

Saginaw County 911 Center 618 Cass Street Saginaw, MI 48602

Saginaw County 911 Center Liebert Unit Replacement Project

November 10, 2025

MAI: 2025-01102

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MAI: 2025-01102

SECTION 00 11 19 REQUEST FOR PROPOSAL

GENERAL CONDITIONS

The Saginaw County is soliciting proposals for the Saginaw County 911 Center Liebert Unit Replacement. See specification included in this document.

The following Request for Proposal (RFP) is being provided to you for your consideration. To be considered, your Company must meet the qualifications and satisfy the requirements set forth in this RFP.

Kelly Suppes / Administrator's Office Saginaw County 111 S. Michigan Avenue Saginaw, MI 48602

All bid documents may be obtained electronically from the MacMillan Associates, Inc. file transfer site. Copy/paste ftp://ftp.macmillanassociates.com into the address bar of Windows FILE EXPLORER; do *not* use a web browser such as Edge, Chrome, Firefox, Brave, etc. Login name: 2025-01102, and password: SaginawCounty911. For additional building information or bid document procurement options, please contact MacMillan Associates, Inc. at 989-894-4300 or visit www.macmillanassociates.com/contact.

Completed proposals must be received at the address noted above by **December 2, 2025, at 2:00 p.m.** Proposals must be submitted in a sealed envelope that is clearly marked "BID OR PROPOSAL" with a return address. Proposals submitted by facsimile or email will not be accepted. All proposals will be opened immediately after the specified time (2:00 p.m.) and will be read aloud. The public is welcome to attend this bid opening. All proposals received after the date and time specified will be returned to the proposer unopened.

Although the cost will be an important factor in awarding the contract, Saginaw County is not obligated by any statute or regulation to award the professional services of the Saginaw County Governmental Center HVAC Renovations Project solely on the basis of cost. Accordingly, Saginaw County reserves the right to evaluate all proposals objectively and subjectively and to accept or reject any or all proposals or portion thereof. Additionally, Saginaw County reserves the right to negotiate changes in services with the firm determined to have submitted the proposal that is in the best interest of Saginaw County.

It is to be understood that this RFP constitutes specifications only for the purpose of receiving proposals for products/services and does not constitute an agreement for that product/service. It is further expected that each bidder will read these specifications with care. Failure to provide requested information or meet certain specified conditions may invalidate the proposal(s). Each proposer, by its submission of its proposal, releases Saginaw County, its employees, and agents from any claims arising out of, or in any way related to, the RFP process and the selection of the provider. An alternative may be offered if deviations from the specifications are minor and provided that deviations are clearly specified. Failure to outline such deviations may be grounds for rejection of the proposal. Saginaw County will retain sole authority for determining what constitutes an acceptable deviation from the specifications/requirements.

The proposer is responsible for any and all costs incurred by it or others acting on its behalf in preparing or submitting a proposal or otherwise responding to the RFP, or any negotiations incidental to its proposal for the RFP.

The information contained herein is believed to be accurate but is not to be considered in any way as a warranty. Any errors, omissions, or discrepancies in the specifications discovered by a proposing entity must be brought to the attention of Saginaw County immediately. Such errors shall be promptly corrected for proposing entities, and no proposing entity shall be permitted to take advantage of or suffer harm from these errors.

Any decision made by Saginaw County, including the selection of a provider, shall be final. Protests regarding the bid award must be submitted in writing and received by Kelly Suppes, not more than fourteen (14) days after the bid award notification is issued.

All questions and correspondence should be directed to Craig Veldkamp or Ron Moulton via email to cveldkamp@macmillanassociates.com or rmoulton@macmillanassociates.com, or by telephone at 989-894-4300. In order to ensure consistency of information provided regarding this RFP, contact with Saginaw County personnel other than Mr. Craig Veldkamp or Ron Moulton is discouraged and may be grounds for elimination from the selection process.

WITHDRAWAL OF PROPOSALS

Proposals shall remain valid for a period of sixty (60) days after submission. Modifications to proposals will not be accepted by Saginaw County, except as may be mutually agreed upon following the acceptance of the proposal.

TIME TABLE

- 1. Release of RFP on or about November 10, 2025.
- A mandatory pre-bid walk-through for Prime Mechanical Contractors is scheduled for Thursday, November 20, 2025, at 3:00 p.m., at the Saginaw County Governmental Center site located at 111 S. Michigan Avenue, Saginaw, MI 48602.
- 3. Proposals are due at 2:00 p.m., on Tuesday, December 2, 2025.
- 4. Sealed Proposals will be opened immediately after 2:00 p.m., on December 2, 2025, in the Saginaw Courthouse Conference Room.
- 5. Commence work upon approval by the Board of Saginaw County notification.

REQUIREMENTS

- 1. All proposals shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner and any employee of the proposer or any member of Saginaw County, a copy of which Familial Disclosure Affidavit is attached to this RFP. Bid proposals that do not include this sworn and notarized Familial Disclosure Affidavit will not be considered or accepted by the Board of Saginaw County.
- 2. Prime Contractor shall be registered in SAM.GOV.

