



DIVISION 01

SUPPLEMENTARY GENERAL CONDITIONS

FOR

Hydraulic Passenger Elevators

AT

MERIDIAN TOWNSHIP

One (1) Car located at Meridian Township Public Safety
One (1) Car located at Meridian Municipal Building

5151 MARSH ROAD

OKEMOS, MI

DATE:7/10/26

VDA No. 82329/

DIVISION 01 – SUPPLEMENTARY GENERAL CONDITIONS

1.1 DEFINITIONS

- A. The term “OWNER”, as used herein, refers to Meridian Township.
- B. The term “OWNER/AGENT”, “OWNER’S AGENT”, “OWNER’S DESIGNEE” or references of similar import, as used herein, refers to Meridian Township.
- C. The term “MANAGER” AND “OWNER’S REPRESENTATIVE”, as used herein, refers to Meridian Township.
- D. The term “CONSULTANT”, as used herein, refers to VDA, 1420 Washington Boulevard, Suite 301 in Detroit, MI 48226.
- E. The term “CONTRACT” OR “CONTRACT DOCUMENTS”, as used herein, consists of the Agreement, Bidding Information, Conditions of Contract, Specifications and includes any Alternates or Addenda issued during the bidding period.
- F. The term “CONTRACTOR” OR “ELEVATOR CONTRACTOR”, as used herein, refers to any persons, partners, firm or corporation having a contract with the Owner to furnish labor and materials for the execution of the work herein described.
- G. The term “SUBCONTRACTOR”, as used herein, refers to any persons, partners, firm or corporation having materials and/or labor for the execution of the work herein described.

1.2 CONSULTANTS STATUS

- A. The Consultant shall act as a representative of the Owner on matters pertaining to technical work covered in the Specifications. The Consultant shall interpret the Contract Documents for technical requirements, approve shop drawings, conduct periodic examinations of the work in progress, and perform final evaluations of all completed work specified by the Contract Documents prior to acceptance by the Owner.

1.3 PROGRESS OF WORK

- A. Upon signing of the contract, the Contractor shall submit, within two weeks, a complete starting and completion schedule, including equipment delivery dates based on the information submitted on the bid form and confirmed delivery dates for selected materials, components, fixtures and cab enclosures as applicable to the project.
- B. The Contractor shall submit in writing the following information to the Owner throughout the construction or modernization period:

1. A completion schedule, including equipment delivery times and anticipated completion dates for each project work phase.
2. A schedule of values to be used for itemized progress payments (material and labor itemized breakdown).
3. A progress report with submission of each payment request, or upon request of the Consultant, showing the progress being made and the percentage of the job completed and shall certify to the Owner that labor and materials listed on the request for payment have been performed or installed.

1.4 PAYMENT WITHHELD

- A. The Consultant, Owner and/or Owner's Designee may withhold approval for payment on any request to such extent as may be necessary to protect the Owner from loss on account of:
 1. Negligence on the part of the Contractor to execute the work properly or failure to perform any provisions of the contract. The Owner, after three (3) days written notice to the Contractor, may, without prejudice to any other remedy, make good such deficiencies and may deduct the cost from the overall contract sum provided. However, the Consultant shall approve such action and the amount paid by the Owner and charged against the Contractor.
 2. Claims filed or reasonable evidence indicating probable filing of claims.
 3. Failure of Contractor to make payments properly to subcontractors for material and labor.
 4. A reasonable doubt that the contract can be completed for the balance then unpaid.
 5. Damage to the building or another Contractor.
- B. When the above grounds are removed to the Owner's satisfaction, payment shall be made for amount withheld because of them.

1.5 CONTRACTORS' AND SUBCONTRACTORS' INSURANCE

- A. The Contractor shall not commence work under this Contract until he/she has obtained all the insurance required under this section and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his/her subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Contractors and subcontractors are required to file with the Owner completed certificates of insurance, as evidence that they carry adequate insurance to comply with the requirement of this section. New Certificates of Insurance shall be furnished to the Owner at the renewal date of all policies named on these certificates.
- B. Policies, Coverages, and Endorsements
 1. The Contractor agrees to maintain, or to cause its personnel providing services under this Contract to maintain, at its sole cost and expense or the cost and expense of his personnel, the following insurance policies, with the specified coverages and limits, to protect and insure the Owner and Contractor against any claim for damages arising in connection with Contractors responsibilities or the responsibilities of Contractors personnel under this Contract and all extensions and amendments thereto.

