

SECTION 00 0115 - LIST OF DRAWINGS

LIST OF DRAWINGS

1.01 GENERAL

- A. Drawings: Drawings consist of the Contract Drawings including drawings listed on the TITLE SHEET page of the separately bound drawing set titled SAGINAW UNITED HIGH SCHOOL NEW CONCESSION BUILDING, dated 05-05-2026, and any subsequent Addenda and Contract modifications which may occur.

END OF SECTION 00 0115

SECTION 00 1113 - ADVERTISEMENT FOR BIDS

GENERAL

DATE: May 5, 2026

PROJECT: Saginaw United High School New Concessions Building

OWNER: Tim Furtaw, II
Executive Director of Facilities
School District of the City of Saginaw
550 Millard Street
Saginaw, MI 48607

ARCHITECT: TMP Architecture, Inc.
1191 West Square Lake Road
Bloomfield Hills, Michigan 48302

BIDS RECEIVED

Bid Proposals will be received until the following date and local time:

DATE: May 21,
TIME: 2:00 pm

Sealed Bids will be received at the following location:

LOCATION: School Board Room
550 Millard Street
Saginaw, MI 48602

At which time and place Bids will be publicly opened and read aloud.
A bid tabulation summary will be made available within one working day of the bid opening.

DOCUMENT AVAILABILITY

Bid Documents will be available for examination and distribution on or after May 5, 2026

Bid Documents may be examined at the following locations:

The Offices of the Architect: TMP Architecture, Inc., 1191 West Square Lake Road,
Bloomfield Hills, Michigan 48302

Construction Association of Michigan, 43636 Woodward Ave., Bloomfield Hills, Michigan
48302, (248) 972-1000.

Bidders may obtain bidding documents from the Office of the Architect. Bidders to send email address to jwaldrop@tmp-architecture.com and the architect will email or send a link to download electronic bidding and construction documents

BID PROPOSALS

Bid Proposals shall be on forms furnished within the Project Manual.

Each Bidder shall agree not to withdraw a Bid Proposal for a period of sixty (60) calendar days after date for receipt of bids.

Each bid proposal shall be accompanied by a Bid Security Deposit in the form of a bid bond or certified check made payable to School District of the City of Saginaw for not less than five percent (5%) of the Base Bid sum as a bid guarantee.

Familial Disclosure Statement: A sworn and notarized statement in compliance with Michigan Compiled Laws, MCL.380.1267, disclosing any familial relationship existing between the Bidder, or any employee of the Bidder, and any member of the Board of Education of the School District or the Superintendent of the School District, must accompany each Bid Proposal.

The Iran Economic Sanctions Act: A sworn and notarized statement in compliance with Michigan Public Act No. 517 of 2012 must accompany each Bid Proposal.

The Owner will not accept a bid that does not include all of these forms and statements.

The successful Bidder shall provide a Performance Bond and a Labor and Material Payment Bond, each in the amount of one hundred percent (100%) of the contract amount. The cost of such bonds shall be included in the Bid Proposal.

The Bid Security Deposits will be returned to Bidders promptly after successful Bidder executes a contract with the Owner and has delivered to the Owner all required bonds and insurance certificates.

The amount of the Bid Security Deposit shall be forfeited to the Owner if the successful Bidder fails to enter into a contract and furnish required bonds and insurance certificates within ten (10) calendar days of award of contract.

The Owner reserves the right to reject any or all Bid Proposals, either in whole or in part, and to waive any informalities and irregularities in the Bid Proposals and in the bidding.

END OF SECTION 00 1113

SECTION 00 2113 - INSTRUCTIONS TO BIDDERS**SUMMARY****1.01 DOCUMENT INCLUDES**

- A. Invitation
 - 1. Bid Submission
 - 2. Intent
 - 3. Work Identified in Contract Documents
 - 4. Contract Time
- B. Bid Documents and Contract Documents
 - 1. Definitions
 - 2. Contract Documents Identification
 - 3. Availability
 - 4. Examination
 - 5. Inquiries/Addenda
 - 6. Product/Assembly/System Substitutions
- C. Site Assessment
 - 1. Site Examination
- D. Bid Submission
 - 1. Submission Procedure
 - 2. Bid Ineligibility
- E. Bid Enclosures/Requirements
 - 1. Security Deposit
 - 2. Performance Assurance
 - 3. Insurance
 - 4. Bid Form Requirements
 - 5. Familial Disclosure Statement
 - 6. Iran Economic Sanctions Act
 - 7. Taxes
 - 8. Permits and Fees
 - 9. Fees for Changes in the Work
 - 10. Bid Form Signature
 - 11. Additional Bid Information
- F. Offer Acceptance/Rejection
 - 1. Duration of Offer
 - 2. Acceptance of Offer
 - 3. Execution of Agreement

1.02 RELATED DOCUMENTS

- A. Document 00 1113 - Advertisement for Bids.
- B. Document 00 4100 - Bid Form.
- C. Document 00 7300 - Supplementary Conditions:

INVITATION**2.01 BID SUBMISSION**

- A. Refer to Section 00 1113 - {t\#1000002} for bid submission date, time, and location.