SCOPE OF SERVICES

Saginaw County 911 Center Liebert Unit includes:

Replace Liebert unit with rooftop unit system.

METHOD OF EVALUATING PROPOSALS

Proposals will be evaluated with a strict emphasis on quality of service and delivery of the product. After the technical qualities have been evaluated, cost and other considerations will be

evaluated. Once all factors have been evaluated, the vendor(s) that is/are most qualified and reasonable in cost will be selected for recommendation to the Board of Saginaw County.

PROPOSAL FORM

Saginaw County 911 Center

Please complete and return this proposal form with any additional information you feel is necessary to help us evaluate your firm. The proposal form should be on the first page of the submitted vendor documentation.

Lump Sum Fee to Provide Specified Base Bid Services: Saginaw County 911 Center

Proposals are due by 2:00 PM on December 2, 2025.

Liebert Unit Replacement Bid Package		
Name of Company:		
Address:		
Telephone:		
Email Address:		
Name (Please Type or Print)	Title	
Signature	Date	
Prime-Mechanical Contractor		
Sub Contractor-Electrical Contractor		
Sub Contractor-General Contractor		
Addendum		

SECTION 00 21 13

INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.1 TIME FOR RECEIVING BIDS

- A. Sealed proposals will be accepted and date/time stamped upon receipt in the office of Kelly Suppes, at Saginaw County Governmental Center, until the time indicated on the attached Invitation to Bid for goods or services listed in the drawings and specifications and will be publicly opened and read aloud.
- B. Envelopes containing bids shall be sealed and clearly marked on the outside of the envelope with the name and address of the bidder, the title and bid number of the project, and the date and time of the schedule bid opening.
- C. Bids received prior to the time of opening will be securely kept, unopened. No responsibility will attach to any officer or employee of the Saginaw County Governmental Center for the premature opening of a bid not properly addressed or identified. Any bid received after the scheduled opening time will not be accepted and will be returned unopened. Bids will be publicly opened immediately following the bid time.
- D. The Owner reserves the right to waive any irregularities in bidding, to reject any or all bids, or to accept any bid which in its opinion will serve the best interest of the project.
- E. Mandatory pre-bid walk through for prime mechanical contractors is scheduled at the site on Thursday, November 20, 2025, at 3:00 p.m., at the site, for the Saginaw County Governmental Center Bid Package.

1.2 PROPOSALS

- A. Sealed proposals covering the work shall be submitted on Contract Proposal Forms furnished by the Engineer as a part of these Contract Documents. The Contract Proposal Forms shall be completely executed and strictly adhered to in every respect, and any deviation therefrom may be cause for rejection of said proposal.
- B. It is mandatory that all portions of each Proposal Form be completely executed with blank spaces properly filled in, including Alternates, starting and completion dates, acknowledgement of Addenda received, percentage markup on additional work, unit prices, etc. Whenever subcontractor schedules are provided, same shall be completely executed as part of the Proposal, including prices where requested.
- C. Proposals shall state price in both writing and figures, shall be signed by the bidder, by a partner, or by a duly authorized officer of a corporation, and shall give the bidder's business address. In case of a discrepancy between the amount stated in words and that in figures, the amount stated in words shall govern.

- D. No oral, telephone, or facsimile proposals or modifications thereto will be considered. Email or facsimile proposals shall not be an acceptable method of delivery.
- E. It is the bidder's responsibility to deliver his proposal at the proper time to the proper place. The fact that a proposal was dispatched will not be considered. The bidder must have the proposal actually delivered.
- F. All proposals shall be either filled out in ink or typewritten; typewriting is preferred.
- G. Proposals shall be enclosed in a sealed envelope upon which must be endorsed the project name "BID" No. 2022-01158 Saginaw County 911 Center Liebert Unit Replacement Bid Package Project.
- H. No alterations or erasures or interlineations will be allowed on proposals submitted. After bids have been opened, permission will not be in any case be given for the withdrawal, modification or rectification of any bid.
- I. Proposal Forms will be furnished in triplicate, two to be submitted with the bid and one to be retained by the bidder for his records.

1.3 WITHDRAWAL OF BID

A. Bids may be withdrawn on written or facsimile request dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for opening; provided that written confirmation of any telegraphic withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for bid opening. Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after such bid has been opened.

1.4 AWARD OF CONTRACT

- A. The contract will be awarded to the responsible bidder submitting the lowest proposal complying with the Instructions to Bidders, provided his bid is reasonable and it is to the interest of Saginaw County.
- B. To be considered for award, a bid must comply in all material respects with the Instructions to Bidders, both as to the method and timeliness of submission and as to the substance of any resulting contract.
- C. Saginaw County Public Administrator also reserves the right to reject the bid of any bidder who has previously failed to perform properly, or to complete on time, contracts of a similar nature; who is not in a position to perform the contract, or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors, materialmen or employees.

