

SECTION 00811

SUPPLEMENTARY GENERAL CONDITIONS

Where any Article of the American Institute of Architects General Conditions, (AIA Document A201, 2007 Edition) is supplemented by the following provisions of such Article shall remain in effect and all supplementary provisions shall be considered as added thereto. Where any such article is modified, superseded or deleted herein, provisions of such articles not so specifically modified, superseded or deleted shall remain in effect.

Article 1 - General Provisions

1.1.1 The Contract Documents. Modification: first sentence: "The Contract Documents consist of the entire Bidding Documents package and the Agreement...."

Deletion: last sentence.

Addition: new text as follows (sub-subparagraph to 1.1.1):

1.1.1.1 As used in the Contract Documents, the following terms are defined as indicated below:

OWNER - as defined in Advertisement or Invitation to Bid.

ARCHITECT/ENGINEER - the firm of Anderson, Eckstein and Westrick, Inc.

CONTRACTOR - the person or entity so named in the Agreement who shall be known as the "prime contractor" in addition to references in Article 3.

SUPPLIER - such person or entity that supplies materials or the work to the Contractor or to a subcontractor but performs no work at the site.

N.I.C. - not in contract, work not included in this Contract.

OCCURRENCE: is defined as follows for purposes of insurance. An event which occurs during the policy period, or a continuous or repeated exposure to condition(s) which result, during the policy period, in bodily injury, sickness, or disease, or injury to, or destruction of property, of one or more persons or organizations, including the loss of use thereof, resulting from a common cause, or from exposure to substantially the same general condition existing at, or emanating from each location shall be deemed to result from one occurrence.

Addition: new text as follows (sub-subparagraph to 1.1.3):

1.1.3.1 The Contractor is responsible for coordinating and allocating the work of all trades on the project at the time of bidding as well as during the Construction in regards to the providing of labor and materials, and performance of all cutting, coring, patching and repair work necessary to complete the project as required by the various trades including the proper allocation of work to the proper trade as claimed by the trade unions having jurisdiction over such work. Whether the Contractor's own forces perform such work or he allocates it to various subcontractors or trades, the contractor is responsible for such work and the complete project.

1.1.3.2 The Contractor shall interface all Contract work with no duplication of cost incurred due to the allocation of same work to more than one trade, and with no omissions of costs of any work due to such work not being properly assigned or allocated to a specific subcontractor, trade or the Contractor.

1.2.5 Deletion: paragraph in its entirety

Addition: new text as follows:

1.2.5 The Drawings show the general arrangement, design and extent of the Work and are partially diagrammatic. The Drawings shall not be scaled for rough-in measurements, nor serve as Shop Drawings.

1.2.6 RELATION OF SPECIFICATIONS AND DRAWINGS:

- 1 To be equal authority and priority. Should they disagree in themselves, or with each other, bids shall be based on the most expensive combination of quality and quantity of work indicated. The appropriate Work, in the event of the above mentioned disagreements, shall be determined by the Architect.
- 2 Figures take precedence over scale measurements.
- 3 Large scale details take precedence over smaller scale details.
- 4 Architectural Drawings take precedence in regard to dimensions, when in conflict with Mechanical and Structural Drawings, except for the size of the structural members.
- .5 Specifically titled drawings and sections of the specifications take precedence over indication of the item in a collateral way.
- 6 Existing conditions take precedence over Drawings and Specifications for dimensions.
- 7 When multiple requirements are given for any item, all requirements shall be

met.

