satisfactory to the Owner, covering faithful performance of the Contract and payment of obligations arising thereunder.

B. Performance Bond and Payment Bond shall be executed on standard AIA Document A312 in accordance with the General and Supplementary Conditions.

PART 2 - PRODUCTS

2.1 Not Used.

PART 3 - EXECUTION

3.1 Not Used.

END OF SECTION 00 6113
SECTION 00 7200 – GENERAL CONDITIONS

PART 1 - GENERAL

1.1 Description

A. The Ann Arbor Downtown Development Authority General Conditions of the Contract for Construction GC-1 to GC-14 included within this document are hereby made a part of the Contract Documents.

PART 2 - PRODUCTS

2.1 Not Used.

PART 3 - EXECUTION

3.1 Not Used.

END OF SECTION 00 7200
GENERAL CONDITIONS

Section 1 - Execution, Correlation and Intent of Documents

The contract documents shall be signed in 2 copies by the DDA and the Contractor.

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

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

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

Section 2 - Order of Completion

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

Section 3 - Familiarity with Work

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

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

Section 4 - Wage Requirements

Refer to Section VII of the Contract.
Section 5 - Non-Discrimination

Refer to Section VII of the Contract.

Section 6 - Materials, Appliances, Employees

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

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

Adequate sanitary facilities shall be provided by the Contractor.

Section 7 - Qualifications for Employment

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

Section 8 - Royalties and Patents

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

Section 9 - Permits and Regulations

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

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the contract documents are at variance with those requirements, it shall promptly notify the Supervising Professional in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work.
Section 10 - Protection of the Public and of Work and Property

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

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

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

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

Section 11 - Inspection of Work

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

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

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

Re-examination of any work may be ordered by the Supervising Professional, and, if so ordered, the work must be uncovered by the Contractor. If the work is found to be in accordance with the contract documents, the DDA shall pay the cost of re-examination and replacement. If the work is not in accordance with the contract documents, the Contractor shall pay the cost.
Section 12 - Superintendence

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

Section 13 - Changes in the Work

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

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

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

Section 14 - Extension of Time

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

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

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

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

Section 15 - Claims for Extra Cost

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

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

(1) The Contractor shall be reimbursed for all reasonable costs incurred in doing the work, and shall receive an additional payment of 15% of all the reasonable costs to cover both its indirect overhead costs and profit;

(2) The term "Cost" shall cover all payroll charges for employees and supervision required under the specific order, together with all worker's compensation, Social Security, pension and retirement allowances and social insurance, or other regular payroll charges on same; the cost of all material and supplies required of either temporary or permanent character; rental of all power-driven equipment at agreed upon rates, together with cost of fuel and supply charges for the equipment; and any costs incurred by the Contractor as a direct result of executing the order, if approved by the Supervising Professional;

(3) If the extra is performed under subcontract, the subcontractor shall be allowed to compute its charges as described above. The Contractor shall be permitted to add an additional charge of 5% percent to that of the subcontractor for the Contractor's supervision and contractual responsibility;

(4) The quantities and items of work done each day shall be submitted to the Supervising Professional in a satisfactory form on the succeeding day, and shall be approved by the Supervising Professional and the Contractor or adjusted at once;
(5) Payments of all charges for work under this Section in any one month, shall be made along with normal progress payments. Retainage shall be in accordance with Progress Payments - Section 16.

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

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

Section 16 - Progress Payments

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

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

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

With each invoice for periodic payment, the Contractor shall enclose a Contractor's Declaration - Section 43, and an updated project schedule per Order of Completion - Section 2. Contractor’s Declaration is included as specification section CD-1

Section 17 - Deductions for Uncorrected Work
If the Supervising Professional decides it is inexpedient to correct work that has been damaged or that was not done in accordance with the Contract, an equitable deduction from the Contract price shall be made.

Section 18 - Correction of Work Before Final Payment

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

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

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

Section 19 - Acceptance and Final Payment

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

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

1. The consent of the surety to payment of the final estimate;
2. The Contractor's Affidavit in the form required by Section 44. Contractor's Affidavit is included as specification section CA-1

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

The making and acceptance of the final payment shall constitute a waiver of all claims by the DDA except those arising from:
(1) unsettled liens;
(2) faulty work appearing within 12 months after final payment;
(3) hidden defects in meeting the requirements of the plans and specifications;
(4) manufacturer's guarantees.

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

Section 20 - Suspension of Work

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

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

Section 21 - Delays and The DDA’s Right to Terminate Contract

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

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

Section 22 - Contractor's Right to Terminate Contract

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

Section 23 – DDA’s Right To Do Work

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

Section 24 – Removal of Equipment and Supplies

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

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

Section 25 - Responsibility for Work and Warranties

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

The Contractor shall guarantee the quality of the work for a period of one year. The Contractor shall also unconditionally guarantee the quality of all equipment and materials that are furnished and installed under the contract for a period of one year. At the end of one year after the Contractor's receipt of final payment, the complete work, including equipment and materials furnished and installed under the contract, shall be inspected by the Contractor and the Supervising Professional. Any defects shall be corrected by the Contractor at its expense as soon as practicable but in all cases within 60 days. Any defects that are identified prior to the end of one year shall also be inspected by the Contractor and the Supervising Professional and shall be corrected by the Contractor at its expense as soon as practicable but in all cases within 60 days.
The Contractor shall assign all manufacturer or material supplier warranties to the DDA prior to final payment. The assignment shall not relieve the Contractor of its obligations under this paragraph to correct defects.

Section 26 - Partial Completion and Acceptance

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

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

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

Section 27 - Payments Withheld Prior to Final Acceptance of Work

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

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

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

Section 28 - Contractor's Insurance

A. The Contractor shall procure and maintain during the life of this Contract, including the guarantee period and during any warranty work, such insurance policies, including those set forth below, as will protect itself from all claims for bodily injuries, death or property damage which may arise under this Contract; whether the acts were made by the Contractor or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:

GC-10
1. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

- Bodily Injury by Accident - $500,000 each accident
- Bodily Injury by Disease - $500,000 each employee
- Bodily Injury by Disease - $500,000 each policy limit

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

   - $2,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined.
   - $4,000,000 Per Job General Aggregate
   - $2,000,000 Personal and Advertising Injury
   - $4,000,000 Products and Completed Operations Aggregate

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

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

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

C. In the case of all Contracts involving on-site work, the Contractor shall provide to the DDA before the commencement of any work under this Contract documentation demonstrating it has obtained the above mentioned policies. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the Ann Arbor Downtown Development Authority. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and
specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the DDA, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Contractor supplies a copy of the endorsements required on the policies. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the DDA. If any of the above coverages expire by their terms during the term of this Contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Department at least ten days prior to the expiration date.

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

Section 29 - Surety Bonds

Bonds will be required from the successful bidder as follows:

1. A Performance Bond to the Ann Arbor Downtown Development Authority for the amount of the bid(s) accepted.
2. A Labor and Material Bond to the Ann Arbor Downtown Development Authority for the amount of the bid(s) accepted.

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

Section 30 - Damage Claims

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

Section 31 - Refusal to Obey Instructions

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

Section 32 - Assignment

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

Section 33 - Rights of Various Interests
Whenever work being done by the DDA/City forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Supervising Professional, to secure the completion of the various portions of the work in general harmony.

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

Section 34 - Subcontracts

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

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

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

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

Section 35 - Supervising Professional's Status

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

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

Section 36 - Supervising Professional's Decisions

The Supervising Professional shall, within a reasonable time after their presentation to the Supervising Professional, make decisions in writing on all claims of the DDA or the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the contract documents.
Section 37 - Storing Materials and Supplies

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

Section 38 - Lands for Work

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

Section 39 - Cleaning Up

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

Section 40 - Salvage

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

Section 41 - Night, Saturday or Sunday Work

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

Section 42 - Sales Taxes

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

Note: Section 43 Contractor’s Declaration is included as section CD-1, and Section 44 Contractor’s Affidavit is included as section CA-1
SECTION 00 7300 – SUPPLEMENTARY CONDITIONS

PART 1 – GENERAL

1.1 Description

A. The following supplements shall modify, change, delete from or add to and shall take precedence over the General Conditions of the Contract for Construction. Where any portion of the General Conditions of the Contract for Construction is modified or any Paragraph, Subparagraph, or Clause thereof is modified or deleted by these supplements, the unaltered provisions of that Article, Paragraph, Subparagraph, or Clause shall remain in effect.

B. Definitions

1. Ann Arbor Downtown Development Authority, also referred to as the DDA or the Owner.
2. Design Professional or Architect: WGI, Inc. is the lead designer; references to “Architect” or “Engineer” within the project specifications will generally refer to WGI, Inc. or a consultant to WGI, Inc.
3. Contract Administrator means the DDA representative authorized by the Ann Arbor Downtown Development Authority to act on the behalf of the Ann Arbor Downtown Development Authority.
4. Supervising Professional as defined in the General Conditions shall mean the Contract Administrator.
5. Miscellaneous Definitions:
   a. “Provide” means to furnish, fabricate, complete, deliver, install and erect, including all labor, materials, equipment, apparatus, appurtenances, and expenses necessary to complete in place, ready for operation and use.
   b. “As shown,” “as detailed,” “as indicated” or words of similar import mean as shown, as detailed, or as indicated in the Documents.
   c. “As selected,” “as approved,” “as accepted” or words of similar import mean as selected by, as approved by, or as accepted by the Engineer.
   d. “Shall” means mandatory.
   e. “As required” means as prescribed by the Contract Documents.
   f. “As necessary” means essential to the completion of the Work.

B. The Specifications are separated into various Sections and Divisions in general accordance with the format established by the Construction Specifications Institute. No responsibility is assumed by the Owner nor the Architect for omissions or duplications by the Contractor in the completion of the Contract due to any alleged error in the arrangement of the material in the Specifications nor shall any such segregation of portions of the Work operate to make the Architect an arbiter in defining limits to the agreements between the Contractor and his Subcontractors or suppliers.