2.02 INTENT

- A. The intent of this Bid request is to obtain an offer to perform work to complete a new concessions building located at Saginaw United High School for a Stipulated Sum contract, in accordance with the Contract Documents.

2.03 WORK IDENTIFIED IN THE CONTRACT DOCUMENTS

- A. Work of this proposed Contract comprises building construction, site development, renovation, and demolition, including general construction, structural, mechanical, and electrical Work.

2.04 CONTRACT TIME

- A. Complete the work on or before the Completion Date stated in 00 4100 - Bid Form.

BID DOCUMENTS AND CONTRACT DOCUMENTS**3.01 DEFINITIONS**

- A. Bid Documents: Consists of the Contract Documents supplemented with Invitation to Bid, Instructions to Bidders, Bid Form, and Appendixes in the Project Manual.
- B. Contract Documents: Consists of the Drawings, Owner-Contractor Agreement, General Conditions of the Contract for Construction, Supplementary Conditions, Specifications within the Project Manual, Appendixes within the Project Manual, and Addenda issued prior to execution of the Contract
- C. Bid, Offer, or Bidding: Act of submitting an offer under seal.
- D. Bid Amount: Monetary sum identified by the Bidder in the Bid Form.
- E. Base Bid: Monetary amount stated in the Bid Form for which the Bidder offers to perform the work as described in the Bidding Documents as the base, to which work may be added to or deleted from, by the amounts stated in the Alternates or Unit Pricing.
- F. Alternate: Monetary amount stated in the Bid Form to be added to or deducted from the amount of the Base Bid if the Alternate is accepted.
- G. Unit Price: Monetary amount stated in the Bid Form as a price per unit of measurement for materials, equipment, services, or a portion of the work as described in the Bidding Documents to which the the Base Bid will be adjusted according to the amount of units used.
- H. Accepted Bidder: Bidder to whom the Owner proposes to award the Contract.
- I. Bid Closing (submission date and time): Date and time after which bids are no longer accepted.

3.02 CONTRACT DOCUMENTS IDENTIFICATION

- A. The Contract Documents are identified as Project Number 20116M, as prepared by Architect who is located at 1191 West Square Lake Road, Bloomfield Hills, Michigan, 48302, and with contents as identified in the Project Manual.

3.03 AVAILABILITY

- A. Refer to Section 00 1113 - {t\#1000002} for availability of Bid Documents.
- B. Bid Documents are made available only for the purpose of obtaining offers for this project. Their use does not grant a license for other purposes.

3.04 EXAMINATION

- A. Upon receipt of Bid Documents verify that documents are complete. Notify Architect should the documents be incomplete.
- B. Immediately notify Architect upon finding discrepancies or omissions in the Bid Documents.

3.05 INQUIRIES/ADDENDA

- A. Direct questions to TMP Architecture, Inc., email; jwaldrop@tmp-architecture.com.
- B. Addenda may be issued during the bidding period. All Addenda become part of the Contract Documents. Include resultant costs in the Bid Amount.
- C. Verbal answers are not binding on any party.
- D. Clarifications requested by bidders must be in writing not less than 7 days before date set for receipt of bids. The reply will be in the form of an Addendum, a copy of which will be forwarded to known recipients and bidders.

3.06 PRODUCT/ASSEMBLY/SYSTEM SUBSTITUTIONS

- A. Where the Bid Documents stipulate a particular product, substitutions will be considered up to 10 days before receipt of bids.

- B. Submit substitution requests by completing the form in Section 01 2500.01 - TMP Substitution Request Form. Use only this form; other forms of submission are unacceptable. See Section 01 2500 - Substitution Procedures for additional information and instructions.
- C. When a request to substitute a product is made, Architect may approve the substitution and will issue an Addendum to known bidders.
- D. The submission shall provide sufficient information to determine acceptability of such products.
- E. Provide complete information on required revisions to other work to accommodate each proposed substitution.
- F. Provide products as specified unless substitutions are submitted in this manner and accepted.
- G. See Section 01 6000 - Product Requirements for additional requirements.