- 1.2.7 CODE, LAWS, ORDINANCES, RULES, and REGULATIONS: Requirements of public authorities apply as minimum requirements only. They do not supersede more stringent requirements given elsewhere in the Contract Documents. If changes must be made to the Contract because of public authorities, appropriate adjustments will be made in the Contract Sum.
- 1.2.8 ENUMERATION OF ITEMS: Lists of "Work Included", "Scope" or "Description of Work" are not intended to enumerate each and every item of work or appurtenance required, and must be used in conjunction with other portions of the Contract Documents.
- 1.2.9 SPECIFIED MATERIALS, PRODUCTS, BRANDS, and AND PROCESSES: When multiple requirements are given for an item complies with all.
- 1.2.10 REFERENCE NOTES: Terms such as "as shown", "as indicated", "as noted" mean there are additional requirements given elsewhere in the Contract Documents. Comply with all requirements.
- 1.2.11 ABBREVIATIONS AND NAMES: Acronyms or abbreviations as referenced in contract documents and listed on the General Abbreviations and Symbols Sheet G-1 are defined to mean the associated names. Acronyms or abbreviations are subject to change, and believed to be, but not assured to be, accurate and up-to-date as of date of contract documents.
- 1.2.12 DRAWING SYMBOLS AND STANDARDS: Except as otherwise indicated, graphic symbols and standards used on drawings are those symbols recognized in the construction industry for purposes indicated.
- 1.2.13 M/E DRAWINGS: Graphic symbols used on Mechanical/ Electrical drawings are generally aligned with symbols recommended by ASHRAE, supplemented by more specific symbols where appropriate as recommended by other recognized technical associations including ASME, ASPE, IEEE and similar organizations. Refer instances of uncertainty to Architect for clarification before proceeding.
- 1.2.14 STANDARD REFERENCES: Any materials, equipment or workmanship specified by references to number, symbol, or title of any specific Federal, ASTM, Industry, Association or Government Agency Standard Specifications shall comply with all applicable provisions of such standard specifications, except as limited to type,

class or grade, or modified in contract documents. Reference to "Standards" referred to in the contract documents, except as modified, shall have full force and effect as though printed in detail in specifications.

1.2.15 PUBLICATION DATES, except as otherwise indicated, where compliance with an industry standard, ASTM, association standard, or Federal Standard, shall meet the standard in effect as of date of Contract Documents.

1.2.16 ACCEPTABLE MANUFACTURERS where used in the Project Manual shall mean that the listed products and manufacturers shall meet specified and indicated requirements.

Article 2 - Owner

Addition: new text as follows (sub-subparagraph to 2.2.1):

2.2.1.1 "The Owner shall establish site property lines by staking or other means, shall establish a permanent bench mark, and provide copies of soil boring logs and soil report, if any, for the Contractor's convenience and information. None of the data therein relating to sub-surface soil and water conditions; size, elevation and location of existing underground services; existing underground obstructions or structures; etc., are guaranteed as being accurate or uniformly representative of actual conditions. The Owner assumes no responsibility for deductions, interpretations or conclusions drawn there from by the Contractor."

Article 3 - Contractor

Addition: new text as follows:

3.4.3 Materials supplied shall conform to industry and manufacturer's standards specified, in effect on the date of issuance of the specifications. Materials shall generally be shipped, received, stored, installed and protected in accordance with printed manufacturer's instructions as modified by the detailed provisions of the specifications. Copies of the printed manufacturer's or industry standards shall be maintained on file by the Contractor at his field office.

3.4.4 Not later than 72 hours from the Contract Date or letter of intent to award

contract, the Contractor shall provide a list showing the name of the manufacturer proposed to be used for each of the products identified in the General Requirements of the Specifications (Division 1) and, where applicable, the name of the installing Subcontractor.

- 3.4.5 The Architect will promptly reply in writing to the Contractor stating whether the Owner or the Architect, after due investigation, has reasonable objection to any such proposal. If adequate data on any proposed manufacturer or installer is not available, the Architect may state that action will be deferred until the Contractor provides further data. Failure of the Owner or Architect to reply promptly shall constitute notice of no reasonable objection. Failure to object to a manufacturer shall not constitute a waiver of any of the requirements of the Contract Documents, and all products furnished by the listed manufacturer must conform to such requirements.
- 3.4.5.1 Should the Contractor desire after the Contract Award, to substitute for the benefit of the Owner another article, material or item of equipment for one or more specified by name, he shall make a request for such substitution in writing, to the Architect stating the benefit to the Owner and the credit or extra involved and he shall provide all required supporting data and samples. If such request is rejected, the Contractor shall perform the work in accordance with the Contract Documents. Such requests shall be submitted so as to allow a reasonable time for their consideration and shall not be justification for delay of the work.
- 3.4.5.2 If a substitution requires changes in the work or other trades or Contractors, or redesign or other substantial changes in the Contract Documents, the Contractor proposing the substitution shall pay any additional costs thereby incurred.
- 3.4.5.3 After Contract Award, no substitution of any material listed in the Contract Documents or Proposal will be permitted if the request is based on delivery dates, test requirements, or other causes, unless the Bidder proves that the original material was ordered or scheduled for tests within 30 days after the contract was let and due to unforeseen circumstances cannot be delivered at the promised time or tested in accordance with the specifications without materially delaying work.
- 3.4.5.4 by making requests for substitutions based on Clause 3.4.5.1 above, the