1. Work lists, if any, in the Specification Sections have been included as optional aids to the Contractor and not as limits or mandatory distributions of the work of the various trades involved in the Project. Because of the nature of the construction process, work
may be found to be described in one Section and listed in another. All work indicated or described in the Specifications is required regardless of its distribution. When items are stated as "included," the words "but not limited to" shall be assumed as implied. The final correlation of work lists is the responsibility of the Contractor.

2. The Specifications are of the abbreviated type and may include incomplete sentences. Omissions or phrases such as "The Contractor shall" or "complying with the requirements of" are intentional. Omitted words or phrases shall be supplied by inference in the same manner as they are when a "note" occurs on the Drawings. Words in the singular shall include the plural wherever applicable, or the context so indicates.

C. Contractor

1. The Contractor shall supervise and direct the Work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract. The Contractor shall review any specified or recommended construction or installation procedure, including those recommended by manufacturers, and shall advise the Architect: (1) if, in the Contractor’s opinion, the procedure deviates from good construction practice; or (2) if following the procedure will affect any warranties, including the Contractor’s general warranty; or (3) of any objections the Contractor may have to the procedure; or (4) if the Contractor proposes any alternative procedure which the Contractor is willing to warrant.

2. The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

3. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

4. Except in the case of minor changes in the Work authorized by the Architect, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

D. Contractor Schedule

1. The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner’s and Architect’s information a Contractor’s construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals not less than monthly as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The Owner’s or Architect’s silence with respect to a submitted construction schedule that exceeds time limits current under the Contract Documents shall not relieve the Contractor of its obligation to meet those time limits. The Owner’s or Architect’s silence shall not make the Owner or Architect liable for any Contractor damages incurred because of increased construction time or not meeting those time limits.
2. The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect’s approval. The Architect’s approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor’s construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

E. Shop Drawings & Coordination Drawings

1. Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work. The Contractor shall not submit any shop drawing that is merely a tracing or other copy of any of the Contract Documents. Each shop drawing shall be prepared by the Contractor, or a subcontractor or supplier of the Contractor and shall be submitted according to the project specifications.

2. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

3. The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

4. By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

5. The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

6. The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect’s approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation.
The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect’s approval thereof.

7. The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect’s approval of a resubmission shall not apply to such revisions.

8. Coordination Drawings. The Construction Drawings indicate the desired arrangement and approximate location for conduit, piping, and duct work, and other items of equipment. The Contractor shall issue coordination drawings to ensure that the Work is constructed in a manner to avoid obstructions, preserve head room, keep openings and other passageways clear, overcome interference with structural conditions, and coordinate with other trades. The Contractor shall provide coordination drawings for all mechanical, electrical, telecommunications, data, fire protection, and any other building systems. The Contractor is entitled to use the Architect’s electronic documents as backgrounds in preparing these drawings. The Contractor shall be responsible for proper installation and coordination of equipment in the space available.

F. Administration of the Contract

1. The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner’s representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

2. The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work is in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor’s rights and responsibilities under the Contract Documents.

3. On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

4. Except as otherwise provided in the Contract Documents, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect’s consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor.
Communications by and with separate contractors shall be through the Owner. Any direct communications between any of the Owner, Architect, and Contractor that affect the performance or administration of the Contract shall be made or confirmed in writing by the Contractor. Any such communications that represent a modification to the Contract requirements shall be documented as required by the Contract Documents.

5. The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

6. The Architect will review and approve, or take other appropriate action upon, the Contractor’s submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect’s action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect’s professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect’s review of the Contractor’s submittals shall not relieve the Contractor of its obligations. The Architect’s review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect’s approval of a specific item shall not indicate approval of an assembly of which the item is a component.

7. The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive and forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract and assembled by the Contractor.

8. Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

9. The Architect will review and respond to requests for information about the Contract Documents. The Architect’s response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

G. Section 13 – Changes in the Work
1. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Section and elsewhere in the Contract Documents.

2. A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

3. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

4. A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.
   a. A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.
   b. If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
      i. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation. The lump sum proposal shall be itemized for the various components of the Work, segregated by labor, materials, equipment, in a detailed format identifying unit quantities and unit prices, satisfactory to Owner. The Contractor will provide its itemized lump sum proposal and similar proposals for any Subcontractors and Sub-subcontractors;
      ii. Unit prices stated in the Contract Documents or subsequently agreed upon;
   c. Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect, in writing, of the Contractor’s agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.
   d. A Construction Change Directive signed by the Contractor indicates the Contractor’s agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
   e. Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect’s professional judgment, to be reasonably justified. The Architect’s interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order.
f. When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

5. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

H. Section 16 – Progress Payments

1. Except with the Owner’s prior approval, payments to the Contractor shall be subject to retention of not less than ten percent (10%).

I. Section 21– Contractor’s Insurance

1. Insurance requirements identified in the Contract supersede the General Conditions insurance requirements.

2. The Contractor’s insurance shall protect the Contractor and Owner from claims which may arise out of or result from the Contractor’s operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

3. The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect’s Consultants as additional insureds for claims caused in whole or in part by the Contractor’s negligent acts or omissions during the Contractor’s operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor’s negligent acts or omissions during the Contractor’s completed operations.

4. PROPERTY INSURANCE - Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder’s risk “all-risk” or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall not include coverage of losses of property other than the Project. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property required to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

a. Property insurance shall be on an “all-risk” or equivalent policy form and shall include insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft,
vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

b. If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor shall then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner.

c. If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles. The Contractor shall pay such deductibles to the extent such costs were caused by the Contractor or any person or entity performing or supplying any portions of the Work.

d. Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

PART 2 – PRODUCTS

2.1 Not used

PART 3 – EXECUTION

3.1 Not used

END OF SECTION 00 7300
SECTION 01 1000 – SUMMARY

PART 1 - GENERAL

1.1 Related Documents

A. The Conditions of the Contract for Construction and the General Requirements of Division 1 of these Specifications apply to the Work in this Section.

1.2 Description of the Work

A. The Work contemplated by the Contract Documents includes the Work of all trades required and all the labor, equipment, materials, and supervision necessary and incidental to the installation of fall protection fencing at the Forest Avenue Parking Structure.

B. Work will be performed at locations within the parking structure as shown on the Drawings.

C. Main items of the Work required in these areas are described in the Drawings and Specifications.

D. It shall be understood that where additional Work is described, but not specifically located and/or shown on the Drawings, the Contractor shall be responsible for locating and marking areas to be repaired.

1.3 Work by Others

A. The Owner may have other Work occurring within or adjacent to the Parking Structure at the same time as this Project. This Contractor shall cooperate at all times with the Owner to ensure that all Work proceeds without delay to scheduled completion.

1.4 Work Sequence

A. Prior to commencement of Work, Contractor shall meet with Owner and Engineer to establish sequence and schedule of Work.

B. Contractor shall notify Owner at least 24 hour prior to beginning any demolition or abrasive blasting operations.

C. Contractor shall remove dust and air transported abrasive from the remainder of the facility at the conclusion of abrasive blasting or demolition operations.

1.5 Project Meetings
A. Progress meetings will be held once every two weeks during construction.

1.6 Contractor Log

A. Contractor shall furnish and maintain one (1) log book at the Project site. Enter into this log each day:
   1. Weather conditions and temperature
   2. General progress of the Project
   3. Materials received
   4. Amount of materials placed
   5. Tests made
   6. Inspections made by other authorities
   7. All visitors to the Project site
   8. Unresolved problems

B. Submit for record one copy of the log to the Engineer weekly. Refer to the following page for sample log sheet indicating minimum requirements.

1.7 Examination of Site

A. The contractor shall visit the site of the Work, compare the Drawings and Specifications and other Contact Documents with existing conditions, including other’s work, if any, being performed. Failure to visit the site shall in no way relieve the Contractor from the necessity of furnishing of materials or performing any work that may be required to complete the work in accordance with the Contract Documents.

1.8 Verification of Existing Dimensions

A. Where the installation of new construction is dependent on existing dimensions, the Contractor requiring shall be responsible for the verification of existing dimensions prior to the construction or fabrication of materials.

PART 2 - PRODUCTS

2.1 Not used.

PART 3 - EXECUTION

3.1 Not used.

END OF SECTION 01 1000
CONTRACTOR'S LOG

Date: _________________________________ Weather Conditions
Job Location: ____________________________ Time: ___________ Temp: ___________
General Contractor: __________________________ Wind: 0-5 mph 5-10 mph 10-up

No. of Workers on Site: ___________________________
Sub-Contractors on Site: _______________________
Work Performed

Inspections, Tests Performed

Unresolved Problems

Materials Received

Change Orders Received

Visitors Representing

CC To: _______________________________ Signed: ______________________________

WGI, INC. SUMMARY
PROJECT NO. 24206256.00 01 1000 - 3
PART 1 - GENERAL

1.1 Related Documents
   A. The General Conditions of the Contract for Construction and the General Requirements of Division I of the specifications apply to the Work in this Section.

1.2 Summary
   A. This Section specifies administrative and procedural requirements for Alternates.
   B. An Alternate is an amount proposed by Bidders and stated on the Bid Form for certain construction activities defined in the Bidding Requirements that may be added to or deducted from Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in methods described in Contract Documents.
   C. The Owner reserves the right to reject all Alternates or accept any Alternates in order or combination and to determine the low bidder for each classification of Work on the basis of the sum of the base bid and the Alternates accepted.

1.3 Coordination
   A. Coordinate related Work and modify or adjust adjacent Work as necessary to ensure that Work affected by each accepted Alternate is complete and fully integrated into the project.

1.4 Notification
   A. Immediately following the award of the Contract, prepare and distribute to each party involved, notification of the status of each Alternate. Indicate whether Alternates have been accepted, rejected or deferred for consideration at a later date. Include a complete description of negotiated modifications to Alternates.

1.5 Schedule
   A. A "Schedule of Alternates" is included at the end of this Section. Specifications Sections referenced in the Schedule contain requirements for materials and methods necessary to achieve the Work described under each Alternate.
B. Include as part of each Alternative, miscellaneous devices, accessory objects and similar items incidental to or required for a complete installation whether or not mentioned as part of the Alternate.