BID SUBMISSION

4.01 SUBMISSION PROCEDURE

- A. In submitting a bid the Bidder is stating the following:
 - 1. Bidder has read and understands the Bidding Documents, including the Drawings, and Specifications.
 - 2. Bid is made in compliance with the Bidding Documents.
 - 3. Bidder understands existing conditions and limitations under which the Work is to be performed, including the overall construction timeframe and completion date, and includes in the Bid a sum(s) to cover the costs necessary to perform the Work as set forth in the Bidding Documents.
- B. Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.
- C. Submit two copies of the executed offer on the Bid Forms provided, signed and sealed with the required security deposit in a closed opaque envelope, clearly identified with bidder's name, project name and Owner's name on the outside.
- D. Double Envelope: Insert the closed and sealed Bid Form envelope plus requested security deposit, in a large opaque envelope and label this envelope as noted above.
- E. Improperly completed information, irregularities in security deposit, may be cause not to open the Bid Form envelope and declare the bid invalid or informal.
- F. Bids submitted by telephone, fax or email will not be accepted.
- G. Modifications to a submitted bid will be permitted if received in writing prior to bid closing and if endorsed by the same party or parties who signed and sealed the offer. A change shall be worded as not to reveal the amount of the original Bid.
- H. Bids may be voluntarily withdrawn at anytime before the bid closing if endorsed by the same party or parties who signed and sealed the offer. Withdrawals may be done in person or by written request. Withdrawn Bids may be resubmitted at anytime before the bid closing.
- I. Bids received after the submission date and time will not be considered and will not be opened.
- J. A bid tabulation summary of submitted bids will be made available to all bidders following bid opening. Refer to Section 00 1113 - {\t#\1000002}.

4.02 BID INELIGIBILITY

- A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may at the discretion of the Owner, be declared unacceptable.
- B. Failure to provide security deposit, bonding or insurance requirements may, at the discretion of Owner, invalidate the bid.

BID ENCLOSURES/REQUIREMENTS

5.01 BID SECURITY DEPOSIT

- A. Bids shall be accompanied by a security deposit as follows:

1. Bid Bond or certified check of a sum no less than 5 percent of the Bid Amount.
- B. Endorse the Bid Bond in the name of the Owner as obligee, signed and sealed by the principal (Contractor) and surety.
- C. Endorse the certified check in the name of the Owner.
- D. The security deposits will be returned to Bidders after Accepted Bidder executes the Contract Agreement, delivers to Owner required Performance Bond and Labor and Material Payment Bond, and provides specified Certificate of Insurance.
- E. The security deposit of the Accepted Bidder shall be retained as liquidated damages by the Owner if the Accepted Bidder fails to execute the Contract Agreement, fails to furnish Performance Bond and Labor and Material Payment Bond, or fails to provide Certificate of Insurance as specified, within 10 days after notification of the award of Contract.
- F. Include the cost of bid security in the Bid Amount.
- G. If no contract is awarded, all security deposits will be returned.
- H. If period in which bids cannot be withdrawn passes, all security deposits will be returned.

5.02 PERFORMANCE ASSURANCE

- A. Accepted Bidder: Provide a Performance Bond and a Labor and Material Payment Bond each in the amount of one hundred percent (100%) of the contract amount.
- B. Include the cost of the Performance Bond and the Labor and Material Payment Bond in the Bid Amount.

5.03 INSURANCE

- A. Provide an executed "Undertaking of Insurance" on a standard form provided by the insurance company stating their intention to provide insurance to the Accepted Bidder in accordance with the insurance requirements of the Contract Documents.

5.04 BID FORM REQUIREMENTS

- A. Complete all requested information in the Bid Form electronically or by hand in ink.
- B. Amounts shall be expressed in both words and figures. In case of a discrepancy the amount stated in words shall govern.
- C. All Alternates must be bid. If no change in the Base Bid is required, enter "No Change to Base Bid" for the respective Alternate.
- D. All Unit Pricing must be bid.

5.05 FAMILIAL DISCLOSURE STATEMENT

- A. Each Bid shall be accompanied by the Familial Disclosure Statement in compliance Michigan Compiled Laws, MCL.380.1267. The Bid proposal must be accompanied by a sworn and notarized statement disclosing Familial Relationship that exists between the Bidder or any employee of the Bidder and any member of the Board of Education of the School District or the Superintendent of the School District. The School District will not consider a Bid Proposal that does not include this sworn and notarized Disclosure Statement.

5.06 IRAN ECONOMIC SANCTIONS ACT

- A. Each Bidder shall be in compliance with Michigan Public Act No. 517 of 2012. The Bid proposal must be accompanied by a sworn and notarized statement that certifies, represents, and warrants that the Bidder (including its officers, directors and employees) is not an "Iran Linked Business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012, and that in the event Bidder is awarded a Contract, the Bidder will not become an "Iran Linked Business" at any time during the course of performing under the Contract.