1.5 BID GUARANTY AND TIME LIMIT

- A. The bid must be accompanied by a bid guaranty which shall not be less than five percent (5%) of the amount of the bid, and at the option of the bidder may be a certified check, bank draft, U.S. Government bonds at par value, or a bid bond secured by a surety company. Certified check or bank draft must be made payable to the order of the Saginaw County Courthouse. The bid guaranty shall ensure the execution of the contract and the furnishing of performance and payment bond or bonds by the successful bidder all as required by the specifications. The bid guaranty of unsuccessful bidders will be returned as soon as practicable after the opening of bids.
- 3. No bid may be withdrawn for a period of thirty (30) days after the scheduled closing time for the receipt of bids, and then only if notice of award has not been given to the bidder by the Owner prior to the expiration of said thirty (30) day period. Bids offering less than thirty days for acceptance by the Owner from the date set for opening will be considered non-responsive and will be rejected.

1.6 FINANCIAL BACKING

A. Low bidders, if requested, must submit a financial statement, experience record, and an equipment schedule. Financial statement must reflect true financial condition of bidder within three months prior to opening.

1.7 CLARIFICATION OF DOCUMENTS

- A. Should there be any doubt as to the exact meaning of these bidding documents or contract documents, this matter shall be immediately brought to the Engineer's attention for resolution.
- B. Each bidder shall thoroughly examine the bidding and contract documents, and shall complete said examination in sufficient time to bring all questions to the Engineer's attention not later than seven (7) days prior to the date proposals are due.
- C. Addenda will be prepared by the Engineer as necessary to clarify the documents and issued to all parties of record having bidding documents.
- D. Refer all questions to: MacMillan Associates, Inc.

714 East Midland Street Bay City, Michigan 48706 Phone: (989) 894-4300 Fax: (989) 894-9930

Attn: Craig Veldkamp or Ron Moulton

1.8 ADDENDA

A. Any addenda to the plans and specifications issued during the time of bidding shall be covered by the proposal and shall become a part of the contract. All addenda used in determining contractor's bid shall be acknowledged on the proposal form.

1.9 SALES TAX

A. Project is not tax exempt.

1.10 LAWS

A. The laws of the State of Michigan shall govern the rights, obligation, and remedies of the Parties under this proposal and any agreement reached through this process.

1.11 DISCLOSURE

A. All the information included in your bid response is subject to the "Freedom of Information Act" and may be disclosed in its entirety after the formal, public bid opening has been completed. Bid tabulations will be available on MITN website once available.

1.12 INDEPENDENT PRICE DETERMINATION

A. By submission of this proposal, the bidder certifies that the pricing structure offered has been arrived and independently without consultation, communication, or agreement of such prices for the purpose of restricting competition with any other bidder or competitor.

1.13 ACCEPTANCE OF MATERIALS

A. All components used in the manufacturer or construction of materials, supplies, and equipment, and all finished goods, shall be new, the latest make/model, of best quality, and highest grade workmanship. In the event the delivered material is found to be defective or does not conform to specifications, the Saginaw County Governmental Center reserves the right to cancel the order upon written notice to the bidder and return the materials to the bidder at the bidder's expense.

1.14 NON-IRAN LINKED BUSINESS

A. By submission of bid, I certify and agree on behalf of myself and the company the following: (1) that I am duly authorized to legally bind the company submitting this proposal; and (2) that the company submitting this proposal is not an "Iran linked business", as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012; and (3) that I and the company submitting this proposal will immediately comply with any further certifications or information submission requested by the City in this regard.

1.15 PREVAILING WAGE

A. Projects over \$50,000 shall be subject to State of Michigan prevailing wages.

SECTION 00 41 00

FAMILIAL DISCLOSURE STATEMENT

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

By the attached sworn and notarized statement, we are disclosing the following familial relationship(s) that exist between the Owner or any employee of the bidder and any member of the board, or board of directors. The Owner shall not accept a bid that does not include this sworn and notarized disclosure statement.

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

The following are familial relationships as described above (provide employee name, family contact name, family contact position, and familial relationship or NONE)			
Signature(s):	Title:		
Name of firm:			
STATE OF MICHIGAN)) SS COUNTY OF)			
•	, 20, before me, a Notary Public in and for said, agent of the said firm		
as such agent.	and who acknowledged the same to be his free act and deed		
Notary Public			

Assurances and Certifications

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
The prospective contractor certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for from participating in this transaction by any Federal department of agency. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

Certification Regarding Nondiscrimination Under Federally and State Assisted Programs
The applicant herby agrees that it will comply with all federal and Michigan laws and regulations prohibiting discrimination and, in accordance therewith, no person, on the basis of race, color, religion, national origin or ancestry, age, sex, marital status or handicap, shall be discriminated against, excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in any program or activity for which it is responsible or for which it receives financial assistance from the U.S. Department of Education or the MDE.