PART 2 - PRODUCTS

2.1 Not used.

PART 3 - EXECUTION

3.1 Schedule of Alternates

A. Alternate A.1: Install Fencing – Posts w/ Paint System instead of Powder Coating

1. Install fencing at Levels 5 and 6 as indicated on Drawings AP102 and AP103. Posts with connection plates will be hot-dip galvanized and painted (instead of powder coating), similar to Detail 1/AP501.
2. Refer to Painting, Section 09 9100 (Alternate).
3. If this alternate is accepted it will replace Item 32.1 Install Fencing.

B. Alternate A.2: Install Fencing at Level 4 – Posts w/ Powder Coating

1. Install fencing at Level 4 as indicated on Drawing AP101. Posts with connection plates will be hot-dip galvanized and powder coated as indicated in Detail 1/AP501.
2. If this alternate is accepted it will be in addition to base bid.

C. Alternate A.3: Install Fencing at Level 4 – Posts w/ Paint System

1. Install fencing at Level 4 as indicated on Drawing AP101. Posts with connection plates will be hot-dip galvanized and painted (instead of powder coating), similar to Detail 1/AP501.
2. Refer to Painting, Section 09 9100 (Alternate).
3. If this alternate is accepted it will be in addition to base bid.

END OF SECTION 01 2300
SECTION 01 2900 – PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 Related Documents
   A. The General Conditions of the Contract for Construction and the General Requirements of Division I of these Specifications apply to the Work in this Section.

1.2 Project Pricing
   A. Bidder shall complete the Bid Form, including all requested information.
   B. Project pricing is a combination of lump sum work items and unit price work items.

1.3 Unit Prices
   A. Bidders shall submit unit prices for each unit price item listed in the Bid Form. The amount of each unit price shall be stipulated in the space provided in the Bid Form.

1.4 Lump Sum Prices
   A. Bidder shall submit lump sum prices for each lump sum item listed in the Bid Form. The amount of each lump sum price shall be stipulated in the space provided in the Bid Form.

1.5 Unit Price Quantity Measurement
   A. The Owner reserves the right to reject the Contractor’s measurement of work-in-place that involves use of established unit prices, and to have this Work measured by an independent surveyor acceptable to the Contractor at the Owner’s expense.
   B. Contractor shall maintain plan drawings locating all unit price repairs performed. Location and size of patches, overlays, etc. must be located on clean drawings. Separate drawings shall be maintained for each level and ceiling plan. Contractor shall submit copy of drawing identifying current quantities with each payment request. Work being invoiced must be properly identified. These drawings shall be incorporated into "Record Drawings" set required per Division 1.
   C. Quantity measurements shall be performed as described in Specification or shown on Drawings.

1.6 Application for Payment
A. The form of Application for Payment shall be notarized AIA Document G702, "Application and Certification for Payment," supported by AIA Document G703, Continuation Sheet.

B. Complete every entry on the form, including notarization and execution by person authorized to sign legal documents on behalf of the Owner. Incomplete applications will be returned without action.
   1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions have been made.
   2. Include amount of change orders issued prior to the last day of construction period covered by the application.

C. Submit three (3) executed copies of each Application for Payment to the Engineer. One copy shall be complete, including waivers of lien and similar attachments, when required.

D. Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:
   1. List of subcontractors
   2. List of principal suppliers and fabricators
   3. Schedule of Values
   4. Contractor's Construction Schedule (preliminary, if not final)
   5. Schedule of principal products
   6. Submittal Schedule (preliminary, if not final)
   7. List of Contractor's staff assignments
   8. List of Contractor's principal consultants
   9. Copies of permits
   10. Copies of authorizations and licenses from governing authorities for performance of the Work
   11. Initial progress report
   12. Certificates of insurance and insurance policies
   13. Performance and payment bonds (if required)
   14. Data needed to acquire Owner's insurance

E. Administrative actions and submittals which must precede or coincide with submittal of the final payment Application for Payment include the following:
   1. Completion of Project closeout requirements
   2. Completion of items specified for completion after Substantial Completion
   3. Assurance that unsettled claims will be settled
   4. Assurance that Work not complete and accepted will be completed without undue delay
   5. Transmittal of required Project construction records to Owner
   6. Proof that taxes, fees and similar obligations have been paid
   7. Removal of temporary facilities and services
   8. Removal of surplus materials, rubbish and similar elements
   9. Warranties

1.7 Waivers of Mechanics Lien

A. With each Application for Payment submit waivers of mechanics liens from subcontractors or sub-subcontractors and suppliers for the construction period covered by the previous application.
B. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.

C. When an application shows completion of an item, submit final or full waivers.

D. The Owner reserves the right to designate which entities involved in the Work must submit waivers.

E. Submit waivers of lien on forms, and executed in a manner acceptable to the Owner.

PART 2 - PRODUCTS

2.1 Not used.

PART 3 - EXECUTION

3.1 Not used.

END OF SECTION 01 2900
SECTION 01 3300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
   A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY
   A. Section includes requirements for the submittal schedule, construction schedule, and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
   B. Related Requirements:
      1. Submittals required for action and informational purposes are specified elsewhere.
   C. Submittals not requested from the Contractor will be returned stamped “No Architect/Engineer’s Action Required.”

1.3 DEFINITIONS
   A. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action. Action submittals are those submittals indicated in individual Specification Sections as “action submittals.”
   B. Informational Submittals: Written and graphic information and physical samples that do not require Engineer's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as “informational submittals.” Informational submittals may also be referred to as submittals “for record.”
   C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.
1.4 **ACTION SUBMITTALS**

A. **Submittal Schedule:** Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, testing, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Engineer and additional time for handling and reviewing submittals required by those corrections.

1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
2. List and identify those submittals required early because of long lead time for manufacture or fabrication.
3. Submit concurrently with the first complete submittal of Contractor's construction schedule.
   a. Submit revised submittal schedule regularly to reflect changes in current status and timing for submittals.
4. **Format:** Arrange the following information in a tabular format:
   a. Scheduled date for first submittal.
   b. Specification Section number and title.
   c. Submittal category: Action; informational.
   d. Name of subcontractor.
   e. Description of the Work covered.
   f. Scheduled date for Engineer's final release or approval.
   g. Scheduled date of fabrication.
   h. Scheduled dates for purchasing.
   i. Scheduled dates for installation.
   j. Activity or event number

1.5 **INFORMATIONAL SUBMITTALS**

A. **Contractor's Construction Schedule:** Prepare and submit within 10 days after the execution of the Contract an estimated construction progress schedule in bar chart form. Extend schedule from date established for the execution of the Contract to date of final completion.

1. Prepare a list of all activities required to complete the work. Identify critical path activities. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates.
2. Each activity in schedule shall contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, total float in calendar days, sequence requirements, and relationship of each activity in relation to other activities.
3. Coordinate construction schedule with the schedule of values, submittal schedule, progress reports, payment requests, and other required schedules and reports.
4. Schedule shall include provisions for submittal review time, resubmittal review time, procurement time, material cure time, adverse weather, and constraints and work restrictions in the Contract Documents.
5. Schedules for restoration work shall indicate the areas to be closed during each phase of construction and shall indicate the proposed traffic flow for each phase.
1.6 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
   1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
   2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
   3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
   4. All submittals shall be received in an orderly sequence and sufficiently in advance of construction requirements to allow time for checking, resubmitting and rechecking.
   5. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
      a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

B. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
   1. Submittal Review: Allow 10 working days for review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.

C. Submittal Format:
   1. Contractor may elect to provide submittals by paper submittals or electronic submittals. Format selected shall be used for entire project duration.
   2. For projects where electronic submittals are provided, a corresponding paper submittal may also be required where indicated.
   3. For projects where paper submittals are provided, Engineer may not return paper copies of submittals and return submittals electronically.

D. Paper Submittals: Place a permanent label or title block on each submittal item for identification.
   1. Indicate name of firm or entity that prepared each submittal on label or title block.
   2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Engineer.
   3. Include the following information for processing and recording action taken:
      a. Project name.
      b. Date.
      c. Name of Engineer.
      d. Name of Construction Manager.
      e. Name of Contractor.
      f. Name of subcontractor.
      g. Name of supplier.
      h. Name of manufacturer.
      i. Submittal number or other unique identifier, including revision identifier.
1) Submittal number shall use Specification Section number followed by a dash and then a sequential number (e.g., 03300-01). Resubmittals shall include an alphabetic suffix after another dash (e.g., 03300-01-A).

j. Number and title of appropriate Specification Section.

k. Drawing number and detail references, as appropriate.

l. Location(s) where product is to be installed, as appropriate.

m. Other necessary identification.

4. Transmittal for Paper Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Engineer will return without review submittals received from sources other than Contractor.

   a. Transmittal Form for Paper Submittals: Use transmittal form acceptable to Engineer and Owner, containing the following information:

      1) Project name.
      2) Date.
      3) Destination (To:).
      4) Source (From:).
      5) Name and address of Engineer.
      6) Name of Construction Manager.
      7) Name of Contractor.
      8) Name of firm or entity that prepared submittal.
      9) Names of subcontractor, manufacturer, and supplier.
     10) Category and type of submittal.
     11) Submittal purpose and description.
     12) Specification Section number and title.
     13) Specification paragraph number or drawing designation and generic name for each of multiple items.
     14) Drawing number and detail references, as appropriate.
     15) Indication of full or partial submittal.
     16) Transmittal number.
     17) Submittal and transmittal distribution record.
     18) Remarks.
     19) Signature of transmitter.

E. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:

   1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.

   2. Name file with submittal number or other unique identifier, including revision identifier.

   a. File name shall use project identifier and Specification Section number followed by a dash and then a sequential number (e.g., AADDA-03300-01). Resubmittals shall include an alphabetic suffix after another dash (e.g., AADDA-03300-01-A).

   3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Engineer.