C. Commercial General Liability

1. General Aggregate \$2,000,000
2. Each Occurrence \$1,000,000
3. Such insurance shall include, but not be limited to, coverage for: Comprehensive form, Premises-operations, Explosion and collapse hazard, Underground hazard, Products/completed operations hazard, Contractual insurance, Broad form property damage, Independent contractor, Personal injury

D. Workers' Compensation & Employer' Liability (if applicable)

1. Medical & Indemnity Statutory Requirements
2. Bodily Injury by Accident \$500,000 Each Accident
3. Bodily Injury by Disease \$500,000 Each Employee
4. Bodily Injury by Disease \$500,000 Policy Limit
5. Employers Liability \$500,000

E. Automobile Liability

1. Including hired and non-owned Automobiles \$1,000,000 (Combined Single Limit)
2. Such insurance shall include, but not be limited to, coverage for: Comprehensive form, Owned vehicles, Hired vehicles, Non-owned vehicles

F. Builder's Risk Insurance (Fire and Extended Coverage)

1. Until the project is completed and accepted by the Owner, the Contractor is required to maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portion of the project for the benefit of the Owner, the Contractor, and subcontractors as their interests may appear.

G. Owner's Protective Liability

1. The Contractor shall procure and shall maintain during the life of this Contract Owner's/Contractor's Protective Liability Insurance, listing the Owner as the named insured. The minimum limit of liability shall be not less than \$1,000,000.00 per occurrence/aggregate.

H. Insured Parties

1. All policies shall contain a provision naming The Charter Township of Meridian, it's Board of Trustees, agents, officers, employees, and volunteers as Additional Insured parties on the original policy and all renewals or replacements during the term of this Contract.

I. Acceptable Insurance Companies

1. All insurance companies required by this section shall be: 1) acceptable to the Owner; 2) authorized to do business in the State of Michigan by the Michigan Department of Licensing &

Regulatory Affairs Office of Financial and Insurance Regulations, and 3) have an A.M. Best Company's Insurance reporting rating of no less than A- (Excellent). Upon request, the Contractor shall submit evidence of such insurance.

J. Indemnification and Hold Harmless

1. The Contractor shall, at its own expense, protect, defend, indemnify and hold harmless the Owner and its elected and appointed officers, employees, and agents from all claims, damages, costs, lawsuits and expenses, including, but not limited to, all costs for administrative proceedings, court costs and attorney fees that they may incur as a result of any acts, omissions, or negligence of the Contractor, its subcontractors, sub-subcontractors or any of their officers, employees, or agents. This includes but is not limited to injury or death to any person or persons, including the contractors employees, and damage to property. The furnishing by the Contractor of any insurance required by this Contract, or the acceptance or approval thereof by the Owner as provided in this Contract, or otherwise, shall not diminish the Contractor's obligation to fully indemnify the Owner, its elected and appointed officers, employees, and agents as required in this section.
2. The Contractor shall not cancel or reduce the coverage of any insurance required by this section without providing 30-day prior written notice to the Owner. All such insurance must include an endorsement whereby the insurer shall agree to notify the Owner immediately of any reduction by the Contractor. The Contractor shall cease operations on the occurrence of any such cancellation or reduction, and shall not resume operations until new insurance is in force.