Contractor:

- (a) 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;
- (b) represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
- (c) certifies that the cost data presented is complete and includes all related costs under this Contract but excludes costs under separate contracts, and excludes the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently became apparent; and
- (d) Will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

3.5.1 Deletion: last sentence

Addition: new text as follows:

3.5.2 Proofs of conformance, as hereinafter defined, will constitute satisfactory evidence as to the kind, quality and performance values of the respective products for which such proofs are required by the Specifications. Neither delivery nor installation of the respective products shall be made until written acceptance by the Architect of the submitted proof of conformance is received by the Contractor, unless Architect gives written instruction to the contrary.

3.5.2.1 Affidavit - An affidavit is a notarized statement on the letterhead of the manufacturer and signed by a responsible agent of the manufacturer, certifying that the product is in conformance with the requirements of the specified regulatory agency or reference standard or performance values, as applicable; in the case of the latter, the performance values shall be listed. Each Affidavit shall be identified by name of Project, Architect's Project number, name of product, and Specification section, page and paragraphs for which the product is proposed.

3.5.2.2 Testing Laboratory Certificate - A Testing Laboratory Certificate is a notarized test report from a laboratory, bureau or agency acceptable to the Architect, signed by a responsible agency of that facility, certifying that the

designated product has been tested within one year of the date of submittal, unless otherwise specified, and is in conformance with the reference standard of performance requirements specified, and listing the results of all tests required. The testing laboratory certificate shall accompany an Affidavit as defined in clause 3.5.2.1.

Addition: new text as follows:

3.9.2 The Contractors superintendent or his authorized representative shall remain in attendance at the project site and shall be present at all times when work of any kind is in progress, including overtime work.

3.13.1 Modification: Insert "the directions of the owner" into the paragraph to read in part as follows: "The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the directions of the owner and the contract documents..."

Addition: new text as follows:

3.14.1.1 Unless specified otherwise, Work specified in each section of the specifications includes cutting, fitting, and patching for that trade section, including that required to accommodate the work of other trades.

Addition: new text as follows (paragraph to 3.15.1):

3.15.1.1 "The Contractor, each Subcontractor and all separate Contractors shall at all times keep the project free from their surplus and waste materials, and bulk rubbish and debris; combustible materials shall be removed daily or more often as may be required, non-combustible materials at least once a week. Such materials shall not be allowed to accumulate or disperse around the neighborhood. Further the Contractor is responsible for:

1. Positive implementation of the "General Safety Rules and Regulations for the Construction Industry", "State Construction Safety Commission, and appropriate City Ordinances as regards the scope of this paragraph.
2. Maintenance of the site and premises in an orderly and clean condition at all times.
3. Keeping all sidewalks, pavements, parking areas, floors and roofs free from any accumulations of snow, ice, dirt, rubbish and general refuse prior to "closing-in" of the building.
4. Broom clean (exclusive of removal of bulk debris described above)

floors in all interior spaces where work is in progress after the project has been "closed-in", with the participation and cooperation of all Subcontractors and separate Contractors employed on the work.

5. Final cleaning of the entire building, including all interior finish materials, as specified in detail under Section 01700, Contract Closeout.

Addition: new text as follows (sub-subparagraph to 4.2.3):

- 4.2.3.1 The Architects presence does not imply concurrence or approval of the work. The Contractor shall call specific things to the Architect's attention if he wishes to know the Architects opinion.