   4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Engineer and Owner, containing the following information:
a. Project name.
b. Date.
c. Name and address of Engineer.
d. Name of Contractor.
e. Name of firm or entity that prepared submittal.
f. Names of subcontractor, manufacturer, and supplier.
g. Category and type of submittal.
h. Submittal purpose and description.
i. Specification Section number and title.
j. Specification paragraph number or drawing designation and generic name for each of multiple items.
k. Drawing number and detail references, as appropriate.
l. Location(s) where product is to be installed, as appropriate.
m. Related physical samples submitted directly.
n. Indication of full or partial submittal.
o. Transmittal number.
p. Submittal and transmittal distribution record.
q. Other necessary identification.
r. Remarks.

5. Metadata: Include the following information as keywords in the electronic submittal file metadata:
   a. Project name.
   b. Number and title of appropriate Specification Section.
   c. Manufacturer name.
   d. Product name.

F. Options: Identify options requiring selection by Engineer.

G. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor’s letterhead, record relevant information, requests for data, revisions other than those requested by Engineer on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.

H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
   1. Note date and content of previous submittal.
   2. Note date and content of revision in label or title block and clearly indicate extent of revision. Clearly indicate all changes that have been made by clouding and use of revision number in a triangular symbol.
   3. Resubmit submittals until they are marked with approval notation from Engineer’s action stamp.

I. Distribution: Furnish final submittals to Engineer, Owner, manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, testing agencies, and others as necessary for performance of construction activities. Show distribution on transmittal forms. Format and quantities of final submittals shall be coordinated with each recipient.
J. Review of resubmittals by the Engineer shall be limited to required corrections only, and the Contractor by resubmitting shall represent that the resubmittals contain no other alternations, additions or deletions. If additional changes have been made, same shall be specifically noted and described on the resubmittal.

K. Use for Construction: Retain complete copies of submittals on Project site available for review. Use only final action submittals that are marked with approval notation from Engineer's action stamp. Contractor shall provide “Issued for Construction for Field Use” drawings as required for all field construction activities which shall be based on and referenced to final action submittals marked with approval notation from Engineer’s action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
1. Submit electronic submittals via email as PDF electronic files.
   a. If electronic file size of submittal exceeds email size limits of either Contractor or Engineer, Contractor shall post to Project Web Site and notify Engineer via email that submittal has been posted.
   b. Engineer will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
2. Action Submittals: If paper copies are submitted or required, Submit three paper copies of each submittal unless otherwise indicated. Engineer will return two copies.
3. Informational Submittals: If paper copies are submitted or required, Submit two paper copies of each submittal unless otherwise indicated. Engineer will not return copies.
4. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Modify standard drawings to delete information which is not applicable to project.
4. Show dimensions and clearances.
5. Supplement standard information to provide additional information applicable to project.
6. Include the following information, as applicable:
   a. Manufacturer's catalog cuts.
   b. Manufacturer's product specifications.
   c. Standard color charts.
d. Statement of compliance with specified referenced standards.
e. Testing by recognized testing agency.
f. Application of testing agency labels and seals.
g. Notation of coordination requirements.
h. Availability and delivery time information.

7. Submit Product Data before or concurrent with Samples.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
   a. Identification of products.
   b. Schedules.
   c. Compliance with specified standards.
   d. Notation of coordination requirements.
   e. Notation of dimensions established by field measurement.
   f. Relationship and attachment to adjoining construction clearly indicated.
   g. Highlight with notation, encircle, or otherwise indicate deviations from Contract Documents.
   h. Seal and signature of professional engineer if specified.
2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches.

D. Samples: Submit Physical Samples for review and approval of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
2. Identification: Attach label on unexposed side of Samples that includes the following:
   a. Generic description of Sample.
   b. Product name and name of manufacturer.
   c. Sample source.
   d. Number and title of applicable Specification Section.
   e. Specification paragraph number and generic name of each item.
3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
   a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
   b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
5. The Engineer shall review and approve Contractor submittals such as schedules, products, materials, samples, and shop drawings for the limited purpose of conformance with the design concept and the information expressed in the Contract Documents.
6. The Engineer shall not be responsible for any deviations from the Contract Documents not brought to the attention of the Engineer in writing by the Contractor.
7. The Engineer shall not be required to review partial submittals or those for which submissions or correlated items have not been received. However, review of a specific item shall not indicate that the Engineer has reviewed the entire assembly of which the item is a component.

8. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
   a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Engineer will return submittal with options selected.

E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
   1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
   2. Manufacturer and product name, and model number if applicable.
   3. Number and name of room or space.
   4. Location within room or space.

F. Contractor's Construction Schedule:
   1. Contractor's Construction Schedule Updates: At bi-weekly intervals, update schedule to reflect actual construction progress and activities. Issue schedule before each regularly scheduled progress meeting. Issue schedule concurrently with each payment request.
      a. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
      b. Include a report with updated schedule that indicates every change, including, but not limited to, changes in critical path, activities, durations, and total float or slack time.
      c. As the Work progresses, indicate final completion percentage for each activity.
   2. Recovery Schedule: When periodic updates indicate the Work is [14] or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.
   3. Distribution: Distribute copies of schedule to Engineer, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
      a. When revisions are made, distribute updated schedules to the same parties. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

G. Application for Payment and Schedule of Values: Comply with requirements specified in Section 01 2900 "Payment Procedures"
   1. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 01 4100 "Testing Laboratory."
2. Promptly submit a written report of each test and inspection for record required of the
Contractor, PDF file and one (1) copy each to the Engineer and Owner. Each report shall
include:
   a. Date issued
   b. Project title and number
   c. Testing laboratory name, address, and telephone number
   d. Name and signature of laboratory inspector
   e. Date and time of sampling or inspection
   f. Record of temperature and weather conditions
   g. Date of test
   h. Identification of product and Specification Section
   i. Location of sample or test in the Project
   j. Type of inspection or test
   k. Results of tests and compliance with Contract Documents
   l. Interpretation of test results, when requested by the Engineer.

H. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified
in Section 01 7700 "Closeout Procedures"

I. Qualification Data: Prepare written information that demonstrates capabilities and experience of
firm or person. Include lists of completed projects with project names and addresses, contact
information of Engineers and owners, and other information specified.

J. Welding Certificates: Prepare written certification that welding procedures and personnel
comply with requirements in the Contract Documents. Submit record of Welding Procedure
Specification and Procedure Qualification Record on AWS forms. Include names of firms and
personnel certified.

K. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that
Installer complies with requirements in the Contract Documents and, where required, is
authorized by manufacturer for this specific Project.

L. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that
manufacturer complies with requirements in the Contract Documents. Include evidence of
manufacturing experience where required.

M. Product Certificates: Submit written statements on manufacturer's letterhead certifying that
product complies with requirements in the Contract Documents.

N. Material Certificates: Submit written statements on manufacturer's letterhead certifying that
material complies with requirements in the Contract Documents.

O. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's
standard form, indicating and interpreting test results of material for compliance with
requirements in the Contract Documents.

P. Product Test Reports: Submit written reports indicating that current product produced by
manufacturer complies with requirements in the Contract Documents. Base reports on
evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

Q. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
   1. Name of evaluation organization.
   2. Date of evaluation.
   3. Time period when report is in effect.
   4. Product and manufacturers' names.
   5. Description of product.
   6. Test procedures and results.
   7. Limitations of use.

R. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

S. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

T. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

U. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW AND RESPONSIBILITIES

A. The submittals are not to be considered a part of the Contract Documents.

B. Submittals shall demonstrate the Contractor understands and has interpreted the intent of the design as detailed and specified in the Contract Documents. The Contractor shall check and approve submittals for accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction precautions and verification of field dimensions or conditions. The Contractor’s responsibility for errors and omissions in submittals is not relieved by Engineer’s review of submittals.
C. All submittals to the Engineer shall be routed through the Contractor and bear the Contractor's Approval Stamp certifying they have been reviewed, checked, and approved for compliance with the Contract Documents. All submittals to the Engineer that are without this stamp of approval or that contain obvious errors or have not been checked or have been checked superficially will be returned unchecked and unstamped by the Engineer for resubmission by the Contractor.

1. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

D. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.

E. Project Closeout and Maintenance Material Submittals: See requirements in Section 01 7700 "Closeout Procedures"

3.2 ENGINEER'S ACTION

A. The Engineer shall review and approve or take other appropriate action on the Contractor's submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. Review of a specific item shall not indicate that the Engineer has reviewed the entire assembly of which the item is a component. The Engineer shall not be responsible for any deviations from the Construction Documents not brought to the attention of the Engineer in writing by the Contractor. The Engineer shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

B. Action Submittals: Engineer will review each submittal, make marks to indicate corrections or revisions required, and return it. Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action, as follows:

1. The “actions taken” appearing on the Engineer's Approval Stamp shall be defined as follows:

   a. “No Exceptions Taken” – Fabrication and/or installation may be undertaken. Acceptance does not authorize changes to the Contract Sum or Contract Time unless stated in separate letter or Change Order.

   b. “Exceptions Noted (No Resubmit)” – Fabrication and/or installation may be undertaken. Exceptions as noted are to be incorporated. Acceptance does not authorize changes to the Contract Sum or Contract Time unless stated in separate letter or Change Order.
c. “Resubmit with Corrections” – Fabrication and/or installation MAY NOT be undertaken until exceptions as noted are incorporated and resubmitted for approval. Revision does not authorize changes to the Contract Sum or Contract Time.

d. “Not Reviewed (Filed For Record)” – Submittal not requested from the Contractor and was not reviewed.

e. “Rejected” – Fabrication and/or installation MAY NOT be undertaken. Submittal is too incomplete or does not meet Contract Documents. Resubmit for approval.

C. Informational (or For Record) Submittals: Engineer will review each submittal for conformance with submittal requirements only and not its content. Engineer will not return the submittal, or will return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.

D. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Engineer.

E. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

F. Submittals not required by the Contract Documents may be returned by the Engineer without action.

END OF SECTION 01 3300
| Project: __________________________ | Project No: __________________________ |
| Contractor: __________________________ | Subcontractor: __________________________ |
| Supplier: __________________________ | Manufacturer: __________________________ |
| Date: __________________________ | Revision Date: __________________________ |

Submitted Product: __________________________
Specification Section: __________________________
ASTM NO or Federal Spec: __________________________
Specified Material?: Yes / No
Product Use: __________________________
Ref Drwg # and Detail: __________________________
Date Submittal Received by WGI: __________________________
WGI Comments: __________________________

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________________________
________________________

Contractor Comments: __________________________
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Contractor’s Approval Stamp

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WGI, INC.
PROJECT NO. 24206256.00

SUBMITTAL PROCEDURES
01 3300 - 13
SECTION 01 5526 – TEMPORARY TRAFFIC CONTROL

PART 1 - GENERAL

1.1 Related Documents

A. The Conditions of the Contract for Construction and the General Requirements of Division I of these specifications apply to the Work in this Section.

1.2 Traffic Control

A. Within 15 days after execution of the Contract, determine the vehicle and pedestrian traffic flow and the signage for each phase of construction to maintain the traffic flow throughout the parking structure.

B. Provide and maintain all drive lanes, entrances, exits, and safeguards required or necessary to the progress of the Work, and effectively control such traffic in a manner to provide minimum hazard to the Work and all persons.

C. Route all construction equipment, trucks, and similar vehicles via existing public streets to and from the structure as approved by the governing authorities and the Owner.

D. Maintain constant access for police, fire, and ambulance service.

E. Provide and maintain for proper control of traffic and safety of all concerned, including all necessary barricades, suitable and sufficient lights, reflectors and danger signals, warning and closure signs and directional signs.

F. Indicate by day and by night all restricted and dangerous conditions existing on or adjacent to the structure. Illuminate at night all barricades and danger signals, warning signs and obstructions. Keep all lights burning from sunset until sunrise.

G. Vehicle and pedestrian traffic flow inside and outside of the structure shall be maintained to provide easy entry and exit from the structure and to all parking areas.

1.3 Signage

A. Provide and maintain traffic signs through the duration of the Project to assist in traffic direction.

B. Provide signs necessary to inform visitors and employees of closings and traffic flow modifications, both inside and outside of the structure. Sign wording, appearance and placement shall be approved by Owner.

C. Work will not be permitted to proceed until required signage is in place.
1.4 **Reference Standards**

A. Comply with the following reference standard; except where more stringent requirements are indicated on the Drawings or specified herein:

1. Federal Highway Administration.

**PART 2 - PRODUCTS**

2.1 Frames may be new or used, wood or metal, in sound condition and structurally adequate.

2.2 Signs shall be a minimum of half-inch exterior grade plywood.

2.3 Lettering shall be a minimum height of four inches and stenciled.

2.4 Paint shall be exterior quality and the color of the lettering shall be black on a highway orange background.

**PART 3 - EXECUTION**

3.1 Install at a height of optimum visibility, on frames or attached to structural surfaces.

3.2 Relocate support signs as required by progress of the Work.

3.3 Maintain signs and supports in a neat, clean condition; repair damages to support or sign.

3.4 Remove signs, framing and supports at completion of Project.

END OF SECTION 01 5526
PART 1 - GENERAL

1.1 Related Documents

A. The Conditions of the Contract for Construction and the General Requirements of Division I of these specifications apply to the Work in this Section.

1.2 Barricades

A. Provide and maintain suitable barricades as required to prevent public entry, and to protect the Work, existing facilities, trees and plants from construction operations; remove when no longer needed, or at completion of Work. Barricades shall conform to city and state laws, ordinances, permit requirements.

B. The Contractor shall provide and maintain all necessary barricades for safe conduct of his work, or as required by federal, state or local laws or ordinances and in accordance with OSHA requirements and other requirements of this Specification.

C. Provide and maintain suitable barricades as required for protection of open excavations and post with warning lights.

1.3 Enclosures

A. Enclosures shall be sufficient to prevent entrance/exit or infiltration of rain, water, wind or other elements, and which will prevent undue heat loss from within an enclosed area.

B. Provide adequate ventilation and protection to provide construction personnel with safe working environment.

C. Prevent hazardous accumulations of dusts, fumes, mists, vapors, or gases in areas occupied during construction. Provide local exhaust ventilation to prevent harmful dispersal of hazardous substances into atmosphere of occupied areas. Dispose in manner that will not result in harmful exposure to person. Ventilate storage spaces containing hazardous or volatile materials.

D. Contractor shall submit to the Owner, for approval, proposed methods used to contain dust and fumes in work area.

E. Contractor shall be responsible for any damage to vehicles due to the construction.

1.4 Construction/Maintenance
A. Contractor shall be responsible for design, construction and maintenance of all barricades and enclosures.

PART 2 - PRODUCTS

2.1 Materials may be new or used, suitable for intended purpose.

PART 3 - EXECUTION

3.1 Installation

A. Install barricades and enclosures of a neat and reasonable uniform appearance, structurally adequate for the required purposes.

B. Maintain barricades and enclosures during entire construction period. Relocate barricades and enclosures as required with progress of construction.

3.2 Removal

A. Completely remove barricades and enclosures when construction has progressed to the point that they are no longer needed.

B. Clean and repair damage caused by installation of barricades and enclosures.

END OF SECTION 01 5600
SECTION 01 6000 – PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 Related Documents
A. The Conditions of the Contract for Construction and the General Requirements of Division 1 of these Specifications apply to the Work in this Section.

1.2 Material and Equipment
A. Comply with the applicable specifications and standards.
B. Comply with size, make, type, and quality specified.
C. Manufactured and fabricated products
   1. Design, fabricate, and assemble consistent with the current engineering and shop practices.
   2. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
   3. Two or more items of the same kind shall be identical, by the same manufacturer.
D. Do not use material or equipment for any purpose other than that for which it is designed or specified.

1.3 Manufacturer’s Instructions
A. When Contract Documents require that installation of work shall comply with manufacturer’s printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including two copies to the Engineer. Maintain one set of complete instructions at the job site during installation and until completion.
B. Handle, install, connect, clean, condition, and adjust products in strict accord with such instructions and in compliance with specified requirements.
   1. Should job conditions or specified requirements conflict with manufacturer’s instructions, consult with the Engineer for further instructions.
   2. Do not proceed with work without clear instructions.

1.4 Transportation and Handling
A. Arrange deliveries of products in accordance with construction schedules, coordinate to avoid conflict with Work and conditions at the site.
1. Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
2. Immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals and that products are properly protected and undamaged.

B. Provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.

1.5 Storage and Protection

A. Store products in accord with manufacturer's instructions and as required by the technical specification, with seals and labels intact and legible.
   1. Store products subject to damage by the elements in weather tight enclosures.
   2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.

B. Exterior storage
   1. Store fabricated products above the ground on blocking skids, prevent soiling or staining. Cover products which are subject to deterioration with impervious sheet coverings, provide adequate ventilation to avoid condensation.
   2. Store loose granular materials in a well drained area on solid surfaces to prevent mixing with foreign matter.

C. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under specified conditions, and free from damage or deterioration.

D. Protection after installation
   1. Provide substantial coverings as necessary to protect installed products from damage from weather, traffic and subsequent construction operations. Remove when no longer needed.

PART 2 - PRODUCTS

2.1 Not used.

PART 3 - EXECUTION

3.1 Not used.

END OF SECTION 01 6000
SECTION 01 7423 – FINAL CLEANING

PART 1 - GENERAL

1.1 Related Documents
   A. The Conditions of the Contract for Construction and the General Requirements of Division 1 of these specifications apply to the Work in this Section.

1.2 Work Included
   A. Facilities, equipment and labor for cleaning and waste disposal during construction and for final cleaning.

1.3 Responsibilities
   A. Contractor and each subcontractor and installer is responsible for specific cleaning operations of his work to the extent specified in the appropriate Specification Sections.
   B. Employ workmen or professional cleaners experienced in the specific cleaning operations.

1.4 Cleanup
   A. Conduct clean up and disposal operations to comply with applicable anti-pollution laws and local ordinances.
      1. Burning or burying of waste materials on the project site is not permitted.
      2. Disposal of volatile fluids and wastes in storm or sanitary sewers, or into streams or waterways, is not permitted.

PART 2 - PRODUCTS

2.1 Cleaning Materials
   A. Use cleaning materials for surfaces as recommended by Manufacturer.

PART 3 - EXECUTION

3.1 Cleanup
A. At the time each work task is completed, clean the area involved to a condition suitable for occupancy and restore minor or superficial damage. Replace units and elements which are damaged beyond successful repair.

B. Oversee cleaning and ensure that building, grounds, and public properties are maintained free from accumulation of waste materials and rubbish.

C. Take measures to prevent spread of trash, debris, cartons, packaging or other waste materials on or off the project site by wind.

D. Sprinkle dusty debris with water.

E. At reasonable intervals during progress of work, clean up site and access and dispose of waste materials, rubbish and debris.

F. Clean adjacent and nearby streets of dirt occasioned by construction operations; frequency and methods as required by governing authority.

G. Clean all surfaces of concrete paste.

3.2 Disposal

A. Each Contractor or Subcontractor, in addition to the responsibilities set forth in the General Conditions, shall at all times keep the premises free from accumulation of waste materials or rubbish caused by the Work or his employees.

B. Establish and enforce a daily system for collecting and disposing of waste materials from construction areas and elsewhere at the project site. Provide suitable trash containers at a central collection point on the site. Provide chutes or other suitable means for removing trash safely and cleanly from elevated portions of the work.

C. Contractor and each Subcontractor and Installer is responsible for cleaning and removal of his trash and debris to the collection point.

D. Do not hold collected materials at the site for periods of more than seven days. Handle hazardous, dangerous or unsanitary wastes separately from other waste materials, by containerizing properly. Dispose of each category of waste material in a lawful manner. Comply with federal, state, and local regulations for removal of combustible waste material and debris.