5.07 TAXES

- A. All Bids shall include all applicable taxes, including social security unemployment, and sales or use taxes, and any other taxes specifically levied on the work or on wages by local, city, state, or federal government, except real property taxes on the site. Bids shall also include all premiums, assessments, and other like payments, charges, and costs incidental to the work covered by the Bidding Documents.

5.08 FEES FOR CHANGES IN THE WORK

- A. Include the fees for overhead and profit on own Work and Work by subcontractors, identified in Document 00 7300 - Supplementary Conditions .

5.09 PERMITS AND FEES

- A. All Bids shall include costs of all applicable permits and fees.

5.10 BID FORM SIGNATURE

- A. The Bid Form shall be signed by the Bidder, as follows:
 - 1. Bid form shall be signed personally by the Bidder and by a partner or by a duly authorized officer for the corporation their normal signatures. Insert the capacity in which the signing officer acts, under each signature. Affix seal.

OFFER ACCEPTANCE/REJECTION**6.01 DURATION OF OFFER**

- A. Bids shall remain open to acceptance for a period of 60 calendar days after the bid closing date.

6.02 ACCEPTANCE OF OFFER

- A. Owner reserves the right to reject any or all Bid Proposals, either in whole or in part, and to waive any informalities and irregularities in the Bid Proposals and in the bidding.
- B. Owner reserves the right to accept Alternates in any order or combination in order to determine the low bidder.
- C. Owner reserves the right to negotiate with any Bidder without rebidding the project in whole or in part.
- D. Owner reserves the right to award the Contract to whomever it may select.

6.03 EXECUTION OF AGREEMENT

- A. Accepted Bidder will be required to execute Standard Form of Agreement between Owner and Contractor, AIA Document A101-2017 in conjunction with General Conditions of the Contract for Construction, AIA Document A201-2017.
- B. The Accepted Bidder to whom the Contract is awarded shall, within 10 calendar days after notice of award and receipt of Agreement forms from the Owner, sign and deliver required copies to the Owner.
- C. Accepted Bidder shall deliver specified Certificates of Insurance to the Owner within 10 calendar days after notification of the award of Contract.
 - 1. Work shall not commence before receipt of the certificates.
- D. Accepted Bidder shall deliver Performance Bond and a Labor and Material Payment Bond to the Owner within 10 calendar days after notification of the award of Contract.
 - 1. Work shall not commence before receipt of the bonds.

END OF SECTION 00 2113

SECTION 00 3100 - AVAILABLE PROJECT INFORMATION

PART 1 GENERAL

1.01 SUMMARY

- A. Project Manual uses Appendixes to organize information that does not conform to 3-part specification formatting as defined by the Construction Specifications Institute (CSI).
 - 1. Appendix information does not have a six-digit number or title as defined by CSI's MasterFormat.

1.02 EXISTING CONDITIONS

- A. Certain information relating to existing surface and subsurface conditions and structures is available to bidders as Information Available to Bidders, but will not be part of Contract Documents, as follows:
 - 1. Geotechnical Report: Entitled "Geotechnical Engineering Report | New High School - Former SASA Site", dated January 14, 2022.
 - a. Copy is attached to Project Manual in Appendix 1.

PART 2 PRODUCTS -- NOT USED

PART 3 EXECUTION -- NOT USED

END OF SECTION 00 3100

SECTION 00 4100 - BID FORM

THE PROJECT AND THE PARTIES

1.01 TO:

- A. Owner
 School District of the City of Saginaw
 Tim Furtaw, II
 Executive Director of Facilities

1.02 FOR:

- A. Project: Saginaw United HS New Concessions Building
- B. Architect's Project Number: TMP20116M

1.03 DATE: _____ (BIDDER TO ENTER DATE)

1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

- A. Bidder's Full Name _____
- 1. Address _____
- 2. City, State, Zip _____

1.05 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Bid Documents prepared by TMP Architecture for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
- B. _____ dollars
 (\$ _____), in lawful money of the United States of America.
- C. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.
- D. All applicable federal taxes are included and State of Michigan taxes are included in the Bid Sum.

1.06 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
 - 1. Execute the Agreement within seven days of receipt of Notice of Award.
 - 2. Furnish the required bonds within seven days of receipt of Notice of Award.
 - 3. Commence work within seven days after written Notice to Proceed of this bid.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.
- D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.07 CONTRACT TIME

- A. If this Bid is accepted, we will:
- B. The owner's target is to complete the Work by the 19th day of August, 2026.

1.08 CHANGES TO THE WORK

- A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
 - 1. 10% percent overhead and profit on the net cost of our own Work;
 - 2. 5% percent on the cost of work done by any Subcontractor.

1.09 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
 - 1. Addendum # _____ Dated _____.
 - 2. Addendum # _____ Dated _____.
 - 3. Addendum # _____ Dated _____.