Addition: new text as follows (sub-paragraph to 5.2.1):

- 5.2.1.1 The Contractor shall have primary responsibility for obtaining bids and preparing and awarding Subcontracts for all portions of the Work (except General Condition Items).

- 5.4.1 Deletion: sub-paragraph & sub-subparagraphs in its entirety

Addition: new text as follows:

- 5.4.1 Unless the Owner elects otherwise, all Subcontracts shall be between the Contractor and the appropriate Subcontractor, and shall provide that the Subcontractor consents to the assignment of the Subcontract to the Owner pursuant to Section 5.3.4 hereof, and agrees in the event such assignment becomes effective, to recognize the Owner as successor to the Contractor and to complete the Work under the Subcontract.
- 5.4.2 The Contractor shall cause all Subcontractors, laborers and vendors to agree to indemnify the Owner and hold it harmless from all claims for property damage and bodily injury that may arise from such Subcontractor's operations. Such provisions shall be in a form reasonably satisfactory to Owner.
- 5.4.3 The agreement between Contractor and the Subcontractors (and, where appropriate, between Subcontractors and Sub-Subcontractors) shall contain provisions that:

- 5.4.3.1 Preserve and protect the right of the owner and the Architect under this Agreement with respect to the Work to be performed under the Subcontract so that the subcontracting thereof will not prejudice such rights;
- 5.4.3.2 Require that such Work be performed in accordance with the requirements of these Contract Documents;
- 5.4.3.3 Require submission to Contractor of applications for payment under each Subcontract and Sub-Subcontract, in reasonable time to enable Contractor to apply for payment in accordance with General Conditions of the Construction Contract, all such applications to be in a form that fully complies with all requirements of the Michigan Construction Lien Act, the Michigan Builder's Trust Fund Act, any other requirements of law, the requirements of any financing agency and any requirements of Owner and Owner's title insurer to demonstrate the foregoing;
- 5.4.3.4 Require that all claims for additional costs or extension of time with respect to subcontracted portions of the Work shall be submitted to Contractor (via any Subcontractor or Sub-Subcontractor where appropriate) in sufficient time so that Contractor may comply in the manner provided, if any, in this Agreement for a like claim by Contractor upon the Owner;
- 5.4.3.5 Waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by the property insurance described in General Conditions hereof;
- 5.4.4 Contractor hereby assigns to Owner, as security for Contractor's performance hereunder, all Subcontracts and all other contracts and agreements entered into in connection with the Project, and appoints Owner as attorney to enforce said contracts according to their terms. Such assignment shall be operative only in the event of default by, or termination of, Contractor under this Agreement.
- 5.4.2 Modification: change paragraph number to 5.4.5.7.3.3 Addition: insert new item after 7.3.3.4 as follows: ".5 cost to be determined based on estimated cost of materials, equipment and labor for the work, plus the percentage thereof stated in the Contract Documents for supervision, overhead and profit."

Addition: new text as follows:

- 8.3.4 Should the progress of the Work or of the Project be delayed by any fault or neglect

or act or failure to act of the Contractor or any of Contractor's agents, employees, or anyone for whose acts any of them may be liable, so as to cause additional cost, expense, liability or damage to the Owner or damages or additional costs or expenses for which the Owner may or shall become liable, the Contractor shall and does hereby agree to compensate the Owner for and indemnify him against such costs, expenses, damages and liability.

Addition: new paragraph as follows:

- 9.3.1 Modification: change existing text to read as follows: "At least 20 days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for operations completed in accordance with the schedule of values. The Contractor shall be responsible to ensure that Application for Payment is complete, including notarized signature. A Sworn Statement from Contractor and partial waivers of lien from Subcontractors and major materials Suppliers shall also accompany each payment request, to confirm and acknowledge disbursement of the preceding payment. The Sworn Statement shall be a record attesting to the fact that sub-constructors suppliers, materials, etc. have been paid or paid for, when considering materials, from the time of the last application for payment by the Contractor. Partial waivers of lien shall be properly completed and shall list the cumulative amounts of payments received by the date of the waiver. This requirement shall not be waived unless agreed upon in writing by both the Surety and Owner."