Assurance Regarding Access to Records and Financial Statements

The applicant hereby assures that it will provide the pass-through entity, i.e., Saginaw County Governmental Center, and auditors with access to the records and financial statements as necessary for the pass-through entity to comply with Section 400 (d) (4) of the U.S. Department of Education Compliance Supplement for A-133.

Iran Economic Sanctions Act

The prospective contractor certifies that its organization, by submission of this proposal, is not an Iran Linked Business. Please refer to the "Iran Economic Sanction Act" Public Act 517 for clarifications or questions. Saginaw County Governmental Center as a Michigan public entity is required to follow Public Act 517 of 2012.

Dated:	PROPOSER:	
	By: Its:	
State of Michigan) County of) ss:		
This instrument was acknowledged be	efore me on the day of	, 20, by
		(Signature)
		(Printed)
	Notary Public, My Commission Expires: Acting in the County of	County, Michigan

SECTION 00 72 00

GENERAL CONDITIONS

PART 1 GENERAL

1.1 GENERAL CONDITIONS

- A. The 2017 edition of the AIA General Conditions of the Contract for Construction (AIA document A-201) as amended by the supplementary conditions, is hereby made a part of the Contract and shall be as fully binding on all Contractors and subcontractors as if bound herein.
- B. A copy of this document is included as reference.

1.2 RELATED REQUIREMENTS

- A. Section 00 21 13 Instructions to Bidders
- B. Section 00 42 00 Proposal Form
- C. Section 00 52 00 Agreement Between Owner and Contractor
- D. Section 00 61 13 Performance Bond, Labor and Material Bond
- E. Section 00 65 00 Insurance Requirements
- F. Section 00 73 00 Supplementary Conditions

1.3 GENERAL CONTRACTOR'S RESPONSIBILITY

A. Prior to the beginning of construction, the General Contractor shall acquaint each contractor, subcontractor, superintendent of construction, foreman, workman, supplier, or others who are or will be responsible for the execution of any section or trade under this contract with all provisions of the Conditions of the Contract (General Conditions, Supplementary and other Conditions) the drawings, the specifications, all addenda issued prior to bid, and all modifications issued after execution of the Contract.

SECTION 00 75 00

SUPPLEMENTARY CONDITIONS

INTRODUCTION

- A. The following supplements modify the "General Conditions of the Contract for Construction", [AIA Document A-201, 2017]. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.
- B. The following supplements are set forth under the title of the respective articles to which they relate.

ARTICLE 1: GENERAL PROVISIONS

Add the following Subparagraph 1.2.1.1 to 1.2:

- 1.2.1.1 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities.
 - 1. The Agreement.
 - 2. Addenda, with those of later date having precedence over those of earlier date.
 - 3. The Supplementary Conditions.
 - 4. The General Conditions of the Contract for Construction.
 - 5. Drawings and Specifications.

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.

ARTICLE 3: CONTRACTOR

3.4 LABOR AND MATERIALS

Add the following Subparagraphs 3.4.4 and 3.4.5 to 3.4

- 3.4.4 After the Contract has been executed, the Owner and the Engineer 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 1 of the Specifications).
- 3.4.5 By making requests for substitutions based on Subparagraph 3.4.4 above, the Contractor:
 - 1. Represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified.
 - 2. Represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified.
 - 3. Certifies that the cost data presented is complete and includes all related costs under this Contract, except the Engineer's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent and
 - 4. Will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

Add the following subparagraph 3.18.131 to 3.18

3.18.1.1 The foregoing Subparagraph shall, but not by way of limitation, specifically include all claims and judgments which may be made against the Owner, Engineer, Engineer's consultants, and agents and employees of any of them under the governing laws of the state in which this construction is conducted, and similar laws of other state or governmental body having jurisdiction, and further, against claims and judgments arising from violations of public ordinances and requirements of governing authorities due to the Contractor's or Subcontractor's method of execution of the work.

Delete subparagraph 3.18.2 and substitute the following:

3.18.2 The indemnification which the Contractor and Subcontractors are to provide under Paragraph 3.18 shall include, extend and insure to and be for the benefit of the Owner, Engineer, Engineer's consultants, their respective agents, and employees of any of them, and shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Worker's Compensation or Employer's Liability Acts, disability acts, employee benefit acts or other legislation or rule of law, whether legislative, judicial, administrative or common law.