1.10 BID FORM SIGNATURE(S)

- A. Name of person, partnership, or corporation submitting bid (Check One)
 - 1. () An Individual.
 - 2. () A Partnership.
 - 3. () A Corporation organized and existing under the laws of the State of Michigan.
- B. (Bidder - print the full name of your firm)
- C. was hereunto affixed in the presence of:
 - D. _____
 - E. (Authorized signing officer, Title)

 - F. _____
 - G. (Authorized signing officer, Title)

END OF SECTION 00 4100

SECTION 00 5000 - CONTRACTING FORMS AND SUPPLEMENTS

PART 1 GENERAL

1.01 AGREEMENT AND CONDITIONS OF THE CONTRACT

- A. The Agreement and General Conditions are based on AIA A104.
 - 1. Form to be completed upon selection of General Contractor.

1.02 RELATED REQUIREMENTS

- A. Section 00 7300.01 - Supplementary Conditions (A104_2017).

1.03 REFERENCE STANDARDS

- A. AIA A104 - Standard Abbreviated Form of Agreement Between Owner and Contractor; 2017.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 00 5000

SECTION 00 7200 - GENERAL CONDITIONS

FORM OF GENERAL CONDITIONS

**1.01 THE GENERAL CONDITIONS APPLICABLE TO THIS CONTRACT ARE ATTACHED
FOLLOWING THIS PAGE.**

A. AIA DOCUMENT A201 - 2017

SUPPLEMENTARY CONDITIONS

**2.01 REFER TO DOCUMENT 00 7300 - SUPPLEMENTARY CONDITIONS FOR AMENDMENTS TO
THESE GENERAL CONDITIONS.**

END OF SECTION 00 7200

SECTION 00 7300 - SUPPLEMENTARY CONDITIONS**PART 1 GENERAL****1.01 SUMMARY**

- A. These Supplementary Conditions amend and supplement the General Conditions, AIA Document A201 - 2017 General Conditions of the Contract for Construction, and other provisions of the Contract Documents as indicated below. Provisions that are not so amended or supplemented remain in full force and effect.
- B. The terms used in these Supplementary Conditions that are defined in the General Conditions have the meanings assigned to them in the General Conditions.

1.02 MODIFICATIONS TO GENERAL CONDITIONS**A. ARTICLE 1 – GENERAL PROVISIONS**

- 1. Modifications to Paragraph 1.2 Correlation and Intent of the Contract Documents:
 - a. Add subparagraph 1.2.1.1 as follows:

The Drawings are intended to show the general arrangement, design and extent of the work and are partly diagrammatic. They are not intended to be scaled for roughing-in measurements or to serve as shop drawings.
 - b. Add subparagraph 1.2.1.2 as follows:

In the case of an inconsistency between Drawings and Specifications or within either Document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation.
- 2. Delete Paragraph 1.7 Digital Data Use and Transmission.
- 3. Delete Paragraph 1.8 Building Information Models and Reliance.

B. ARTICLE 2 – OWNER

- 1. Modification to Paragraph 2.1 General:
 - a. Delete Paragraph 2.1.2.
- 2. Modification to Paragraph 2.2 Evidence of the Owner's Financial Arrangements:
 - a. Delete Paragraph 2.2.1.
- 3. Modifications to Paragraph 2.3 Information and Services Required of the Owner:
 - a. Revise subparagraph 2.3.4 to read as follows:

The Owner shall furnish surveys describing physical characteristics, legal limitations, and utility locations for the site of the Project. The Contractor shall be entitled to rely on the general accuracy of the information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.
 - b. Revise subparagraph 2.3.6 to read as follows:

Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor an electronic copy of the Contract Documents in the form of pdf files for the purposes of making reproductions pursuant to Section 1.5.2.

C. ARTICLE 3 – CONTRACTOR

- 1. Modifications to Paragraph 3.2 Review of Contract Documents and Field Conditions by Contractor:
 - a. Add subparagraph 3.2.1.1 as follows:

The Contractor shall not be allowed any extra compensation or time by reason of any matter, or thing, concerning which he or she might have fully informed himself or herself, because of his or her failure to have so informed himself or herself prior to executing the Contract.
 - b. Add subparagraph 3.2.2.1 as follows:

The Drawings do not guarantee the exact location of existing work, including but not limited to, piping, sewers, wiring, ducts, walls, structural members and the like shown on the Drawings. The Contractor shall verify the location and accuracy of all existing construction as it relates to the Work before proceeding with the Work.