1.6 PERFORMANCE BOND, LABOR AND MATERIAL PAYMENT BOND

- A. At Owner's option, the Contractor may be asked for a bond covering the faithful performance of the contract and the payment of all obligations arising thereunder. Such Bonds, in the absence of notice hereafter provided, shall be obtained by the Contractor and the premium for such Bonds will be paid by the Owner. The Contractor agrees to furnish to the Owner's authorized insurance representative, complete and detailed financial information required for the issuance of such Bonds, also, a completed and signed Application for Bond, without deletions, on Surety's form, chosen by the Owner. The Contractor also agrees to comply with any other reasonable requests of the surety so that Bonds may be issued. All information submitted by the Contractor shall be considered privileged information and therefore kept as confidential as possible. This information will be used only in connection with securing said bonds for this project.
- B. Upon notice to the Contractor, prior to the signing of the contract, or within 60 days thereafter, the Owner shall have the right to require the Contractor to obtain the aforementioned Bonds, at prevailing rates, with surety acceptable to the Owner. The Contractor shall have fifteen (15) days from date of notice to obtain and furnish such Bonds.

1.7 PENALTY

- A. It is mutually agreed a penalty of \$500 per calendar day will be incurred by the Elevator Contractor if all work included in this contract is not completed and elevator is not placed in operation by within thirty (30) calendar days from the completion date indicated by the Contractor in the bidding documents.
- B. This agreement is subject to contract provisions as set forth in the Bidding Specifications and Contract Document.

1.8 LIQUIDATED AND ACTUAL DAMAGES FOR DELAY

- A. Time is of the essence in performing this Contract. The Contractor understands, agrees, and is firmly obligated to meet the stipulated completion date or dates, except as any such day or days may be deferred in accordance with an approved "extension of time".
- B. The damage to the Purchaser, which will result from the failure of the Contractor to meet such contracted date or dates as possibly extended, will include items of loss or damage which are not susceptible to accurate evaluation or estimation. The damages for delay in the case of such failure to perform on the part of the Contractor shall be liquidated in the amount of \$500 for each calendar day of the unexcused delay in meeting such completion date or dates.
- C. Upon substantial completion of the work, as determined by the Consultant, the Contractor shall be given a "notice of substantial completion" and the liquidated damages shall cease to accrue. However, after substantial completion, the Contractor shall be liable for any and all actual damages incurred by the Purchaser as a result of the Contractor's failure to complete all work (including punch list items) by the Contract completion date or dates including any extensions of time. Actual damages shall include, but not be limited to:
 - 1. Engineering and consulting fees.
 - 2. Legal fees and management fees.
 - 3. Confirmed loss of revenue(s).
- D. "Extension of Time" as used herein shall be the time as may be approved or otherwise acknowledged by the Purchaser, which is greater than the contracted completion date or dates due to any of the following:
 - 1. Cause is beyond the Contractor's reasonable control and arises without the Contractor's fault.
 - 2. Cause arises after the execution of the Contract and neither was nor could have been anticipated by reasonable investigation before the execution of the Contract.
 - 3. Cause is a direct result of Purchaser's action and/or failure of Purchaser to provide or otherwise perform associated work requirements in accordance with the Contract. The period of any extension of time shall be only that which is necessary to make up the time actually lost.

1.9 ASBESTOS

- A. In the event asbestos is discovered during a modernization project, the Elevator Contractor shall suspend work on the affected components and immediately notify the Owner. The Owner is then responsible for the abatement, demolition, removal, and disposal of asbestos and related abatement materials, ensuring compliance with all local, state, and federal guidelines.

1.10 EQUAL OPPORTUNITY

- A. 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 ensure 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.
- B. 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.

1.11 ERRORS AND OMISSIONS

- A. Contractor shall notify Consultant in writing regarding any necessary items which may have been omitted from the specifications or drawings or both, and any irregularities, discrepancies or duplications between drawings and specifications according to the evident intent. In case of such errors or omissions, the Contractor shall not proceed with the work in uncertainty but shall consult the Consultant, regarding proper intent, and revision, if necessary.
- B. Any duplication of work specified in two or more Sections shall require the Contractor to provide the Work so specified without extra or additional charge to the Owner. Such duplication, if any, is not intended.
- C. In any conflict with Contract Documents, requirements for the more extensive work shall govern.
- D. Where a job condition arises and detail drawings do not show the intent, the Contractor shall review with the Consultant to determine the manner of doing the Work, so that aesthetic effect is not compromised.