ARTICLE 5: SUBCONTRACTORS

5.3 SUBCONTRACTURAL RELATIONS

Add the following subparagraph 5.3.1 to 5.3

5.3.1 The Subcontractor agrees to the fullest extent permitted by law, to indemnify, save harmless and defend the Contractor, Owner, Engineer, Engineer's consultants, their respective agents and employees of any of them harmless from any liability for damages to any person or property upon, or at, or about the project, that may arise as a result of or in connection with the work hereunder, provided, however, that the Subcontractor shall not be required to indemnify the contractor against the Contractor's sole negligence, and the Subcontractor agrees to procure at his own expense, before the commencement of the work, comprehensive general liability, including contractor's protective liability insurance, completed operations and contractual liability insurance and automobile liability insurance, including the ownership, maintenance, and operation of any automotive equipment owned, hired and non-owned for the benefit of the Contractor and Owner, in the sum of Two Hundred Fifty Thousand (\$250,000.00) dollars for damages resulting in one person and Five Hundred Thousand (\$500,000.00) dollars for damages to persons resulting from one casualty, and Two Hundred Fifty Thousand (\$250,000.00) dollars for damages to property arising out of each casualty, and an aggregate of not less than Five Hundred Thousand (\$500,000.00) dollars for damages to property, and to keep such insurance in force until the construction of the project is fully completed, and to immediately and before commencing work deliver such policy or policies or certificates of such insurance to the Contractor.

ARTICLE 9, PAYMENTS AND COMPLETION

9.3 APPLICATIONS FOR PAYMENT

Add the following subparagraphs 9.3.1.3 and 9.3.1.4 to 9.3

9.3.1.3 Until final payment, the Owner will pay ninety percent of the amount due the Contractor on account of progress payments.

9.3.1.4 The full Contract retainage may be reinstated if the manner of completion of the Work and its progress do not remain satisfactory to the Engineer (or the Surety withholds its consent) or for other good and sufficient reasons.

9.6 PROGRESS PAYMENTS

Add the following subparagraph 9.6.8 to 9.6:

9.6.8 Should the contractor fail to complete his contract work by the completion date as stated in his contract, the Owner will suspend all further payments on the contract, until all work on the contract is substantially completed and has been accepted by the Owner. If no completion date is stated in the contract, then this paragraph shall be omitted entirely.

ARTICLE 11: INSURANCE AND BONDS

11.1 CONTRACTOR'S INSURANCE AND BONDS

Delete subparagraph 11.1.2 and substitute the following:

11.1.2 The insurance required by Subparagraph 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents, or required by law, whichever coverage is greater. Coverage, whether written on an occurrence of claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work for such other period for maintenance of completed operations coverage as specified in the Contract Documents. Notwithstanding the above, the insurance required by paragraph 11.1 shall be on an occurrence basis.

Add the following subparagraph:

- 11.1.2.1 Such insurance shall be carried with companies authorized to do business in the State of Michigan and written to include the following coverage and for not less than the following minimum limits or greater if required by law:
- 1. Worker's Compensation, Occupational Disease and Employer's Liability Insurance:
 - A. State; Michigan Statutory limits.
 - B. Applicable Federal (if any) Statutory limits
 - C. Employer's Liability

Bodily Injury by Accident - \$1,000,000.00 each accident
Bodily Injury by Disease - \$1,000,000.00 each employee
Bodily Injury by Disease - \$1,000,000.00 each policy limit

- 2. Commercial General Liability Insurance including as minimum coverage:
 - Premises Operations Liability
 - Independent Contractor's Protective Liability
 - Products and Completed Operations Liability
 - Broad Form Property Damage Endorsement
 - Blanket Contractual
 - Personal Injury
 - A. Special Requirements

- 1. Property Damage Liability Insurance will provide "X, C and U" (Explosion, collapse and underground hazard) coverage as applicable.
- 2. Products and Completed Operations to be maintained for one (1) year after final payment.
- 3. The Owner, Engineer, their consultants, agents and employees shall be named as "additional insured" on the commercial general liability policy of the general contractor and/or subcontractor of any tier.
- B. Limits of Liability:

\$1,000,000.00	Each occurrence as respects Bodily Injury Liability or
	Property Damage Liability or both combined.
\$2,000,000.00	General Aggregate
\$2,000,000.00	Products/Completed Operations Aggregate
\$1,000,000.00	Personal and Advertising Injury

3. Automobile Liability Insurance:

- A. The State of Michigan has a no-fault automobile insurance requirement. Contractors shall be certain coverage is provided which conforms to any specific stipulation in the law.
- B. Special Requirements;
 - 1. All owned, hired and non-owned vehicles including the loading or unloading thereof.
- C. Limits of Liability

\$1,000,000.00 Each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

4. Owner's and Engineer's Protective Liability Insurance:

The Contractor will furnish and maintain during the entire period of construction an Owner's Protective Liability Policy written in the name of the Owner, Engineer, and Engineer's consultants, with the following limits of liability:

A. Limits of Liability

\$1,000,000.00 Each occurrence as respects Bodily Injury Liability or

Property Damage Liability, or both combined.