- c. Add subparagraph 3.2.2.2 as follows:

The Contract Documents contemplate a finished Work of such quality and design as is described therein and as reasonably inferable from them. The Contractor agrees that the Contract Sum for the Work includes sufficient monetary amounts to make his or her work complete and operable, fitting with the work of other Contractors and the Owner, and in compliance with good practice. He or she agrees that minor discrepancies or omissions, the failure to show repeated details, or the repetition on any drawings of the figures or notes given on another drawing shall not be the cause for additional charges or claims.
2. Modifications to Paragraph 3.3 Supervision and Contraction Procedures:
 - a. Add subparagraph 3.3.4 as follows:

The Contractor shall organize meetings for the purpose of coordinating and expediting the work. The Architect shall be notified of these meetings, and when directed by the Architect, the Contractor shall hold additional meetings as required.
 - b. Add subparagraph 3.3.4.1 as follows:

The Contractor shall invite all affected Subcontractors and any other person or entity it deems appropriate.
 - c. Add subparagraph 3.3.4.2 as follows:

The Contractor shall conduct the meeting and keep minutes of all discussions and decisions. The Contractor shall be responsible for distribution of the minutes in writing to all parties in attendance.
3. Modifications to Paragraph 3.4 Labor and Materials:
 - a. Add subparagraph 3.4.2.1 as follows:

After the Contract has been executed, the Owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 01 of the Project Manual). By making requests for substitutions, the Contractor:
 - b. Add subparagraph 3.4.2.1.1 as follows:

represents that it has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
 - c. Add subparagraph 3.4.2.1.2 as follows:

represents that it will provide the same warranty for the substitution as it would have provided for the product specified;
 - d. Add subparagraph 3.4.2.1.3 as follows:

certifies that the cost data presented is complete and includes all related costs for the substituted product and for the Work that must be changed as a result of the substitution, except for the Architect's redesign costs, and waives all claims for additional costs related to the substitution that subsequently become apparent; and
 - e. Add subparagraph 3.4.2.1.4 as follows:

shall coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.
 - f. Add subparagraph 3.4.2.2 as follows:

The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for reviewing the Contractor's proposed substitutions and making agreed-upon changes in the Drawings and Specifications resulting from such substitutions.
 - g. Add subparagraph 3.4.3.1 as follows:

All workers on site shall dress in a neat manner. Clothing depicting foul language or crude behavior will not be tolerated.
 - h. Add subparagraph 3.4.3.2 as follows:

Foul language or crude behavior will not be tolerated.
 - i. Add subparagraph 3.4.3.3 as follows:

- Possession, sale, or consumption of alcoholic beverages on the Owner's property is prohibited.
- j. Add subparagraph 3.4.3.4 as follows:
The unlawful manufacture, distribution, dispensation, possession, or use of drugs and narcotics on the Owner's property is prohibited and may result in criminal prosecution.
4. Modifications to Paragraph 3.7 Permits, Fees, Notices and Compliance with Laws:
- a. Add subparagraph 3.7.1.1 as follows:
A General Building Permit, Mechanical Permit and Electrical Permit from the State of Michigan, Department of Licensing and Regulatory Affairs, Bureau of Construction Codes (BCC) are required.
 - b. Add subparagraph 3.7.1.1.1 as follows:
The Contractor shall pay all permit fees.
 - c. Add subparagraph 3.7.1.2 as follows:
The State of Michigan, Department of Licensing and Regulatory Affairs, Bureau of Construction Codes will conduct a plan review.
 - d. Add subparagraph 3.7.1.2.1 as follows:
The Architect will submit Drawings and Specifications, and pay plan review fees. Architect will submit fees to owner for reimbursement.
 - e. Add subparagraph 3.7.1.3 as follows:
The State of Michigan, Department of Licensing and Regulatory Affairs, Bureau of Fire Services will conduct a plan review and inspect the Work for fire safety.
 - f. Add subparagraph 3.7.1.3.1 as follows:
The Architect will submit Drawings and Specifications, and pay plan review fees. Architect will submit fees to owner for reimbursement.
5. Modifications to Paragraph 3.9 Superintendent:
- a. Add subparagraph 3.9.1.1 as follows:
The superintendent shall be satisfactory to the Owner and shall not be changed except with the consent of the Owner; unless the Superintendent ceases to be in the Contractor's employ.
 - b. Add subparagraph 3.9.1.1.1 as follows:
The Contractor shall provide the Owner and Architect with a formal written notice of any change in the superintendent.
 - c. Add subparagraph 3.9.1.1.2 as follows:
Any new superintendent must be satisfactory to the Owner.
- D. ARTICLE 7 - CHANGES IN THE WORK
1. Modifications to Paragraph 7.1 General:
- a. Add subparagraph 7.1.1.1 as follows:
A Work Changes Proposal Request, also known as a Bulletin, shall be used to obtain price quotations required in the negotiation of Change Orders.
 - b. Add subparagraph 7.1.1.1.1 as follows:
In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$1,000 be approved without such itemization.
 - c. Add subparagraph 7.1.1.2 as follows:
A Construction Change Directive shall also be known as a Field Order.
 - d. Add subparagraph 7.1.1.3 as follows:
A minor change in the Work shall also be known as an Architect's Supplemental Instructions.
 - e. Add subparagraph 7.1.4 as follows:

The combined overhead and profit included in the total cost to the Owner for Changes in the Work shall be based on the following schedule:

- f. Add subparagraph 7.1.4.1 as follows:
For the Contractor, for Work performed by the Contractor's own forces, 10 percent of the cost.
 - g. Add subparagraph 7.1.4.2 as follows:
For the Contractor, for Work performed by the Contractor's Subcontractor, 5 percent of the amount due the Subcontractor.
 - h. Add subparagraph 7.1.4.3 as follows:
For each Subcontractor or Sub-subcontractor, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, 10 percent of the cost.
 - i. Add subparagraph 7.1.4.4 as follows:
For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, 5 percent of the amount due the Sub-subcontractor.
 - j. Add subparagraph 7.1.5 as follows:
Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.4
- E. ARTICLE 8 – TIME
- 1. Modification to Paragraph 8.1 Definitions:
 - a. Revise subparagraph 8.1.4 as follows:
The term "day" as used in the Contract Documents shall mean working day, excluding weekends and legal holidays.
- F. ARTICLE 9 – PAYMENT AND COMPLETION
- 1. Modifications to Paragraph 9.3 Applications for Payment:
 - a. Add subparagraph 9.3.1.1 as follows:
The form of Application for Payment shall be a notarized AIA Document G702-1992, Application and Certification for Payment, supported by AIA Document G703-1992, Continuation Sheet.
 - b. Add subparagraph 9.3.1.2 as follows:
Retainage shall be 10 percent. Until Substantial Completion, the Owner shall pay 90 percent of the amount due the Contractor on account of progress payments.
 - c. Add subparagraph 9.3.1.3 as follows:
After Substantial Completion, if the manner of completion of the Work and its progress are and remain satisfactory and in the absence of other good and sufficient reasons, retainage shall be reduced to 5 percent until Final Completion and Final Payment.
 - 2. Modification to Paragraph 9.8 Substantial Completion:
 - a. Add subparagraph 9.8.3.1 as follows:
The Architect will perform no more than two (2) inspections to determine whether the Work or designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amount paid to the Architect for additional inspections.
 - 3. Modification to Paragraph 9.10 Final Completion and Final Payment:
 - a. Add subparagraph 9.10.1.1 as follows:
The Architect will perform no more than two (2) inspections to determine whether the Work or designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amount paid to the Architect for additional inspections.
- G. ARTICLE 10 – PROTECTION OF PERSONS AND PROPERTY
- 1. Modifications to Paragraph 10.2 Safety of Persons and Property:
 - a. Add subparagraph 10.2.4.1 as follows:

When use or storage of explosives, or other hazardous materials, substances or equipment, or unusual methods are necessary for the execution of the Work, the Contractor shall give the Owner at least 5 days advance notice.

- b. Add subparagraph 10.2.4.2 as follows:
If the Contract Documents require the Contractor to handle materials or substances that under certain circumstances may be designated as hazardous, the contractor shall handle such materials in an appropriate manner.

H. ARTICLE 11 – INSURANCE AND BONDS

1. Modifications to Paragraph 11.1 Contractor’s Insurance and Bonds:

- a. Add subparagraph 11.1.1.1 as follows:
 - 1) Minimum Insurance Requirements:
- b. Add subparagraph 11.1.1.1.1 as follows:
Worker’s Compensation and Employers’ Liability Insurance: All such insurance shall meet statutory limits mandated by State and Federal Laws. In addition, Employee’s Liability Limits shall not be less than:

Each Accident	\$1,000,000
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- c. Add subparagraph 11.1.1.1.2 as follows:
Comprehensive or Commercial General Liability and Property Damage including coverage for Premises-Operations, Independent Contractors’ Protective, Products-Completed Operations, Contractual Liability, Personal Injury, and Broad Form Property Damage (including coverage for Explosion, Collapse, and Underground Hazards) shall be as follows:

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Products-Completed Operations Aggregate	\$1,000,000

Include coverage for X (explosion), C (collapse) and U (underground hazards).

Contractual Liability insurance shall include coverage sufficient to meet the obligations in AIA Document A201-2017 under Section 3.18.

Products-Completed Operations insurance shall be maintained for a minimum period of at least two (2) years after date of Final Payment.