Addition: new text as follows (sub-subparagraph to 11.1.2)

- 11.1.2.1 The insurance required by sub-paragraph 11.1.1 shall be written and 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 for not less than the following (or greater if required by law):

1. Workers' Compensation
 - (a) State: Michigan Statutory
 - (b) Applicable Federal
(e.g., Longshoremen,
harbor work, Work at
or outside U.S.

- | | | |
|-----|--|---------------|
| | Boundaries): | Statutory |
| (c) | Employer's Liability: | \$1,000,000 |
| (d) | Benefits Required by
Union labor Contracts: | As applicable |

2. Comprehensive General Liability (Including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):

- (a) Bodily Injury:
\$1,000,000 Each Occurrence
\$1,000,000 Aggregate, Products & Completed Operations
- (b) Property Damage:
\$1,000,000 Each Occurrence
\$1,000,000 Aggregate
- (c) Products and Completed Operations Insurance shall be maintained for a minimum period of 1 year after final payment and Contractor shall continue to provide evidence of such coverage to Owner on an annual basis during the aforementioned period.
- (d) Property Damage Liability Insurance shall include coverage for the following hazards:
X (Explosion)
C (Collapse)
U (Underground)
- (e) Contractual Liability (Hold Harmless Coverage):
 - (1) Bodily Injury:
\$1,000,000 Each Occurrence
 - (2) Property Damage:
\$1,000,000 Each Occurrence
\$1,000,000 Aggregate
- (f) Personal Injury, with Employment Exclusion deleted:
\$1,000,000 Aggregate

3. Comprehensive Automobile Liability (owned, non-owned, and hired):

- (a) Bodily Injury:
 - \$1,000,000 Each Person
 - \$1,000,000 Each Accident

- (b) Property Damage:
 - \$1,000,00 Each Occurrence

NOTE: The State of Michigan has a no-fault insurance requirement. The Contractor shall be certain coverage is provided which conforms to any specific stipulation in the law.

11.1.2.2 Contractor shall procure and maintain builders risk insurance (Fire and Extended Coverage) on 100% completed value basis including the value of all materials furnished by parties other than the Contractors for installation in the project to cover all project structures and materials, supplies, equipment and fixtures including the installation cost thereof which are owned by the insured or for which the insured is legally liable. This policy is to have a zero (0) deductible for any and all claims made.

This policy will cover the property of insured a) while in transit at the risk of the insured, b) while on the construction site or awaiting installation, c) during construction installation or testing. This policy shall insure against all risk of direct physical damage or loss to the property insured hereunder and shall specially cover loss due to fire, wind, flood, collapse, extended coverage, vandalism and malicious mischief.

The Owner and Architect/Engineer and their consultants for this project shall be named on the policy as being also insured.

11.1.2.3 Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance:

- (a) The Contractor shall either:
 - (1) Require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified for the Contractor herein, or
 - (2) Insure the activities of his subcontractors in his policy as

specified herein.

Umbrella Excess Liability:

- (a) Umbrella Excess Liability must be supplied in an amount not less than \$2,000,000 and be made to cover at least all risks described in the Comprehensive General Liability and Comprehensive Motor Vehicle Liability policies.

11.2.1 Modification: change the text to read as follows: "The Contractor shall obtain, maintain in force, and pay all cost incurred for, public liability insurance to protect the Owner & Architect/Engineer and their consultants for this project from claims which may arise from operations under the Contract. This policy is to have a zero (0) deductible for any and all claims made and name Owner and Architect/Engineer and their consultants as insured parties hereunder. Certificates of this insurance must be filed with the Owner and the Architect/Engineer prior to commencing work and remain in force for the full duration of the project.

11.3.1 Modification: delete phrase "Unless otherwise provided, the Owner..." in the first sentence and substitute, "The Contractor..."

11.3.1 Modification: change text of last part of first sentence after the phrase, "...at the site on a replacement cost basis..." to following text, "...with a zero deductible for any and all claims made."