\$1,000,000.00 General Aggregate

5. Umbrella/Excess Liability Insurance:

A. Limits of Liability

\$5,000,000.00 Each Occurrence

\$5,000,000.00 Aggregate

Delete subparagraph 11.1.3 and substitute the following:

11.1.3 Certificates of insurance for the above coverage and the Owner's Protective Policy shall be submitted to the Engineer for transmittal to the Owner for his approval prior to the start of construction. The Contractor shall certify to the Owner that he has obtained or will obtain similar certificates of insurance from each of his Subcontractors before their work commences. Each Subcontractor must be covered by insurance of the same character and in the same amounts as the Contractor unless the Contractor and Owner agree that a reduced coverage is adequate. Each Subcontractor's insurance shall cover the Owner, Project Manager, Engineer, Engineer's consultants, their agents and employees. The Contractor shall submit a statement with each monthly affidavit stating that he has obtained certificates of insurance, or other satisfactory evidence, that all required insurance is in force for each of the Subcontractors listed on his affidavit. If the

"additional insured" have other insurance which is applicable to the loss, it shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other Insurance Contractors, certificates shall be in duplicate on standard Accord forms.

Add the following Subparagraphs:

- 11.1.3.1 Certificate of Insurance shall contain a statement therein or a rider attached thereto incorporating the indemnity clause stated in Paragraph 3.18 (indemnification) and Subparagraphs 3.18.1, 3.18.1.1 and 3.18.2 of the General Conditions, and including the changes and additions made in those subparagraphs within these Supplemental General Conditions.
- 11.1.3.2 These Certificates and the insurance policies required by this Paragraph 11.1 shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the Owner and Engineer. If any of the foregoing insurance coverage are required to remain in force after final payment and are submitted with the final Application for Payment as required by Subparagraph 9.10.2. information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.
- The obligations of the Contractor under the provisions of this article shall not extend to the liability of the Engineer, his agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, or (2) the giving of or the failure to give directions or instructions by the Engineer, his agents or employees to the extent that such giving or failure to give is the cause of the injury or damage.
- 11.1.3.4 All insurance coverage shall be provided by insurance companies having policy holder ratings no lower than "A" and financial ratings not lower than "XII" in the Best's Insurance Guide, latest edition in effect as of the date of the Contract.
- 11.1.3.5 The Contractor is responsible for determining that Subcontractors are adequately insured against claims arising out of or relating to the Work. The premium cost and charges for such insurance shall be paid by each Subcontractor.
- 11.1.3.6 The limits of liability as stated, may be arrived at using a Split-Limit or a Combined Single Limit basis. However, the total limit of liability shall not be less than that stated in the requirements.

11.3 WAIVERS OF SUBROGATION

Delete subparagraph 11.3.1 and substitute the following:

11.3.1 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 in the amount of the initial Contract Sum as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis without voluntary deductibles.

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 as provided in Paragraph 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Paragraph 11.3 to the covered, whichever is earlier. This insurance shall include interests of the Owner, Architect, the Contractor, Subcontractors and Sub-subcontractors in the Work.

Add the following Subparagraphs to 11.3.1:

11.3.1.1 Property insurance shall be on all-risk policy form and shall insure against the perils of fire and extend coverage and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, false work, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Owner's services and expenses required as a result of such insured loss. Coverage for other perils shall not be required unless otherwise provided in the Contract Documents.

Property insurance provided by Owners shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring and other similar items commonly referred to as construction equipment, which may be on the site and the capital value of which is not included in the Work. The Contractor shall make his own arrangements for any insurance he may require on such construction equipment.

- 11.3.1.2 If the property insurance required minimum deductibles and such deductibles are identified in the Contract Documents, the Contractor shall pay costs not covered because of such deductibles. If the Owner or insurer increases the required minimum deductibles above the amounts identified or if the Owner elects to purchase this insurance with voluntary deductible amounts, the Owner shall be responsible for payment of the additional costs not covered because of such increased or voluntary deductibles. If deductibles are not identified in the Contract Documents, the Owner shall pay costs not covered because of deductibles.
- 11.3.1.3 Waivers of Subrogation. If permitted by the Owner's and Contractor's insurance companies, without penalties, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, (2) the Engineer, his employees and agents, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Paragraph 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Engineer, Engineer's consultants, separate contractors described in Article 6, if any, and the Subcontractors sub-contractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of

indemnification, contractual or otherwise did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

SECTION 01 10 00

SUMMARY OF WORK

PART 1 GENERAL

1.1 GENERAL

- A. This specification and drawings includes the HVAC revisions for the Saginaw County Governmental Center Bid Package Project.
- B. Mechanical Trades is the Prime Contractor. Identify trade sub, electrical and general contractors.
- C. No materials or products containing asbestos are to be used and/or installed.

1.2 SCOPE OF WORK

- A. Saginaw County 911 Center Liebert Unit Replacement Project includes:
 - Replacement of existing Liebert unit with new rooftop unit with new humidifier.

END OF SECTION

SUMMARY OF WORK 01 10 00-1

SECTION 01 25 00

CONTRACT CONSIDERATIONS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Application for payment.
- B. Change procedures.

1.2 APPLICATIONS FOR PAYMENT

A. Submit two copies of each application on AIA Form G702 - Application and Certificate for Payment, AIA G703 - Continuation Sheet, and a detailed schedule of values.