E. Concrete debris shall be removed from the site and legally disposed of by concrete installer.

3.3 Project Closeout

A. At the completion of the Project, the Contractor shall restore or replace all property damaged by his Work.

B. Final cleaning shall include, as a minimum:
1. Remove grease, paint, dust, soil, stains, labels, fingerprints, writing, and other foreign materials from sight-exposed interior and exterior finished surfaces.
2. Clean all hardware.
3. Clean all plumbing fixtures.
4. Clean all lighting fixtures.
5. Repair, patch and touch up marred surfaces to specified finish to match adjacent surfaces.
6. Clean all maintenance, storage and mechanical rooms in parking structure.
7. Water blast floor surfaces at all Levels of Work performed.

END OF SECTION 01 7423
SECTION 01 7700 – CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 Related Documents

A. The Conditions of the Contract for Construction and the General Requirements of Division I of these Specifications apply to the Work in this Section.

1.2 Cleaning and Closeout

A. Refer to Section 01 7423 Final Cleaning for final cleaning of jobsite.

B. A punch list consisting of copies of the plans showing locations of unacceptable items and an attached explanation of the nature of the unacceptable work shall be delivered to the Contractor after substantial completion of the Project.

C. The Contractor shall submit "Record Drawings" after substantial completion of the project. The "Record Drawings" shall include, but not be limited to, the copies of the Drawings incorporating all changes and bulletins (enclosed in clouds), all shop drawings incorporating all changes (enclosed in clouds), and all approved submittals. Any dimensions beyond the tolerances of those established by nationally recognized standards for the specific CSI division or section applicable shall be included on the record drawings.

D. Record Drawings shall also include location and size of all concrete patches and cracks.

E. Closeout submittals include, but are not limited to, the following:
   1. Project record documents
   2. Operation and maintenance data
   3. Maintenance manuals
   4. Extra stock
   5. Certificate of Inspection
   6. Warranties

F. Evidence of payments and release of liens:
   2. Contractor's Affidavit of Release of Liens: AIA G706A, with:
      a. Consent of Surety to Final Payment: AIA G707
      b. Contractor's release of waivers of lien for subcontractors, suppliers and others with lien rights against property of Owner, together with list of those parties.

1.3 Project Record Documents

A. Maintain at Project site, one copy of:
CLOSEOUT PROCEDURES

WIGI, INC.
PROJECT NO. 24206256.00

Ann Arbor DDA
Forest Avenue Parking Structure Fall Protection

1. Contract Drawings (blueline prints)
2. Project Manual, including agenda
3. Approved Shop Drawings
4. Change Orders and Field Change Authorization
5. Other modifications to Contract
6. Field test records

B. Store documents in temporary field office apart from documents used for construction. Provide files and racks for storage of documents.

C. Maintain documents in clean, dry, legible conditions; do not use record documents for construction purposes.

D. Make documents available at all times for inspection by Engineer and Owner.

E. Contract Drawings: Legibly mark using a red pencil for all graphic work and red ink for all written work to record actual construction:
   1. Field changes of dimension and detail.
   2. Changes not made by change order and field change authorization.
   3. Details not on original Contract Drawings.

F. Specifications and Addenda: markup each Section to record:
   1. Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.
   2. Change made by change order, field change authorization and notice of clarification.
   3. Other matters not originally specified.

G. Shop Drawings: Maintain as record documents; legibly annotate Shop Drawings to record changes made after approval.

H. At completion of Project, deliver Record Documents to Engineer.

1.4 Warranties and Bonds

A. The act of the Contractor in executing the Agreement for this Work shall be considered as his acceptance of the following guarantee covering the Project:
   1. Any materials, workmanship or equipment furnished as a part of this Project which prove defective or fail to operate properly, within one (1) year, or as otherwise specified in the Contract Documents, of the date of acceptance of the Work required under this (or substantial completion of the) Project (damage by wear and tear, violence or casualty not the fault of the Contractor excepted), shall be repaired and replaced by the Contractor promptly upon notification from the Owner and without cost to the Owner.
   2. This guarantee provision shall apply regardless of whether or not such defective workmanship, materials or equipment are listed in the final punch list. Date of acceptance (or substantial completion) will be established by the Owner and Engineer upon finding all items of this Project substantially complete as to quality of workmanship and materials. Also see Division 7 for additional guarantees.
3. Contractor shall provide warranty commencing on the date of Project acceptance. Completion of various Project phases shall not initiate commencement of warranty in these specific areas. A single Project warranty date, at Project acceptance, will constitute commencement of warranty,

NOTE: Some areas of Project may be open to vehicular traffic and subject to wear (i.e. coatings, sealants, expansion joints) prior to commencement of warranty.

PART 2 - PRODUCTS

2.1 Not used.

PART 3 - EXECUTION

3.1 Not used.

END OF SECTION 01 7700
SECTION 05 5700 – MISCELLANEOUS METALS

PART 1 - GENERAL

1.1 Related Documents

A. Conditions of Contract for Construction and General Requirements of Division 1 of these Specifications apply to Work in this Section.

1.2 Work Included

A. Work of this Section shall include all labor, materials, equipment, and supervision necessary to complete installation of miscellaneous metals as indicated on Drawings and listed below:
   1. Assemble fence posts with connection plates.
   2. Repair existing fence posts, connection plates and welds.

1.3 Related Work

A. Following Work is related to this Section:
   1. Submittal Procedures Section 01 3300
   2. Painting Section 09 9100 (Alternate)
   3. Special Coatings Section 09 9700
   4. Fences and Gates Section 32 3100

1.4 Design


1.5 Reference Standards

A. Comply with provisions of following codes and standards, latest editions except where more stringent requirements are indicated on Drawings or Specifications.
   1. American Institute Steel Construction
   2. American Iron and Steel Institute
      a. AISI Specifications for the Design of Cold-Formed Steel Structural Members.
   3. American Welding Society
      a. AWS D 1.1 Structural Welding Code - Steel.
      b. AWS D 1.3 Structural Welding Code - Sheet Steel.
c. AWS D 1.6 Structural Welding Code - Stainless Steel.

4. Steel Structures Painting Council (SSPC)
   a. Steel Structures Painting Council Manual, Volume I, Good Painting Practices
   b. Steel Structures Painting Council Manual, Volume II, Systems and Specifications

5. American Concrete Institute.
   a. ACI 301, Standard Specification for Structural Concrete.

6. American Society Testing Materials
   a. As specified herein.

1.6  Quality Control

A. Use welders with current AWS certifications for required welding Work.

1.7  Submittals

A. For review and approval detailed shop drawings indicating all information necessary for fabrication and erection of miscellaneous metals. Include following:
   1. Material data
   2. Erection marks and location
   3. Dimensions and weight of member(s)
   4. Shop and field connections
   5. Erection details
   6. Paint Primer

B. For review and approval AWS welder certification.

1.8  Field Conditions

A. Field Measurements: Verify actual locations of walls and other construction contiguous with metal fabrications by field measurements before fabrication.

1.9  Transportation and Handling

A. Deliver all miscellaneous metals to Project site and handle and store in such a manner as not to damage or distort material.

B. Handle so as not to damage coating system.

C. Replace damaged material at no additional expense to Owner.

PART 2 - PRODUCTS

2.1  Steel Plates, Shapes, and Bars
2.2 **Steel Pipe**
   A. ASTM A 53; Grade B

2.3 **Fasteners**
   A. Adhesive Anchors: Refer to Fences and Gates, Section 32 3100

2.4 **Galvanizing**
   A. Steel shall be galvanized except where noted otherwise.
   B. Hot Dip Galvanized Finish: Apply zinc coating by the hot-dip process to steel according to ASTM A 123/A 123M.
      1. Hot-dip galvanized coating shall be applied after welded fabrication is complete.
      2. Hot-dip galvanized coating is not to be passivated for steel receiving final coating system.
      3. Fill vent and drain holes that are exposed in the finished Work unless they function as weep holes, by plugging with zinc solder and filing off smooth.

2.5 **Final Coating Systems**
   A. Powder Coating: Refer to Special Coatings, Section 09 9700
   B. Steel Coating System (Alternate): Refer to Painting, Section 09 9100
   C. Coatings shall be shop applied.

**PART 3 - EXECUTION**

3.1 **Inspection**
   A. Inspect area to receive Work and report immediately in writing to Engineer, as required in General Conditions, any unacceptable conditions. Do not proceed with Work until unsatisfactory conditions have been corrected in an acceptable manner. Commencement of erection implies acceptance of related Work.
   B. Take field measurements prior to preparation of Shop Drawings and fabrication.
3.2 Fabrication

A. Preassemble miscellaneous metal items in the fabricating shop to the greatest extent possible to minimize field splicing and assembly. Disassemble units only to the extent necessary because of shipping and handling limitations. Clearly mark the units for later reassembly and coordinated installation. Field cutting of miscellaneous metal items not allowed. Field punched holes in metal items for purposes of attachment or other reasons is not allowed.

B. All steel miscellaneous metals shall be hot dip galvanized unless noted.

C. Weld all shop connections unless indicated or specified otherwise.

D. Weld corners and seams continuously and in accordance with requirements of AWS Code.

E. Grind exposed welds smooth and flush to match and blend with adjoining surfaces.

F. Work to be performed only by welders qualified in accordance with requirements of AWS Code.

G. Fabricate Work exposed to view true to line and level with accurate angles and surfaces and straight sharp edges. Ease exposed edges to a radius of approximately 1/32 inch, unless otherwise indicated on Drawings.

H. Cut, reinforce, drill and tap miscellaneous metal as may be required to receive finish hardware and similar items of Work.

I. Fabricate miscellaneous metal to sizes, shapes and profiles and of dimensions to receive adjacent Work.

3.3 Installation – General

A. Install manufactured items in strict accordance with Manufacturer’s current written instructions.

B. Set all Work accurately to lines and levels, plumb and secure.

C. Install members, bolts, anchors, etc. to be covered, inserted or built-in as Work progresses.

D. Provide anchorage devices and fasteners where necessary for securing miscellaneous metal items to in-place construction.
   1. For post-installed anchorage to concrete construction, provide stainless steel anchorage devices and fasteners. Locate reinforcement prior to drilling.