11.3.1 Modification: change text of last sentence to read as follows: "This insurance shall name, in addition to the contractor, subcontractors and sub-subcontractors, the Owner and Architect/Engineer and there consultants is insured parties hereunder."

11.3.1 Addition: After last sentence insert the following: "The form of policy for this coverage shall be Completed Value. If the Owner is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall bear all reasonable costs properly attributable thereto."

11.3.1.2 Deletion: omit entire sub-subparagraph.

11.3.1.3 Deletion: omit entire sub-subparagraph.

11.3.3 Addition: to end of last sentence insert the following: "...unless through gross

negligence of contractor."

11.3.4 Deletion: omit entire sub-subparagraph.

11.3.6 Modification: change the text to read as follows: "Before an exposure to loss may occur, the Contractor shall file with the Owner two certified copies of the policy or policies providing this Property Insurance coverage, each containing those endorsements specifically related to the Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Contractor."

11.3.7 Modification: at end of first sentence, substitute "Contractor" for "Owner."

11.3.8 Modification: at first reference to "Owner" in the first sentence, the word "this should be substituted for "Owner's."

11.3.8 Modification: in first sentence, substitute "Contractor" for "Owner" as fiduciary.

11.3.9 Modification: throughout text of subparagraph, substitute "Contractor" for "Owner" each time the latter appears.

11.3.10 Modification: throughout text of subparagraph, substitute "Contractor" for "Owner" each time the latter word appears.

11.4.1 Modification: change the text to read as follows: "The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising hereunder. Bonds may be obtained through the Contractors usual source and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to 100% of the total contract sum."

Addition: new text as follows (sub-subparagraph to 11.4.1):

11.4.1.1 The Contractor shall deliver the required bonds to the Owner not later than three days following the date the Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.

Addition: new text as follows (sub-subparagraph to 11.4.1):

11.4.1.2 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.

12.2.2 Addition: insert new text before first sentence: The Contractor, as a condition precedent to final payment, shall execute a guarantee in writing, warranting all products provided by him or for which he may be required to accept responsibility in accordance with the terms of the Contract Documents, to be and to remain without defect and in accordance with the Contract Documents.

12.2.2 Modification: in seventh line, after the works "shall correct it promptly", insert the words: "...commencing corrective action within seven days..."

Addition: new text as follows (sub-subparagraph to 12.2.2):

12.2.2.1 Where special guarantee is specified, the Contractor, as a condition precedent to final payment, shall submit to the Architect the guarantee in triplicate on 8-1/2-inch by 11-inch paper in the following form:

A.E.W. Project Number	_____
Contractor's Job Number	_____
Date	_____
Guaranteed Work	_____

Specification Section Number Reference	_____
Specification Page and Paragraphs Describing Guarantee	_____
Length of Guarantee (Years)	_____
Contractor	_____
Subcontractor	_____

The Undersigned herewith warrant that the Work to which this guarantee applies has been executed in conformance with the requirements of the Contract Documents, and guarantee the Work to perform as specified without failure for the stated period of time after Substantial Completion or as otherwise agreed to by the Owner.

This guarantee does not apply to failure or to failure to perform due to abuse or neglect by the Owner, or his successor in interest, or damage by vandalism.

SUBCONTRACTOR -

Signed _____

Title _____

Notary _____

Date _____

CONTRACTOR -

Signed _____

Title _____

Notary _____

Date _____

- 12.2.2.2 Responsibility for the securing, verifying, recording, transmitting to the Architect, and all other actions, regarding the specified special guarantees rests with the Contractor. The Architect will not accept transmittals of guarantees from parties other than the Contractor.

Addition: new text as follow (sub-subparagraph to 12.2.3):

- 12.2.3.1 Limits of non-conforming Work: When any such Work is found, the entire area of work involved shall be corrected unless the Contractor can completely define the limits. Additional testing, sampling, or inspecting needed to define non-conforming work shall be at the contractor's expense. He shall employ the Owner's independent testing laboratory, or a mutually satisfactory independent testing laboratory, if such services are required. All corrected work shall be re-tested at the Contractor's expense.