- d. Add subparagraph 11.1.1.1.3 as follows:
Comprehensive Automobile Liability insurance covering all liability for owned, non-owned, or rented vehicles and equipment, including bodily injury and property damage, arising out of vehicle operations used in connection with the Work, shall be in amounts not less than:

Each Occurrence/Accident	\$1,000,000
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- e. Add subparagraph 11.1.1.1.4 as follows:
Umbrella Excess Policies:
Per occurrence and aggregate insurance limits may be achieved under a single policy or by a combination of underlying and excess or umbrella policies.

- f. Add subparagraph 11.1.1.1.5 as follows:
 - 1) Materials which the Owner has paid for but which are still in transit or not yet permanently attached to the Work or stored on-site, shall be fully insured by the Contractor at the Contractor's expense until the materials are located on-site or permanently attached to the Work.

- g. Add subparagraph 11.1.2.1 as follows:
The Contractor shall furnish a Performance Bond and a Labor and Material Payment Bond covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may obtained through the Contractor's usual source and the cost thereof shall be included in the Contract Sum. The amount of the bonds shall be equal to 100 percent of the Contract Sum.
 - h. Add subparagraph 11.1.2.2 as follows:
The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.
- I. ARTICLE 13 – MISCELLANEOUS PROVISIONS
- 1. Add Paragraph 13.6 as follows:
Prevailing Wage Law: The Contractor and all subcontractors shall comply with Act 166 of the Michigan Public Acts of 1965 as amended, for work performed on this Project.
 - 2. Add subparagraph 13.6.1 as follows:
 - a. The Contractor shall be financially responsible for the payment of prevailing wages and fringe benefits by all subcontractors contracted by him or her for work on the Project
 - 3. Add Paragraph 13.7 as follows:
 - a. Contractor shall comply with Michigan Public Act No. 517 of 2012, The Iran Economic Sanctions Act.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 00 7300

SECTION 00 8200 - AVAILABILITY OF ELECTRONIC FILES**AVAILABILITY OF ELECTRONIC FILES****1.01 POLICY**

- A. As a service to Contractor, subcontractors, vendors, material suppliers and others needing electronic copies of Drawings, the Architect will provide CAD files electronically in accordance with the following policy:
1. By acceptance it is understood and agreed that the data and medium being supplied is to be used only for the project referenced.
 2. It is further understood and agreed that the undersigned will hold TMP Architecture, Inc. and its Consultants harmless and indemnify TMP Architecture, Inc. and its Consultants from all claims, liabilities, losses, and so forth, including attorney's fees arising out of the use or misuse of the transferred files.
 3. It is understood and agreed that the files transmitted are prepared from CAD files current at the time of preparation. All files are AutoCAD Version 2024.
 4. This information does not waive the need to verify and review current field conditions and the status of Addenda and/or Bulletin documentation.
 5. As a record of information to be transmitted, TMP Architecture, Inc. will prepare a duplicate electronic back-up for its record.
 6. A signed copy of the Release Form and Fee must be provided before files will be released.

1.02 RELEASE FORM

- A. Release Form is located immediately after this Section. Refer to Section 00 8200.01 Electronic Files Release Form.

END OF SECTION 00 8200

SECTION 00 8200.01 - TMP ELECTRONIC FILE RELEASE FORM

RE: AUTHORIZATION FORM FOR CAD FILE TRANSFERS
PROJECT NAME: _____
TMP PROJECT NO. : _____ **BID PACK NO.** _____

DEAR SIR/MADAM:

- A. Per your request, TMP Architecture, Inc. will electronically transmit requested CAD files upon receipt of an original signed copy of this form which states the conditions of agreement and the receipt of the required compensation fee.
- B. By acceptance it is understood and agreed that the data and medium being supplied is to be used only for the project referenced.
- C. It is further understood and agreed that the undersigned will hold TMP Architecture, Inc. and its Consultants harmless and indemnify TMP Architecture, Inc. and its Consultants from all claims, liabilities, losses, and so forth, including attorney's fees arising out of the use or misuse of the transferred files.
- D. It is understood and agreed that the items transmitted are prepared from CAD files current at the time of preparation. All files are [AutoCAD version 2024 dwg files].
- E. This information does not waive the need to verify and review current field conditions and the status of Addenda and/or Bulletin documentation.
- F. As a record of information to be transmitted, TMP Architecture, Inc. will prepare a duplicate electronic back-up for its record.

REQUESTED DRAWINGS: _____

FIRM REQUESTING FILES:

Company: _____
Address: _____
Signed: _____ Date: _____
Printed Name / Title: _____
Email: _____

TO BE COMPLETED BY TMP ARCHITECTURE, INC.

Released(signed by): _____ TMP Architecture, Inc.
Printed Name/Title: _____ Date: _____

END OF SECTION 00 8200.01