1.3 CHANGE PROCEDURES

- A. The Engineer may issue a Bulletin which includes a detailed description of a proposed change with supplementary or revised Drawings and specifications. Contractor will prepare and submit an estimate within 3 days.
- B. Contractor shall not proceed with any changes until written authorization is received from the Owner. Additional work performed by the Contractor without written authorization will not be reimbursed.

SECTION 01 31 00

PROJECT COORDINATION

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Project coordination by the Contractor.
- B. Construction mobilization.
- C. Schedules.
- D. Submittals.
- E. Coordination drawings.
- F. Closeout procedures.

1.2 RELATED SECTIONS

- A. General Conditions: Duties of the Contractor, Sections 00 72 00 General Conditions of the Contract and 00 73 00 Supplementary Conditions.
- B. Section 01 10 00 Summary of Work.
- C. Section 01 77 00 Contract Closeout: Contract Closeout Procedures.

1.3 PROJECT COORDINATOR

A. Project Coordinator: Contractor.

1.4 CONSTRUCTION MOBILIZATION

- A. Cooperate with the Contractor in allocation of mobilization areas of site; for field offices and sheds, for site access, traffic, and parking facilities.
- B. During construction, coordinate use of site and facilities through the Project Coordinator.
- C. Comply with Project Coordinator's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- D. Comply with instructions of the Contractor for use of temporary utilities and construction facilities.
- E. Coordinate field engineering and layout work under instructions of the Contractor.

1.5 SCHEDULES

- A. Submit preliminary progress schedule in accordance with Section 01 33 00 Submittals coordinated with Project construction schedule.
- B. After review, revise and resubmit schedule to comply with revised Project schedule.
- C. During progress of work revise and resubmit as directed.

1.6 SUBMITTALS

- A. Submit preliminary shop drawings, product data and samples in accordance with Section 01 33 00 for review and compliance with Contract Documents, for field dimensions and clearances, for relation to available space, and for relation to work of separate contracts. Revise and resubmit as required.
- B. Submit applications for payment on AIA Form G702 for review, and for transmittal to Engineer.
- C. Submit requests for interpretation of Contract Documents, and obtain instructions through the Contractor.
- D. Process requests for substitutions through the Contractor in accordance with Section 01 60 00.
- E. Deliver closeout submittals for review and preliminary inspection reports, for transmittal to Engineer.

1.7 COORDINATION DRAWINGS

- A. Provide information required by Contractor for preparation of coordination drawings.
- B. Review drawings prior to submission to Engineer.

1.8 CLOSEOUT PROCEDURES

- A. Notify Contractor when Work is considered ready for Substantial Completion. Accompany Contractor on preliminary inspection to determine items to be listed for completion or correction in Contractor's Notice of Substantial Completion.
- B. Comply with the Contractor's instructions to correct items of work listed in executed Certificates of Substantial Completion and for access to Owner occupied areas.
- C. Notify Contractor when Work is considered finally complete. Accompany Contractor on preliminary final inspection.
- D. Comply with Contractor's instructions for completion of items of Work determined by Engineer's final inspection.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

SECTION 01 33 00

SUBMITTALS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Shop Drawings.
- D. Product Data.
- E. Manufacturers' certificates.

1.2 RELATED SECTIONS

- A. Section 01 25 00 Contract Considerations: Photographs associated with application for payment.
- B. Section 01 40 00 Quality Control: Manufacturers' field services and reports.
- C. Section 01 77 00 Contract Closeout: Contract warranties, manufacturers' certificates, and closeout submittals.

1.3 SUBMITTAL PROCEDURES

- Transmit each submittal with Contractors Standard Transmittal Form.
- B. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- C. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate.
- D. Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite the Project, and deliver to Engineer. Coordinate submission of related items.
- F. For each submittal for review, allow 10 working days excluding delivery time to and from the contractor.
- G. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.

SUBMITTALS 01 33 00-1

- H. Provide space for Contractor and Engineer review stamps.
- I. Revise and resubmit, identify all changes made since previous submission.
- J. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with provisions.
- K. Submittals not requested will not be recognized or processed.

1.4 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial schedule in duplicate within 10 days after date award of contract established in Notice to Proceed.
- B. Revise and resubmit as required.
- C. Submit revised schedules with each Application for Payment, identifying changes since previous version.
- D. Submit a horizontal bar chart with separate line for each major section of Work or operation, identifying first work day of each week.
- E. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.
- F. Indicate estimated percentage of completion for each item of Work at each submission.
- G. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates, including those furnished by Owner and required by Allowances.

1.5 SHOP DRAWINGS

A. Submit one opaque reproductions which will be returned to the Contractor plus two copies which will be retained by Engineer.

1.6 PRODUCT DATA

- A. Submit the number of copies which the Contractor requires, plus two copies which will be retained by the Engineer.
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.

1.7 MANUFACTURER CERTIFICATES

A. When specified in individual specification sections, submit certification by manufacturer to Engineer, in quantities specified for Product Data.

SUBMITTALS 01 33 00-2

- B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Engineer.