Addition: new text as follows: (sub-subparagraph to 12.2.4):

- 12.2.4.1 Restriction of Supplier's Identification: In areas generally accessible to the public. Omit all supplier's name plates and identification symbols from visible products.

- 14.2.1 Addition: new text as follows, sub-subparagraph after last item listed: ".5 should cause or give cause for legal proceeding seeking to have himself adjudged a bankrupt, or should the Contractor become insolvent, or if the contractor is adjudged a bankrupt, or if he makes a general assignment for the benefit of his creditors."

Addition: new article as follows:

Article 15

Equal Opportunity

- 15.1 The Contractor shall maintain policies of employment as follows:
- 15.1.1 The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or age. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.
- 15.1.2 The Contractor and all Subcontractors shall, in all solicitations or advertisements for

employees placed by them or on their behalf; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age. Addition: new article as follows:

Article 16

Special Conditions

16.1 Michigan Construction Lien Statute

16.1.1 Contractor must record the notice of commencement, on behalf of the Owner, with the Register of Deeds and shall post the notice in a conspicuous place on the site.

Addition: new article as follows:

Article 17

Abbreviations

17.1 Abbreviations

17.1.1 When the following abbreviations and symbols are used in the Contract Documents, or Subcontract documents, they shall have the meaning shown. Many of the abbreviations used throughout the Subcontract documents refer to associations, institutes, societies and other public bodies who publish standards which are readily available to the public. Whenever the initials representing such a body are shown, followed by a number or a combination of numbers and letters, they refer to a particular standard to which the Subcontractor shall conform. The number or combination of numerals and letters, following the abbreviation designates the standard. In all such cases, the Subcontractor shall conform to the edition or issue of the standard which is current at the Subcontract date, as revised or amended to the Subcontract date.

17.1.2 Abbreviations and Meanings for Organizations.

AIA	American Institute of Architects
AASHO	American Association of State Highway Officials
ACI	American Concrete Institute

AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
ASA	American Standard Association
ASH & AE	American Society of Heating & Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWI	American Woodwork Institute
AWSC	American Welding Society Code
CSI	Construction Specification Institute
FS	Federal Specifications
NAFM	National Association of Fan Manufacturers
NBFU	National Board of Fire Underwriters
NBS	National Bureau of Standards
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
UL	Underwriters Laboratories
USDC	U.S. Department of Commerce

17.1.3 Abbreviations and Meanings for Construction Terms.

ad	access door	oc	on center
b	bottom layer reinf. concrete	od	outside diameter
brg	bearing	part	partition
brkt	bracket	pol	polished
cl	centerline	po	polyethylene
ci	cast iron	pl	plate
cc	center to center	psi	pounds per sq. in.
conc	concrete	psf	pounds per sq. foot
cont	continuous	rec	recessed
csk	countersunk	reinf	reinforced
crs	courses	rh	right hand
dh	double hung	rhr	right hand reverse
div	division	rm	room
dpc	dampproof course	rs	roof sump
dwg	drawing	rwc	rain water conductor
ef	exhaust fan	rwl	rain water leader
elev	elevation	s.f.	square foot
ewc	electric water cooler	ss	stainless steel
exist	existing	std	standard

fin	finished, finishing	t&f	tongue and groove
ftg	footing	terr	terrazzo
fd	floor drain	typ	typical
flr/fl	floor	u/s	underside
ga	gauge	ul	upper layer reinf. concrete
gi	galvanized iron		
gs	galvanized sheet	vct	vinyl composition tile
gsg	galvanized sheet gauge		
hor	horizontal	vb	vapor barrier
ins	inches	vert	vertical
id	inside diameter	wc	water closet
ksf	kips per square foot	wt	weight
lav	lavatory	wd	wood
lh	left hand		
lhr	left hand reverse	E-W	East to West in reinf. concrete
lpc	laminated plastic covering	N-S	North to South in reinf. concrete
mk	master keyed		
max	maximum	O/	diameter
met	metal	'	foot, feet
min	minimum		
mfgr	manufacturer	"	inch, inches
ms	manufacturers standard	#	pounds (behind numerals)
mo	masonry opening		
nrc	noise reduction coefficient		

END OF SECTION