E. Provide all other Work as indicated on Drawings or necessary to complete miscellaneous metal Work.

F. Fit exposed connections accurately together to form tight hairline joints. Weld connections which are not to be left as exposed joints, but cannot be shop welded because of shipping size limitations.
G. Grind exposed joints smooth and touch-up shop paint coat. Do not weld, cut or abrade surfaces of exterior units which have been hot-dip galvanized after fabrication, and are intended for bolted or screwed field connections.

H. Perform cutting, drilling and fitting required for installation. Set Work accurately in location, alignment and elevation, plumb, level, true and free of rack, measured from established lines and levels.

I. Comply with AWS Code for procedures of manual shielded metal-arc welding, appearance and quality of welds made, and methods used in correcting welding Work.

3.4 Repairs and Protection

A. Galvanized Surfaces: Clean areas where galvanizing is damaged or missing and repair galvanizing to comply with ASTM A 780/A 780M.
   1. Galvanizing repair areas include but are not limited to:
      a. Field welded connections
      b. Existing steel concrete embedments connecting to new framing
      c. Existing steel framing connecting to new framing
      d. Damaged galvanized coatings for pieces not rejected per ASTM A 123/A 123M.
   2. Zinc Spray (Metallizing) – AWS C2.2
      a. Surface Preparation: SSPC-SP 10, "Near White Metal."
      b. Coating thickness shall equal or exceed hot dip thickness requirements per ASTM A 123/A 123M.
      c. Apply clear top coat.
   3. Zinc-Rich Paint
      a. Surface Preparation: SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
      b. Coating thickness: Minimum of 6 mils (dry film) to be applied in multiple coats per manufacturer’s instructions
      c. Acceptable materials are:
         1) ZRC Cold Galvanizing Compound, Z.R.C. Worldwide, Marshfield, Massachusetts
         2) ZRC Galvilite, Z.R.C. Worldwide, Marshfield, Massachusetts
         3) or Approved Equal
      d. Prepare trial areas with ZRC Galvalite and ZRC Cold Galvanizing Compound for Engineer review and material selection.

B. Final Coating System: Clean areas where final coating system is damaged or missing and repair according to Manufacturer's instructions. No painting shall be done in freezing weather.

3.5 Cleanup

A. Remove all dirt, tags, and foreign materials from miscellaneous metals.

END OF SECTION 05 5700
SECTION 09 9100 – PAINTING (ALTERNATE)

PART 1 - GENERAL

1.1 Related Documents

A. The Conditions of the Contract for Construction and the General Requirements of Division 1 of these specifications apply to the Work in this Section.

1.2 Work Included

A. The Work of this Section shall include furnishing all permits, labor, materials, equipment, and services to prepare and paint as indicated on the Drawings.

1. Painting of hot-dip galvanized fence posts with connection plates.

1.3 Related Work

A. The following Work is related to this Section:

1. Alternates Section 01 2300
2. Submittal Procedures Section 01 3300
3. Miscellaneous Metals Section 05 5700
4. Fences and Gates Section 32 3100

1.4 Reference Standards

A. Comply with the requirements of the current edition of the specifications or standard listed, except where more stringent requirements are indicated on the Drawings or specified herein:

1. Steel Structures Painting Council (SSPC), Volume I, Good Painting Practices and Volume II, Systems and Specifications
2. Local, state, or federal laws and regulations governing Volatile Organic Compounds (VOC) in paint or paint products.

1.5 Quality Control

A. Fabricated posts with connection plates will be hot-dip galvanized. Manufacturer shall review and provide recommendations for surface preparation and primer.

B. Provide coating systems produced by the same Manufacturer.
1.6 Submittals

A. Submit for review and approval Manufacturer's Spec Data Sheets for paint systems; including primer, intermediate, and final coats.

B. Submit for record Safety Data Sheets for all materials used.

C. Submit for record certification of compliance with local and federal guidelines governing paint application.

1.7 Environmental Requirements

A. Manufacturer and Contractor are required to confirm that all materials used in accordance with this Section conform to local, state, and federal environmental and workers’ safety laws and regulations.

B. It shall be the sole responsibility of the Contractor to provide any and all necessary containment to protect on site and adjoining property from damage during cleaning and coating operations.

C. It shall also be the sole responsibility of the Contractor to meet all regulations regarding air quality emission standards, OSHA, NFPA, EPA and other governing law set by local, state and federal agencies.

1.8 Transportation and Handling

A. Deliver all materials to site in original, unopened containers designated by the Contractor.

B. Store materials under cover and protected from the weather. Replace packages of materials showing any signs of damage with new material at no additional cost to Owner.

C. Mix and prepare coatings only in areas designated by the Contractor for that purpose.

D. Provide clean cans and buckets required for mixing coatings and for receiving rags and other waste materials associated with painting. Clean buckets regularly. At the close of each day’s work remove used rags and other waste materials associated with painting.

E. Take precautions to prevent fire in or around coatings materials. Provide and maintain hand fire extinguisher near storage and mixing area.

1.9 Basis of Payment

A. Painting cost shall be included with cost for fencing.

PART 2 - PRODUCTS
2.1 Steel Coating System

A. Provide coating system consisting of primer (5-7 mil dry film thickness) and 1 to 2 urethane finish coats (2-3 mil dry film thickness per coat) in accordance with Manufacturer’s recommendations.

B. Prime coat and finish coat shall be from same Manufacturer and of a different color.

C. Manufacturer to provide recommendation for primer for galvanized surfaces.

D. Approved primer and urethane finish coat systems are:

1. PPG Industries System
   a. Primer: Rapid Coat Epoxy
   b. Urethane: Pitthane Ultra
2. Or Approved Equivalent

PART 3 - EXECUTION

3.1 General

A. Inspect surfaces to which paint will be applied and report immediately in writing to the Engineer as required in the General Conditions any conditions detrimental to the proper execution of this work.

B. Do not proceed until unsatisfactory conditions are acceptably remedied. Commencement of work implies acceptance of related work.

C. No coating system shall be applied without the approval of the Engineer as to the proposed method of the surface preparation.

D. Before commencing work, make certain that the surface is in proper condition to receive coating system, that surfaces are clean, dry, smooth, and at proper temperature as recommended by Manufacturer.

E. Provide adequate ventilation to remove fumes to a safe location and to confine and control fumes so that life or property is not endangered.

F. Protect all adjacent surfaces, vehicles and equipment from overspray.

G. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer’s written instructions.

3.2 Preparation

A. Mask all boundaries to provide straight edges.
B. Do not intermix materials of different character or different Manufacturer.

C. Do not thin material except as recommended by Manufacturer.

D. Preparation of galvanized metal surfaces:
   1. Surface preparation for galvanized metal surfaces shall be in accordance with manufacturers recommendations.

3.3 Application

A. Work shall be done by skilled craftsmen who are qualified to perform the required work and shall be done in a manner comparable to the best standards of practice found in that trade. All material shall be evenly applied so as to be free from sags, runs, crawls, wrinkles, holidays, or any other application defects. All brushed coats shall be of the proper consistency and properly brushed out so as to show the minimum of brush marks. When finished and dried, brush strokes shall appear in the vertical direction only, and there shall be no curved brush marks showing. All coats shall be thoroughly dry before the succeeding coat is applied.

B. In applying coatings by spray gun, the material shall be applied in a wet coating that remains glossy wet for at least twenty seconds after application. Spraying shall be done in the crisscross lap method of spraying, striking first in one direction and shortly thereafter spraying across this same section at right angles to the first set of passes, so as to provide a continuous wet film of the finish coat.

C. Coating systems shall be applied in accordance with the Manufacturer's printed instructions for that particular coating.

D. Where more than two coats are specified, each subsequent coat shall be of sufficient color difference that holidays, skips, thin spots, etc. can be easily be seen in contrast with the preceding coat.

3.4 Repair

A. Paint damage is to be repaired by the re-application of the paint system in accordance with the Manufacturer's recommendations.

B. Apply additional coats if the coating does not completely hide the undercoat.
SECTION 09 9700 – SPECIAL COATINGS

PART 1 - GENERAL

1.1 Related Documents

A. The Conditions of the Contract for Construction and the General Requirements of Division 1 of these specifications apply to the Work in this Section.

1.2 Work Included

A. The Work of this Section shall include furnishing all labor, materials, equipment, and supervision to install a coating system, including surface preparation, in accordance with the Drawings and Specifications.

1. Powder coating of hot-dip galvanized fence posts with connection plates.

1.3 Related Work

A. The following Work is related to this Section:

1. Submittal Procedures Section 01 3300
2. Miscellaneous Metals Section 05 5700
3. Fences and Gates Section 32 3100

1.4 Quality Control

A. General

1. The coating Installer shall be approved by the coating Manufacturer.
2. Installer shall have a minimum of three (3) years experience in the application of one of the approved coating systems.
3. Determine alkalinity and moisture content of surfaces to be coated by performing appropriate tests. If surfaces are found to be unsuitable for coating, correct this condition prior to coating. Do not coat surfaces with moisture contents exceeding Manufacturer's limits.
4. Provide coating system produced by the same Manufacturer.
5. Comply with the requirements of the current edition of the specifications or standard listed, except where more stringent requirements are indicated on the Drawings or specified herein:
1.5 Mock-up

A. Provide a mock-up of each item to be coated for Owner review and approval. Approved mock-up shall serve as standard for all future coating.

1.6 Submittals

A. Submit for record certification that the coating system is compatible with all of the products in Divisions 5 and 32 to which it will come in contact.

B. Submit for review and approval a complete description of the coating system proposed, including the materials, surface preparation, and cure times, including repair materials for pitting, bug holes, pop-outs, and cure times.

C. Submit for review and approval Manufacturer's Spec Data Sheets of each product to be used.

D. Submit for record Material Safety Data Sheets of each product, solvent, or related chemicals to be used and certification that the materials conform to local, state, and federal environmental and worker's safety laws and regulations.

E. Submit for review and approval standard color chart.

F. Submit for record dry and wet film thickness test results and adhesive testing results. Include date, weather, and other pertinent information.