END OF SECTION

SUBMITTALS 01 33 00-3

SECTION 01 40 00

QUALITY CONTROL

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Quality assurance control of installation.
- B. Tolerances
- C. References.
- D. Inspecting and testing laboratory services.
- E. Manufacturers' field services and reports.

1.2 RELATED SECTIONS

- A. Section 01 33 00 Submittals: Submission of manufacturers' instructions and certificates.
- B. Section 01 60 00 Material and Equipment: Requirements for material and product quality.

1.3 QUALITY ASSURANCE - CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality.
- F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.4 TOLERANCES

A. Monitor tolerance control of installed Products to produce acceptable Work. Do not permit tolerances to accumulate.

QUALITY CONTROL 01 40 00-1

- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.
- C. Adjust Products to appropriate dimensions; position before securing Products in place.

1.5 REFERENCES

- A. For Products or workmanship specified by association, trade, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on date of Contract Documents, except where a specific date is established by code.
- C. Obtain copies of standards where required by product specification sections.
- D. The contractual relationship, duties, and responsibilities of the parties in Contract nor those of the Engineer shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.6 MANUFACTURERS' FIELD SERVICES AND REPORTS

- A. When specified in individual specification sections, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Engineer 10 days in advance of required observations. Observer subject to approval of Engineer and Owner.
- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- D. Submit report within 5 days of observation to Engineer for information.

END OF SECTION

QUALITY CONTROL 01 40 00-2

SECTION 01 60 00

MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Products.
- B. Transportation and handling.
- C. Storage and protection.
- D. Product options.
- E. Substitutions.

1.2 PRODUCTS

- A. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- B. Provide interchangeable components of the same manufacture, for components being replaced.

1.3 TRANSPORTATION AND HANDLING

- A. Transport and handle Products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to ensure that Products comply with requirements, quantities are correct, and Products are undamaged.
- C. Provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.

1.4 STORAGE AND PROTECTION

- A. Store and protect Products in accordance with manufacturers' instructions, with seals and labels intact and legible.
- B. Store sensitive Products in weather tight, climate controlled enclosures.
- C. For exterior storage of fabricated Products, place on sloped supports, above ground.
- D. Provide off-site storage and protection when site does not permit on-site storage or protection.
- E. Cover Products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation or potential degradation of Product.

SAGINAW COUNTY GOVERNMENTAL CENTER LIEBERT UNIT REPLACEMENT PROJECT

- F. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- G. Provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.
- H. Arrange storage of Products to permit access for inspection. Periodically inspect to verify Products are undamaged and are maintained in acceptable condition.

1.5 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any Product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named in accordance with the following article.

1.6 SUBSTITUTIONS

- A. Engineer will consider requests for Substitutions only within 15 days after date of award of contract.
- B. Substitutions will not be considered unless a cost savings is available to the Owner or a higher quality product is to be furnished at the same cost.
- C. Substitutions may be considered when a Product becomes unavailable through no fault of the Contractor.
- D. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- E. A request constitutes a representation that the Contractor:
 - 1. Has investigated proposed Product and determined that it meets or exceeds the quality level of the specified Product.
 - 2. Will provide the same warranty for the Substitution as for the specified Product.
 - 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension which may subsequently become apparent.
 - 5. Will reimburse Owner and Engineer for review or redesign services associated with re-approval by authorities.
- F. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.

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G. Substitution Submittal Procedure:

- 1. Submit 2 copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
- 2. Submit shop drawings, product data, and certified test results attesting to the proposed Product equivalence. Burden of proof is on proposer.
- 3. The Engineer will notify Contractor in writing of decision to accept or reject request.

SECTION 01 77 00

CONTRACT CLOSEOUT

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Final cleaning.
- C. Adjusting.
- D. Project record documents.
- E. Warranties.

1.2 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect/Engineer's review.
- B. Provide submittals to Owner that are required by governing or other authorities.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

1.3 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces.
- C. Clean site; sweep paved areas.
- D. Remove waste and surplus materials, rubbish, and construction facilities from the site.

1.4 ADJUSTING

A. Adjust operating Products and equipment to ensure smooth and unhindered operation.

1.5 PROJECT RECORD DOCUMENTS

- A. Maintain on site, one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.

- 3. Addenda.
- 4. Change Orders and other modifications to the contract.
- 5. Reviewed Shop drawings, product data and samples.
- 6. Manufacturer's instruction for assembly, installation and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and modifications.
- F. Record documents and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Field changes of dimension and detail.
 - 2. Details not on original contract drawings.
- G. Remove engineer title block from all documents.
- H. Submit documents to Engineer with claim for final Application for Payment.

1.6 WARRANTIES

- Provide duplicate notarized copies.
- B. Execute and assemble transferable warranty documents from Subcontractors, suppliers, and manufacturers.
- C. Submit prior to final Application for Payment.
- D. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within 10 days after acceptance, listing date of acceptance as start of warranty period.