1.12 INTERPRETATIONS IN WRITING

- A. Neither the price bid for the work of the Contract nor the contract sum, shall be based in any manner upon oral opinions or real or alleged instructions of an oral nature, regardless of whether such opinions or instructions are expressed by the Owner, the Consultant, the Contractor, or agents or representatives of any of them.
- B. These provisions do not intend to deny normal discussion, recommendations, explanations, suggestions, approvals, rejections, and similar activity in pursuit of the work of the project on an oral basis, such as job conferences and otherwise at the site. In such instances of the written minutes, correspondences, shop drawing records, written field orders and other written data shall govern over personal claims regarding statement made contrary to the written data.
- C. Interpretations of contract documents, to be effective for claim purposes or for justification as to proper procedure in performing the work, must be obtained in writing before such claim is made or such work begun.

1.13 PREVAILING DOCUMENTS

- A. In the event there is a conflict between the bid specifications, a form of agreement, a supplemental rider or addendum issued prior to the contract execution; and, no request for interpretation is submitted by the Contractor, the most stringent requirement, as confirmed by the Purchaser, (Owners' Designee), shall prevail.
- B. Under no circumstance shall the Contractor modify or supplement the agreement documents without the express and written approval of the Purchaser, (Owner Designee).
- C. The Purchaser, (Owner Designee), shall retain the right to supersede contingencies prior to the execution of the contract; and, such changes or variances in scope of work shall be reviewed by the Contractor for acceptance approval accordingly.

1.14 CONTRACT RIDER

- A. To the extent that any provision of the RIDER is inconsistent with the provisions specified to which it is attached, the requirements and relative provisions of this rider shall prevail the most stringent requirements and provisions shall prevail unless otherwise specifically referenced as such.

1.15 PROPERTY INSURANCE

- A. The Owner's insurance policy covers work and equipment included in place in the building, and approved and accepted by the Consultant and the Owner. All material and equipment stored on the premises and not actually installed as accepted complete is not included in the Owner's policy and such material and equipment shall be included in the Contractor's Property Damage Insurance.

1.16 TAXES, OLD-AGE PENSIONS AND UNEMPLOYMENT INSURANCE

- A. All bids for work to be done and materials and equipment to be furnished on the job, are to include all local, state and federal occupational and sales taxes, luxury taxes, excise taxes, federal and state old-age pensions and unemployment insurance contributions, and any other similar taxes and contributions in effect at the time of the signing of the contract. The Elevator Contractor shall be liable for the aforementioned taxes. In the event additional sales or use taxes not in effect at time of the signing of the contract, are imposed after the signing of the contract, these are to be paid, in addition to the original contract amount, by the Owner to the Elevator Contractor, who in turn is to pay them to the proper authorities. Reciprocally, if any of the above mentioned taxes or contributions in effect at the time of the signing of the contract should be revoked before the consummation of the contract, the Elevator Contractor shall rebate to the Owner the amount of the taxes included in the original contract. Where demanded by the law, the amount of the taxes is to be specifically stated in the Elevator Contractor's proposal, but failing to do so will not relieve the Elevator Contractor from responsibility for the assumption of these taxes.

1.17 LABOR LAWS

- A. The Contractor performing work under this contract shall comply with applicable provisions of all federal, state and local labor laws.

1.18 ASSIGNMENTS

- A. Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the Elevator Contractor assign any payment due them or to become due to them hereunder without the previous written consent of the Owner.

1.19 ACCIDENT REPORTS

- A. In the event of accidents of any kind, the Contractor shall immediately notify the Owner, Designee and Consultant. Written reports shall be sent within twenty-four (24) hours and at the same time that they are forwarded to any other parties.

1.20 ADVERTISING

- A. Advertising privileges shall be retained by the Owner. It shall be the duty of the Contractor to keep the job site free of posters, signs, and/or decorations. Contractor's logo shall not appear on faceplates or entrance sills.

END OF SUPPLEMENTARY GENERAL CONDITIONS