1.7 Environmental Requirements

A. Manufacturer and Installer are required to confirm that all coating materials used in accordance with this Section conform to local, state, and federal environmental and workers' safety laws and regulations.

1. VOC content of materials shall not exceed the limits per Environmental Protection Agency Natural Volatile Organic Compound Emission Standards for Architectural Coatings (40CFR59).

B. The Installer is solely responsible for fume control and shall take all necessary precautions against injury to personnel or adjacent building occupants during application. As a minimum, Installer shall take the following precautions:

1. Provide and maintain barricades.
2. Locate and protect building air intakes during application.
3. Follow all state, federal, and local safety regulations.
4. Follow all Manufacturers' safety requirements.
5. Dispose empty containers immediately and properly.
6. Use protective equipment.
7. Ensure work area is well vented to the outside.
1.8  **Transportation and Handling**

A. Deliver all materials to site in original, unopened containers, bearing the following information:

1. Name of product
2. Name of Manufacturer
3. Date of Manufacturer
4. Lot or batch number

B. Store materials under cover, protected from the weather, within the Manufacturer's recommended temperatures ranges. As a minimum above 40 degrees F.

C. Replace containers or materials showing any signs of damage with new material at no additional cost to the Owner.

1.9  **Basis of Payment**

A. Powder coating shall be included with cost for fencing.

**PART 2 - PRODUCTS**

2.1  **Powder Coating Systems**

A. Powder-Coat Finish: Prepare, treat, and coat galvanized metal to comply with resin manufacturer's written instructions and as follows:

1. Prepare galvanized metal by thoroughly removing grease, dirt, oil, flux, and other foreign matter.
2. Treat prepared metal with zinc-phosphate pretreatment, rinse, and seal surfaces.
3. Apply thermosetting polyester or acrylic urethane powder coating with cured-film thickness not less than 1.5 mils (0.04 mm).
4. Color to match coating of chain link fabric and shall be approved by Owner.

**PART 3 - EXECUTION**

3.1  **General**

A. Inspect surfaces to which coating system will be applied and report immediately in writing to the Engineer as required in the General Conditions any conditions detrimental to the proper execution of this work. Do not proceed until unsatisfactory conditions are acceptably remedied. Commencement of work implies acceptance of related work.

B. No coating system shall be applied without the approval of the Engineer as to the proposed method of the surface preparation.
C. Before commencing work, make certain that the surface is in proper condition to receive coating system, that surfaces are clean, dry, smooth, and at proper temperature as recommended by Manufacturer.

D. Provide adequate ventilation to remove fumes to a safe location and to confine and control fumes so that life or property is not endangered.

E. Protect all adjacent surfaces, vehicles and equipment from over-spray.

3.2 Preparation

A. Mask all boundaries to provide straight edges.

B. Do not thin material except as recommended by Manufacturer.

C. Steel should be free of grease, oil, dirt, fingerprints, drawing compounds, any contamination and surface treatments to ensure optimum adhesion and coating performance.

D. Apply a chemical conversion cleaner prior to application of powder coating as recommended by manufacture.

3.3 Application

A. Work shall be done by skilled craftsmen who are qualified to perform the required work and shall be done in a manner comparable to the best standards of practice found in that trade. All material shall be evenly applied so as to be free from sags, runs, crawls, wrinkles, holidays, or any other application defects. All brushed coats shall be of the proper consistency and properly brushed out so as to show the minimum of brush marks. When finished and dried, brush strokes shall appear in the vertical direction only, and there shall be no curved brush marks showing. All coats shall be thoroughly dry before the succeeding coat is applied.

B. Powder coating must be applied using suitable electrostatic equipment, in accordance with manufactures recommendations.

C. Ambient and substrate temperatures shall be greater than 45 degrees F prior to application.

D. Do not apply if rain is expected within 24 hours of application.

3.4 Repair

A. Coating damage is to be repaired by the re-application of the coating system in accordance with the Manufacturer's recommendations.

B. Apply additional coats if the coating does not completely hide the undercoat.
SECTION 32 3100 – FENCES AND GATES

PART 1 - GENERAL

1.1 Related Documents
   A. Conditions of Contract for Construction and General Requirements of Division 1 of these Specifications apply to Work in this Section.

1.2 Work Included
   A. Work of this Section shall include material, delivery, labor, equipment and supervision to install fence and gates, including fabric, posts, rails, braces, gates, accessories, and related hardware, including excavation for post bases and concrete anchorage.

1.3 Related Work
   A. Following Work is related to this Section:
      1. Submittal Procedures Section 01 3300
      2. Miscellaneous Metals Section 05 5700
      3. Painting Section 09 9100 (Alternate)
      4. Special Coatings Section 09 9700

1.4 Reference Standards
   A. Comply with the requirements of the current edition of the specifications or standard listed, except where more stringent requirements are indicated on the Drawings or specified herein:

1.5 Quality Control
   A. All materials shall be used in accordance with Manufacturer's recommendations.
   B. Installer shall have a minimum of five years experience installing similar fencing.

1.6 Submittals
   A. Submit for review and approval Manufacturer's Spec Data Sheets for fencing; including chain link fabric, pipe, fittings, mechanical and adhesive anchors, and accessories.
B. For record Manufacturer’s specifications and installation instructions including such data as may be required to indicate compliance with Contract Documents.

C. For review and approval shop drawings indicating a fence plan layout, grid spacing of components, accessories, fittings, and post anchorages; and details of gates and connections.

1.7 Samples
A. Submit upon request for review and approval samples of chain link fabric, posts, vinyl coating and colors.

1.8 Basis of Payment
A. Installation of new fencing and repair of existing fencing will be paid on a unit price or lump sum basis. Refer to Bid Form.

B. Removal and re-installation of existing fencing shall be incidental to cost of fence post and connection plate repairs.

PART 2 - PRODUCTS

2.1 Chain Link Fabric
A. Chain link fabric nine (9) gauge galvanized steel wire in 2 inch diamond mesh meeting ASTM A 392, Class 1.

B. Chain link fabric shall have PVC coating fused and adhered meeting ASTM F 668, Class 2B.
   1. Color shall be black in compliance with ASTM F 934.

C. Bottom and top selvage to be knuckled.

2.2 Fence Framework
A. Posts: Refer to Miscellaneous Metals, Section 05 5700
   1. Line and terminal posts shall be 2-inch standard pipe (2-3/8 inches O.D.)

B. Rails & Bracing: Type II round steel pipe shall be cold-formed and welded conforming to ASTM F 1043, Group IC with a minimum yield strength of 50,000 psi. The external zinc coating shall conform to ASTM F 1043, Type B, zinc with polymer film, 0.9 oz/sq. ft. The internal coating shall be according to ASTM F 1043, Type B, zinc 0.9 oz/sq. ft. minimum, or Type D, zinc pigmented, 81% nominal coating with 0.3 mils minimum thickness.
   1. Top & bottom rails and braces shall be 1-inch standard pipe (1-5/8 inches O.D.)

C. All framework shall be PVC coated or powder coated.
1. Color to match coating of chain link fabric and shall be approved by owner.

2.3 Tension Bars
A. Tension bars shall be galvanized steel per ASTM F 626 with PVC coating.

2.4 Fittings
A. All fittings and accessories shall be hot dip galvanized steel or malleable steel per ASTM F 626 with PVC coating.

2.5 Tie Wire and Hog Rings
A. 9 gauge galvanized steel wire with 1.20 oz/ft² minimum zinc coating complying with ASTM F626 with PVC coating.

2.6 Fence Manufacturers
A. Acceptable materials are:
   1. Anchor Fence, Inc.
   2. Boundary Fence & Railing Systems, Inc.
   3. Cyclone Fence, USX Corporation
   4. Merchant Metals
   5. or Approved Equivalent

2.7 Adhesive Anchors
A. Provide sizes and types as indicated on Drawings.
B. All threaded rods and associated hardware to be Type 303/304 stainless steel.
C. Injection gel to be two-component epoxy ASTM C 881.
D. Stainless steel screens as indicated on Drawings or as recommended by Manufacturer.
E. Installation per Manufacturer’s recommendations.
F. Acceptable materials are:
   1. HIT-HY 200, Hilti, Inc. (5” minimum embed)
   2. HIT-ICE, Hilti, Inc. (6-1/2” minimum embed)
   3. or Approved Equivalent.
PART 3 - EXECUTION

3.1 Inspection

A. Inspect area to receive Work and report immediately in writing to Engineer, as required in General Conditions, any unacceptable conditions. Do not proceed with Work until unsatisfactory conditions have been corrected in an acceptable manner. Commencement of erection implies acceptance of related Work.

B. Take field measurements prior to preparation of Shop Drawings and fabrication.

3.2 Fence Installation

A. Pre-fabricate post and anchor plate assembly.

B. Remainder of frame to be assembled onsite, allowing tolerances as indicated on Drawings.

C. Fabric:
   1. Install fabric to inside of the framework.
   2. Attach fabric to the terminal post by threading the tension bar through the fabric.
   3. Secure the tension bar to the terminal post with tension bands and 5/16 in. carriage bolts spaced no greater than 12 inches (304.8mm) on center.
   4. Chain link fabric to be stretched taut free of sag.
   5. Fabric to be secured to the line post with tie wires spaced no greater than 12 inches on center and to rail spaced no greater than 18 inches on center.
   6. Tie wire shall be wrapped around the post or rail and attached to the fabric wire picket on each side by twisting the tie wire around the fabric wire picket two full turns or the tie wire shall be wrapped 360 degrees around the post or rail and the two ends twisted together three full turns. Excess wire shall be cut off and bent over to prevent injury.
   7. The installed fabric shall have clearance to adjacent surfaces of no more than 2 inches, unless noted otherwise.

D. Secure to concrete as indicated on Drawings.

3.3 Nuts and Bolts

A. Carriage bolts used for fittings shall be installed with the head on the secure side of the fence. All bolts shall be peened over to prevent removal of the nut.

END OF SECTION 32 3100